

WHEREAS, subject to the changes herein, the parties have executed and accepted Securus Technologies SECOND AMENDMENT TO THE MASTER SERVICES AGREEMENT (the "Securus Second Amendment"), attached hereto as Exhibit "A-2" and incorporate fully by reference; and

WHEREAS, County desires that Contractor provide services by and through the Fort Bend County Sheriff's Office in accordance with the Securus Second Amendment; and

NOW, THEREFORE, County and Contractor desire to amend said Agreement as set forth below:

1. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of this Second Amendment.
2. **Scope of Services.** Contractor shall provide services to County as described in the Securus Second Amendment, attached as Exhibit "A-2," and incorporated fully by reference.
3. **Term.** The term of the Agreement shall commence on the Second Amendment Effective Date and shall expire no later than March 31, 2028, unless terminated sooner pursuant to the Securus Second Amendment. Contractor will complete the tasks described in the above Scope of Services within this time or within such additional time as may be extended by the County. Notwithstanding anything to the contrary, the terms and conditions of this Second Amendment will continue to apply to each Schedule for so long as Contractor continues to provide the Applications to County after the expiration or earlier termination of this Agreement.
4. **Modifications.** Except as modified herein, the Agreement, as amended by the Securus Second Amendment, remains in full force and effect and has not been modified or amended.
5. **Conflict.** In the event there is a conflict between this Second Amendment and the Securus Second Amendment, this Second Amendment controls to the extent of the conflict. In the event there is a conflict between the Securus Second Amendment and First Amendment or the Agreement, the Securus Second Amendment controls to the extent of conflict.
6. **Understanding, Fair Construction.** By execution of this Second Amendment, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Second Amendment. This Second Amendment, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.
7. **Indemnity.** The parties agree that under the Constitution and laws of the State of Texas, County cannot enter into an agreement whereby County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding or saving harmless Contractor for any reason are hereby deleted.

8. **Certain State Law Requirements for Contracts.** The contents of this Section are required by Texas Law and are included by County regardless of content. For purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Contractor hereby verifies that Contractor and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:
- a. Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.
 - b. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in § 808.001 of the Texas Government Code.
 - c. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in § 809.001 of the Texas Government Code.
 - d. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in § 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in § 2274.001(6) and (7) of the Texas Government Code.
9. **Captions.** The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.
10. **Severability.** If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

(Execution Page Follows)

IN WITNESS WHEREOF, this Second Amendment is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Second Amendment and the attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

FORT BEND COUNTY

SECURUS TECHNOLOGIES, LLC.

KP George, County Judge



Authorized Agent - Signature

Date

Kevin Elder

Authorized Agent- Printed Name

ATTEST:

President

Title

Laura Richard, County Clerk

3/2/2026

Date

REVIEWED:



Eric Fagan, Sheriff



AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 0.00 to accomplish and pay the obligation of Fort Bend County under this Agreement.

Robert Ed Sturdivant, County Auditor

EXHIBIT A-2



SECOND AMENDMENT TO THE MASTER SERVICES AGREEMENT FORT BEND COUNTY, TX

This **SECOND AMENDMENT** ("Second Amendment") is effective as of the last date signed by either party ("Second Amendment Effective Date") and amends and supplements the Master Services Agreement by and between Securus Technologies, LLC ("we," "us," or "Provider") and Fort Bend County, TX ("you" or "Customer") dated March 25, 2025 (the "Agreement"). All capitalized terms contained but not defined herein are defined in the Agreement.

WHEREAS In 2024, the Federal Communications Commission published the *Incarcerated People's Communication Services: Implementation of the Martha Wright-Reed Act: Rates for Interstate Inmate Calling Services*, WC Docket Nos. 23-62 & 12-375, FCC 24-75 (rel. July 22, 2024) (the "2024 FCC Order") which, among other things, lowered the rates for voice and video calls and prevented providers from paying cash or in-kind commissions out of revenue regulated by the FCC.

WHEREAS On June 30, 2025, the FCC published an order (the "Waiver Order") extending the compliance dates of the following requirements of the 2024 FCC Order to April 1, 2027: new caps on voice and video calls, the prohibition against cash or in-kind commissions, and the requirement that providers offer video calls on a per-minute basis.

WHEREAS On December 5, 2025, the FCC published an order in the Federal Register (the "Interim Order") which, among other things, adjusted the 2024 FCC Order rate caps to include the costs of investigative products and safety and security services as adjusted for inflation, and allowed a per-minute additive to the call rate to account for costs customers incur in allowing access to IPCS.

WHEREAS The parties now agree to further amend the Agreement in light of the Interim Order, which Provider will implement on April 1, 2026 ("the Interim Order Implementation Effective Date").

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

1. **Term.** This Second Amendment shall commence on the Second Amendment Effective Date and shall remain in effect through the Term of the Agreement. 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 the Agreement.
2. **Voice Call Rate.** As of the Interim Order Implementation Effective Date, Provider will charge \$0.12 per minute voice call-rate to the end user, plus applicable taxes, tariffs, fees, and surcharges, in compliance with state and federal regulatory requirements. International rates, if applicable, will vary by country.
3. **Video Call Rate.** As of the Interim Order Implementation Effective Date, Provider will charge \$0.19 per minute video call-rate to the end user, plus applicable taxes, tariffs, fees, and surcharges, in compliance with state and federal regulatory requirements.
4. **Cost Recovery.** As of the Interim Order Implementation Effective Date, Section 4 of the FCC Waiver Order Amendment is deleted, and Provider will pay Customer \$0.02 per minute of both the voice and video call rates indicated above as recovery of costs incurred by Customer for allowing access to both audio and video services.
5. **Commission on Non-Regulated Applications.** As of the Interim Order Implementation Effective Date, Provider will pay Customer the following commissions:
 - a. 50% on the revenue earned through the purchase of content on tablets; such commission is net of licensing and network costs, excludes applicable taxes, tariffs, fees, and surcharges, and is not paid on the tablet rental rate.
 - b. 50% on eMessaging.
 - c. 50% on Securus Text Connect.

6. Minimum Annual Guarantee. On or about the Interim Order Implementation Effective Date Provider will pay Customer compensation in connection with non-regulated Applications as described in this Agreement. Such compensation will be paid monthly, but Provider will guarantee a minimum total annual compensation of \$300,000.00 in connection with the non-regulated Applications provided by this Agreement. If (1) the ADP levels drop by more than 5% and/or (2) federal, state, or local regulatory requirements are amended in a manner which negatively impacts Provider's business, the parties agree to negotiate in good faith to reduce the minimum annual guarantee.

7. Account Activator. Account Activator, which replaced AdvanceConnect Singl Call, allows the incarcerated end user to call a third-party number that does not have an AdvanceConnect account or who does not have sufficient balance in his or her account to complete a call at no cost for a brief conversation. Account Activator then allows the third-party to set up an AdvanceConnect account or to add funds to a low or no balance account to place future calls by connecting the third-party to Provider's Interactive Voice Response (IVR) and either set up a billing method or add funds, respectively. After the initial brief no cost call, the incarcerated end user is requested to call later while an account is set up for the third-party. Provider will set parameters to offer third party no cost calls.

8. Inflation Adjustments. To the extent permitted by applicable law and regulation, Provider reserves the right to increase the prices described in the Agreement on an annual basis by the percentage increase in consumer prices for services during the applicable trailing 12-month period as measured by the United States Consumer Price Index or a similar index should such index no longer be published. Notwithstanding the foregoing limitation on price increases, Provider reserves the right to increase prices upon 30 days' notice in the event of a cost increase that exceeds 3% of Provider's current costs directly related to the provision of Applications under the Agreement.

9. Prevailing Party. If any legal action or other proceeding is brought for the enforcement of the Agreement or because of an alleged dispute, breach, default, or misrepresentation in connection with any provisions of the Agreement, the successful or prevailing party or parties shall be entitled to recover from the non-prevailing party, reasonable attorneys' fees, court costs, and all expenses, even if not taxable as court costs (including, without limitation, all such fees, costs, and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled. As used herein, "prevailing party" includes without limitation, a party who dismisses an action for recovery hereunder in exchange for payment of the sums allegedly due, performance of covenants allegedly breached, or consideration substantially equal to the relief sought in the action.

10. Advanced TRS. In September 2022, the Federal Communications Commission released the Fourth Report and Order in WC Docket No. 12-375 ("FCC TRS Order"), which requires all providers of communication services for incarcerated end users to provide, in addition to traditional Teletypewriters (TTY) and Speech-to Speech services, those incarcerated end users with a communication disabilities access to Telecommunications Relay Services ("TRS") and related communication services (collectively, "Advanced TRS") at each correctional facility in a jurisdiction with an average daily population of 50 or more incarcerated end users, except where the correctional authority overseeing a facility prohibits that access. For this reason, Provider requires Customer to select the following Advanced TRS services from the table below (check the box for each services, or check the last box to decline any services at this time:

Advanced TRS	Description	Check Box
Video Relay service and Point to Point Video service	Provides a way to communicate using American sign language (ASL) or Spanish sign language (LSE) and an interpreter through video equipment or allows direct video communication using ASL / LSE	
IP Relay*	Provides a way to communicate using text and an interpreter through internet-enabled equipment	
IP-Captioned telephone service*	Provides a way to communicate through live captioning on internet-enabled equipment	
Customer does not wish to implement any Advanced TRS services at this time		X

*Customer agrees to sign the corresponding forms as provided to Customer by Provider with no alteration to the form's content whatsoever.

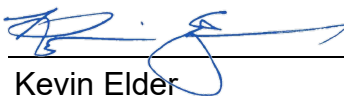
TRS Device Limited Warranty. Provider will provide the agreed upon number of TRS devices and related equipment (collectively, the "TRS Device") during the terms of the Agreement. Provider agrees to repair and maintain such TRS Device in good operating condition (ordinary wear and tear excepted), including, without limitation, furnishing all parts and labor during the term of the Agreement. Notwithstanding the foregoing, Provider is not responsible for any

Breakage, as defined in the Warranties and Disclaimer Section of the Agreement, and Customer shall be responsible for the cost of such Breakage, including, but not limited to replacement costs. Customer will be charged for repair costs incurred due to Breakage, up to the amount of replacement of the TRS Device. Such charges will be invoiced to the Customer. Customer agrees to promptly notify Provider in writing after discovering any damage due to Breakage. Provider will have no obligation to repair or maintain such TRS Device, if the TRS Device is, without Provider's knowledge and approval, interfaced with other devices or software owned or used by Customer or a third party, or if the TRS Device is otherwise damaged as a result of Customer's actions.

11. Compliance with FCC Regulations. The Agreement includes terms to comply with the current Interim Order. There is the potential for its requirements to change during the Term of the Agreement. If any such changes occur during the Term of Agreement, the parties agree to work together in good faith to agree to appropriate changes to address such changes. Additionally, current FCC regulations do not allow Provider to charge ancillary service charges on transactions involving voice and video calls. If the FCC allows Provider to charge ancillary service charges on transactions involving voice and video calls in the future, Customer agrees that Provider may charge such fees, up to the maximum amount allowed by the FCC, without the need for further contract amendment or customer approval.

12. Except as expressly amended by this Second Amendment, all of the terms, conditions and provisions of the Agreement shall remain in full force and effect.

EXECUTED as of the Second Amendment Effective Date.

<u>CUSTOMER:</u> Fort Bend County, TX	<u>PROVIDER:</u> Securus Technologies, LLC
By: _____	By:  _____
Name: _____	Name: <u>Kevin Elder</u>
Title: _____	Title: <u>President</u>
Date: _____	Date: <u>3/2/2026</u>