

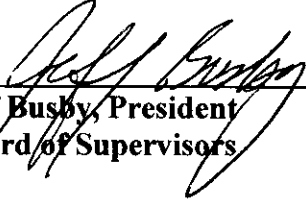
**ORDER: ACCEPT AGREEMENT WITH SECURES TECHNOLOGIES FOR
PHONE SERVICES AT DETENTION CENTER**

Motion was made by David Rikard, duly seconded by Chad McLarty, to accept agreement with Secures Technologies for phone services at Detention Center.

The vote on the motion was as follows:

Supervisor Kevin Frye, voted yes
Supervisor Jeff Busby, voted yes
Supervisor David Rikard, voted yes
Supervisor Chad McLarty, voted yes
Supervisor Mike Roberts, voted yes

After the vote, President Busby, declared the motion carried, this the 20th day of May, 2019.



**Jeff Busby, President
Board of Supervisors**



Sherry Wall, Chancery Clerk

**FIRST AMENDMENT TO
MASTER SERVICES AGREEMENT**

This **FIRST AMENDMENT** ("First Amendment") is effective as of the last date signed by either party ("First Amendment Effective Date") and amends and supplements that certain Master Services Agreement by and between Securus Technologies, Inc. ("we," "us," or "Provider") and the Lafayette County Detention Center ("you" or "Customer") dated June 20, 2016 (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 First Amendment Effective Date and in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **Term.** This First Amendment shall commence on the First 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 48 months and will end on November 1, 2025. 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. **Replacement of Instant Pay with AdvanceConnect Single Call™.** The Instant Pay™ promotional program described on pages 8-9 of the Agreement will be discontinued and that language deleted in its entirety. Instant Pay™ will be replaced with the AdvanceConnect Single Call™ payment product, which allows family members and friends to pre-pay for calls originating from inmates in correctional facilities. AdvanceConnect gives consumers the choice to pre-pay for multiple calls or for a single call just before connection using the AdvanceConnect Single Call™ feature. Friends and family may fund the minimum amount required to complete the current inbound call.

AdvanceConnect Single Call™ is commissioned like an AdvanceConnect™ call that does not use this feature. AdvanceConnect Single Call™ transactions are rated at the FCC-regulated fee (currently \$3 for automated transactions) plus the applicable per-minute rate and any applicable federal, state, and local taxes.
3. **Discontinuation of Location Based Services.** Provider has discontinued Location Based Services and, therefore, the language describing same on pages 10-11 of the Agreement will be deleted in its entirety.
4. **Calling Rates.** As of the First Amendment Effective Date, calling rates for all calls (local, intrastate, and interstate) will be \$0.21 per minute.
5. **Investigator Pro™.** Provider will deploy Investigator Pro™ at the Facility at no cost to Customer. Investigator Pro™ is a telephone safety, security, and investigative feature of SCP. Investigator Pro™ uses continuous voice identification technology to determine what inmate(s) are speaking on the call, detect certain three-way call violations, and help investigators find correlations between calls that might otherwise go undetected. Inmates must participate in a supervised enrollment process. This inmate enrollment process will be the responsibility of Customer. Moreover, Customer understands and acknowledges that, in instances where inmate calls originate from Tablets, Investigator Pro™ works only with Provider's certified earbuds. If Customer elects to sell alternative earbuds, Customer forgoes the effectiveness of Investigator Pro's™ voice identification technology on Tablet calls.
6. **Commission Percentage Change.** As of the First Amendment Effective Date, Provider will pay commissions on all calls of all types, including interstate, but will reduce the percentage from 57.5% to 28%.
7. **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 attorney's 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.
8. **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

9. Except as expressly amended by this First Amendment, all of the terms, conditions and provisions of the Agreement shall remain in full force and effect. All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement.

EXECUTED as of the First Amendment Effective Date.

CUSTOMER: Lafayette County Detention Center By: _____ Name: _____ Title: _____ Date: _____	PROVIDER: Securus Technologies, inc. By: _____ Name: Robert E. Pickens Title: Chief Executive Officer Date: _____
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Please return signed contract to:

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