



ROUTT COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA COMMUNICATION FORM

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| ITEM DATE: | ITEM TIME: |
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| FROM: | Sergeant Tammy Little for Lieutenant Joe Boyle |
| TODAY'S DATE: | July 16, 2019 |
| AGENDA TITLE: | Securus Technologies / Second Amendment |

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| CHECK ONE THAT APPLIES TO YOUR ITEM: |
| <input checked="" type="checkbox"/> X ACTION ITEM |
| <input type="checkbox"/> DIRECTION |
| <input type="checkbox"/> INFORMATION |

I. DESCRIBE THE REQUEST OR ISSUE:
Amend agreement with Securus Technologies to add Inmate Forms (Greivance) and Job Search Applications.

II. RECOMMENDED ACTION (motion):
Approve and sign Second Amendment.

III. DESCRIBE FISCAL IMPACTS (VARIATION TO BUDGET):
PROPOSED REVENUE (if applicable): \$ NA
CURRENT BUDGETED AMOUNT: \$ NA
PROPOSED EXPENDITURE: \$ NA
FUNDING SOURCE: NA
SUPPLEMENTAL BUDGET NEEDED: YES NO

IV. IMPACTS OF A REGIONAL NATURE OR ON OTHER JURISDICTIONS (IDENTIFY ANY COMMUNICATIONS ON THIS ITEM):
None



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V. BACKGROUND INFORMATION:

VI. LEGAL ISSUES:

None

VII. CONFLICTS OR ENVIRONMENTAL ISSUES:

None

VIII. SUMMARY AND OTHER OPTIONS:

IX. LIST OF ATTACHMENTS:



Routt County
Sheriffs Office CO - S

**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 Routt County, Colorado ("you" or "Customer") dated February 19, 2015 (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:

1. **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 12 months and will end on June 19, 2022. 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 ConnectUs Application.** In addition to the Applications currently offered on the ConnectUs Inmate Service Platform, Provider will deploy the Inmate Forms (Grievance) and Job Search Applications. The Inmate Forms (Grievance) Application is valued at \$15,000 and facilitates the receipt, routing, and categorization of grievance situations. Grievance offers a tracking system that improves response times and metrics useful in assessments and resource allocations. Provider will retain and grant Customer access to the data for the term of the Agreement. The ConnectUs Job Search Application allows inmate job-seekers access to local, regional, and national jobs of all types and all experience levels and is valued at \$9,000. Provider will advance the total cost of these Applications; however, if the Agreement is terminated for any reason before the end of the Term, Customer will refund the prorated amount of their total cost. Customer will pay such refund within 10 days after such termination, or, at Provider's election, Provider may deduct the refund from any Commission owed to Customer.

3. **TABOR Amendment.** Customer is subject to the provisions of Section 20 of Article X of the Colorado Constitution (also referred to as the "TABOR Amendment") which limits its ability to enter into multiple-fiscal year financial obligations. Any financial obligation of Customer contained herein which extends beyond the current calendar year shall be subject to and conditioned upon the due adoption of a budget for the year in which the obligation is payable by the Board of Customer Commissioners of Customer which budget provides for or appropriates funds for such payment. The other parties to this Agreement agree that the revenues and expenditures hereunder shall constitute current expenditures and revenues payable and receivable in the fiscal years for which funds are appropriated for the payment thereof. The obligations of Customer under this Agreement shall be from year to year only and shall not constitute a multiple-fiscal year direct or indirect debt or other financial obligation or any obligation payable in any fiscal year beyond the fiscal year for which funds are appropriated for the payment thereof or payable from any funds other than funds appropriated for the payment of current expenditures. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of Customer's monies. In the event that Customer fails for any reason to appropriate funds for any obligation hereunder, the other parties shall have the right to terminate this Agreement.

4. 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. All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement.

EXECUTED as of the Second Amendment Effective Date.

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| CUSTOMER: Routt County, Colorado 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**