

FEB 19 2021



Ingham County Clerk Barb Byrum

AMENDMENT NO. 2
TO
COMMUNICATION SERVICES AGREEMENT

THIS AMENDMENT, made and entered effective as of the last date signed by a party (“Amendment No. 2 Effective Date”), by and between **SECURUS TECHNOLOGIES, INC.**, 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, for the installation, maintenance and services of telecommunications equipment at the Ingham County Correctional Facility at 630 N. Cedar Street, Mason, MI 48854 (hereinafter referred to as the “Facility”).

WITNESS:

1. **SECTION 15. TERM OF AGREEMENT**, of the above-stated Agreement shall be amended to read as follows:

“SECTION 15. TERM OF AGREEMENT AND OPTION TO RENEW

The term of this Agreement shall begin on February 1, 2009, and continue in full force and effect to January 31, 2018, at which time this Agreement shall terminate unless extended as authorized by this Section.

The Customer, at its option, may extend the term of this Agreement and all its terms and conditions for one (1) additional year to January 31, 2019, by providing the Company with written notice of its exercise of such option no less than one hundred twenty (120) days prior to January 31, 2018.”

2. The above-stated Agreement is hereby revised to add the following new **SECTION 26. ADDITIONAL PRODUCTS AND SERVICES** to the Agreement:

“SECTION 26. ADDITIONAL PRODUCTS AND SERVICES

In addition to the installation, maintenance and services of telecommunications equipment at the Facility as required by this Agreement the Company shall also provide the Customer with the following:

- A. Secure Instant Mail™. The Company, pursuant to Exhibit G, shall provide the Facility with its Secure Instant Mail™ application. Exhibit G is incorporated by reference into this Agreement and made a part thereof.
- B. Securus Video Visitation. The Company, pursuant to Exhibit H, shall provide the Facility with its Video Visitation System. Exhibit H is incorporated by reference into this Agreement and made a part thereof.”

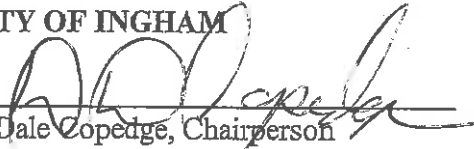
3. The EXHIBIT G SECURUS INSTANT MAIL™ and EXHIBIT H SECURUS VIDEO VISITATION attached to this Amendment are incorporated into the above-stated Agreement and are a part thereof effective as of the date this Amendment No. 2 has been fully signed by the authorized representatives of both the Company and the Customer. In the event of a conflict between the terms and conditions set forth in the Agreement and those set forth in the Exhibits G and H, the terms and conditions of the Agreement shall take precedence and shall prevail. A conflict shall not, however, be considered to exist between the Agreement and Exhibits G and H with respect to differences in the terms and conditions in Exhibits G and H pertaining specifically to the items, services, fees, commissions, warranties, and software licenses, of the systems covered by the Exhibits, which shall take precedence and prevail with respect to such matters.

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

5. The people signing this Amendment No. 2 on behalf of the parties to the above-stated Agreement certify by their signatures that they are duly authorized to sign this Amendment to the Agreement 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, INC. HAVE SIGNED THIS AMENDMENT NO. 2 TO THE COMMUNICATION SERVICES AGREEMENT BETWEEN SAID PARTIES IN THE SPACES SET FORTH BELOW.

**CUSTOMER:
COUNTY OF INGHAM**


By: 
Dale Copedge, Chairperson
County Board of Commissioners

Date: 8-7-12

By: 
Mike Bryanton, County Clerk

Date: 8-7-12

**COMPANY:
SECURUS TECHNOLOGIES, INC.**

By: 
Name: Robert Pickens
Title: Chief Operating Officer

Date: 9-5-12



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

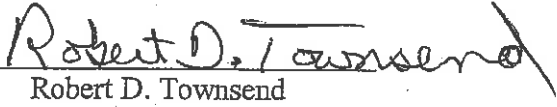
By: 
Robert D. Townsend

Exhibit G

SECURE INSTANT MAIL™

DESCRIPTION:

Secure Instant Mail™ allows friends & family members to initiate communication with an inmate. Similar to e-mail, communications are sent over the internet and are delivered to the Customer Facility specified in the chart below for approval and distribution.

EQUIPMENT:

Customer is responsible for providing the following access/equipment:

- Internet connection with access to www.SecurusSIM.com
- PC
- Printer, including paper and toner
- If allowing reply messages, fax machine or scanner

COMPENSATION:

The parties acknowledge that the sender will pay a usage fee per message according to the chart below.

SECURE INSTANT MAIL CONFIGURATIONS:

Type of Message	Fee
Standard Message Fee	\$2.00
Reply Message Fee	\$2.00
Premium Message Fee	\$2.00

The end user (sender) is required to set up a Secure Instant Mail™ account in order to use the Secure Instant Mail™ service. Company will deduct said usage fees from the friend and family member's account. Company shall pay Customer the commission percentage that Provider earns through the completion of Secure Instant Mail™ messages placed and accepted by Customer's Facilities as specified in the chart below. Company shall remit the commission for a calendar month to Customer on or before the 30th day after end of the calendar month in which the Secure Instant Mail™ transactions were made (the "Payment Date"). All commission payments shall be final and binding unless Company receives written objection within sixty (60) days after the Payment Date.

FACILITIES AND RELATED SPECIFICATIONS

Facility Name and Address	Secure Instant Mail™ Commission Percentage
Ingham County Correctional Facility 630 N. Cedar Street Mason, MI 48854	50%

Exhibit H

SECURUS VIDEO VISITATION

This Exhibit H is made part hereto and governed by the Communication Services Agreement, as amended, between Securus Technologies, Inc., formerly known as EVERCOM SYSTEMS, INC. ("Company"), and the COUNTY OF INGHAM ("Customer"). The terms and conditions of the Agreement are incorporated herein by reference. This Exhibit H shall be coterminous with the Agreement.

In addition to the Applications currently being provided to Customer pursuant to the Agreement, Company will deploy a Video Visitation System at the Facility during the Term of the Agreement (see Exhibit H-1, a copy of which is attached hereto).

SECURUS VIDEO VISITATION

TERMS: (Paid Remote Video Visitation Only)

The parties acknowledge that a session fee of \$20.00, plus applicable taxes/surcharges will apply to each paid remote Video Visitation session. As used herein, a "remote" Video Visitation session means any session where Video Visitation traffic is routed over the internet. If Customer wishes to offer free session(s), a session fee of \$20.00 will be deducted from monthly Video Visitation Commission payments. Session duration shall not exceed twenty (20) minutes unless agreed to by both parties and Video Visitation must be available for a minimum of fifty (50) hours per Video Visitation terminal per week. Company agrees to provide a network that will be used to support the Video Visitation sessions. If applicable, all recorded Video Visitation sessions will have a standard retention of thirty (30) days from recording date.

Should market conditions for video visitation change over time, Customer reserves the right to request changes in the fees charged for Video Visitation sessions, whereupon the parties agree to negotiate in good faith. If both parties are unable to renegotiate the rates to their mutual satisfaction, Customer may terminate the Video Visitation services set forth in this Exhibit H for its convenience upon thirty (30) days written notice to Company. If the Video Visitation services and this Exhibit H are terminated as set forth herein, Customer will reimburse Company for encumbered costs, including reasonable wind-down costs, which Company has incurred pursuant to this Exhibit H.

COMPENSATION: (Paid Remote Video Visitation Only)

Company shall pay Customer the commission percentage that Company earns through the completion of paid remote Video Visitation sessions placed to Customer's Facilities as specified in the chart below (the "Video Visitation Commission"). Company shall remit the Video Visitation Commission for a calendar month to Customer on or before the 30th day after the end of the calendar month in which the video visitation sessions were held (the "Payment Date"). All Video Visitation Commission payments shall be final and binding upon Customer unless Company receives written objection within sixty (60) days after the Payment Date.

FACILITIES AND RELATED SPECIFICATIONS:

Facility Name and Address	Type of Video Visitation	Video Visitation Commission Percentage (Paid Remote Video Visitation Only)	Payment Address (Paid Remote Video Visitation Only)
Ingham County Correctional Facility 630 N. Cedar Street Mason, MI 48854	Remote Paid	20%	--SAME--

Customer is responsible for all Jail Management System (JMS) and Commissary integration fees, as well as electrical installation, unless otherwise specified in Attachment 1.

WARRANTY: Company warrants that the services provided by Company as contemplated in and by this Agreement will be performed in a good and workmanlike manner consistent with industry standards and practices. Company further warrants that its agent(s) and/or employee(s) utilized by it in the performance of its obligations under this Agreement will be qualified to perform the contracted services. Should any errors or omissions arise in the rendering of the services under this Agreement, Company will undertake to correct such errors or omissions within a reasonable time period. If Customer purchases from Company any hardware components in connection with the services hereunder ("Hardware Components"), Company warrants such components to be free from material defects under normal use, maintenance and service for a period of twelve (12) months from the date of installation of the Hardware Components. This warranty shall be conditional on Customer's compliance with the provisions of this Warranty section.

Company makes no warranty with respect to low performance, damages or defects in any Hardware Component caused by misuse, misapplication, neglect or accident, nor does Company make any warranty as to any Hardware Component that has been repaired or altered in any, which, in the sole judgment of Provider affects the performance or purpose for which the Hardware Component was manufactured.

When applicable, Company shall provide the required replacement parts and components free of charge.

THE WARRANTY OBLIGATIONS OF COMPANY WITH RESPECT TO THE HARDWARE COMPONENTS ARE STRICTLY LIMITED TO THE REPLACEMENT OF ANY DEFECTIVE HARDWARE COMPONENT. IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL THE LIABILITY OF COMPANY EXCEED THE UNIT PRICE PAID BY CUSTOMER FOR ANY DEFECTIVE HARDWARE COMPONENT OR PART THEREOF.

EXCEPT AS EXPRESSLY SET FORTH HEREIN OR IN A SCHEDULE TO THE AGREEMENT, THE SERVICES AND ANY HARDWARE COMPONENT TO BE PROVIDED HEREUNDER ARE PROVIDED WITHOUT ANY OTHER WARRANTY OR GUARANTY OF ANY KIND AND PROVIDER DISCLAIMS ANY OTHER EXPRESS OR IMPLIED WARRANTY, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

SOFTWARE LICENSE: Company grants Customer a personal, non-exclusive, non-transferable license (without the right to sublicense) to access and use certain proprietary computer software products and materials in connection with the Video Visitation System (the "Software"). The Software includes any upgrades, modifications, updates, and additions to existing features that Company implements in

Company's discretion (the "Updates"). Updates do not include additional features and significant enhancements to existing features. Customer is the license holder of any third-party software products Company obtains on Customer's behalf. Customer authorizes Company to provide or preinstall the third-party software and agrees that Company may agree to the third-party End User License Agreements on Customer's behalf. Customer's rights to use any third-party software product that Company provides shall be limited by the terms of the underlying license that Company obtained for such product. The Software is to be used solely for Customer's internal business purposes in connection with the Video Visitation System at the Facilities. Customer will not (i) permit any parent, subsidiary, affiliated entity, or third party to use the Software, (ii) assign, sublicense, lease, encumber, or otherwise transfer or attempt to transfer the Software or any portion thereof, (iii) process or permit to be processed any data of any other party with the Software, (iv) alter, maintain, enhance, disassemble, decompile, reverse engineer or otherwise modify the Software or allow any third party to do so, (v) connect the Software to any products that Company did not furnish or approve in writing, or (vi) ship, transfer, or export the Software into any country, or use the Software in any manner prohibited by the export laws of the United States. Company is not liable with regard to any Software that Customer uses in a prohibited manner.

OWNERSHIP AND USE. The Video Visitation System and Software shall at all times remain Company's sole and exclusive property. Company (or Company's licensors, if any) have and will retain all right, title, interest, and ownership in and to (i) the Software and any copies, custom versions, modifications, or updates of the Software, (ii) all related documentation, and (iii) any trade secrets, know-how, methodologies, and processes related to Company's Applications, the Video Visitation System, and Company's other products and services (the "Materials"). The Materials constitute proprietary information and trade secrets of Company and its licensors, whether or not any portion thereof is or may be the subject of a valid copyright or patent.

LEGALITY/LIMITED LICENSE AGREEMENT: For services related to applications which may allow Customer to monitor and record inmate visitation sessions, by providing the Application, Company makes no representation or warranty as to the legality of recording or monitoring such sessions. Further, Customer retains custody and ownership of all recordings; however Customer grants Company a perpetual limited license to compile, store, and access recordings for purposes of (i) complying with the requests of officials at the Facility, (ii) disclosing information to requesting law enforcement and correctional officials as they may require for investigative, penological or public safety purposes, (iii) performing billing and collection functions, or (iv) maintaining equipment and quality control purposes. This license does not apply to recordings of inmate visitation sessions with their attorneys or to recordings protected from disclosure by other applicable privileges.

**Video Visitation Schedule
Ingham County Correctional Facility (MI)**

Attachment H-1

Type	Description	One Time/ Recurring	QTY	Value	Total	Responsible Party
Installation and Implementation	Network Wiring Installation	One time	1	\$11,260	\$11,260	
	Electrical Wiring Installation	One time				Facility
	Software Application Setup, including JMS import mapping	One time				
	• Securus Video Visitation Application Setup	One time	1	\$10,000	\$10,000	
	• Inmate Information Application Setup	One time	1	\$5,000	\$5,000	
	• Commissary Ordering Application Setup	One time	1	\$5,000	\$5,000	
Hardware	• Sick Form Application Setup	One time	1	\$5,000	\$5,000	
	Video Visitation Terminals – single handset (inmate side)	One time	35	\$4,000	\$140,000	
	Video Visitation Terminals – single handset (visitor side)	One time	20	\$4,000	\$80,000	
	Video Visitation Terminals – Dual handset (visitor side)	One time	0			
	Total Video Visitation Terminal Installation	One time	55	\$500	\$27,500	
Software	Annual Terminal Extended Hardware Maintenance (optional)	One time	4	\$11,000	\$44,000	
	Software Licensing Fee	Recurring	5	\$19,800	\$99,000	
Hosting	Annual Maintenance	Recurring	5	\$500	\$2,500	
	Application Hosting	Recurring				
	• Securus Video Visitation	Recurring	5	\$500	\$2,500	
	• Inmate Information	Recurring	5	\$500	\$2,500	
	• Commissary Ordering	Recurring	5	\$500	\$2,500	
Network	• Sick Form	Recurring	5	\$500	\$2,500	
	Network Bandwidth	Recurring	5	\$40,320	\$201,600	
Misc.	Miscellaneous					
	• Mobile Cart, including UPS Battery Back Up	One time	0			
	Total Value:			\$118,380	\$640,860	

* If the Agreement is terminated before January 31, 2018, for reasons other than for cause as is authorized in the Agreement's SECTION 16: **TERMINATION**, Customer will refund to the Company the pro-rated amount of the Video Visitation System expense. Customer shall pay any such refund within ninety (90) days after any such termination, or at the Company's election, the Company may deduct the refund from any commission which the Company owes the Customer.

2733/2473

COHL, STOKER & TOSKEY, P.C.
ATTORNEYS AND COUNSELORS
601 NORTH CAPITOL
LANSING, MICHIGAN 48933

PETER A. COHL
DAVID G. STOKER
ROBERT D. TOWNSEND
BONNIE G. TOSKEY
RICHARD D. McNULTY
TIMOTHY M. PERRONE
OF COUNSEL:
SHERRY L. HEDRINGTON

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SEP 12 2012
INGHAM COUNTY CLERK

(517) 372-9000
FAX (517) 372-1026

August 1, 2012

Sent Via Email

John L. Neilsen, Deputy Controller
Ingham County Controller's Office
Ingham County Courthouse
P.O. Box 319
Mason, MI 48854

Re: Second Draft of Amendment No. 2 to Communication Services Agreement with Securus Technologies, Inc.

Dear Mr. Neilsen:

Attached is the revised Amendment No. 2 to the Communication Services Agreement between Securus Technologies, Inc. and the County which I received by email from Undersheriff Allan Spyke on July 25, 2012. The attached Amendment is the same as that which I had emailed to you on June 29, 2012 with the exception that the attached Exhibit G SECURE INSTANT MAIL™, pages 4 and 5. The Exhibit G has been revised to increase the commission percentage which the County shall receive from usage of Secure Instant Mail™ from 20% to 50%.

The County Board of Commissioners authorized the attached Amendment in **Resolution No. 12-183**.

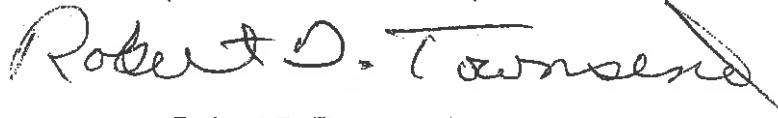
If the attached Amendment, as revised, is satisfactory you may after printing off copies thereof proceed to obtain the signatures necessary for their execution. While obtaining the necessary signatures, ensure that the parties signing insert the date in the spaces provided therefore on the signature pages. As you will note, the Amendment becomes effective on the last date in which it is signed by a party. It is therefore imperative that the correct dates be inserted into the spaces provided therefore. When the attached Amendment has been fully signed, please email a copy thereof to my assistant Heather Kapeller at hkapeller@cstrmlaw.com for insertion into our electronic file.

RECEIVED
8-15-12 VS

If you have any questions with regards to the attached Amendment, do not hesitate to contact me.

Very truly yours,

COHL, STOKER & TOSKEY, P.C.

A handwritten signature in black ink that reads "Robert D. Townsend". The signature is written in a cursive style with a long horizontal line extending from the end of the name.

Robert D. Townsend

RDT/hsk

Enclosures

cc: Undersheriff Allan Spyke
Major Sam Davis, Jail Administrator
Jill Bauer, Assistant

N:\Client\Ingham\Sheriff\Letters\Wellen\Ltr re 2nd Draft of Amd No 2 to Securus Tech Agr.doc