

DEC 09 2021

**AMENDMENT NO. 7**  
**TO**  
**COMMUNICATION SERVICES AGREEMENT**

**THIS AMENDMENT**, made and entered effective as of the last date signed by a party ("Amendment No.7 Effective Date"), by and between **SECURUS TECHNOLOGIES, LLC**, a Delaware corporation formerly doing business as EVERCOM SYSTEMS, INC. (hereinafter referred to as the "Company") and the **COUNTY OF INGHAM**, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the "Customer"), amends the Communication Services Agreement entered into between said parties effective February 1, 2009, as subsequently amended by AMENDMENT NO. 1 effective February 1, 2011, AMENDMENT NO. 2 effective September 5, 2012, AMENDMENT NO. 3 effective as of February 11, 2014, AMENDMENT NO. 4 effective as of March 20, 2015, AMENDMENT NO. 5 effective in or about November 2015, AMENDMENT NO. 6 effective as of June 19, 2016, and AUTHORIZATION OF DEPLOYMENT OF EMESSAGING effective as of November 13, 2019, for the Installation, maintenance and services of telecommunications equipment at the Ingham County Correctional Facility at 630 N. Cedar St., Mason, MI 48854 (hereinafter referred to as the "Facility").

**WITNESS:**

1. **eMessaging.** As of the Amendment No.7 Effective Date, Company will decrease the eMessaging stamp price from \$0.50 to \$0.40. And eMessaging Commission will be decreased from 20% to 10%.

2. A Section entitled Compliance with County's Purchasing Requirements Regarding Labor, Employment, and Environmental Laws and Regulations shall be added to the above-stated Agreement to read as follows:

"Compliance with County's Purchasing Requirements Regarding Labor, Employment, and Environmental Laws and Regulations. The Company, by its entry into this Agreement, certifies that it shall comply with the Customer's Purchasing Policy requirements that vendors doing business with the County of Ingham comply with labor, employment, and environmental laws and regulations. A summary of said Purchasing Policy, which was adopted by the Ingham County Board of Commissioners in Resolution No. 20-186, is attached to this Agreement, labeled Exhibit L. The attached Exhibit L is incorporated by reference into this Agreement and is made a part hereof. Breach of the Purchasing Policy requirements set forth in Exhibit L shall be a material breach of this Agreement and shall subject the Company to the penalties set forth in said policies."

3. All other terms and conditions contained in the above-stated Agreement shall remain in full force and effect except as modified herein.

4. The people signing this Amendment No. 7 on behalf of the parties to the above- stated Agreement certify by their signatures that they are duly authorized to sign this Amendment on behalf of said parties and that this Amendment has been authorized by said parties.

**THE AUTHORIZED REPRESENTATIVES OF THE COUNTY OF INGHAM AND SECURUS TECHNOLOGIES, LLC HAVE SIGNED THIS AMENDMENT NO. 7 TO THE COMMUNICATION SERVICES AGREEMENT BETWEEN SAID PARTIES IN THE SPACES SET FORTH BELOW.**

**CUSTOMER:  
COUNTY OF INGHAM**

By:   
Bryan Crenshaw, Chairperson  
County Board of Commissioners

Date: 12/02/2021

**COMPANY:  
SECURUS TECHNOLOGIES, LLC**

By:   
(Signature)

Name: Russell Roberts  
(Print or Type)

Title: Chief Growth Officer  
(Print or Type)

Date: 11/15/2021

APPROVED AS TO FORM  
FOR COUNTY OF INGHAM  
COLE, STOKER & TOSKEY, P.C.

By: Gordon J. Love 9/2/2020



# EXHIBIT L

### Compliance with Ingham County Purchasing Policy

All vendors, as a condition for registering to do business with the County, shall self-certify to the County regarding any violations of environmental, labor, and employment laws and regulations of the State of Michigan or any other regulatory agency, including, but not limited to, the following:

- The potential vendor's history of compliance with labor and employment laws and regulations, including the Workforce Opportunity Wage Act, MCL 408.411 et seq., the Fair Labor Standards Act of 1938, 29 USC 201 et seq., and the National Labor Relations Act, 29 USC 151 et seq.; and
- The potential vendor's environmental track record and sustainability practices, including the potential vendor's history of compliance with environmental laws and regulations such as the Natural Resources and Environmental Protection Act, MCL 324.101 et seq., the Clean Water Act, 33 USC 1251 et seq., and the Clean Air Act, 42 USC 7401 et seq.

All vendors shall notify the Purchasing Department of any subsequent violation of this Policy within ten (10) years after becoming a vendor; failure to do so may result in the vendor being barred from doing business with the County for a period of up to five (5) years.

A local vendor claiming the local purchasing preference in accordance with the Local Purchasing Preference Policy, may not be afforded the preference if it is verifiably proven that the local vendor is found to have violated any provisions of this amended policy.

If it is discovered that a vendor performing work under a contract with the County is in violation of this policy, that vendor shall be found to have committed a material breach of the contract and that vendor shall make restitution payment to the County in the amount of \$500 per day for every day that the violation occurred since signing the contract. Upon being notified in writing by the County of violating this policy, vendors who do not agree to make such restitution shall be barred from doing business with the County for a period of not less than ten (10) years. The vendor may appeal any such decision to the Ingham County Board of Commissioners who shall have the final say in all matters and appeals.

Introduced by the Law & Courts and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO AUTHORIZE A CONTRACT AMENDMENT WITH  
SECURUS TECHNOLOGIES, LLC. FOR eMESSAGING COST**

**RESOLUTION #20 – 594**

WHEREAS, the County of Ingham and Securus Technologies, LLC, hereafter “Securus,” are in a communications service agreement until January 31, 2023; and

WHEREAS, on November 5, 2019 Amendment 7 was authorized to initiate the expansion of eMessaging as an inmate communication option; and

WHEREAS, the agreed rate was \$.50 per eMessage (stamp) with a 20% commission return; and

WHEREAS, after a one year evaluation the Sheriff’s Office seeks to reduce the cost of “stamps” for inmates in an effort to expand their ability to communicate and lessen paper mail; and

WHEREAS, Securus agreed to this amendment with a condition of reducing commissions to Ingham County from 20% to 10%; and

WHEREAS, the Sheriff’s Office agrees to the terms outlined in Amendment No. 7 which has been approved to form by Corporate Counsel, 10/29/20.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes a change in agreement with Securus as described in Amendment No. 7.

BE IT FURTHER RESOLVED, that this Amendment will remain in effect through the expiration of the original agreement, including any contract extension terms.

BE IT FURTHER RESOLVED, that the Controller/Administrator is authorized to make the necessary adjustments to the 2021 budget, as necessary.

BE IT FURTHER RESOLVED, that the Board Chairperson is hereby authorized to sign any necessary documents consistent with this resolution and upon approval as to form by the County Attorney.

**LAW & COURTS: Yeas:** Slaughter, Polsdofer, Celentino, Crenshaw, Sebolt, Trubac, Schafer  
**Nays:** None **Absent:** None **Approved 12/03/2020**

**FINANCE: Yeas:** Morgan, Tennis, Grebner, Crenshaw, Polsdofer, Schafer, Maiville  
**Nays:** None **Absent:** None **Approved 12/02/2020**