

COUNTY OF SAN DIEGO – DEPARTMENT OF PURCHASING AND CONTRACTING
CONTRACT NO. 542145 AMENDMENT NO. 2

To: Securus Technologies. Pursuant to the contract changes clause, you are directed to make the changes described herein to the Contract or do the following described work not included in the previous agreed on Statement of Work.

Title of Contract, Project, or Program: Inmate Phone Services

Effective Date: ^{July 9} ~~February 7~~, 2014

Description of Contract Change(s) and/or Work To Be Done:

1. The end date for the Initial Term described in the Agreement Term on Page 13 of Contract 54214, with an Effective Date of August 8, 2012, is changed to the 6th Day of August 2015, to the 6th day of August 2017.
2. The number years under the Option to Extend provisions set forth on Page 13 of Contract 54214, with an Effective Date of August 8, 2012, is changed from seven (7) increments of one (1) year each, to five (5) increments of one year each for a total of five (5) years.
3. Implement the optional Video Visitation System at the San Diego County Women's Reentry and Detention Facility, and Facility 8, per the attached Exhibit A-1, Statement of Work.
4. All other Terms and Conditions of Contract 54214, with an Effective Date of August 8, 2012, as otherwise modified by separate amendments, remain the same.

All other Terms and Conditions remain in effect.

IN WITNESS WHEREOF, County and Contractor have executed this Amendment effective as of the date first set forth above.

We, the undersigned Contractor, have given careful consideration to the change proposed and hereby agree, if this proposed change is approved, that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work specified herein.

THIS AMENDMENT IS NOT VALID UNLESS APPROVED BY THE DIRECTOR, DEPARTMENT OF PURCHASING AND CONTRACTING.

Department Review and Recommended Approval:

Securus Technologies

By: _____

Sheriff's Department

By: _____

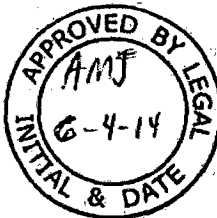
ROBERT PICKENS, President
14651 Dallas Parkway
Sixth Floor
Dallas Texas 75254

Date: _____

6-5-14

Date: _____

6-4-14



APPROVED:

By: _____

JOHN M. PELLEGRINO, Director
Department of Purchasing and Contracting

Date: _____

7/9/14

R. McCarrell for

APPROVED AS TO FORM AND LEGALITY
County Counsel

By: _____

[Signature]

Date: _____

6/12/14

EXHIBIT A-1

**STATEMENT OF WORK
SECURUS VIDEO VISITATION**

1. LOCATIONS

1.1. Provider shall deploy a Video Visitation system at the Facility named in the chart below (See Attachments A-1-1).

Facility Name and Address	Type of Video Visitation	Video Visitation Commission Percentage	Payment Address	Inmate Side Units	Visitor Side Units	Mobile Units	Total Units
Facility 8 Detention Facility 446 Alta Road, Suite 5300 San Diego, CA 92158	Remote Paid	20%*	Same as above	4 Single Handsets	0 Dual Handsets	0	6
Women's Detention Facility 452 River View Parkway Santee, CA 92074	Remote Paid	20%	Same as above	34 Single Handsets	14 Dual Handsets	2	50

2. TERMS

- 2.1. As used in this section, a "remote" Video Visitation session means any sessions where Video Visitation traffic is routed over the internet.
- 2.2. Securus will provide all the equipment and services listed in Attachment A-1-1 and any other equipment and services required to conduct Video Visitations at the facilities listed in Section 1.
- 2.3. Securus will be responsible for the repair and maintenance of all equipment installed for Video Visitation. This includes equipment damaged by inmates.
- 2.4. The parties acknowledge that Securus Video Visitation sessions shall be limited to twenty (20) minute sessions.
- 2.5. A session fee of up to \$19.95 plus applicable taxes/fees/surcharges will apply to each paid remote Video Visitation session, and said fee will be subject to change when agreed upon by the County.
- 2.6. If County wishes to offer free remote session(s) for any reason, a session fee of \$19.95, plus applicable taxes/fees/surcharges will be billed to the County.
- 2.7. The County will utilize its best efforts to allow the full utilization of the Video Visitation System at the Facility, including without limitation:
 - 2.7.1. County will attempt to make Video Visitation available for a minimum of eighty (80) hours per Video Visitation terminal per week. This provision shall not apply when the County locks down the entire facility for security or health and safety reasons;
 - 2.7.2. County will allow inmates to conduct remote visits without quantity limits other than for punishment for individual inmate misbehavior;
 - 2.7.3. County will allow Provider to market and promote the use of the Video Visitation System to the inmates, in-person visitors, phone call participants and potential friends and family end users of the System by allowing Provider to (a) distribute Securus' promotional literature in the Facility's visitation lobby; and (b) issue a joint press release regarding the execution of this Amendment by both parties. All press releases must be approved by the Sheriff's Public Affairs staff;
 - 2.7.4. All Video Visitation sessions must be scheduled online by the visitor by accessing Provider's website at www.securustech.net;

- 2.8. If applicable, all recorded Video Visitation sessions will have a standard retention of sixty days (60) days from the recording date. It is the responsibility of County to remove any desired recordings from the housing location for permanent storage within sixty days (60) days of their recordings as they may be permanently deleted by Provider after that time. Provider is not responsible for the loss or quality of any such recordings or the deletion of such recordings after sixty days (60) days.
- 2.9. There will be no expense to the County for connection with our current JMS System.

3. COMPENSATION

- 3.1. Securus shall pay the County a 20% commission for the completion of all paid remote Video Visitation sessions placed to County's Facilities, subject to the provisions elsewhere in this Amendment.
- 3.2. Provider will pay 20% commission on video visitation revenues from a Facility for those months (and only those months) during which the Facility has achieved 1.5 remote paid visits per ADP or greater.
- 3.3. Provider shall remit the commission for a calendar month to County on or before the 30th day of the following calendar month in which the paid remote Video Visitation sessions were held (the "Payment Date").
- 3.4. Commissions are paid in one-month arrears and are not subject to retroactive payments or adjustments for notice delays.
- 3.5. All commission payments shall be final and binding upon you unless we receive written objection within sixty (60) days after the Payment Date.

4. TERMINATION

- 4.1. If the Contract 542145 is terminated this Amendment is considered terminated.
- 4.2. Notwithstanding anything to the contrary, the parties acknowledge that the provision of the Video Visitation services hereunder is based on County's estimated Average Daily Population ("ADP" count) and a minimum of one (1) remote paid visit per inmate per month. Therefore, if the compensation is less than \$144,000, during the first twelve (12) months following execution of this Amendment, the Provider reserves the right to discontinue the services.

Attachment A-1-1

Type	Description	One Time/ Recurring	QTY	Total
Installation and Implementation	Network Wiring Installation	One time	6	\$3,000.00
	Electrical Wiring Installation	One time	6	\$9,000.00
	JMS Provider Fees			\$0.00
	Software Application Setup, including JMS import mapping	One time	1	\$5,875.00
	• Emergency Call Application Setup	One time		\$0.00
	• Inmate Information Application Setup	One time		\$0.00
	• Commissary Ordering Application Setup	One time		\$0.00
	• Sick Form Application Setup	One time		\$0.00
Hardware	Video Visitation Terminals – single handset (inmate side)	One time	26	\$104,000.00
	Video Visitation Terminals – single handset (visitor side)	One time	12	\$48,000.00
	Video Visitation Terminals – dual handset (visitor side)	One time	12	\$3,000.00
	Recording	30 Day Purge		\$0.00
	Total Video Visitation Terminal Installation	One time	38	\$19,000.00
	Annual Terminal Extended Hardware Maintenance (optional)	Recurring	38	\$7,562.00
	Software	Software Licensing Fee	Recurring	38
• Securus Video Visitation		Recurring		\$43,793.24
• Inmate Information		Recurring		\$0.00
• Commissary Ordering		Recurring		\$0.00
• Sick Form		Recurring		\$0.00
Software Maintenance Fee		Recurring		\$0.00
Misc.		Miscellaneous		
	• Training	Per Day	2	\$4,000.00
	• Mobile Cart, including UPS Battery Back Up	One time	2	\$2,880.00
	Term	Re-occurring	0	\$0
	Total Value:			\$198,755.00
	Securus Discount			\$198,755.00
	Customer Pays:			\$0.00