

**DEPARTMENT OF  
CORPORATION COUNSEL**



**JAMES A. BARCIA**  
County Executive

**Amber Davis-Johnson**  
Corporation Counsel  
johnsona@baycounty.net

**Jayson Hoppe**  
Administrative Supervisor & FOIA Coordinator  
hoppej@baycounty.net

**Heather Brady Pitcher**  
Assistant Corporation Counsel  
pitcherh@baycounty.net

**Tel:** (989) 895-4131  
**Fax:** (989) 895-2094

**Nicole LaDouce**  
Risk Management & FOIA Facilitator  
ladoucen@baycounty.net

January 6, 2021

Ms. Cindy Luczak  
Bay County Clerk  
515 Center Avenue  
Bay City, Michigan 48708

**RE: THIRD AMENDMENT TO MASTER SERVICES AGREEMENT**

Dear Ms. Luczak:

Enclosed please find the signed Third Amendment to Master Services Agreement for the period of December 21, 2020 through March 13, 2025, between the County of Bay and Securus Technologies, LLC.

This agreement has been approved by the Board of Commissioners and signed by the Chairman of the Board pursuant to Resolution No. 2020-210, dated November 10, 2020.

Please place this document on file in your office. Thank you.

Sincerely,

A handwritten signature in black ink that reads "Jayson Hoppe".

JAYSON HOPPE  
Administrative Supervisor

Enclosure (1)

cc: Sheriff Troy Cunningham  
Captain Troy Stewart

**THIRD AMENDMENT  
TO  
MASTER SERVICES AGREEMENT**

This **THIRD AMENDMENT** ("Third Amendment") is effective as of the last date signed by either party ("Third Amendment Effective Date") and amends and supplements that certain Master Services Agreement by and between Securus Technologies, LLC ("we," "us," or "Provider") and Bay County Sheriff's Department ("you" or "Customer") dated March 13, 2017, as subsequently amended (collectively, the "Agreement").

**WHEREAS** Customer and Provider are parties to the Agreement and desire to amend the terms as stated herein;

**NOW, THEREFORE**, as of the Third Amendment Effective Date and in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. Term. This Third Amendment shall commence on the Third Amendment Effective Date and shall remain in effect through the Term of the Agreement. Further, the Initial Term of the Agreement shall be extended by an additional 36 months, with a modified end date of March 13, 2025. Notwithstanding anything to the contrary, the terms and conditions of the Agreement shall continue to apply for so long as we continue to provide the Applications to you after the expiration or earlier termination of this Agreement.
2. Additional ConnectUs Application. Provider will deploy its Law Library ConnectUs Application at no additional cost to Customer.
3. Removal of Location Based Services. Location Based Services is no longer available and is removed from the Agreement.
4. Additional Applications. The following Application is added to the Agreement:

**ADVANCECONNECT SINGLE CALL**

AdvanceConnect Single Call allows friends and family to pre-pay for a call from an inmate and, if deployed, hereby replaces Provider's Instant Pay Program. 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). AdvanceConnect Single Call calls are commissioned in the same manner as collect calls.

5. Customer Options for Alternative Compensation Structures. Notwithstanding anything to the contrary in the Agreement, at Customer's option, Customer may request that compensation and rates under the Agreement be amended to either a no commission or taxpayer-funded and no commission option at any time during the Term. If requested by Customer, the parties will negotiate in good faith regarding an appropriate reduction to the applicable call rates if Customer agrees to no longer receive any commission or other type of financial compensation under the Agreement. For such compensation structures, Provider can also accommodate a Customer request to transition from inmate and friend and family funding of inmate telephone services to a model where those services are taxpayer-funded / paid for by Customer.
6. Except as expressly amended by this Third Amendment, all of the terms, conditions and provisions of the Agreement shall remain in full force and effect.

EXECUTED as of the Third Amendment Effective Date.

<p><b>CUSTOMER:</b> Bay County Sheriff's Department / Bay County Bd. Comm By: <u>[Signature]</u> Name: <u>Michael J. Duranazyk</u> Title: <u>Chair, Bay Bd. Comm.</u> Date: <u>12/15/2020</u></p>	<p>APPROVED AS TO LEGAL FORM ONLY BAY COUNTY CORPORATION COUNSEL DATE: <u>12/15/2020</u></p>	<p><b>PROVIDER:</b> Securus Technologies, LLC (f/k/a Securus Technologies, Inc.) By: <u>[Signature]</u> Name: <u>Dennis J. Reinhold</u> Title: <u>SVP / General Counsel</u> Date: <u>12/15/20</u></p>
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**RECEIVED**

JAN 04 2021

BAY COUNTY  
SHERIFF'S OFFICE

**RECEIVED**  
12-18-20

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**Please return signed contract to:**

**4000 International Parkway**

**Carrollton, Texas 75007**

**Attention: Contracts Administrator**

**Phone: (972) 277-0300**

BAY COUNTY BOARD OF COMMISSIONERS

NOVEMBER 10, 2020

RESOLUTION

BY: WAYS AND MEANS COMMITTEE (11/10/2020)  
 WHEREAS, Securus Technologies currently provides telephone service and video visitation for the Bay County Jail inmates; and  
 WHEREAS, A request to amend and extend the contract with Securus Technologies with an addendum to include the Law Library accessibility to all inmates renting tablets is requested; and  
 WHEREAS, The cost to add the law library to the tablets would cost \$3,500.00 per year or a total of \$7,000.00 for the last two years of the current contract; initiating this accessibility will cut down on damage to the books and reduce the amount of inmate movement; and  
 WHEREAS, There are two years remaining on the existing contract and, with the addition of a 3 year contract extension, Securus would provide the upgrade free of charge; and  
 WHEREAS, Securus and the Bay County Sheriff's Office have had a long and successful partnership and the addition of Law Library accessibility will result in a cost savings and improved security; and  
 WHEREAS, Bay County currently pays an access membership to the Law Library for the Jail at a cost of \$445.95 per month through Thomason Reuters and the Securus offer would eliminate the need for the current Reuters Law library software; and  
 WHEREAS, No additional General Fund monies are requested as this expense is currently budgeted; Therefore, Be It  
 RESOLVED That the Bay County Board of Commissioners approves Securus Technologies Contract Amendment and a 3 year contract extension and authorizes the Chairman of the Board to execute all documents related to the Amendment and contract extension on behalf of Bay County (Sheriff's Office) following Corporation Counsel review and approval; Be It Finally  
 RESOLVED That related budget adjustments, if required, are approved.

THOMAS M. HEREK, CHAIR  
 AND COMMITTEE

Sheriff - Securus Amendment & Contract Extension

MOVED BY COMM. HEREK

SUPPORTED BY COMM. COONAN

COMMISSIONER	Y	N	E	COMMISSIONER	Y	N	E	COMMISSIONER	Y	N	E
MICHAEL J. DURANCZYK	X			KIM J. COONAN	X			MICHAEL E. LUTZ	X		
ERNIE KRYGIER	X			THOMAS M. HEREK	X						
VAUGHN J. BEGICK	X			TOM RYDER	X						

VOTE TOTALS:  
 ROLL CALL: X YEAS 7 NAYS 0 EXCUSED 0  
 VOICE: YEAS \_\_\_\_\_ NAYS \_\_\_\_\_ EXCUSED \_\_\_\_\_

-6-

DISPOSITION: ADOPTED X DEFEATED \_\_\_\_\_ WITHDRAWN \_\_\_\_\_  
 AMENDED \_\_\_\_\_ CORRECTED \_\_\_\_\_ REFERRED \_\_\_\_\_ NO ACTION TAKEN \_\_\_\_\_