

**FIRST AMENDMENT TO
MASTER SERVICE AGREEMENT**

This **FIRST AMENDMENT** ("First Amendment") is effective as of the last date signed by a party ("First Amendment Effective Date") and amends and supplements that certain Master Service Agreement with an Effective Date of September 10, 2013, a copy of which is attached as Exhibit A ("Agreement") by and between Fort Bend County ("Customer") and Securus Technologies, Inc. ("Provider").

WHEREAS, Customer and provider agree to modify certain terms of their Agreement as set forth below;

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

- 1. **TERM AND SCOPE.** The terms of this First Amendment are effective upon execution of both Parties and will remain in effect through the term of the Agreement. Except as otherwise modified herein, each and every provision of the parties' Agreement shall remain in full force and effect.
- 2. **COMPENSATION.** The Section entitled "Compensation" on pages 7-8 shall be modified as set forth below:

A. The following language shall be deleted in its entirety:

~~Minimum Annual Guaranty (MAG): So long as the inmate population (expressed as average daily population, or ADP) is 850 inmates, payment will not fall below \$336,000 for the 12 month period following the Effective Date. Each year thereafter, Provider will adjust the MAG upward or downward to reflect 100% of the actual commissions earned in the prior twelve (12) months. All MAG commission payments shall be final and binding upon you unless we receive written objection within sixty (60) days after the MAG has been paid to you. NOTWITHSTANDING ANYTHING TO THE CONTRARY, PROVIDER SHALL HAVE THE RIGHT THROUGHOUT THE INITIAL TERM AND ANY RENEWAL TERMS OF THIS AGREEMENT, BUT NOT MORE OFTEN THAN ONCE PER CALENDAR YEAR, TO FULLY AUDIT OR EXAMINE ANY AND ALL INFORMATION PERTAINING TO THE CUSTOMER'S AVERAGE DAILY POPULATION.~~

B. The Minimum Annual Guaranty (MAG) received by Customer for the first twelve month period of service will be retroactively adjusted as follows:

- 1. Customer shall remit a total value of \$117,856.08 to Provider as more specifically described below:
 - a. A check for \$29,464.02 will be issued to Provider within 30 days of execution, on behalf of Customer's Jail Commissary Account;
 - b. Customer's earned commission on inmate debit sales will be reduced by \$2,455.34 each month for the next 12 months (for a total reduction of \$29,464.02) following execution of this Amendment
 - c. Customer's actual earned commission on collect revenue will be reduced by \$4,910.67 each month for the next 12 months (for a total reduction of \$58,927.04) following execution of this Amendment
- 2. Customer shall retain \$58,928.03 previously remitted by Provider as part of the 1st year MAG payment.

3. INMATE DEBIT. The Section entitled "Inmate Debit" on page 11 shall be modified as set forth below:

a. The following language shall be deleted in its entirety:

INVOICING AND COMPENSATION:

~~Provider shall invoice Customer on a weekly basis for all funding amounts transferred from inmates' facility trust/commissary accounts to Inmate Debit accounts. The invoice will be due and payable upon receipt. Provider shall pay Customer the commission percentage that Provider earns through the completion of Debit calls placed from Customer's Facilities as specified in the chart below. Provider reserves the right to deduct call credits from usage. Provider shall remit the commission for a calendar month to Customer on or before the 30th day after the end of the calendar month in which the Debit calls were made (the "Payment Date"). All commission payments shall be final and binding upon Customer unless Provider receives written objection within sixty (60) days after the Payment Date.~~

b. The following language shall be added:

INVOICING AND COMPENSATION:

Provider shall invoice Customer on a weekly basis for all funding amounts transferred from inmates' facility trust/commissary accounts to Inmate Debit accounts. The invoice will be due and payable upon receipt. Provider shall pay Customer the commission percentage that Provider earns through the completion of Debit calls placed from Customer's Facilities as specified in the chart below. Provider reserves the right to deduct call credits from usage. Provider shall remit the commission for a calendar month to Commissary on or before the 30th day after the end of the calendar month in which the Debit calls were made (the "Payment Date"). All commission payments shall be final and binding upon Customer unless Provider receives written objection within sixty (60) days after the Payment Date.

Note that all Commission payments for Inmate Debit should be remitted to the Commissary at the following address:

Fort Bend County Detention Facility
ATTN: Commissary
1410 Williams Way Boulevard
Richmond, TX 77469

4. AUTOMATED INFORMATION SERVICES. The schedule shall be amended to add the following Application:

Automated Information Services (AIS™)

DESCRIPTION

Provider will provide the AIS as described herein through its wholly owned subsidiary, Telerus. The AIS™ application is designed to automate internal inquiries from detainees and outside calls from friends and family members on one single platform, as well as allow inmates' friends and families the ability to open or fund a pre-paid telephone account, an inmate phone account leave a voicemail. The application is accessed through a telephone IVR system. Once Facility staff has uploaded all required information, the system is able to automate information such as Commissary Balances (pending MIS system data flow); Charge Information; Court Appearance Dates, Times, Locations; Bond Amounts, Types; Projected Release Dates; and Visitation Eligibility, Times.

Automated Information Services 2.0 is configurable to meet the specific needs of Customer's Facility. The standard option includes automation of inmate and Facility information to constituents

who call Customer's existing main telephone number and to inmates at Customer's Facility. The following are options and requirements available for AIS.

- ✓ Automation of inmate and Facility information to constituents (standard)
- ✓ Automation of inmate and Facility information to inmates (Securus ITS Customers only)
- ✓ Ability to open or fund a Securus pre-paid telephone account (Required)
- ✓ Ability to fund an inmate phone account (Required)
- ✓ Ability to leave a voice mail (Required)
- ✓ Ability to provide for inmate information via InmateInfo.com

The application provides all information automatically without staff intervention 24/7. Customer shall be responsible for any/all integration fees incurred by their JMS/MIS system provider in order for AIS™ to receive inmate data.

The AIS™ Jail Voicemail feature is a one-way communication product that allows friends and family members calling a facility to leave a 45-second voicemail for an inmate providing a quick way for friends and family to initiate communication or deliver timely information to an inmate prior to a scheduled phone call or visitation. Friends and family will pay up to a \$3.95 usage fee for each voicemail they leave, 20% of which Customer will receive each month as a commission payment. AIS™ Jail Voicemail is not subject to any other compensation.

InmateInfo.com provides the features and benefits of AIS™ on the Web. InmateInfo.com allows friends and family members to search by facility and inmate to find the same inmate information AIS™ provides.

Customer agrees to implement all Required features above. Any changes by Provider to expand the AIS™ services offering during the Term of the Agreement will require an Amendment signed by both parties.

PAYMENT

Provider shall offer AIS™ to Customer free of charge provided that Customer implements all required features. If required features are not implemented or maintained during the Term of the Agreement, AIS pricing will revert to \$4.00 per ADP per month, based on Customer's estimated Average Daily Population ("ADP"). If the ADP levels fluctuate by more than fifteen percent (15%), Provider reserves the right to renegotiate the monthly fee or terminate this AIS Exhibit upon sixty (60) days advance written notice to Customer.

Remainder left blank

Execution page follows

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the First Amendment Effective Date by their duly authorized representatives.

Fort Bend County

Securus Technologies, Inc.

By: 

By: 

Name: Robert Hebert

Name: ~~Geoff Boyd~~ Robert Pickens

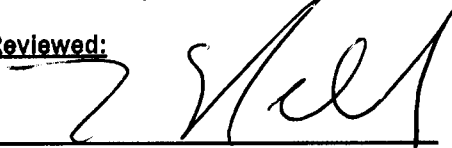
Title: County Judge

Title: Chief Financial Officer President

Date: April 14, 2015

Date: 3/30/15

Reviewed:

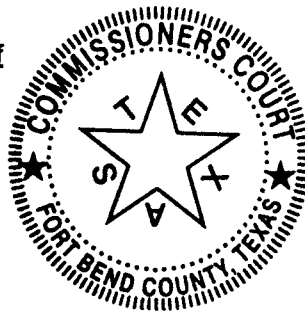


Troy E. Nehls, Fort Bend County Sheriff

ATTEST:



Laura Richard, County Clerk



Please return signed document to:

14651 Dallas Parkway
Sixth Floor
Dallas, Texas 75254

Attention: Contracts Administrator

Phone: (972) 277-0300

MTR: I/Agreements/2015/Sheriff 03.19.2015

Exhibit A

Master Service Agreement with an
Effective Date of September 10, 2013