

COUNTY OF SAN DIEGO - DEPARTMENT OF PURCHASING AND CONTRACTING
CONTRACT NO. 542145 AMENDMENT NO. 10

Securus Technologies, Inc. ("Contractor") and the County of San Diego ("County") enter into this amendment ("Amendment") to amend the above-referenced contract ("Contract") as described herein.

Title of Contract: Inmate Phone Services

Amendment Effective Date: Date signed by the County of San Diego Department of Purchasing and Contracting

Description of Contract Change(s):

1. Contract Terms and Work:

1.1. Section 18, titled "Kiosk System" is hereby added to the Statement of Work, as follows:

"Within 90 days of the effective date of Amendment No. 10 to this Agreement, Securus will replace the optional Touch Pay kiosk system described in Exhibit A by installing a total of 11 kiosks at County facilities - 4 Booking Kiosks and 7 Lobby Kiosks - upon the terms and conditions set forth in the document attached as Schedule A. Securus will continue to support the Touch Pay Kiosk System until the system described in Schedule A is operational in all facilities."

1.2. The attached document titled "Kiosk Schedule" on pages 2-4 below is hereby added to the Agreement as Schedule A.

2. Compensation: Compensation due to Securus Technologies, Inc. by the County of San Diego remains unchanged.

3. Term of Agreement: The end date for the Initial Term, modified by Amendments 2 and 9, will revert to August 6th, 2022 as described in the "Agreement Term" provision on page 13 of Contract 542145.

All other terms and conditions of the Contract shall remain in effect.

IN WITNESS WHEREOF, County and Contractor have executed this Amendment effective as of the date set forth above. This Amendment is not valid unless signed by Contractor and the County Department of Purchasing and Contracting.

CONTRACTOR:

Securus Technologies, Inc.

By: [Signature]
ROBERT PICKENS, President and Chief Executive Officer

Date: 11-29-18

COUNTY:

Department Review and Recommended Approval:

By: [Signature]
KEITH SPEARS, Contracts manager
Sheriff's Department

Date: 11-4-18

APPROVED AS TO FORM AND LEGALITY
County Counsel

By: [Signature]
MARK DAY, Sr. Deputy County Counsel

Date: 12/4/18

APPROVED:

By: [Signature]
JOHN M. PELLEGRINO, Director
Department of Purchasing and Contracting

Date: 12/5/18



Schedule A - Kiosk Schedule

Schedule: Kiosk
County of San Diego - Department of Purchasing & Contracting

This Kiosk Schedule is made part hereto and governed by Contract 5#2145 (the "Contract" or "Agreement") executed between Securus Technologies, Inc. ("Securus," "we," or "Provider") and the County of San Diego Department of Purchasing & Contracting ("you" or "Customer" or "County"). The terms and conditions of the Contract are incorporated herein by reference. This Kiosk Schedule shall be coterminous with the Contract.

I. SCOPE OF SERVICES

Securus will install 7 premises-based proprietary Lobby Kiosks to accept prepaid account phone payments, inmate debit account payments, and trust funding deposits and 4 premises-based proprietary Booking Kiosk (collectively, the Lobby Kiosk and Booking Kiosk are referred to herein as the "Kiosks") that will accept cash for trust funding. These points of sale enable Securus to accept payments from Clients (herein "Client" shall mean the depositor of funds into a specified account) for the purpose of transferring payments from such Client to Customer.

- A. Securus shall create, and assist Customer in creating, an interface between Securus' system and the Customer's Jail Management System (JMS) provider's and/or commissary inmate banking software provider's computer and network systems as needed to facilitate moving funds processed through the Securus provided Kiosk to the appropriate vendor.
- B. Customer's JMS provider and/or commissary inmate banking software provider will provide Securus a list of payment types as well as the payment amount for each transaction type.
- C. Prior to the installation of any hardware that may be necessary for the payment services, Customer shall provide Securus with information regarding the location on Customer's premises where the Kiosk(s) shall be located. Customer shall prepare the site for the Kiosk(s), according to Provider's reasonable instructions.
- D. Title to all Kiosks provided by Securus for the purpose of providing payment services shall remain solely that of Securus. Within 30 days of the expiration or earlier termination of this Agreement, or within 30 days of receiving notice from Customer, whichever is shorter, Securus shall, at its own expense, remove all of its Kiosks from Customer's premises.
- E. Securus shall bear all risk of loss or damage to the Kiosks. Customer shall not be liable for any loss or damage to the Kiosk(s).
- F. Securus shall repair or replace a defective Kiosk within 48 hours of notice to Securus at the address designated for notice in the Agreement.
- G. Securus agrees to provide debit release cards through Numi Financial. Customer agrees to store all card inventories in a limited access, locked room; all stock must be stored in a secured vault "Safe." Customer will maintain the card log provided by Numi Financial and will audit the log monthly for compliance.

II. DUTIES OF THE PARTIES

A. Securus.

1. Securus shall conduct a Kiosk site survey and develop an implementation project plan at Securus' expense.
2. Securus shall provide, install, and operate products according to the Scope of Services above, at the Customer's location at Securus' expense. The Kiosk(s) shall remain the property of Securus at all times during the Term of this Agreement and shall be returned to Securus (i) at the expiration or earlier termination of the Agreement or (ii) at the termination of the Kiosk services under this Schedule, whichever occurs first. Securus shall set up the Kiosk in a manner Securus deems to be best for transaction and revenue generating capabilities. Securus reserve the right to negotiate the removal of any low usage kiosks. Requests for additional lobby kiosks in existing locations will be determined by usage volumes.
3. Securus is responsible for collecting deposits for Customer from the Kiosk(s) on a regular basis, and will be responsible for all maintenance of the Kiosk.

B. Customer.

1. Customer shall provide a secure location at which the Kiosk(s) shall be installed. For reasons of safety and security, the Kiosk must be attached securely to the floor of the Customer location.
2. Customer shall cooperate with Securus by providing such assistance as is necessary for the installation and operation of the Kiosk at the Customer location, allow Clients unrestricted access to the Kiosk to conduct transactions and allow unrestricted access to the Kiosk to Securus, or its designees, for maintenance of the Kiosk and provide such additional assistance as is necessary to enable the performance of the services.
3. Customer shall allow Securus to perform marketing services to promote usage of the Kiosk to the public.

III. PAYMENTS

- A. For all services and provisions designated below, all fund amounts, including all cash and all approved credit/debit payments deposited for the benefit of Client, shall be transferred in real time into the appropriate accounts and be immediately available for use.
- B. Customer authorizes Securus to credit Customer's bank account via automated clearinghouse (ACH) or similar banking system for all trust account payments collected through the Kiosk through its completion of the Sign-Up Form (Attachment 1). Customer agrees to notify Securus immediately if any of the information contained on the Sign-Up Form changes, including but not limited to, changes to Customer's contact information and bank account information. Provider shall electronically transfer all funds through an ACH or similar banking system into the Customer's designated inmate trust banking account within ninety-six (96) hours after the deposits are authorized and accepted by Provider or at another mutually agreed-upon schedule between Provider and Customer. Provider will monitor all transactions and take reasonably appropriate actions to help prevent fraudulent transactions by implementing the recovery procedures.
- C. Customer shall not be held responsible for any charge-backs or fraud involving payments sent to Customer from Client. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THE AGREEMENT, SECURUS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES RELATING TO OR ARISING OUT OF THIS STATEMENT OF WORK HOWSOEVER CAUSED AND EVEN IF SECURUS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IV. FEES PAYABLE BY CLIENT (DEPOSITOR)

Provider's current base fees per cash transaction for the Lobby Kiosk as follows.

Deposit Amount (Cash)	Lobby Kiosks
0 - \$25.00	\$2.95
\$25.01 - \$50.00	\$3.95
\$50.01 - \$100.00	\$4.45
\$100.01 - \$200.00	\$5.45

Provider's base fees per credit card/debit card transaction for the Lobby Kiosk are set forth below. In addition, Provider will charge 3.5% of the amount deposited. For example, if a client deposited \$50 using a credit card, the total fee would be \$5.70. That figure represents a \$3.95 base charge plus \$1.75 (i.e., \$50.00 x 3.5%).

Deposit Amount (CC/DC)	Lobby Kiosks (Base CC/DC)	Telephone (LYR)	Website/Mobile App
0 - \$20.00	\$2.95	\$3.95	\$3.95
\$20.01 - \$50.00	\$3.95	\$3.95	\$3.95
\$50.01 - \$100.00	\$4.45	\$4.45	\$4.45
\$100.01 - \$200.00	\$5.45	\$5.45	\$5.45

IN WITNESS WHEREOF, the parties have caused this Kiosk Schedule to be executed as of the Schedule Effective Date by their duly authorized representatives:

EXECUTED as of the Schedule Effective Date.

<u>CUSTOMER:</u> County of San Diego By: _____ Name: _____ Title: _____	<u>PROVIDER:</u> Securus Technologies, Inc. By: <u>Robert E. Pickens</u> Name: Robert E. Pickens Title: President and Chief Executive Officer
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