

SECOND AMENDATORY AGREEMENT

This **SECOND 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 and amended the Agreement on August 25, 2014 (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 revise the scope of work to include additional services as follows; and

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

1. All references to “...Exhibit A...” in the existing Agreement shall be amended to read: “...Exhibits A and A-1 as applicable...” The scope of work marked as Exhibit A-1 is attached and incorporated by reference.

2. Term and SCOPE. This Second Amendment will commence on the Second Amendment Effective Date 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.

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

EXHIBIT LIST:

EXHIBIT A-1 – SCOPE OF WORK

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AUTOMATED INFORMATION SERVICES

DESCRIPTION.

Provider will provide the Automated Information Services (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, an inmate trust account or 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 fund an inmate trust account (Required)
- ✓ Ability to leave a voice mail (Required)
- ✓ Ability to provide for inmate information and trust funding 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 as well as giving them the opportunity to fund an inmate's trust account over the Web.

Customer agrees to implement all Required features above and to allow Provider to expand the AIS™ services offering at any time during the Term of the Agreement upon thirty (30) days advance written notice to include additional constituent notification services provided through the AIS™ application. 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.

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-201312032-02

Contractor Name:

Securus Technologies

By:

Paul King

Name:

Robert Fickens

(please print)

Title:

Principal

(please print)

ATTEST: [if required]

By:

Name:

(please print)

Title:

(please print)

