

January 22, 2018

Sandra La Du-Ives Marathon County Sheriff's Department 500 Forest Street Wausau, W1 54403

Dear Ms. La Du-Ives:

Thank you for your business!

Our goal is a long-term partnership with you and your county where SECURUS Sales and Service exceeds your expectations.

Enclosed, please find an executed copy of the Second Amendment to the Master Services Agreement between Marathon County Sheriff's Department and SECURUS Technologies.

My colleague, Danny de Hoyos and I are at your service.

I look forward to meeting you.

We've moved! Please note our new address.

John E. Bell III Sr. Vice President - Sales Securus Technologies (972) 277-0656



## MARATHON COUNTY JAIL (WI)

# SECOND AMENDMENT TO MASTER SERVICES AGREEMENT

This **SECOND AMENDMENT** ("Second Amendment") is effective as of the last date signed by either party ("Second Amendment Effective Date") and amends and supplements that certain Master Services Agreement by and between Securus Technologies, Inc. ("we," "us," or "Provider") and Marathon County Sheriff's Department ("you" or "Customer") dated March 25, 2013, as subsequently amended (collectively, the "Agreement").

WHEREAS Customer and Provider are parties to the Agreement and desire to amend the terms as stated herein;

NOW, THEREFORE, as of the Second Amendment Effective Date and in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

- Term. This Second Amendment shall commence on the Second Amendment Effective Date and shall remain in effect through the Term of the Agreement. Further, the Initial Term of the Agreement shall be extended by an additional 12 months, with a modified end date of July 23, 2019. Notwithstanding anything to the contrary, the terms and conditions of the Agreement shall continue to apply for so long as we continue to provide the Applications to you after the expiration or earlier termination of this Agreement.
- 2. Additional Applications. As of the Second Amendment Effective Date, the following Applications are added to the Agreement:

### **AUTOMATED INFORMATION SERVICES**

### DESCRIPTION

Provider will provide the Automated information Services (AIS<sup>TM</sup>) as described herein. The AIS<sup>TM</sup> 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 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

Page 1 of 3
© SECURUS Technologies, Inc. - Proprietary & Confidential



The AISM 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 Priends and family will pay up to a \$1.99 usage fee for each voicemail they leave, 20% of which Provider will pay to Customer each month. AIS™ Jall Voicemail is not subject to any other compensations

### COMPENSATION:

Provider agrees to provide AIS™ to Customer at no charge, provided that Customer agrees to implement all of the Required Services described above (Family & Friend Automation; Inmate Automation; AdvanceConnect phone funding Inmate Debit (where available), Commissary Trust Funding, and Jail Voicemail) and to allow Provider to expand the AIS™ services offering at any time during the Term of the Agreement upon 30 days advance written notice to include additional constituent notification services provided through the AISM application. If Required features are not implemented or maintained during the Term of the Agreement Customer agrees to pay Provider \$2.00 per Average Daily Population per month for AlS™

Provider will not charge integration fees but if a vendor charges an integration fee Customer will be responsible for its payment.

- Private Number Designation: We will continue to provide you with the ability to designate certain numbers (for example, attorney or clergy numbers) as "Private" within our Secure Call Platform. Calls to numbers designated as Private will not be recorded by us. Although we will maintain your Private list within our Secure Call Platform, you acknowledge and agree that you will have the sole discretion; authority, and responsibility for designating numbers as Private, and that we have no discretion, authority, or responsibility for making such designations, unless done so at your instruction. Further, to the fullest extent allowed by applicable law, you and/or your employees, agents, or contractors agree to be responsible for any loss, cost, claim, liability, damage, and expense (including, without limitation, reasonable attorneys fees and expenses) arising out of the recording or monitoring of calls to numbers that should have been, but were not, designated by you as Private.
- 4. FCC Rate Order. Notwithstanding anything to the contrary contained in the Agreement, in accordance with Federal Communications Commission 47 CFR Part 64 [WC Docket No. 12-375; FCC-13-113] - Rates for Interstate Calling Services - effective as of February 11, 2014, the Agreement shall be modified to reflect that no commission shall be paid on revenues earned through the completion of interstate calls of any type, and the discount percentage for prepaid calling cards shall be reduced by the applicable percentage attributable to interstate calling revenue from Customer's Facility.
- Address Change. Provider's Notice and Payment addresses are hereby changed to the following:

**Notice Address:** 

Payment Address:

4000 International Parkway Carrollton, Texas 75007 Attention: General Counsel Phone: (972) 277-0335

4000 International Parkway Carrollton, Texas 75007 Attention: Accounts Payable Phone: (972) 277-0335,

Except as expressly amended by this Second Amendment, all of the terms, conditions and provisions of the Agreement shall remain in full force and effect.

EXECUTED as of the Second Amendment Effective Date.

Indra Scila Over

**CUSTOMER:** 

Marathon County Sheriff's Department

PROVIDER:

Securus Technologies, Inc.

Sandra La Du-Ives Name:

By:

Name: Robert Pickens

Title:

Jail Administrator

President Title:

4118 Date:

7-19-19: Date:

Page 2 of 3

© SECURUS Technologies, Inc. Proprietary & Confidential

# Please return signed contract to: 4000 international Parkway Carrollton, Texas 75007 Attention: Contracts Administrator Phone: (972) 277-0300 Page 3 of 3 © SECURUS Technologies, Inc. - Proprietary & Confidential