

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**FOURTH AMENDMENT TO
MASTER SERVICES AGREEMENT FOR
SHERIFF'S OFFICE INMATE TECHNOLOGY SYSTEMS
PURSUANT TO RFP 18-021**

This FOURTH AMENDMENT of the Master Services Agreement for Sheriff's Office Inmate Technology Systems Pursuant to RFP 18-021 is made and entered into by and between FORT BEND COUNTY, TEXAS, a body politic, acting herein by and through its Commissioners Court (hereinafter "County") and Securus Technologies, LLC (f/k/a Securus Technologies, Inc.) (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

RECITALS

WHEREAS, on or about February 13, 2018, the Parties entered into Master Services Agreement for Sheriff's Office Inmate Technology Systems Pursuant to RFP 18-021, which was amended on or about March 13, 2018, February 12, 2019, and March 24, 2020; the Master Agreement and three Prior Amendments are all incorporated by reference;

WHEREAS, the Parties desire to amend the terms as stated herein;

NOW, THEREFORE, as of the last date signed by either party and in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

- I. The standard retention cycle for all recorded Securus Video Connect sessions is hereby changed from 30 days to 90 days. Securus will provide County access to utilize any necessary software to download and store call recordings with continued access after termination to sort/filter downloaded calls.
- II. The following is added to Section One – Scope of Services:

Securus will deploy its Word Alert product. Securus Word Alert is a safety, security, and investigative feature of the NextGen Secure Communications Platform which uses speech-to-text technology to transcribe the audio in calls and, if applicable, Video Connect sessions to text and allows investigators to search text transcripts for specified words and phrases. It also enables investigators to request English translations of transcripts that are in some other languages. County's use of Word Alert is governed by and conditioned upon the terms set forth herein.

In exchange for Word Alert, where permitted by applicable law and regulation, call rates will increase by \$0.01 per minute, which will not be eligible for commission to the County under the Agreement. Each party shall inform the other of any regulatory changes concerning the use of Word Alert to the extent a party becomes aware of such changes.

County Warranty. County will comply with all privacy, consumer protection, constitutional, marketing, and data security laws and government guidelines applicable to County's access to and use of information obtained in connection with or through Word Alert. County acknowledges and understands that County is solely responsible for its compliance with such laws and that Contractor makes no representation or warranty as to the legality of the use of Word Alert or the information obtained in connection therewith. Contractor will have no obligation, responsibility, or liability for County's compliance with any and all laws, regulations, policies, rules or other requirements applicable to County by virtue of its use of Word Alert. To the fullest extent allowed by law, County agrees to be responsible for any loss, cost, claim, liability, damage, and expense (including, without limitation, reasonable attorney's fees and expenses) arising out of County's non-compliance with applicable laws.

Conditional Use of Word Alert. Contractor reserves the right to modify, enhance, or discontinue, in its sole discretion, any or all of the features that are currently part of Word Alert. Moreover, if Contractor determines in its sole discretion that Word Alert and/or County's use thereof (1) violates the terms and conditions set forth herein; (2) violates any applicable rule; or (3) is reasonably likely to be so determined, Contractor may, upon written notice, immediately terminate County's access to Word Alert and shall have no further liability or responsibility to County with respect thereto.

Accuracy of Transcription, Translation, and Analytical Services. County understands and acknowledges that all information used and obtained in connection with Word Alert is provided "AS IS." County acknowledges and agrees that speech transcription and translation is subject to unavoidable inaccuracies due to, among other things, poor audio quality, language spoken with significant accents or dialects, unfamiliar vernacular or vocabulary, or other issues which may result in transcript or translation inaccuracies. Contractor does not make any representations or warranties regarding Word Alert's ability to identify suspicious or suggestive key words or phrases, phrases that suggest threats to security, or phrases that indicated criminal activity in and outside of the Facility(s).

Disclaimer of Warranties. COUNTY UNDERSTANDS AND ACKNOWLEDGES THAT WORD ALERT AND ALL INFORMATION USED AND OBTAINED IN CONNECTION WITH THE SAME IS PROVIDED "AS IS." CONTRACTOR AND ITS SUBSIDIARIES DO NOT MAKE AND HEREBY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO WORD ALERT. CONTRACTOR DOES NOT GUARANTEE OR WARRANT THE CORRECTNESS, COMPLETENESS, LEGALITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF WORD ALERT OR INFORMATION OBTAINED IN CONNECTION THEREWITH. IN NO EVENT WILL CONTRACTOR AND ITS SUBSIDIARIES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING, INCURRED BY COUNTY FROM RECEIPT OR USE OF INFORMATION OBTAINED IN CONNECTION WITH WORD ALERT OR THE UNAVAILABILITY THEREOF.

- III. This Fourth Amendment shall commence on the last date signed by either party and remain in effect through the term of the Agreement
- IV. Except as modified herein, any prior executed document remains in full force and effect and has not been modified or amended. In the event of conflict, the contents of the most recently executed document shall prevail.

V. Execution.

IN TESTIMONY OF WHICH, THIS AMENDMENT shall be effective up on execution of all parties.

ATTEST: _____	"County" FORT BEND COUNTY By: _____ KP George, Fort Bend County Judge Date: _____
ATTEST: _____	"Contractor" Securus Technologies, LLC (f/k/a Securus Technologies, Inc.) By: <u>TR</u> _____ Name: _____ Russell Roberts Title: _____ Chief Growth Officer Date: _____ 12/14/2021

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ _____ to accomplish and pay the obligation of Fort Bend County under this contract.

Robert Ed Sturdivant, County Auditor

