

AMENDMENT NO. FIVE TO AGREEMENT NO. A153963

This Amendment No. Five to Agreement No. A153963 is between the COUNTY OF HENNEPIN, STATE OF MINNESOTA, A-2300 Government Center, Minneapolis, Minnesota 55487 ("COUNTY") and Securus Technologies, LLC, a limited liability company organized and existing under the laws of the State of Delaware and having its principal place of business at 4000 International Parkway, Carrollton, Texas 75007 ("CONTRACTOR").

The parties agree that Agreement No. A153963, including any prior amendments, is amended as follows:

1. Section 1, TERM, of the Agreement, as amended, to reflect that the term of the Agreement will expire on December 31, 2023, unless cancelled or terminated earlier in accordance with the provisions of the Agreement.

2. The related and applicable provisions of Section 4, PAYMENT MODEL, of the Agreement, as modified by Amendments No. 3 and 4, shall be replaced with the following:

“The total cost of this Agreement, including all reimbursable expenses, shall not exceed Nine Hundred Forty-Three Thousand Six Hundred Thirty-Nine Dollars (\$943,639).

3. Effective August 17, 2020, the related and applicable provisions of Amendments No. 3 and 4 regarding the Emergency Billing Period, modifying Amendment No. 1 - Attachment 3, shall be replaced with the following:

- for Phone Calls made from the Hennepin County Public Safety Facility (Downtown/City Hall), the provisions set forth in Attachment HCPSF-2020 hereto shall apply; and
- for Phone Calls made from the Hennepin County Adult Correctional Facility (Plymouth), the provisions set forth in Attachment HCACF-2020 hereto shall apply.

4. Effective August 17, 2020, the related and applicable provisions of Amendments No. 3 and 4 shall be replaced with the following:

CONTRACTOR shall send all COUNTY invoices to: Hennepin County, Attn Teresa Walters, A-1900 Government Center, Minneapolis, Minnesota 55487. Invoicing questions for COUNTY should be directed to IT.CIO.secretary@hennepin.us. Invoices hereunder will be due and payable within 30 days after the invoice date.

5. Effective August 17, 2020, CONTRACTOR shall provide Video Software, Video Hardware, and Video Services at the Hennepin County Public Safety Facility (Downtown/City Hall) pursuant to the provisions set forth in Attachment HCPSF-2020.

Except as expressly amended by this Amendment 5, the terms, conditions and provisions of the Agreement remain in full force and effect.

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COUNTY BOARD AUTHORIZATION

Reviewed for COUNTY by
the County Attorney's Office:



Mike Bernard
E-signed 2020-09-03 08:50AM CDT
Michael.Bernard@hennepin.us
Hennepin County
Assistant Hennepin County Attorney



COUNTY OF HENNEPIN
STATE OF MINNESOTA
By:



Marion Greene
E-signed 2020-09-08 11:37AM CDT
Marion.Greene@hennepin.us
Hennepin County
Chair, Board of Commissioners



Reviewed for COUNTY by:



Sheri Selton
E-signed 2020-09-03 09:54AM CDT
Sheri.Selton@hennepin.us
Hennepin County
County Administration Clerk



ATTEST:



Karen Keller
E-signed 2020-09-09 07:44AM CDT
Karen.Keller@hennepin.us
Hennepin County
Deputy Clerk to the County Board

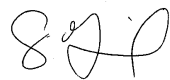


Board Resolution No:
20-0290

By:



Document Assembled by:



Sierra Dadovich
E-signed 2020-08-28 01:08PM CDT
Sierra.Dadovich@hennepin.us
Hennepin County
Senior Contracts Analyst



David J. Hough
E-signed 2020-09-03 11:58AM CDT
David.Hough@hennepin.us
Hennepin County
County Administrator



CONTRACTOR

CONTRACTOR warrants that the person who executed this Agreement is authorized to do so on behalf of CONTRACTOR as required by applicable articles, bylaws, resolutions or ordinances.*

By:

Geoffrey Boyd
Geoffrey Boyd (Sep 2, 2020 07:37 CDT)

Geoffrey Boyd

E-signed 2020-09-02 07:37AM CDT
rroberts@securustechnologies.com
Chief Financial Officer



*CONTRACTOR represents and warrants that it has submitted to COUNTY all applicable documentation (articles, bylaws, resolutions or ordinances) that confirms the signatory's delegation of authority. Documentation is not required for a sole proprietorship.

ATTACHMENT HCPSF-2020
Hennepin County Public Safety Facility – Downtown/City Hall

This Attachment HCPSF-2020 – Hennepin County Public Safety Facility (Downtown/City Hall), is attached to Amendment No. Five to Agreement No. A153963 (the “Agreement”). The provisions herein are incorporated into and made a part of the Agreement and are, thereby, subject to the provisions in the Agreement. Unless otherwise defined herein, all capitalized terms shall have the meaning ascribed in the Agreement.

The parties agree as follows:

1. Phone Call Billing.

Unless the parties otherwise agree, Phone Calls made from the Hennepin County Public Safety Facility (Downtown/City Hall) shall be billed as follows:

A. Commencing August 17, 2020 and continuing until the latter of: (i) COUNTY’s Acceptance of the Video Visitation Software, Hardware, and Services (pursuant to the provisions below); or (ii) December 31, 2020, the following shall apply:

- (i) inmates will not be charged any amount for the first three (3) Calls made during a Week (as defined below) (the “Free Weekly Call(s)”);
- (ii) COUNTY shall pay \$.045 per minute for each of the three (3) Free Weekly Calls plus any applicable taxes, fees, and surcharges;
- (iii) if the inmate places more than three (3) Calls during a Week, CONTRACTOR shall charge the inmate \$0.14 per minute plus any applicable taxes, fees, and surcharges for each call in excess of three (3) but shall not charge COUNTY any amount for those calls;
- (iv) if an individual inmate does not make all three (3) Free Weekly Calls during a Week, the unused Free Weekly Call(s) will not be retained/rolled-over for use during a subsequent Week(s); and
- (v) CONTRACTOR shall automatically terminate the Free Weekly Calls after twenty (20) minutes and may, if reasonably possible, provide the inmate with some warning prior to termination.

As used herein, a “Week” shall mean the seven (7) day period, commencing at 12:00am on Sunday and continuing through 11:59pm on the following Saturday.

B. Commencing upon the expiration of the foregoing, pursuant to the provisions above, and continuing through the expiration or termination of this Agreement, CONTRACTOR shall resume billing pursuant to the provisions set forth in Amendment 1.

C. Upon mutual consent of the parties, CONTRACTOR shall shift billing between resident pay and County pay without otherwise altering the total cost of calls, the price per minute of calls, or other payment/cost terms set forth in the Agreement.

2. Video Implementation and Licensing.

Effective August 17, 2020, CONTRACTOR shall provide the Video Software, Video Hardware, and Video Services (as defined below) to COUNTY.

A. Generally – Provisions in the Agreement and this Amendment No. 5

The parties acknowledge and agree that, with respect to the provisions in this Amendment No. 5, the definitions, licenses, etc for Video Software, Video Hardware, and Video Services are separate and distinct from the “System”, “SCP”, “Software”, “Hardware”, and/or “Services” as the same are defined in the Agreement. However, other applicable provisions of the Agreement, including but not limited to Warranties (Agreement Section 5), Indemnification (Agreement, Section 8), Insurance (Agreement Section 9), Data (Agreement Section 11), and Default and Cancellation/Termination (Agreement Section 15) shall be applicable to this Amendment No. 5 and the Video Software, Video Hardware, and Video Services.

B. Securus Video Connect

Securus Video Connect (“SVC”) is a web-based visitation system that allows individuals to schedule and participate in video sessions with inmates. SVC runs on the ConnectUs Inmate Service Platform (“Video Software”), an inmate communications and services platform that allows for the consolidation of assorted inmate activities in a single interface with a customized mix of applications. The identification and configuration of Video Hardware and Video Software ordered by COUNTY, its cost, and the length of time sessions are stored is specified in the SVC Platform Detail page, attached hereto as Exhibit 1.

CONTRACTOR shall provide and deploy the Video Hardware at Hennepin County Public Safety Facility (Downtown/City Hall) locations mutually agreed by the parties (the “PSF Facility(ies)”). The Video Hardware will support multiple languages as agreed upon by the parties. CONTRACTOR shall provide, maintain, configure, and support Video Hardware to allow inmates to conduct video visitation sessions.

CONTRACTOR shall provide, maintain, configure and support the Video Software to allow inmates to conduct video visitation sessions. The Video Software shall meet or exceed the descriptions, functionality, requirements and specifications described in Exhibit 1 at all times during this Agreement. For clarification and not limitation, CONTRACTOR shall not Update or otherwise modify the Video Software in a manner that diminishes or adversely impacts said descriptions, functionality, requirements and specifications. All Video Updates

will be backwardly compatible with COUNTY's networks and systems, data structures, databases and system architectures employed with previous versions of the Video Software.

The Video Software shall also include all forthcoming major/minor enhancements, versions, releases, corrections, bug fixes and/or any other modifications, improvement or enhancements provided as part of this Agreement or that are made available to CONTRACTOR's other similarly situated customers or that are otherwise necessary to maintain the Video Software in a manner that conforms with its descriptions, functionality, requirements and specifications (may be referred to herein as "Video Updates").

C. Ownership and Licensing

The Video Hardware and Video Software will at all times remain CONTRACTOR's sole and exclusive property. CONTRACTOR (or CONTRACTOR's licensors, if any) have and will retain all right, title, interest, and ownership in and to (i) the Video Software and any copies, custom versions, modifications, or updates of the Video Software, (ii) all related documentation, and (iii) any trade secrets, know-how, methodologies, and processes related to CONTRACTOR's applications, the SVC system, and CONTRACTOR's other products and services (collectively, the "Materials"). The Materials constitute proprietary information and trade secrets of CONTRACTOR and its licensors, whether or not any portion thereof is or may be the subject of a valid copyright or patent.

COUNTY retains custody and ownership of all recordings; however, during the term of the Agreement, COUNTY grants CONTRACTOR a perpetual limited license to compile, store, and access recordings for purposes of (i) complying with the requests of officials at the PSF Facility, (ii) disclosing information to requesting COUNTY law enforcement and correctional officials as they may require for investigative, penological or public safety purposes, (iii) performing billing and collection functions, or (iv) maintaining equipment and quality control purposes. CONTRACTOR shall promptly notify COUNTY of any third-party law enforcement or correctional official request/demand for recordings and shall respond as directed by COUNTY or as required by request/demand made under the MGDPA, subpoenas, Court Orders or other legal processes.

During the term of this Agreement, CONTRACTOR grants to COUNTY an unlimited, enterprise-wide license to use the Video Software in connection with COUNTY's business in a manner configured by COUNTY.

This license authorizes use by all COUNTY employees, contractors and personnel as well as any individual or entity housed at the PSF Facility, at any time. For clarification and not limitation, this license authorizes use by an unlimited number

of concurrent users. The parties may, by mutual agreement, add, remove, or otherwise modify the number of terminals.

D. Video Services.

CONTRACTOR shall perform Video Services (as defined below).

“Video Implementation” shall mean CONTRACTOR performed services related to the installation and implementation of the Video Software and Video Hardware as described and specified in Exhibit 1. “Video Support” shall mean CONTRACTOR performed services related to the maintenance and support of the Video Software and Video Hardware as described and specified in Exhibit 1 along with at least two (2) trainings. “Video Services” shall mean, collectively, Video Implementation and Video Support.

E. Testing and Acceptance.

Video Software, Video Hardware, and Video Implementation shall be tested to ensure conformity with the descriptions, functionality, requirements, specifications, procedures and protocols set forth herein per the following procedures:

- (i) COUNTY shall have one hundred eighty (180) days to test SVC after go-live but prior to rendering its acceptance per the payment event table, below;
- (ii) During the applicable testing period, COUNTY shall provide a detailed description of any Video Software component or functionality or any Video Implementation that do not conform to/with the descriptions and specifications (“Non-conformity”);
- (iii) CONTRACTOR shall have fifteen (15) days to correct a Non-conformity, at CONTRACTOR’s sole expense;
- (iv) after notification by CONTRACTOR that a Non-conformity is corrected/resolved, COUNTY shall have one hundred eighty (180) days to resume and complete testing.

COUNTY may, at any time, notify CONTRACTOR in writing that SVC has been accepted (“Accepts”, “Accepted” or “Acceptance”). If COUNTY does not identify a Non-conformity during the time allotted for testing, the Milestone Release shall be deemed “Accepted”.

Use of Video Software/Video Hardware/ Video Services during any testing period shall not constitute Acceptance.

If CONTRACTOR is unable to correct a Non-conformity within the allotted time, COUNTY may elect, in its sole discretion, any of the following: (1) to extend the allotted time to a mutually agreeable date; (2) to waive, alter or modify the Milestone Release’s requirements, specifications, descriptions, procedures and/or

protocols; (3) to mutually agree upon an appropriate adjustment to the fees; or (4) to immediately terminate this Agreement and receive a full refund of all monies paid hereunder within thirty (30) days of said termination.

F. Video Software License Fees, Video Implementation Fees, Video Support Fees and Payment Schedules.

CONTRACTOR shall invoice and COUNTY shall pay CONTRACTOR the SVC Fee and the Annual Video Support Fee set forth below.

(1) SVC Fee - Payment Schedule.

Subject to the following Video Implementation Fee payment schedule, COUNTY shall pay CONTRACTOR a total SVC cost of Two Hundred Ninety-Nine Thousand, Three Hundred and Eleven Dollars (\$299,311) as and for the total cost of Video Implementation and SVC licensing (the “SVC Fee”).

Upon the occurrence of a Payment Event(s), as set forth in the following table, COUNTY shall pay CONTRACTOR the indicated percentage of the Video Implementation Fee:

<u>Payment Event</u>	<u>Percentage of Video Implementation Fee Payable</u>
Contract Signature	25%
Go-Live (full deployment)	50%
Acceptance	25%

The foregoing SVC Fee includes the total cost of Implementation Services and the total SVC (Video Hardware and Video Software) licensing costs for the term of the Agreement.

(3) Annual Video Support Fee – Payment Schedule.

Upon Go-Live and thereafter on an annual basis through December 31, 2022, COUNTY shall pay CONTRACTOR Thirty Four Thousand Seven Hundred Seventy Six Dollars (\$34,776) as and for cost of annual Video Support during the year following payment (the “Annual Support Fee”). However, the first Annual Video Support Fee will be adjusted according to the General provisions below.

The Annual Support Fee will increase to Thirty Five Thousand Eight Hundred Nineteen Dollars (\$35,819) for the January 1, 2023 – December 31, 2023 time period.

(4) General.

The parties expressly acknowledge and agree that the first year’s Video Software License Fee and Annual Video Support Fee shall be pro-rated to the anniversary of the expiration date of this Agreement.

3. Video Visitation Sessions.

Following Acceptance of all Milestones (pursuant to the foregoing), but prior to Final Acceptance, Video usage from the Hennepin County Public Safety Facility (Downtown/City Hall) shall be billed as follows:

Video Visitation Sessions

- (i) CONTRACTOR shall charge the inmate \$4.00 per 20-minute video visitation session plus any applicable taxes, fees, and surcharges;
- (ii) CONTRACTOR shall not charge any amount for video visits with an inmates' attorney or other professionals;
- (iii) CONTRACTOR shall automatically terminate each video visitation session after twenty (20) minutes and may, if reasonably possible, provide the inmate with some warning prior to termination; and
- (iv) Except for the Video Software License Fees, Video Implementation Fees, and the Annual Video Support Fees described above, COUNTY shall not be charged any amount for any video visitation session.

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ATTACHMENT HCACF-2020
Adult Correctional Facility - Plymouth

This Attachment HCACF-2020 – Hennepin County Adult Correctional Facility (Plymouth), is attached to Amendment No. Five to Agreement No. A153963 (the “Agreement”). The provisions herein are incorporated into and made a part of the Agreement and are, thereby, subject to the provisions in the Agreement. Unless otherwise defined herein, all capitalized terms shall have the meaning ascribed in the Agreement.

The parties agree as follows:

1. Phone Call Billing.

Unless the parties otherwise agree, Phone Calls made from the Hennepin County Adult Correctional Facility (Plymouth) shall be billed as follows:

- A. Commencing August 17, 2020 and continuing through December 31, 2020, the following shall apply:
- (i) residents will not be charged any amount for the first three (3) Calls made during a Week (as defined below) (the “Free Weekly Call(s)”);
 - (ii) COUNTY shall pay \$.045 per minute for each of the three (3) Free Weekly Calls plus any applicable taxes, fees, and surcharges;
 - (iii) if the resident places more than three (3) Calls during a Week, CONTRACTOR shall charge the resident \$0.14 per minute plus any applicable taxes, fees, and surcharges for each call in excess of three (3) but shall not charge COUNTY any amount for those calls;
 - (iv) if an individual resident does not make all three (3) Free Weekly Calls during a Week, the unused Free Weekly Call(s) will not be retained/rolled-over for use during a subsequent Week(s); and
 - (v) CONTRACTOR shall automatically terminate the Free Weekly Calls after twenty (20) minutes and may, if reasonably possible, provide the resident with some warning prior to termination.

As used herein, a “Week” shall mean the seven (7) day period, commencing at 12:00am on Sunday and continuing through 11:59pm on the following Saturday.

- B. Commencing January 1, 2021 and continuing through December 31, 2021, the following shall apply:

- (i) residents will not be charged any amount for the first two (2) Calls made during a Week (as defined below) (the “Free Weekly Call(s)”);
 - (ii) COUNTY shall pay \$.14 per minute for each of the two (2) Free Weekly Calls plus any applicable taxes, fees, and surcharges;
 - (iii) if the resident places more than two (2) Calls during a Week, CONTRACTOR shall charge the resident \$0.14 per minute plus any applicable taxes, fees, and surcharges for each call in excess of two () but shall not charge COUNTY any amount for those calls;
 - (iv) if an individual resident does not make all two (2) Free Weekly Calls during a Week, the unused Free Weekly Call(s) will not be retained/rolled-over for use during a subsequent Week(s); and
 - (v) CONTRACTOR shall automatically terminate the Free Weekly Calls after twenty (20) minutes and may, if reasonably possible, provide the resident with some warning prior to termination.
- C. Commencing January 1, 2022 and continuing through the expiration or termination of this Agreement, CONTRACTOR shall resume billing pursuant to the provisions set forth in Amendment 1.
- D. Upon mutual consent of the parties, CONTRACTOR shall shift billing between resident pay and County pay, with no change to the overall cost of calls or price per minute.

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EXHIBIT 1

SVC Platform Detail

Type	Description	One Time / Recurring	QTY
Hardware	Video Visitation Terminals - Single Handset (Inmate)	One Time	47
	Video Visitation Terminals - Single Handset (Visitor)	One Time	0
	Video Visitation Terminals - Dual Handset (Visitor)	One Time	15
	Mobile Cart, Including UPS Battery Backup	One Time	3
Installation and Implementation (Software Application is one time per App, per contract)	Networking Wiring	One Time	60
	Fiber Installation	One Time	1
	Hardware Installation	One Time	60
	JMS and 3rd Party Vendor Integration**	One Time	0
	Software Application Setup:	One Time	
	- Securus Video Visitation Application	One Time	1
	- Phone Call Application	One Time	1
	- Inmate Forms Application (Grievance)	One Time	0
	- Inmate Handbook Application (.PDF)	One Time	0
	- Third Party Vendor Commissary Application	One Time	0
	- Website Education Application (URL)	One Time	0
	- Inmate Videos Application (.MP4)	One Time	0
	- Self-Op Commissary Ordering Application	One Time	0
	- Emergency Visitation Application	One Time	0
	- Video Relay Service	One Time	0
Job Search Application	Recurring	1	
Law Library Application	Recurring	0	
Annual Subscription and Hosting Fee (per App, per Terminal, per year)	Securus Video Visitation Application	Recurring	60
	Phone Call Application	Recurring	1
	Inmate Forms Application (Grievance)	Recurring	0
	Inmate Handbook Application (.PDF)	Recurring	0
	Third Party Vendor Commissary Application	Recurring	0
	Website Education Application (URL)	Recurring	0
	Inmate Videos Application (.MP4)	Recurring	0
	Self-Op Commissary Ordering Application	Recurring	0
	Emergency Visitation Application	Recurring	0
	Video Relay Service	Recurring	0
	Job Search Application	Recurring	1
	Law Library Application	Recurring	0
Misc.	Annual Terminal Extended Hardware Maintenance	Recurring	60
	Recurring Telecom	Recurring	1
	Recording Retention (120 days)	One Time	55
	Training (per day)	One Time	2

Note: Two of the Purchased Terminals are specifically designated as spares in the purchase agreement. The Installation, Maintenance and Recording Retention cost category quantities have been adjusted to reduce for spares. The Recording Retention category quantity has been further adjusted to add 10 VRS terminals that will now also be used for recorded SVC sessions.

** Customer responsible for JMS/Commissary Integration Fees, if applicable