

077-15
15-062

DATE: March 30, 2015
TO: Ingham County Clerk's Office
FROM: Deb Bavery, Controller's Office
RE: Final Signed Copy of Agreement

RECEIVED
APR 01 2015
INGHAM COUNTY CLERK

Please find attached the original final signed copy of the following agreement for your files:

- SO 2015 Amendment #4 to Securus Agreement



14651 Dallas Parkway, Suite 600
Dallas, TX 75254-8815

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March 19, 2015

Mr. Brian. McGrain
Ingham County Jail
630 N Cedar
Mason, MI 48854

Dear Mr. Reich:

Enclosed, please find an executed copy of the Amendment Four to the Master Services Agreement between Ingham County Jail and SECURUS Technologies.

We would like to thank you at this time for continuing to choose SECURUS as your inmate phone provider.

Should you need further assistance, please contact your SECURUS Representative.

Joshua Conklin
VP of Sales
SECURUS Technologies
(972) 277-0312

AMENDMENT NO. 4
TO
COMMUNICATION SERVICES AGREEMENT

THIS AMENDMENT, made and entered effective as the last date signed by a party ("Amendment No. 4 Effective Date"), by and between SECURUS TECHNOLOGIES, INC., a Delaware corporation formerly doing business as EVERCOM SYSTEMS, INC. (hereinafter referred to as the "Company"), and the COUNTY OF INGHAM, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the "Customer"), amends the Communication Services Agreement entered into between said parties effective February 1, 2009, as subsequently amended by AMENDMENT NO. 1 effective February 1, 2011, AMENDMENT NO. 2 effective September 5, 2012, and AMENDMENT NO. 3 effective December 10, 2014, for the installation, maintenance and services of telecommunications equipment at the Ingham County Correctional Facility at 630 N. Cedar Street, Mason, MI 48854 (hereinafter referred to as the "Facility").

WITNESS:

1. The above-stated Agreement is hereby revised to add the following additional product and service to SECTION 26. ADDITIONAL PRODUCTS AND SERVICES by adding the following new subparagraph D:

"D. Inmate Debit. The Company, pursuant to Exhibit J, shall provide the Facility with its Inmate Debit application. Exhibit J is incorporated by reference into this Agreement and made a part thereof."

2. The EXHIBIT J INMATE DEBIT attached to this Amendment is incorporated into the above-stated Agreement and is a part thereof effective as of the date this Amendment No. 4 has been fully signed by the authorized representatives of both the Company and the Customer. In the event of a conflict between the terms and conditions set forth in the Agreement and those set forth in Exhibits J, the terms and conditions of the Agreement shall take precedence and shall prevail. A conflict shall not, however, be considered to exist between the Agreement and Exhibit J with respect to differences in the terms and conditions in Exhibit J pertaining specifically to the items, services, fees, commissions, warranties, and software licenses, of the systems covered by Exhibit J, which shall take precedence and prevail with respect to such matters.

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3. Customer acknowledges that the Company's provision of the services is subject to certain federal, state or local regulatory requirements and restrictions which are subject to change from time to time, and nothing contained in the above-stated Agreement to the contrary shall restrict the Company from taking any steps necessary to perform in compliance therewith.

4. All other terms and conditions contained in the above-stated Agreement shall remain in full force and effect except as modified herein.

5. The people signing this Amendment No. 4 on behalf of the parties to the above-stated Agreement certify by their signatures that they are duly authorized to sign this Amendment to the Agreement on behalf of said parties and that this Amendment has been authorized by said parties.

THE AUTHORIZED REPRESENTATIVES OF THE COUNTY OF INGHAM AND SECURUS TECHNOLOGIES, INC. HAVE SIGNED THIS AMENDMENT NO. 4 TO THE COMMUNICATION SERVICES AGREEMENT BETWEEN SAID PARTIES IN THE SPACES SET FORTH BELOW.

**CUSTOMER:
COUNTY OF INGHAM**

By: 
Brian McGrain, Chairperson
County Board of Commissioners

Date: 3/10/15

**COMPANY:
SECURUS TECHNOLOGIES, INC.**

By: 
Name: Robert Pickens
Title: President

Date: 3/20/15

APPROVED AS TO FORM
FOR COUNTY OF INGHAM
COHL, STOKER & TOSKEY, P.C.

By: 
Robert D. Townsend

N:\Client\Ingham\Sheriff\Amendments\Amd No 4 to Agr w Securus Technologies, Inc.doc
Ing/Sheriff #12-015

Exhibit J

INMATE DEBIT

DESCRIPTION:

A Debit account is a prepaid, inmate-owned account used to pay for inmate telephone calls. A Debit account is funded by transfer of inmate's facility trust/commissary account funds to inmate's Debit account. Company will also allow inmate friends and family members to fund an inmate's Debit account via multiple points-of-sale. Funds deposited by friends and family members into an inmate's Debit account become property of the inmate. Company establishes inmate Debit accounts which are associated with the inmate's Personal Identification Number ("PIN"). Company requires inmate to key in his/her PIN at the beginning of every Debit call in order to complete the call and pay for the call using the inmate's Debit account. Customer agrees to have the Debit module of Company's SCP Call Management System enabled for the Facilities to offer Debit account to inmates. Customer agrees to use Company's SCP User Interface or utilize integration with Customer's trust account system to process inmate's fund transfer requests. Notwithstanding, Company will not be responsible for any delays due to (i) Customer's failure to perform any of its obligations for the project; (ii) any of Customer's vendors' failure to perform any of its obligations for the project; or (iii) circumstances outside of Company's control.

INVOICING AND COMPENSATION:

Company shall invoice Customer on a weekly basis for all funding amounts transferred from inmates' facility trust/commissary accounts to Inmate Debit accounts. The invoice will be due and payable upon receipt. Company shall pay Customer the commission percentage that Company earns through the completion of Debit calls placed from Customer's Facilities as specified in the chart below. Company reserves the right to deduct call credits from usage. Company shall remit the commission for a calendar month to Customer on or before the 30th day after the end of the calendar month in which the Debit calls were made (the "Payment Date"). All commission payments shall be final and binding upon Customer unless Company receives written objection within sixty (60) days after the Payment Date.

FACILITIES AND RELATED SPECIFICATIONS:

Facility Name and Address	Debit Commission Percentage
Ingham County Jail 630 N. Cedar Mason, MI 48854	50%

*Notwithstanding anything to the contrary contained in the Agreement, in accordance with Federal Communications Commission 47 CFR Part 64 [WC Docket No. 12-375; FCC 13-113] – Rates for Interstate Calling Services - effective February 11, 2014, no commission shall be paid on revenues earned through the completion of interstate calls of any type placed from the Facility(s).

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BY: