FIFTH AMENDATORY AGREEMENT

THIS FIFTH AMENDATORY AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the "City"), and **SECURUS TECHNOLOGIES, LLC**, a Delaware limited liability company, whose address is 5360 Legacy Drive, Suite 300, Plano, TX 75024 (the "Contractor"), individually a "Party" and collectively the "Parties."

WHEREAS, the Parties entered into an Agreement dated December 12, 2017, an Amendatory Agreement dated November 27, 2018, a Second Amendatory Agreement dated April 16, 2020, a Third Amendatory Agreement dated July 13, 2022, and a Fourth Amendatory Agreement dated August 10, 2023, to provide video visitation equipment and services for certain Denver facilities (the "Agreement"); and

WHEREAS, the Agreement expired by its terms on August 31, 2024, and rather than enter into a new agreement, the Parties wish to revive and reinstate all terms and conditions of the Agreement as they existed prior to the expiration of the term and to amend the Agreement as set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties incorporate the recitals set forth above and amend the Agreement as follows:

1. Effective September 1, 2024, all references to Exhibits A, A-1, and A-2 in the existing Agreement shall be amended to read Exhibits A, A-1, A-2, and A-3, as applicable. Exhibit A-3 is attached and will control from September 1, 2024.

2. Section 4 of the Agreement, titled "**TERM**," is amended to read as follows:

"**4.** **TERM**: The term of the Agreement ("Term") shall commence on June 1, 2017, and expire, unless sooner terminated, on March 31, 2025. Subject to the City's prior written authorization, the Contractor shall complete any work in progress as of the then current expiration date and the Term will extend until the work is completed or earlier terminated."

3. Subsection 5(D)(i) of the Agreement, titled "**Maximum Contract Liability**," is amended to read as follows:

"**(i)** Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed Two Million Two Hundred Forty-Two Thousand Dollars ($2,242,000.00) (the "Maximum Contract Amount"). The City is not obligated to execute an agreement or any amendments for any further services, including any services performed by the Contractor beyond that specifically described in the Exhibits. Any services performed beyond those in the Exhibits or performed outside the Term are performed at the Contractor's risk and without authorization under the Agreement."

4. Effective upon execution, a new Subsection 7(C), under the Section titled "**TERMINATION**," is hereby added to the Agreement and shall read as follows:

"**C.** **Termination Upon Completion**: This Agreement shall automatically terminate, without further action by the City, upon the satisfactory completion of all work described in the attached **Exhibit A-3**, Scope of Work. The Contractor shall provide written notice to the City when all work has been completed. Within 10 business days of receiving this notice, the City shall either: (i) Confirm in writing that all work has been satisfactorily completed, at which point this Agreement shall immediately terminate; or (ii) Provide a written list of any remaining tasks or

deficiencies that must be addressed before the work is deemed complete. If the City does not respond within 10 business days, the work shall be deemed complete, and this Agreement shall automatically terminate. Upon termination, all rights and obligations of the Parties under this Agreement shall cease, except for any rights and obligations that explicitly survive termination as specified elsewhere in this Agreement."

5. Section 8 of the Agreement, titled "**EXAMINATION OF RECORDS**," is amended to read as follows:

"8. EXAMINATION OF RECORDS AND AUDITS: Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to the Contractor's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. The Contractor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under this Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require the Contractor to make disclosures in violation of state or federal privacy laws. The Contractor shall at all times comply with D.R.M.C. § 20-276."

6. Effective upon execution, two new Subsections 12(N) and (O), under the Section titled "**REPRESENTATION AND WARRANTY**," is hereby added to the Agreement and shall read as follows:

"**N. Express Warranty for Hardware and Software Deployed and Owned By Contractor**: For hardware and software deployed and owned by the Contractor and provided to the City pursuant to the Agreement, the Contractor agrees to repair and maintain such hardware and software 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, the Contractor is not responsible for any repair, maintenance, replacement, or other costs associated with damage due to destruction, vandalism, misuse, neglect, accident, misapplication, abuse or other similar breakage ("Breakage"), and the City shall be responsible for the cost of such Breakage, including, but not limited to reasonable replacement costs that factor in the age and current fair market value of the specific equipment. Such charges will be deducted from the next commission payment or invoiced to the City, provided that such funds have been appropriated by the City for this Agreement. The City agrees to promptly notify the Contractor in writing after discovering any damage due to Breakage. The Contractor will have no obligation to repair or maintain such hardware or software, if the Applications are, without the Contractor's knowledge and approval, interfaced with other devices or software owned or used by the City or a third party, or if the Applications are otherwise damaged as a result of the City's actions."

"**O. Express Warranty for Hardware and Software Purchased and Owned By City**: For hardware and software purchased from the Contractor and owned by the City pursuant to the Agreement, the Contractor warrants that such materials will be free from material defects under normal use, maintenance, and service for a period of 90 days from the date of sale. The Contractor makes no warranty with respect to low performance, damages, or defects in any such materials caused by Breakage, nor does the Contractor make any warranty as to any such materials that the City has repaired or altered in any way. The City will be charged for reasonable repair costs incurred due to Breakage, up to the amount of the reasonable replacement costs that factor in the age and current fair market value of the specific equipment. Such charges will be deducted from the next commission payment or invoiced to the City, provided that such funds have been appropriated by the City for this Agreement. When express warranties are applicable, the Contractor will replace the applicable materials at no cost, which is the City's sole remedy in connection with a claim pursuant to this section."

7. Effective upon execution, a new Section 40, titled "**COMPLIANCE WITH DENVER WAGE LAWS**," is hereby added to the Agreement and shall read as follows:

"40. COMPLIANCE WITH DENVER WAGE LAWS: To the extent applicable to the Contractor's provision of Services hereunder, the Contractor shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City's Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Contractor expressly acknowledges that the Contractor is aware of the requirements of the City's Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Contractor, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein."

8. Effective upon execution, a new Section 41, titled "**UNCONTROLLABLE CIRCUMSTANCES**," is hereby added to the Agreement and shall read as follows:

"41. UNCONTROLLABLE CIRCUMSTANCES: The financial arrangements in this Agreement are based on conditions existing as of the Effective Date; including, without limitation, any representations regarding existing and future conditions made by the City in connection with the negotiation and execution of this Agreement. If conditions change due to causes beyond the Contractor's control (including, but not limited to, a change in the scope of Contractor's services; changes in rates, regulations, or operations mandated by law; material reduction in facility population or capacity; material changes in jail policy; material change in economic conditions; actions the City takes for security reasons (*e.g.*, lockdowns); or acts of God) which would negatively impact the Contractor's business, the Parties agree to negotiate in good faith a modification to the Agreement to offset the impact of such change; however, nothing herein shall obligate the City to issue any amendment to this Agreement. The foregoing shall be in addition to, and without limitation of, the Parties' rights and obligations set forth herein in respect of an event

of Force Majeure or any other rights of Contractor to adjust pricing set forth in this Agreement. Further, City acknowledges that Contractor's provision of the services is subject to certain federal, state, or local regulatory requirements and restrictions that are subject to change from time-to-time and that Contractor may take any steps necessary to perform in compliance therewith."

9. Effective upon execution, a new Section 42, titled "**COMPLIANCE WITH FCC REGULATIONS**," is hereby added to the Agreement and shall read as follows:

"42. COMPLIANCE WITH FCC REGULATIONS: In July 2024, the Federal Communications Commission issued its final regulations implementing the Martha-Wright Reed Act (the "2024 FCC Order"). The Parties acknowledge that the 2024 Order's requirements impact, among other things, maximum calling rates, the charging of ancillary and other fees, commissions that can be paid to agencies, the types of allowable reimbursement payments that can be made to agencies, and the types of in-kind services providers may not offer to agencies. The Parties agree that, if and when the 2024 Order goes into effect in whole or part, the terms of this Agreement will be modified automatically as of the relevant Order compliance date as necessary to comply with the 2024 FCC Order and without the need for a written modification of this Agreement."

10. ADDRESS CHANGE: The Contractor's Notice and Payment addresses are hereby changed to the following:

Notice Address:	Payment Address:
5360 Legacy Drive, Suite 300	5360 Legacy Drive, Suite 300
Plano, Texas 75024	Plano, Texas 75024
Attention: General Counsel	Attention: Accounts Payable
Phone: (972) 277-0335	Phone: (972) 277-0335

11. Except as amended here, the Agreement is affirmed and ratified in each and every particular.

12. This Fifth Amendatory Agreement is not effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

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Contract Control Number: SHERF-202475066-05/ Parent: SHERF-201734866-05
Contractor Name: SECURUS TECHNOLOGIES, LLC

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:

Attorney for the City and County of Denver

By: _____

REGISTERED AND COUNTERSIGNED:

By: _____

By: _____

Contract Control Number: SHERF-202475066-05/Parent: SHERF-201734866-05
Contractor Name: SECURUS TECHNOLOGIES, LLC

By: Signed by: 825926B22BD6421... _____

Approved by Legal Initial & Date PBH 09.06.24

Name: Kevin Elder _____
(please print)

Title: President _____
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

EXHIBIT A-3
Scope of Work

Securus shall allow the removal of their installed equipment to be removed by the onboarding vendor. Any issues, arising from this action shall be taken up between the vendors, and not involve the City and County of Denver / Denver Sheriff Department.

The equipment installed that is being replaced includes the following items:

1. 132 Inmate Phones
2. 174 Video Visitation terminals in housing units and each facility lobby
3. 126 Wireless Access Points
4. 23 Switches
5. 14 ADTRAN
6. 7 UPC
7. Inmate Tablets (to be collected by DSD staff during change over)
8. Tablet charging carts (to be collected by DSD staff during change over)

The racks that the equipment reside on in the Data rooms are the property of the DSD and shall not be removed.

Method of equipment removal:
Secures agrees to allow the incoming vendor to remove and replace the Securus installed equipment with equipment of their own. Any disputes which may arise as a result of Securus allowing the incoming vendor to remove and replace equipment, quantities of equipment or equipment operability shall be between both Securus and the incoming vendor and shall exclude any involvement from the city and county of Denver or Denver Sheriff Department.

After the Securus equipment has been removed, the onboarding vendor shall place the removed equipment into boxes for collection by Securus.

Cadence for switchover:
The switchover cadence shall be established by the DSD Technology Management Unit in conjunction with facility operations.

- The equipment switchover shall take place floor by floor or building by building as appropriate to the facility, or as determined by TMU at the time of the Switchover.
    - The equipment switchover shall take place between the hours of 2130 hours and 0500 hours.

Example Schedule:

Week 1
Monday 2130-0500 hours, COJL Bldg's 22 & 24 equipment shall be removed.
Tuesday 2130-0500 hours, COJL Bldg's 4 & 21 & ancillary equipment shall be removed.

Week 2

Monday 2130-0500 hours, DDC 2nd & 5th Floor Equipment shall be removed.
Tuesday 2130-0500 hours, DDC 3rd Floor equipment shall be removed.
Wednesday 2130-0500 hours, DDC 4th Floor equipment shall be removed.

After all equipment is removed from the facility, Securus shall be promptly notified by DSD and it shall be the sole responsibility of Securus to remove it from the agencies premises within 48 hours of notification excluding weekends or holidays.

Securus agrees that the Denver Sheriff Department shall have the ability to access recordings that are preserved and retained in the system for a period of up to 2 years and shall have a total of 6 accounts designated with access.