



To: Board of Supervisors

From: Elizabeth Zink, Contracts Coordinator

Date: October 5, 2016

Re: PC-111317 Inmate Phone Services

The purpose of this modification is to extend the term of Pinal County's Inmate Telephone contract with:  
Securus Technologies, Inc.

FCC regulations as they relate to inmate telephone services are currently in flux resulting in a great deal of uncertainty regarding future rates and services. After discussion and agreement between PCSO, County Attorney, and Procurement, we recommend extending the current inmate telephone contract by eight (8) months to afford time for the FCC regulations to be finalized and enforceable. Delaying a new contract by eight (8) months will result in a better defined scope of work and more secure and possibly favorable pricing by potential vendors.

Modification of our existing contract with Securus Technologies, Inc. will include an extension of the contract to an end date of January 29, 2018. This new end date will coincide with the end date of our video visitation contract which will offer the County flexibility in negotiating future contracts. Also included in this extension is a provision in which Securus Technologies will modify their contract language to exclude the exclusivity clause as it pertains to inmate tablet services. This provides the County with the option of pursuing an inmate tablet program if so inclined.

The contract with Securus Technologies, Inc. is a revenue generating contract.

The Board is also requested to authorize the Finance Director to approve and sign resulting purchase orders and related administrative documents. All other terms and conditions remained unchanged.

Respectfully submitted,

Elizabeth Zink, CPPB  
Contracts Coordinator

 <b>PINAL COUNTY</b> <i>wide open opportunity</i>	<b>CONTRACT: PC-111317</b>  <b>Inmate Phone Services</b>	Pinal County Finance Department 31 N. Pinal St. Bldg. A P.O. Box 1348 Florence, AZ 85132
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**MODIFICATION OF CONTRACT**

**Modification Number: (M04)**

**Modification Type:  Bilateral  Unilateral**

**Description:**

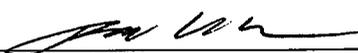
The purpose of this modification is to extend the current inmate telephone contract by eight (8) months to afford time for the FCC regulations to be finalized and enforceable for a new RFP process and resultant contract.

Pinal County Contract PC-111317 was entered into on April 10, 2012 between Securus Technologies, Inc. and Pinal County. The new end date of this contract will be January 29, 2018.

This modification will also remove the exclusivity clause as it pertains to inmate tablet services.

All other terms and conditions of the Contract remain unchanged.

**County:**

NAME AND TITLE OF SIGNER:	
Todd House, Chairman Board of Supervisors	
SIGNATURE: 	DATE:  10/5/16

**FOURTH AMENDMENT TO  
MASTER SERVICES AGREEMENT**

This **FOURTH AMENDMENT** ("Fourth Amendment") is effective as of the last date signed by either party ("Fourth Amendment Effective Date") and amends and supplements that certain Master Services Agreement by and between Securus Technologies, Inc. ("we," "us," or "Provider") and Pinal County ("you" or "Customer") dated April 10, 2012 (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 Fourth Amendment Effective Date and in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **Term.** This Fourth Amendment shall commence on the Fourth Amendment Effective Date and shall remain in effect through the Term of the Agreement. Further, Section 4 of the Agreement is hereby amended to reflect that the Term shall be renewed and extended with a modified end date of January 29, 2018. 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. **Elimination of Tablet Exclusivity.** Through this Fourth Amendment, Provider relieves Customer of its exclusivity obligation with respect to Tablets. Therefore, Section 2 on page 1 of the Agreement is deleted in its entirety and replaced with the following:
  2. **Use of Applications.** You grant us the exclusive right and license to install, maintain, and derive revenue from the Applications through our inmate systems (including, without limitation, the related hardware and software) (the "System") located in and around the inmate confinement facilities identified on the Schedules (the "Facilities"). You are responsible for the manner in which you use the Applications. Unless expressly permitted by a Schedule or separate written agreement with us, you will not resell the Applications or provide access to the Applications (other than as expressly provided in a particular Schedule), directly or indirectly, to third parties. During the term of this Agreement and subject to the remaining terms and conditions of this Agreement, *with the exception of Tablets, which may be offered through another vendor*, Provider shall be the sole and exclusive provider of existing and any future inmate related communications, whether fixed, mobile or otherwise, including but not limited to voice, video, and data offered via any medium other than Tablets at all existing and future correctional facilities under the authority of Customer in lieu of any other third party providing such inmate communications, including without limitation, Customer's employees, agents, or subcontractors.

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

**EXECUTED as of the Fourth Amendment Effective Date.**

<b>CUSTOMER:</b>  By: <u>[Signature]</u> Name: <u>Todd House</u> Title: <u>Chairman</u> Date: <u>10/5/16</u>	<b>PROVIDER:</b>  Securus Technologies, Inc. By: <u>[Signature]</u> Name: Robert Pickens Title: President Date: <u>9-12-16</u>
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**Please return signed contract to:**

**14651 Dallas Parkway  
Sixth Floor  
Dallas, Texas 75254**

**Attention: Contracts Administrator**

**Phone: (972) 277-0300**