

FIFTH AMENDMENT
TO
CONTRACT BETWEEN
ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS
AND
SECURUS TECHNOLOGIES, LLC

This FIFTH AMENDMENT ("Fifth Amendment") is effective as of the last date signed by either party ("Fifth Amendment Effective Date") and amends and supplements that certain Contract for inmate telecommunications services by and between the Alachua County Board of County Commissioners ("County") and Securus Technologies, LLC formerly known as Securus Technologies, LLC ("Securus" or "Contractor") with an Effective Date of November 6, 2008, 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 Fifth Amendment Effective Date and in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **Term.** This Fifth Amendment shall commence on the Fifth 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 60 months and will end on November 6, 2025. Unless one party delivers to the other written notice of non-renewal at least 90 days before the end of the then current term, this Agreement will automatically renew for 2 successive periods of 12 months each. 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. **Inmate Debit Option.** Provider will deploy Inmate Debit accounts for e-Messaging (described below). An Inmate Debit account is a prepaid, inmate-owned account used to pay for certain of Provider's services and is funded either through a transfer from an inmate's trust/commissary account or through deposits from an inmate's friends and family. Once deposited in the Inmate Debit account, funds become the property of the inmate. Inmate Debit accounts are associated with an inmate's personal identification number ("PIN"), and inmates are required to input their PIN at beginning of every Inmate Debit call.
3. **Changes to Billing, Commissions, and Calling Rates.** Provider and Customer agree to implement the changes set forth below.
 - a. **Minimum Annual Guarantee.** As of the Fifth Amendment Effective Date and throughout the Term of the Agreement, Provider will guarantee a minimum annual revenue to the County of \$340,000 based on current ITS call volume. If the number of ITS calls falls by 10% or more over 12 months, Provider reserves the right to renegotiate the minimum annual guarantee.
 - b. **Elimination of Billing Adjustment and Surcharges.** As of the Fifth Amendment Effective Date, Provider will eliminate the billing adjustment set forth on page 2 of the Second Amendment dated August 1, 2016. Provider will also eliminate the \$0.11 per call charge for Investigator Pro identified on page 1 of the Fourth Amendment.
 - c. **Commission Rate.** As of the Fifth Amendment Effective Date, Provider will reduce ITS commissions from 59% to 41.2% but will begin to pay commission on interstate calls. The parties reserve the right to renegotiate the commission rates if the minimum annual guarantee in 3a is renegotiated.
 - d. **Calling Rate Reduction.** On or around January 1st, 2021, Provider will reduce calling rates to \$0.25 per minute for in-state calls and \$0.21 per minute for interstate calls.
4. **eMessaging.** Provider will deploy its eMessaging Application and will be the sole and exclusive provider of messaging communications at Customer's Facility(ies) during the Term of this Agreement. eMessaging allows for two-way electronic communication between friends and family and an inmate. Users purchase eMessaging "stamps," which are used to fund the transmission of an electronic message according to the following chart:

<u>Type of Message (When Available)</u>	<u>Number of Stamps</u>	<u>Notes</u>
Text Message	1 stamp per message	
Photo (optional)	1 stamp per photo	Limit of 5 photos per eMessage; 3 MB / photo limit
eCard	1 stamp per eCard	Limit of 5 eCards per eMessage
VideoGram (Optional)	3 stamps per VideoGram	

Different types of attachments can also be combined in a single transmission.

The facility can access a web-based portal that enables message review and can approve and reject a message or attachment based on the facility's policies and criteria. Friends and family must send and receive messages using either the Securus mobile app or their inbox at www.securustech.net and must have a free Securus Online account to access. Approved messages and attachments are accessible by inmates through certain of Provider's technologies as agreed by Customer and Provider.

With Customer's agreement, Provider may (a) issue future releases of eMessaging which contain additional features and functionalities; or (b) modify the pricing contained herein.

COMPENSATION: Provider will provide eMessaging at no cost to Customer. Friends and family members can purchase a book of stamps in the following quantities:

<u>Number of Stamps in Book</u>	<u>Stamp Book Price (Plus transaction fees and all applicable taxes)</u>
5	\$2.50
10	\$5.00
20	\$10.00
50	\$25.00

Where available, using funds in an Inmate Debit account, inmates can purchase a book of stamps in the following quantities:

<u>Number of Stamps in Book</u>	<u>Stamp Book Price (Plus applicable taxes)</u>
1	\$0.50
2	\$1.00
5	\$2.50
10	\$5.00

5. **Video Visitation.** Securus Video Visitation ("SVV") is a web-based visitation system that allows individuals to schedule and participate in video visitation sessions with inmates. SVV runs on the ConnectUs Inmate Service Platform ("ConnectUs"). ConnectUs is a secure, comprehensive inmate communications and services platform that allows for the consolidation of assorted inmate activities in a single, unified interface with a customized mix of applications ("ConnectUs Applications"). The configuration of SVV and ConnectUs ordered by Customer, its retail cost, and the length of time video visitation sessions are stored is specified in the attached Exhibit A Securus Inmate Services Platform – Price List.

Provider will cover the Total Costs set forth in the attached chart. If the Agreement is terminated for any reason other than Provider's default before the end of the Term, Customer will refund the prorated amount of the Total Cost set forth in the attached chart.

Customer also agrees to implement the following additional requirements:

- A. Customer agrees that Video Visitation must be available for paid remote sessions.
- B. Customer will allow inmates to conduct remote visits without quantity limits other than for punishment for individual inmate misbehavior.
- C. All on-site Video Visitation sessions will be required to be scheduled at least 24 hours in advance, where practicable.

Provider will charge SVV session charges that are in compliance with state and federal regulatory requirements plus applicable taxes/fees/surcharges. It is Customer's sole responsibility to (i) establish and communicate its policies regarding monitoring and/or recording of private visits (i.e., attorney/client visits, clergy visits or other visits approved and implemented by Customer), and (ii) provide appropriate accommodations for non-recorded visits, as necessary. Provider is not responsible and hereby disclaims any liability for any and all content of the third-party applications and any documents, videos, or forms published by Customer or from outside sources.

Customer and Provider acknowledge and agree that Customer's visitation policy with respect to in-person visits is solely within Customer's discretion.

SVV and ConnectUs Compensation to Customer. Provider will pay Customer 20% of the charges or \$500 per month (excluding applicable taxes/fees/surcharges) collected for paid Video Visitation sessions placed to Customer's Facility. Provider reserves the right to deduct Video Visitation session credits from revenue calculations. Provider will pay SVV payments for a calendar month to Customer on or before the 30th day of the following calendar month in which the sessions occurred (the "Payment Date"). SVV Payments are paid in one-month arrears and are not subject to retroactive payments or adjustments for notice delays.

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

EXECUTED as of the Fifth Amendment Effective Date.

<u>CUSTOMER:</u> Alachua County Board of County Commissioners By: _____ Name: _____ Title: _____ Date: _____	<u>PROVIDER:</u> Securus Technologies, LLC By: _____ Name: Dennis J. Reinhold Title: Senior Vice President and General Counsel Date: _____
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Please return signed contract to:

4000 International Parkway
Carrollton, Texas 75007
Attention: Contracts Administrator
Phone: (972) 277-0300

Exhibit A Securus Inmate Services Platform – Price List

Securus Inmate Services Platform - Price List

Type	Description	One Time / Recurring	Price/Unit	QTY	Total
Hardware	Video Visitation Terminals - Single Handset (Inmate)	One Time	\$ 4,000	60	\$ 240,000
	Video Visitation Terminals - Single Handset (Visitor)	One Time	\$ 4,000	0	\$ -
	Video Visitation Terminals - Dual Handset (Visitor)	One Time	\$ 4,250	22	\$ 93,500
	Mobile Cart, Including UPS Battery Backup	One Time	\$ 1,440	0	\$ -
Installation and Implementation (Software Application is one time per App, per contract)	Networking Wiring	One Time	\$ 500	82	\$ 41,000
	Electrical Wiring*	One Time	\$ 1,500	0	\$ -
	Hardware Installation	One Time	\$ 500	82	\$ 41,000
	JMS and 3rd Party Vendor Integration**	One Time	\$ -	0	\$ -
	Software Application Setup:	One Time			
	- Securus Video Visitation Application	One Time	\$ -	1	\$ -
	- Phone Call Application	One Time	\$ -	0	\$ -
	- Inmate Forms Application (Grievance)	One Time	\$ -	0	\$ -
	- Inmate Handbook Application (.PDF)	One Time	\$ -	0	\$ -
	- Third Party Vendor Commissary Application	One Time	\$ -	0	\$ -
	- Website Education Application (URL)	One Time	\$ -	0	\$ -
	- Inmate Videos Application (.MP4)	One Time	\$ -	0	\$ -
	- Self-Op Commissary Ordering Application	One Time	\$ -	0	\$ -
	- Emergency Visitation Application	One Time	\$ -	0	\$ -
	- Inmate Sick Form	One Time	\$ -	0	\$ -
	Job Search Application	Recurring	\$ -	0	\$ -
	Law Library Application	Recurring	\$ -	1	\$ -
Annual Subscription and Hosting Fee (per App, per Terminal, per year)	Securus Video Visitation Application	Recurring	\$ -	82	\$ -
	Phone Call Application	Recurring	\$ -	0	\$ -
	Inmate Forms Application (Grievance)	Recurring	\$ -	0	\$ -
	Inmate Handbook Application (.PDF)	Recurring	\$ -	0	\$ -
	Third Party Vendor Commissary Application	Recurring	\$ -	0	\$ -
	Website Education Application (URL)	Recurring	\$ -	0	\$ -
	Inmate Videos Application (.MP4)	Recurring	\$ -	0	\$ -
	Self-Op Commissary Ordering Application	Recurring	\$ -	0	\$ -
	Emergency Visitation Application	Recurring	\$ -	0	\$ -
	Inmate Sick Form	Recurring	\$ -	0	\$ -
Job Search Application	Recurring	\$ -	0	\$ -	
Law Library Application	Recurring	\$ 7,000	1	\$ -	
Misc.	Annual Terminal Extended Hardware Maintenance	Recurring	\$ 500	82	\$ -
	Recurring Telecom	Recurring	\$ 11,880	1	\$ -
	Recording Retention (30 days)	One Time	\$ 100	60	\$ 6,000
	Training (per day)	One Time	\$ 2,000	2	\$ 4,000

Term: 5
 One-Time Cost 425,500
 Annual License & Maintenance Cost (per year) -
Total Cost: \$ 425,500

* Customer responsible for electrical wiring
 ** Customer responsible for JMS/Commissary Integration Fees, if applicable