

SECOND AMENDATORY AGREEMENT

THIS SECOND AMENDATORY AGREEMENT is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and **SECURUS TECHNOLOGIES, INC.**, a Delaware corporation, whose principal place of business is 4000 International Parkway, Carrollton, Texas 75007 (“Contractor” or “Vendor”), collectively, the “Parties.”

WITNESSETH:

WHEREAS, the Parties entered into an Agreement dated November 09, 2013 as amended by the First Amendment effective August 25, 2014, (the “Agreement”), to manage and replace the detention related coin less telephone units at the City’s detention facilities and to install, test, maintain, support and update a turnkey, inmate calling system and to provide an onsite technician for repair and maintenance of the Inmate Telephone System; and

WHEREAS, the Parties wish to further amend the Agreement to amend the scope of work to leverage new functionality at no charge to the City, extend the term of this Agreement as well as the city’s video visitation agreement to make them co-terminus, and revise the revenue structure to the City and lower the costs of making calls for inmates; and

NOW, THEREFORE, in consideration of the premises and the mutual covenants and obligations herein set forth, the Parties agree that the above recitals are incorporated herein as follows:

1. All references to “**Exhibit A**” in the existing Agreement shall be amended to read “**Exhibits A and A-1**, as applicable”
2. Section 1 (D) of the Agreement entitled “**SCOPE**” is amended to read as follows:

“**D.** The Contractor agrees to charge inmate users the rates set out in Attachment 1. The Contractor is prohibited from charging any other fees, charges, expenses, taxes, pass throughs, or any other expenses for inmate call services to the inmates or any third party under this Agreement.”
3. Section 4 of the Agreement entitled “**TERM**” is amended to read as follows:

“**4. TERM:** The Term of the Agreement is from September 1, 2013 through August 31, 2023. This Agreement may be terminated at any time during the original Term, or any extension thereof, pursuant to the terms of this Agreement.”

4. Sections 5A(i) and (ii) of the Agreement entitled "Fee" are amended to read as follows:

"5. COMPENSATION AND PAYMENT:

A. Fee and Monthly Guaranteed Amount:

(i) The City will pay no fee for the Hardware, Software or services described in the SOW. The Contractor will collect payment from inmates and/or others for usage of the installed inmate calling system, effective October 10, 2018, at rates no greater than those set out in Attachment 1, below. Contractor shall pay to City on a monthly basis a Monthly Guaranteed Amount of **THIRTY THOUSAND DOLLARS (\$30,000.00)** beginning on the first month after the mutual execution of this Agreement in 2018. Any other obligations of the Contractor in the Agreement to pay to the City based on commissions are incorporated into the Monthly Guaranteed Amount. Payment of the Monthly Guaranteed Amount is contingent on the City not deploying any products which compete with those deployed by Contractor. Contractor shall invoice the City at full face value for all prepaid cards requested by the City.

(ii) The Contractor shall cooperate with the City's commissary provider to set up debit accounts for inmates' use." 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 ("Holder of Trust Account") to inmate's Debit account. Contractor will also allow inmate Friends & Family members to fund an inmate's Debit account via multiple points-of-sale. Funds deposited by Friends & Family members into an inmate's Debit account become property of the inmate. Contractor establishes inmate Debit accounts which are associated with the inmate's Personal Identification Number ("PIN"). Contractor 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.

Contractor shall invoice Customer/Holder of Trust Account on a monthly basis for all funding amounts transferred from inmates' facility trust/commissary accounts to Inmate Debit accounts for calls made. Contractor reserves the right to deduct call credits from usage.

5. Subsections 5 (C)(6)(7), 5 (E) (ii), F (1), F (2), F (3), are hereby deleted from the Agreement.

6. Removal of Location Based Services. Contractor will no longer provide Location Based Services.

7. Costs Regarding CVV. Contractor will provide Continuous Voice Verification (CVV) at no cost to the City.

8. Costs Regarding THREADS. Contractor will provide THREADS at no cost to the City.

9. Technology Grant. Contractor agrees to annually provide the City with a grant of funds which can either be directly applied against invoices as a credit or the City may request that the Contractor issue a check for the annual grant. The grant for year one (2018) is \$420,000.00 and for the subsequent four years will be \$248,000 per year.

10. Address Change. Contractor's Notice and Payment addresses are hereby changed to the following:

Notice Address:

4000 International Parkway
Carrollton, Texas 75007
Attention: General Counsel
Phone: (972) 277-0335

Payment Address:

4000 International Parkway
Carrollton, Texas 75007
Attention: Accounts Payable
Phone: (972) 277-0335

11. This Second Amendatory Agreement may be executed in counterparts, each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same instrument.

12. Except as herein amended, the Agreement is affirmed and ratified in each and every particular.

ATTACHMENT 1
RATES AND FEES

<u>Inmate Call Rates-All Calls</u>	
Local rate	0.086 per min
Instate rate	0.086 per min
Interstate rate	0.086 per min

Inmate Phone Service Fees:

Service Fees	Fee
Inmate Debit phone time purchased by Inmate	\$0
Automated payment by phone or website: \$3 per use	\$3
Payment through a live agent: \$5.95 per use	\$5.95
Paper/bill statement fee: \$2 per use	\$2
Third-party financial transaction fees, such as fees charged by MoneyGram or Western Union, may be passed through with no mark-up.	Varies by entity



CITY AND COUNTY OF DENVER 2018 RENEWAL

Technology Included

Securus' will provide the following services at no cost to Denver:

- **Securus Communications Platform (SCP)** – The SCP is the most widely deployed platform in the industry with over 2,700 site installations. The SCP delivers over 550 features and functions, including 3 Way Detection, Covert Alert, Remote Call Forwarding, Voice Biometrics, PINs, live monitoring, hot number alerts, "kill" switches, a Crime Tip Informant Line, and over 50 standard reports. The SCP is updated quarterly at **no cost** to the City and County.
- **NEXTGEN – the next level in our platform coming in 2019 to replace SCP. Denver will be upgraded at no cost**
- **Investigator PRO (iPro) – No other provider can match this technology.** iPro provides real time verification and alerts based on an inmate's biometric voice print, as well as analytic tools to significantly enhance investigations. iPro delivers proven investigative capabilities that revolutionize how inmate calls are reviewed. This is a "must have" tool when battling inmate PIN theft.
- **THREADS Data Analytics Software** – fosters information-sharing and provides focused lead identification. The software is proven, and in use by some of the most recognized law enforcement agencies nationwide and can be expanded to support outside agencies in joint investigations with the Denver County Sheriff's Department.
- **ICER (Inter Communication Evaluation and Reporting Tool)** – uncovers and helps eliminate inmate-to-inmate communications both within your facility and at any of Securus' partner facilities.
- **Inmate Debit** – automated prepaid calling debit account for inmates with an integration with your commissary provider
- **Onsite Service and Support Technician** – support and maintenance on all Securus systems
- **Free calling on Intake phones** -Securus will also set all of the phones in the intake area of the Downtown Detention Center to provide unlimited free local

calling at 5 minute increments. This will aid in the urgent connections needed for people to bond out faster or notify loved ones of their situation.

Contract Control Number: TECHS-201312032-02

Contractor Name: Securus Technologies, Inc.

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of November 27, 2018.



SEAL

CITY AND COUNTY OF DENVER

ATTEST:

[Redacted]
[Redacted], Clerk and Recorder,
Ex-Officio Clerk of the City and
County of Denver

By [Redacted], Mayor

APPROVED AS TO FORM:

Attorney for the City and County of
Denver

By [Redacted], Assistant City
Attorney

REGISTERED AND COUNTERSIGNED:

[Redacted]
By [Redacted], CFO of Finance

[Redacted]
By [Redacted], Deputy Auditor



Contract Control Number: TECHS-201312032-02

Contractor Name: Securus Technologies, Inc.

By: _____
Name: _____
(p) _____
Title: _____
(please print)



ATTEST: [if required]

By: _____
Name: _____
Title: _____
(please print)

