

AMENDATORY AGREEMENT

THIS 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 14651 Dallas Parkway, Suite 600, Dallas, TX 75224 the (“Contractor” or “Vendor”), collectively, the “Parties”.

WITNESSETH:

WHEREAS, the Parties entered into an Agreement dated November 09, 2013 (the “Agreement”), to manage and replace the detention related coin less telephone units and to install, test, maintain, support and update a turnkey, inmate calling system and to provide an on-site technician for repair and maintenance of the Inmate Telephone System; and

WHEREAS, the Parties wish to amend the Agreement to reduce the commission amount to reflect the change in the FCC regulated charges as follows; and

WHEREAS, this First Amendment is effective as of February 11, 2014 (“First Amendment Effective Date”); and

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

1. Notwithstanding anything to the contrary contained in the Agreement, in accordance with Federal Communications Commission 47 CFR Part 64 [WC Docket No. 12-375; FCC 13-113] – Rates for Interstate Calling Services - effective February 11, 2014, no commission shall be paid on revenues earned through the completion of interstate calls of any type received from the Agreement
2. Sections 5A(i), 5(C)(6) and 5(E)(ii) of the Agreement concerning “Fee”, “Commission” and “Minimum Monthly Guaranteed Amount (MMGA)” are hereby amended to read as follows:

“5. Compensation and Payment:

A. Fee:

(i) The City will pay no fee for the Hardware, Software or services described in the SOW because the Contractor will be collecting payment from inmates and/or others for usage of the installed inmate calling system, except for prepaid calling cards and inmate debit accounts for which the Contractor shall invoice the City or Holder of Trust Account (Inmate Trust Fund). Contractor shall

pay to City on a monthly basis the greater of either A), a commission of eighty percent (80%) of the Gross Revenue, as defined in subsection E below, generated from calls made through the phone system installed by the Contractor; or B) a Minimum Monthly Guaranteed Amount, also as defined in subsection E below, of **FIFTY TWO THOUSAND DOLLARS (\$52,000.00)**.

C. Commission:

6. Guaranteed Monthly Minimum Amount of \$52,000.00.

E. Compensation Related Definitions:

(ii) Minimum Monthly Guaranteed Amount (MMGA): City's MMGA shall be the greater of (A) the commission earned for the relevant month comprised of Grand Total Gross Revenues (5C5 above) multiplied by Eighty percent (80%). or (B) \$52,000. Said \$52,000 is based upon an average daily population (ADP) of 2,101, which may be adjusted on an annual basis in the event of a 10% reduction in ADP, Applicable formula: $\$52,000 / 2,101 = \24.75 per inmate. For purposes of this Section, Grand Total Gross Revenues shall not include revenues on interstate calls. The \$52,000.00 figure revises downward the earlier figure of \$60,000.00 to reflect the FCC mandate in WC Docket No. 12-375; FCC 13-113 disallowing commissions on interstate revenue."

3. This 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.

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

[SIGNATURE PAGES FOLLOW]

Please return signed amendment to:
14651 Dallas Parkway
Sixth Floor
Dallas, Texas 75254
Attention: Contracts Administrator
Phone: (972) 277-0300

Contract Control Number:

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

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By _____

By _____

By _____



Contract Control Number: TECHS-201312032-01

Contractor Name: Securus Technologies, Inc.

By: Robert Pickens

Name: Robert Pickens
(please print)

Title: President
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

