

**FIRST AMENDMENT TO THE CONTRACT  
BETWEEN THE COUNTY OF DAKOTA  
AND SECURUS TECHNOLOGIES, LLC  
FOR PROFESSIONAL SERVICES**

**WHEREAS**, effective June 12, 2017, the County of Dakota, by and through its Information Technology Department, ("County"), and Securus Technologies, LLC (f/k/a Securus Technologies, Inc.), 4000 International Parkway, Carrollton, TX 75007 ("Contractor"), entered into a Contract for professional services ("the Contract"); and

**WHEREAS**, the parties desire to amend the Contract to extend the Contract, amend the compensation terms thereunder, and deploy additional products and services; and

**WHEREAS**, the Contract provides that any amendments shall be valid only when in writing and signed by Authorized Representatives of the parties.

**ACCORDINGLY**, the parties agree to amend the Contract as follows:

1. Amendment to Term. Section 2 of the Contract is amended as follows:

The extension of the Contract and this First Amendment shall commence on January 1, 2021 ("First Amendment Effective Date") and shall remain in effect through December 31, 2025, unless earlier terminated by law or according to the provisions of this Contract.

2. Amendment to Compensation. Section 3.2 of the Contract is amended as follows:

In consideration of the exclusive right to install and operate the Equipment in the Jail, Contractor agrees to pay the County the commission percentages below as compensation to County:

Telephone: 53% of Gross Revenues

Voicemail: 20% of Gross Revenues

Contractor shall pay County commission based on the Gross Revenues that Contractor earns through the completion of collect and (if applicable) Inmate Debit calls, placed from the Jail. "Gross Revenues" means all gross billed revenues relating to completed collect and inmate Debit calls (if applicable) from your Facility(s). Regulatory charges; taxes and fees; federal, state, and/or local charges; transaction, funding, or cost-recovery fees; credits; charges billed by third parties; and promotional programs are excluded from revenue to the Contractor. If applicable, for inmate Debit calls, Contractor reserves the right to deduct call credits from Gross Revenue. No deductions are allowed from Gross Revenues for uncollectible or unbillable accounts, billing fees, collection of accounts or other administrative costs.

Compensation is determined by multiplying the commission percentage with the monthly Gross Revenue.

SCP also includes the ability to integrate Inmate Debit accounts. An Inmate Debit account is a prepaid, inmate-owned account utilized to pay for certain of Contractor's services, and is funded either through a transfer from an inmate's trust/commissary account or through deposits from an inmate's friends and family. Once deposited in the Inmate Debit account, funds become property of the inmate. Inmate Debit accounts are associated with an inmate's personal identification number ("PIN"), and inmates are required to input their PIN at beginning of every Inmate Debit call. Contractor will invoice County on a monthly basis for all funding amounts transferred from inmates' facility trust/commissary accounts to Inmate Debit accounts.

Contractor will provide County with a monthly commission statement via automated email.

3. Amendment to System Definition. Section 1.2(A) Nature of Services of the Contract is amended to reflect that the definition of System will be expanded to include the additional applications deployed pursuant to this First Amendment.

4. Additional Applications. As of the First Amendment Effective Date, the following services are added to section 1.1 of the Contract:

#### ADVANCECONNECT SINGLE CALL™

AdvanceConnect Single Call is a feature that allows friends and family to pre-pay for a call from an inmate. Using AdvanceConnect Single Call, consumers can fund the minimum required to complete the applicable call. Based on the actual duration of the call, AdvanceConnect Single Call transactions are rated at the per-minute rate (plus any applicable federal, state, and local taxes and transaction fees). Contractor will charge County the standard per minute call rates plus the standard \$3.00 funding fee. AdvanceConnect Single Call calls are commissioned in the same manner as collect calls.

#### TABLETS

Contractor will provide the County with a minimum of 190 tablets. These tablets will include free basic content and may be used by all inmates ("Community Tablets"). In addition, these tablets may also include premium content which will be available to inmates who wish to rent them for a price set by County ("Personal Tablets"). County is not responsible for damage to tablets.

Contractor will work with County's commissary provider to facilitate the sale of earbuds.

Basic content may include, but is not limited to eBooks, podcasts, and educational and vocational materials.

Premium content may include, but is not limited to, songs, games, movies, and television episodes. County understands and acknowledges that premium content is subject to availability and may change at Contractor's discretion. Premium content also may be subject to third-party licensing agreements with content providers. If County provides content for Contractor to display on the tablets, County represents and warrants that it has obtained all necessary licensing and rights to display such content. Contractor is not responsible and hereby disclaims any liability for any and all content of third-party applications and any documents, videos, or forms published by County or from outside sources.

Contractor will deploy its Law Library ConnectUs Application at a cost of \$396 per month, which will be deducted from compensation otherwise owed to County under the Agreement. In any given month, in the event compensation earned by County is less than this fee, County may be sent an invoice for the remaining amount.

For the 12-month period following the First Amendment Effective Date, Contractor will offer personal rental tablets at a promotional rate of \$5.00 per tablet per month plus applicable taxes/fees/surcharges. Contractor will pay County 10% commission on the revenue earned through the purchase of premium content on those tablets; such commission is net of licensing and network costs, excludes applicable taxes/fees/surcharges, and is not paid on the tablet rental rate. The subscription fee and premium content fees can be paid by using either Inmate Debit or a Tablet user account. The parties reserve the right to renegotiate the \$5.00 promotional rental rate and/or commissions earned if, after the initial 12-month period, Contractor's tablet-related costs exceed the revenue generated.

Contractor will provide the network equipment required to deploy the tablet program described herein. County will be solely responsible for the cost of installation of all cable and wiring required for operation of Contractor's equipment.

Customer Warranty. County represents and warrants that it will not provide the SecureView Tablet Solution to incarcerated individuals whom County knows, or has reason to know, pose a threat to other incarcerated individuals or Facility personnel, or who may use an incarcerated individual tablet in a dangerous or unauthorized manner.

Nature of Premium Content Service. County understands and acknowledges that premium content is rented and available only for the duration of an incarcerated individual's incarceration at the Facility and will not be made available upon the incarcerated individual's release. Content is subject to availability and subject to change.

Use of Investigator Pro and Earbuds. County further understands and acknowledges that, in instances where incarcerated individual telephone calls originate from Tablets, Investigator Pro™ works only with Provider's certified

earbuds. If County elects to sell alternative earbuds, County potentially forgoes the effectiveness of Investigator Pro's™ voice identification technology on Tablet calls.

### VIDEO RELAY SERVICE

#### DESCRIPTION:

Securus' Video Relay Service application ("VRS") provides a fully integrated video relay service offering into the Secure Call Platform (SCP) allowing critical call controls to be maintained. This service allows deaf and hard-of-hearing inmates the ability to communicate with friends and family via a videoconferencing service.

#### COMPENSATION:

The cost of VRS was considered and included in offering the Commission percentage and other terms contained herein.

#### VRS TERMS OF USE:

County understands and agrees that it is solely responsible for the following:

- a. Determining which inmates are eligible to use VRS.
- b. Providing inmates access to the VRS application.
- c. Configuring SCP to allow eligible inmates access to the VRS application on ConnectUs-enabled terminals.
- d. Designating which VRS numbers for which calls are not to be recorded, by marking those numbers as "private" within SCP.

County understands and acknowledges that Securus' third-party vendors shall have the right, in their sole discretion, to terminate VRS application sessions for policy violations or disruptive behavior, including, without limitation, verbal or other abuse of the VRS interpreter. County further agrees to work in good faith with Securus and/or our third-party vendors to address and resolve reports of inmate misbehavior related to the VRS application.

VRS runs on the ConnectUs Inmate Service Platform ("ConnectUs"), 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 ("ConnectUs Applications"). Contractor will deploy 8 terminals enabled with ConnectUs in order to deploy VRS. The terminals and ConnectUs 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 software and any copies, custom versions, modifications, or updates of the 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.

### THREADS™

#### DESCRIPTION:

The THREADS™ application allows authorized law enforcement users to analyze corrections and communications data from multiple sources to generate targeted investigative leads. THREADS™ has three main components: data analysis, data review, and data import. In addition, THREADS™ offers an optional "community" feature, which allows member correctional facilities to access and analyze corrections communications data from other correctional facilities within the community and data imported by other community members. County's use of THREADS™ is governed by and conditioned upon the terms set forth herein.

COMPENSATION:

The cost of THREADS™ was considered and included in offering the Commission percentage and other terms contained herein.

COMMUNITY FEATURE:

County has elected to opt-out of the community feature. Contractor shall not share any County data through the THREADS™ community feature.

Conditional Use of THREADS. County understands and acknowledges that THREADS™ uses data from third-party sources, which may or may not be thorough and/or accurate, and that County will not rely on Provider for the accuracy or completeness of information obtained through the THREADS™ application. County understands and acknowledges that County may be restricted from accessing certain aspects of the THREADS™ application which may be otherwise available. Provider reserves the right to modify, enhance, or discontinue any of the features that are currently part of the THREADS™ application. Moreover, if Provider determines in its sole discretion that the THREADS™ application and/or County's use thereof (1) violates the terms and conditions set forth herein and/or in the Agreement or (2) violates any law or regulation or (3) is reasonably likely to be so determined, Provider may, upon written notice, immediately terminate County's access to the THREADS™ application and will have no further liability or responsibility to County with respect thereto.

5. Additional IPRO Hardware. Contractor will deploy one additional IPRO enrollment phone.
6. Amendment to Maintenance, Service and Repair Provisions. Section 1.2(G) of the Agreement is modified to reflect the following:
  - ii. *Priority Classifications.* Upon receipt of your report of a System Event, Technical Support will classify the System Event as one of the following three priority levels:
    - "Priority 1" 30% or more of the functionality of the System is adversely affected by the System Event.
    - "Priority 2" 5% - 29% of the functionality of the System is adversely affected by the System Event or an entire housing area is without functionality.
    - "Priority 3" Less than 5% of the functionality of the System is adversely affected by the System Event. Single and multiple phones related issues.
  - iii(1). *Response Times.* After receipt of notice of the System Event, Contractor will respond to the System Event within the following time periods:
    - "Priority 1" 2 hours
    - "Priority 2" 24 hours
    - "Priority 3" 72 hours
  - iii(2). *Resolution Times.* After receipt of notice of the System Event, Contractor will resolve to the System Event within the following time periods:
    - Priority 1 24 hours\*
    - Priority 2 72 hours
    - Priority 3 7 days\*\*

\*Priority 1 events must be called in to Technical Support  
\*\*Priority 3 resolution times not applicable to tickets that are escalated to Development team for resolution.
7. All terms of the Contract between the County and Contractor shall remain in full force and effect unless otherwise amended in this First Amendment or terminated in accordance with law or the terms of the Contract.
8. If any provision of this Amendment conflicts with any provision of the Contract, the conflicting provision of this Amendment prevails. This Amendment also includes the attached Exhibit A SOW, which is incorporated herein by reference.

**ELECTRONIC SIGNATURES**

**EACH PARTY AGREES THE ELECTRONIC SIGNATURES OF THE PARTIES INCLUDED IN THIS AMENDMENT ARE INTENDED TO AUTHENTICATE THIS WRITING AND TO HAVE THE SAME FORCE AND EFFECT AS WET INK SIGNATURES.**

**IN WITNESS WHEREOF**, the parties have executed this Amendment to the Contract on the dates indicated below.

Approved as to form:

**COUNTY OF DAKOTA**

/s/ Amelia Jadoo 2/19/21  
Assistant County Attorney/Date  
File No. KS-17-142-001

By [Signature]

Board Resolution Number: 20-651

Date of Signature 03/09/21

**CONTRACTOR**

*(I represent and warrant that I am authorized by law to execute this contract and legally bind the Contractor)*

By [Signature]

Name: Russell Roberts

Title Chief Growth Officer

Date of Signature 3/1/21 3/1/21



## EXHIBIT A - Dakota County Tablet, VRS, and IPRO Phone Cabling SOW

### WAPS

Unit 2100 WAP 1 – Using cat 6 cable, extend the existing network jack location behind the television around the walls to the first WAP location. Run conduit as needed from existing box behind the TV to a surface mount double gang box with mud ring. A tamper resistant enclosure provided by Securus will be used to protect the WAP. See photo for WAP location.

Unit 2100 WAP 2 – The second WAP will be mounted near the television. Use existing cable if possible. Otherwise pull cat 6 cable from IDF to area behind the TV. Run conduit as needed to route the cable to the WAP. Conduit terminates with a surface mounted double gang box with mud ring. A tamper resistant enclosure provided by Securus will be used to protect the WAP.

Unit 3100 – Using cat 6 cable, extend the existing network jack location from behind the television around the walls to the WAP location. Run conduit as needed from behind the TV to a surface mount double gang box with mud ring. A tamper resistant enclosure provided by Securus will be used to protect the WAP. See photo for WAP location.

Unit 4100 – Using cat 6 cable, extend the existing network jack location behind the television along to wall to the left. Run conduit as needed from existing box behind the TV to a surface mount double gang box with mud ring. A tamper resistant enclosure provided by Securus will be used to protect the WAP. See photo for WAP location.

Unit 7100A - Using cat 6 cable, extend the existing network jack location behind the television around the walls to the first WAP location. Run conduit as needed from existing box behind the TV to a surface mount double gang box with mud ring. A tamper resistant enclosure provided by Securus will be used to protect the WAP. See photo for WAP location.

Unit 7100B - The WAP will be mounted near the television. Run conduit as needed to route the cable to the WAP. Conduit terminates with a surface mounted double gang box with mud ring. A tamper resistant enclosure provided by Securus will be used to protect the WAP. See photo for WAP location.

Unit 8100 – Using cat 6 cable, extend the existing network jack location behind the television around the walls to the first WAP location. Run conduit as needed from existing box behind the TV to a surface mount double gang box with mud ring. A tamper resistant enclosure provided by Securus will be used to protect the WAP. See photo for WAP location.

Unit 9100 – Using cat 6 cable, extend the existing network jack location behind the television around the walls to the first WAP location. Run conduit as needed from existing box behind the TV to a surface mount double gang box with mud ring. A tamper resistant enclosure provided by Securus will be used to protect the WAP. See photo for WAP location.

Programs area - Using cat 6 cable, extend the existing network jack location below the whiteboard around the left side of the board and up the wall to near the ceiling. Run conduit as needed from existing box to a surface mount double gang box with mud ring. A tamper resistant enclosure provided by Securus will be used to protect the WAP. See photo for WAP location.

### VRS

The scope of the VRS portion of the project is to install 8 new VRS terminals. This document assumes that 1 terminal will be added in housing units 2100, 3100, 4100, 7100, 8100, and 9100. Securus will attempt to use existing phone cabling to replace 1 inmate phone in each of the 6 housing units with new VRS terminals. If current cabling is insufficient, a new cat 6 cable will need to be installed from the IDF to the terminal locations specified. Any new cable pulls must be cat 6, and meet Securus and site requirements.

Locations for the other 2 terminals have not been specified as of this writing. Once locations have been chosen, the Securus site surveyor will need to visit the site again to determine what cabling is required.

### Charging cart locations and AC power needs

Charging cart sizes and AC power requirements are shown below. Existing circuits and outlets can be used if those circuits have the available current capacity to run the charging carts. Any existing circuits intended to be used with the carts will need to be tested prior to install to verify suitability. Any locations without sufficient power will need dedicated 120 VAC 20A circuits installed. Proposed locations are shown in the photos later in this document.

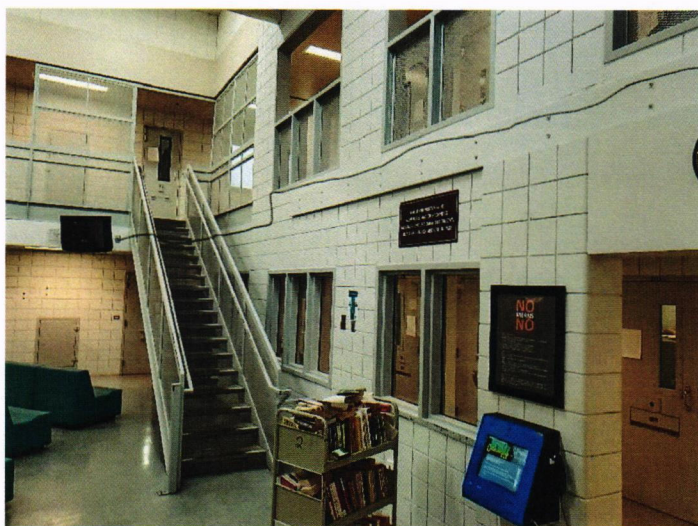
Unit 2100	80 slot cart requiring 13 amps minimum.
Unit 3100	40 slot cart requiring 6 amps minimum.
Unit 4100	16 slot wall cabinet requiring 3 amps minimum.
Unit 7100	80 slot cart requiring 13 amps minimum.
Unit 8100	40 slot cart requiring 6 amps minimum.
Unit 9100	40 slot cart requiring 6 amps minimum.

### IPro Enrollment Phone

The location of the new IPro enrollment phone in 4100 has not been determined as of this writing. If the location the site chooses is suitable for extending the wiring from an existing phone to the new IPro phone location, no contractor work is needed. If extending the existing wire is not an option, a new cat 6 cable will need to be pulled from the new phone location in 4100 to the MDF room located near the generator on the lower level.

### Assumptions:

1. All copper and fiber cable will be plenum rated
2. All Exposed conduit will be EMT. All fittings will be Compression fittings, Exposed conduit will have two-hole straps securing conduit. Contractor will provide all conduit / fittings / straps / boxes.
3. All cables will be labeled/marked at both ends using industry standard techniques
4. All penetrations will comply to NFPA/NEC standards and Facility requirements
5. Tamper proof screws and drive pin anchors to be used in areas accessible to offenders, and standard screws and anchors in all other areas.
6. All wall penetrations shall be sealed with fire proofing.
7. All facility pull ropes / strings that is used will be replaced and left you facility use.
8. All cat 5 / 6 cables will be terminated with RJ45 plugs and wired for 568B wiring code.
9. All fiber will be single mode and tested to be with in these tolerances
  - a. Total run must will be less than 3dB overall loss and less than -40dB reflectance
  - b. All finished fiber will be core fusion spliced and will be tested via OTDR with test results



Unit 2100 conduit feed part 1.



Unit 2100 conduit feed continued and WAP location,



Proposed charging cart location using existing AC circuit if the circuit has 13 amps available. Otherwise, a new 20A circuit will be needed.



Unit 3100 WAP shown in green with conduit. Charging cart in blue. New power will be needed for the cart. 6 amps



minimum.



Unit 3100 first part of conduit run to WAP location.



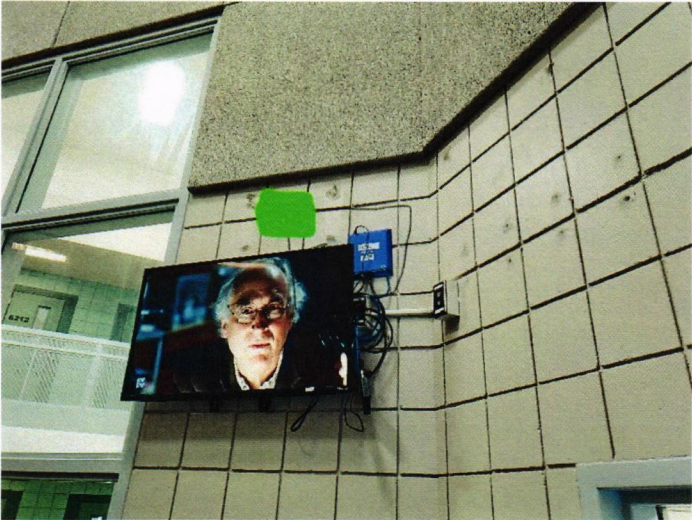
Unit 4100 WAP location.



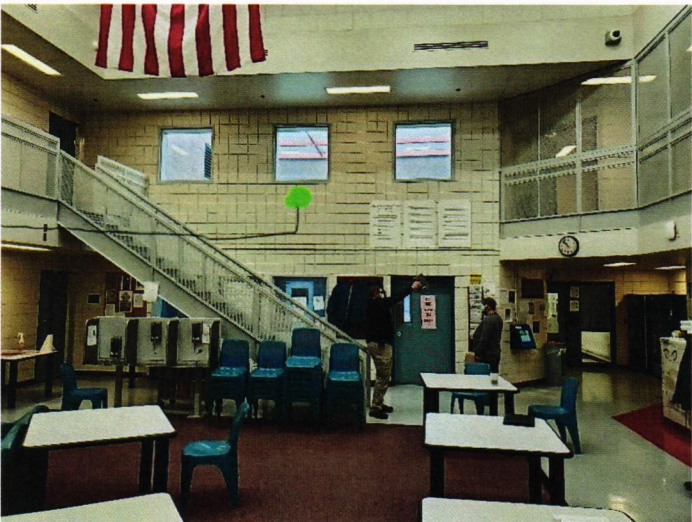
Unit 4100 charging cabinet. Bulletin board will be moved. Existing power will be used.



Unit 7100A WAP and conduit run. Charging cart is in blue. The cart requires 13 amps, so new power may be needed.



Unit 7100B WAP location.



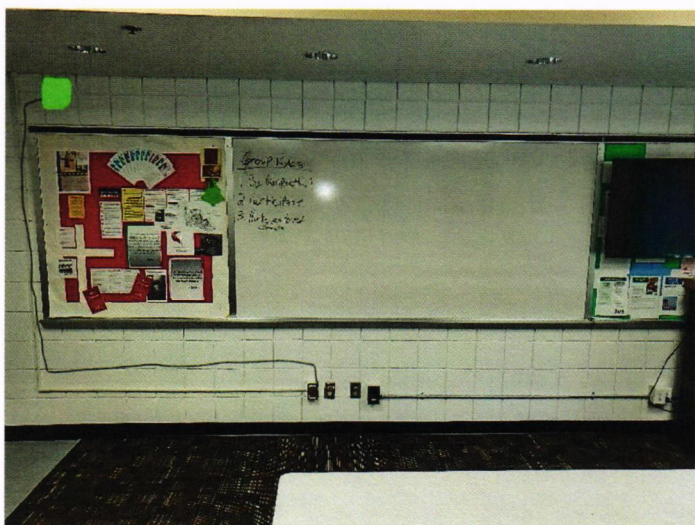
Unit 8100 WAP location. Charging cart location is to be determined.



Unit 9100 WAP location and conduit run.



Unit 9100 charging cart location. Existing power may be sufficient.



Programs area WAP and conduit location.