

**AMENDMENT OF AGREEMENT  
FOR  
COINLESS INMATE AND PUBLIC TELEPHONE SYSTEM**

Entered into this 21st day of October, 2015 by and between **Securus Technologies Inc., 14651 Dallas Parkway, 6<sup>th</sup> Floor, Dallas, TX 75254** (hereinafter "CONTRACTOR") and the Bristol County Sheriff's Office, Commonwealth of Massachusetts, acting by and through the Sheriff (hereinafter "BCSO").

**WITNESSETH**

WHEREAS, the BCSO and CONTRACTOR entered into an Agreement for Coinless Inmate and Public Telephone System dated August 8, 2011; and

WHEREAS, the Agreement for Coinless Inmate and Public Telephone System made the BCSO Request for Proposal ("RFP") a part thereof; and

WHEREAS, changes are required in the Agreement for Coinless Inmate and Public Telephone System related to the four (4) one (1) year renewals; and

WHEREAS, changes are required in the Agreement for Coinless Inmate and Public Telephone System related to the monthly commissions and other payments; and

WHEREAS, the BCSO and CONTRACTOR wish to Amend their Agreement dated August 8, 2011, to incorporate the following changes.

NOW THEREFORE, in consideration of Eight Hundred Twenty Thousand dollars (\$820,000) and other valuable consideration the parties agree as follows:

**1. RFP SECTION 2, "GENERAL BRISTOL COUNTY SHERIFF'S OFFICE BUSINESS GUIDELINES", PARAGRAPH 25:**

a. Paragraph 25 is deleted in its entirety and in substitution thereof the following is inserted:

"Contracts will be made with the awarded Vendor for a five-year period from the date of contract execution and will be renewed for an additional four (4) year term at the sole discretion of the Sheriff's Office. Only the Bristol County Sheriff's Office may renew this Agreement and such renewal is not subject to conditional agreement or acceptance by Vendor."

**2. RFP ATTACHMENT L, "BCSO MANDATORY TERMS AND CONDITIONS-CONTRACT TERMS", PARAGRAPH 3:**

a. Paragraph 3 is deleted in its entirety and in substitution thereof the following is inserted:

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"The term of this Agreement shall be five (5) years commencing on the date of this Agreement's execution. This Agreement will be extended for an additional four (4) year terms by written notice to the CONTRACTOR by the BCSO prior to the expiration of the original term. Only the BCSO may renew this Agreement and such renewal is not subject to conditional agreement or acceptance by the CONTRACTOR."

3. RFP ATTACHMENT L, "BCSO MANDATORY TERMS AND CONDITIONS-CONTRACT TERMS", PARAGRAPH 20:

a. Paragraph 20 is deleted in its entirety and in substitution thereof the following is inserted:

"The CONTRACTOR, commencing upon the signing of this amendment, shall cease paying monthly commissions for the duration of the contract term ending June 30, 2020; and commissions will resume if allowed by law pursuant to the Federal Communications Commission (FCC) after that date."

4. RFP ATTACHMENT T:

a. Sections captioned "Coinless Inmate Telephone System Worksheet" and "Commission Rate" are deleted in their entirety with no substitutions.

5. RFP ATTACHMENT U:

a. Attachment U is deleted in its entirety with no substitution.

6. In all other respects, the terms, covenants and conditions of the parties aforesaid Agreement dated August 8, 2011 shall remain in full force and effect.

IN WITNESS WHEREOF, the COUNTY and CONTRACTOR have caused this Amendment to Contract to be properly executed by the respective authorized offices on the date first above written.

COUNTY OF BRISTOL

By: [Signature]  
Sheriff of Bristol County

CONTRACTOR

By: [Signature]

Name: Robert Ticken

Title: President

Date: 10-12-15

Approved as to form:

[Signature]  
Counsel for Bristol County Sheriff's Office

