

July 29, 2019

Securus Technologies, Inc.
14651 Dallas Parkway, Ste 600
Dallas, Texas 75254
ATTN: Mr. Robert E. Pickens, President

Via email: bpickens@securustechnologies.com
TERM: November 05, 2019 – November 04, 2020

Re: EXTENSION/RENEWAL & 1295 FORM NOTICE
Original Contract# (C-16-097-10-25) – “Inmate Telephone System & Services”

Dear Mr. Pickens,

Be advised, that County has chosen the option to exercise **the second (2nd) term of the additional three (3) year period, (under the same rates, terms and conditions)** with **Securus Technologies, Inc.** for the referenced project. However, in order to proceed with approval of the extension, the County is required, as of **January 1, 2016**, to comply with the **Texas Government Code, §2252.908**, and the rules issued by the **Texas Ethics Commission** found in Title 1, Section 46.1, 46.3 and 46.5 of the Texas Administrative Code. In accordance with these requirements for the type of contract being considered, a business must submit a completed **Certificate of Interested Parties Form 1295**, to the County before the County may enter into a contract with the business entity.

In order for County staff to process the above referenced extension/renewal; you must complete Form 1295 and file Form 1295 with the Texas Ethics Commission. You can find the 1295 Form through the Texas Ethics Commission at the following website:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

In box 3 of **Form 1295**, provide **Renewal/Extension No. E-19-183** Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed and signed in the presence of a notary and submitted to our office by the deadline stated below.

In order to proceed with approval of **Renewal/Extension** for referenced project by **Commissioners Court**, the signed and notarized “**HB Form 1295**” and “**Extension Notice**” must be received in our office completed via fax to (956) 292-7612 or via email to: hector.garcia1@co.hidalgo.tx.us **by no later than Friday, August 02, 2019 or sooner if possible.** Hidalgo County cannot enter into a contract until Form 1295 is submitted, therefore, failure to timely submit Form 1295 signed, and notarized may result in delay of award.

In, addition, please include your “**Updated Certificate of Insurance**” with acknowledgment of receipt to this notice by signing below and returning to the Hidalgo County Purchasing Department, via email: hector.garcia1@co.hidalgo.tx.us by no later than date reflected above.

By: 
Mr. Robert E. Pickens, President

Date: 7-29-19

Hidalgo County Purchasing Department welcomes and appreciates your participation in the contract process. If any further assistance is required, please do not hesitate to call the Purchasing Department at (956)318-2626.

Sincerely,

Martha L. Salazar, CPPB/Purchasing Agent
Hidalgo County Purchasing Agent

MLS/hag
Enclosures



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
07/30/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Insurance Services West, Inc. Los Angeles CA Office 707 Wilshire Boulevard Suite 2600 Los Angeles CA 90017-0460 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105	
	E-MAIL ADDRESS:	
INSURED Securus Technologies, Inc. 4000 International Parkway Carrollton TX 75007 USA	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Zurich American Ins Co	NAIC # 16535
	INSURER B: American Guarantee & Liability Ins Co	NAIC # 26247
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER: 570077695772** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GLA 1070513-01	09/09/2018	09/30/2019	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			GLA 1070513-01	09/09/2018	09/30/2019	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION			AUC107062101	09/09/2018	09/30/2019	EACH OCCURRENCE	\$1,000,000
							AGGREGATE	\$1,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			wc107051202	09/30/2018	09/30/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000

Certificate No : 570077695772

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Contract# (C-16-097-10-25). County of Hidalgo is included as Additional Insured in accordance with the policy provisions of the General Liability policy.

CERTIFICATE HOLDER**CANCELLATION**

Hidalgo County Attn: Purchasing Department 2802 S. Highway Bus. 281 Edinburg TX 78539 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Insurance Services West, Inc.</i>



CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 2

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

Certificate Number:
 2019-522374

Date Filed:
 07/29/2019

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Securus Technologies, Inc.
 Carrollton, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Hidalgo County TX

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

E-19-183
 Renewal/Extension

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Pickens, Robert	Carrollton, TX United States	X	
	Smith, Richard	Carrollton, TX United States	X	
	Boyd, Geoff	Carrollton, TX United States	X	
	Reinhold, Dennis	Carrollton, TX United States	X	
	Haghighi, Shahram	Beverly Hills, CA United States	X	
	Velasco, Barbara	Beverly Hills, CA United States	X	
	Zollo, Stephen	Beverly Hills, CA United States	X	
	Kalawski, Eva	Beverly Hills, CA United States	X	
	Sigler, Maryann	Beverly Hills, CA United States	X	
	Walloch, Dawn	Beverly Hills, CA United States	X	
	Securus Technologies Holdings, Inc.	Carrollton, TX United States	X	

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

2 of 2

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Securus Technologies, Inc.
 Carrollton, TX United States

Certificate Number:
 2019-522374

Date Filed:
 07/29/2019

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Hidalgo County TX

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

E-19-183
 Renewal/Extension

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Robert Pickens, and my date of birth is 8-14-60.

My address is 4000 International Pkwy, Carrollton, Tx, 75007, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Denton County, State of Texas, on the 29 day of July, 20 19.
(month) (year)



 Signature of authorized agent of contracting business entity
 (Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 2

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Securus Technologies, Inc.
Carrollton, TX United States

Certificate Number:
2019-522374

Date Filed:
07/29/2019

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Hidalgo County TX

Date Acknowledged:
08/05/2019

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

E-19-183
Renewal/Extension

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Pickens, Robert	Carrollton, TX United States	X	
	Smith, Richard	Carrollton, TX United States	X	
	Boyd, Geoff	Carrollton, TX United States	X	
	Reinhold, Dennis	Carrollton, TX United States	X	
	Haghighi, Shahram	Beverly Hills, CA United States	X	
	Velasco, Barbara	Beverly Hills, CA United States	X	
	Zollo, Stephen	Beverly Hills, CA United States	X	
	Kalawski, Eva	Beverly Hills, CA United States	X	
	Sigler, Maryann	Beverly Hills, CA United States	X	
	Walloch, Dawn	Beverly Hills, CA United States	X	
	Securus Technologies Holdings, Inc.	Carrollton, TX United States	X	

CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

2 of 2

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

Certificate Number:
 2019-522374

Date Filed:
 07/29/2019

Date Acknowledged:
 08/05/2019

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 Securus Technologies, Inc.
 Carrollton, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
 Hidalgo County TX

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
 E-19-183
 Renewal/Extension

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION


My name is _____, and my date of birth is _____.


My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)


I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the ____ day of _____, 20____.
(month) (year)


 Signature of authorized agent of contracting business entity
 (Declarant)


L.  Authority to advertise and approval of procurement packet for Cloud Hosted and Managed Email Services - 2018-194-10-31-HGO with authority to re-advertise in the event no proposals received or recommend rejection of proposals.


M.  **AI-66931** Approval to exercise the first of three possible extensions as provided in original contract C-16-097-10-25 with Securus Technologies, Inc. for "Inmate Telephone System & Services" for Hidalgo County Sheriff's Office under the same rates, terms and conditions effective November 5, 2018, through November 4, 2019.

N.  **AI-66939** Executive Office - Traffic Engineering:
Acceptance and approval of the following invoice for representation at HCMPO Policy Meetings & HCMPO Technical Meetings with authority for County Treasurer to issue payment after review and auditing procedures are completed by County Auditor:


Vendor	Invoice Date	Invoice #	Amount	PO
L&G Consulting Engineers, Inc.	9/30/18	11327180	\$12,577.44	775957


O.  **AI-66864** Acceptance and approval of project invoice submitted by Halff Associates, Inc. for engineering services for the: ["Mechanical & Electrical Engineering and Building Renovation Design for Fires Suppression System at the Hidalgo County Administration"] Invoice # 00016365 in the amount of \$ 1,116.00 & Certificate of Substantial Completion document


P.  **AI-66740** Requesting authority to advertise (including the authority to re-advertise if necessary/required) and approval of procurement packets (i.e., specifications, legal notice etc.) as attached hereto for Construction of Ware Country Subdivision, a Hidalgo County Pct 4 BCAP Project.

Q.  **AI-66873** Acceptance & Approval of payment for Invoices as (set forth below) and as submitted by Halff & Associates, Inc. (project engineer) for: Project Specific: "Turnkey Project for Purchase Replacement and Installation of Boilers at the Hidalgo County Jail", under (On Call) agreement # C-17-142-05-16 (WA# 3) for Precinct 4-(Building Repairs, Renovations, Alteration, Additions and/or Other Related Services to County Owned Buildings):

Invoice Date	Invoice #	Amount
9/24/18	00016379	\$2,135.00

R.  **AI-66738** Requesting approval to exercise the sixty (60) day grace period extension (provided in current lease agreement E-17-322), for the purpose of "Lease of Office Space in the City of Weslaco", for Hidalgo County WIC Program, under the same rates, terms and conditions with **GBB Rentals, LTD.**, while the procurement process is completed with compliance to HB Form 1295.

S.  **AI-66674** Approval to exercise the County's option to renew its final one (1) year term for contract (E-17-320-10-30) [with same rates terms and conditions] with Ivan Melendez, MD for the provision of "Chief Physician Services" for the Health & Human Services Department.

T.  **AI-66766** Requesting approval for clarification for Pct 2 & Pct No. 4 locations and billing address to be listed as per Exhibit A, page 7, for contracts C-18-056A1-08-28 & C-18-

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2018-405865

Date Filed:
09/19/2018

Date Acknowledged:
10/01/2018

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Securus Technologies, Inc.
Carrollton, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Hidalgo County TX

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

E-18-231-HGO
Renewal/Extension

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Securus Technologies Holdings, Inc.	Carrollton, TX United States	X	
	Pickens, Robert	Carrollton, TX United States	X	
	Smith, Richard	Carrollton, TX United States	X	
	Boyd, Geoff	Carrollton, TX United States	X	
	Haghighi, Shahram	Beverly Hills, CA United States	X	
	Velasco, Barbara	Beverly Hills, CA United States	X	
	Kalawski, Eva	Beverly Hills, CA United States	X	
	Walloch, Dawn	Beverly Hills, CA United States	X	
	Zollo, Stephen	Beverly Hills, CA United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2018-405865

Date Filed:
09/19/2018

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Securus Technologies, Inc.
Carrollton, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Hidalgo County TX

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
E-18-231-HGO
Renewal/Extension

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Securus Technologies Holdings, Inc.	Carrollton, TX United States	X	
	Pickens, Robert	Carrollton, TX United States	X	
	Smith, Richard	Carrollton, TX United States	X	
	Boyd, Geoff	Carrollton, TX United States	X	
	Haghighi, Shahram	Beverly Hills, CA United States	X	
	Velasco, Barbara	Beverly Hills, CA United States	X	
	Kalawski, Eva	Beverly Hills, CA United States	X	
	Walloch, Dawn	Beverly Hills, CA United States	X	
	Zollo, Stephen	Beverly Hills, CA United States	X	

5 Check only if there is NO Interested Party.

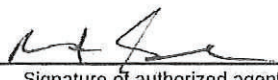
6 UNSWORN DECLARATION

My name is Robert Pickens, and my date of birth is 8/14/1960.

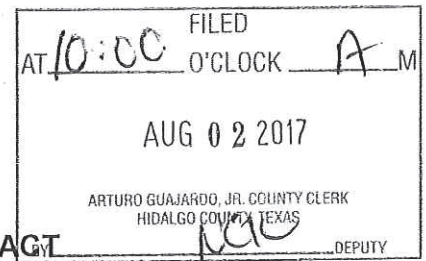
My address is 4000 International Parkway, Carrollton, TX, 75007, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Denton County, State of Texas, on the 25 day of September, 2018.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §



FIRST AMENDMENT TO SERVICE CONTRACT
(C-16-097-10-25)

This **AMENDMENT** to Service Contract for **“Inmate Pay Telephone System & Services for Hidalgo County Sheriff’s Office”** is made this **11th** day of **July, 2017** by and between **Hidalgo County** Texas (“County”) and **Securus Technologies Inc.**, (“Company”).

WHEREAS, Company and County entered into a Contract dated October 25, 2016, (the “Contract”) in which Company agreed to provide certain services for the purpose of **“Inmate Pay Telephone System & Services for Hidalgo County Sheriff’s Office (HCSO)”** as described in the Contract;

WHEREAS, the County prior to award of the Contract submitted to the Company a Clarification Request to which, Company responded the cost to the County for each \$10.00 card inmate calling card would be \$0.90;

WHEREAS, the County and Company have agreed to formally amend the Contract to reflect the cost to the County for each Ten Dollar calling card to be charged to Hidalgo County Sheriff’s Office (HCSO) would equal ninety cents (\$0.90) for the provision of such telephone calling cards; and

WHEREAS, the parties desire to amend the Contract to reflect same as hereinafter provided.

NOW THEREFORE, for and in consideration of the terms and provisions set forth herein, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Company hereby agree to the following amendment to the Contract:

1. The following provision shall be added to the Contract:

The cost of each Ten Dollars (\$10.00) calling card to the Hidalgo County Sherriff’s Office shall be Ninety cents (\$0.90) and the cost

of each Twenty Dollar calling card to the Hidalgo County Sheriff's Office shall be One dollar and eighty cents (\$1.80).

2. Except as modified herein, all terms and conditions of the Contract, as amended, remain in full force and effect and Company and County ratify and confirm the terms and provisions of the Contract as amended.

EXECUTED IN DUPLICATE ORIGINALS and effective as of the day and year first written above.

SECURUS TECHNOLOGIES, INC.

By: *[Signature]*

HIDALGO COUNTY, TEXAS

By: *Ramon Garcia*
Ramon Garcia, County Judge

ATTEST:

By: *[Signature]*
Arturo Guajardo, Jr., County Clerk



APPROVED BY
COMMISSIONERS' COURT
ON: 7/11/17 *[Signature]*

APPROVED AS TO FORM:
Atlas, Hal & Rodriguez, L.L.P.

By: *[Signature]*
Stephen L. Crain, Attorney

Zimbra

yolanda.velasquez@co.hidalgo.tx.us

RE: RE: Amendment for "Inmate Pay Telephone Service Contract"

From : Steve Crain <scrain@atlashall.com>

Fri, Jun 30, 2017 03:17 PM

Subject : RE: RE: Amendment for "Inmate Pay Telephone Service Contract"

1 attachment

To : 'Yolanda Velasquez' <yolanda.velasquez@co.hidalgo.tx.us>

Hi Yolanda:

As per Mr. Crain, attached is the revised amendment.

Thank you,

Marynel Trevino-Rodriguez, Secretary for
Stephen L. Crain & J. Joseph Vale
ATLAS, HALL & RODRIGUEZ, LLP
818 Pecan Blvd. (78501)
P. O. Box 3725
McAllen, Texas 78502
Direct Telephone Number (956) 632-8221
Office Telephone Number (956) 682-5501
Facsimile Number (956) 686-6109
Website address: www.atlashall.com

E-MAIL NOTICE -- This transmission may be: (1) subject to the Attorney-Client Privilege, (2) an attorney work product, or (3) strictly confidential. If you are not the intended recipient of this message, you may not disclose, print, copy or disseminate this information. If you have received this in error, please reply and notify the sender (only) and delete the message.

This communication does not reflect an intention by the sender or the sender's client to conduct a transaction or make any agreement by electronic means. Nothing in this message or in any attachment shall satisfy the requirements for a writing, or constitute a contract or electronic signature under the Electronic Signatures in Global and National Commerce Act, any version of the Uniform



July 26, 2017

Hidalgo County Purchasing Dept
Ms. Yolanda Velasquez
2802 S Closner Blvd
Edinburg, TX 78539

Dear Ms. Velasquez:

Enclosed you will find one (1) signed copies of First Amendment so the Service Contract by and between Hidalgo County and Securus Technologies, Inc. The Amendment has been executed by Mr. Robert E. Pickens, President of Securus Technologies, Inc.

Upon execution by the Hidalgo County, please remit one copy of the agreement back to our office (please note our new address below). Or you can send a scanned copy to VStrzelecki@securustechnologies.com:

Securus Technologies, Inc.
Attn: Ms. Valerie Strzelecki
4000 International Pkwy
Carrollton, TX 75007

Best regards,

A handwritten signature in black ink that reads "Misty D. Madore". The signature is written in a cursive, flowing style.

Misty D. Madore
Executive Assistant
Securus Technologies, Inc.

"professional engineering services" for the: (GWSAP) - "GROUND WATER, GAS MONITORING and GROUNDWATER DATA EVALUATION at CLOSED LANDFILL SITE" located within HIDALGO COUNTY PRECINCT #4, and, (in order to remain in compliance with TCEQ).

2. Requesting approval of a professional services agreement #C-17-195-07-11 with RABA-KISTNER, INC. for (on call)-"GEO TECHNICAL and CONSTRUCTION MATERIALS TESTING SERVICES" for projects located within HIDALGO COUNTY PRECINCT NO. 4

3. Acceptance and approval of Work Authorization No. 4 (with an estimated cost of \$ 16,777.52) as submitted by project engineer, B2Z Engineering, LLC for the purposes of a "Feasibility Study Phase of the existing architectural plans for the Mechanical Shop" located at Hidalgo County Precinct No. 4, in connection to "on call" agreement #C-16-329-09-06 for: [R/B, C.I.P. and Other Projects in General].

D. Health & Human Services Dept.

1. AI-60550 Pursuant to the procurement packet, requesting action to appoint/select the Evaluation Committee Members for RFP No. 2017-149-06-21-HGO - "Online Pharmacy Billing Services" for Hidalgo County Health & Human Services Department

E. Budget & Management

1. AI-60524 Budget & Management (2201): Approval to enter into a 36 month service maintenance agreement (on an as needed basis thru quarterly meter readings) for one copier with Ricoh USA/GE Ricoh USA through State of Texas DIR-TSO-3041.

F. Sheriff's Office

0. AI-60543 Approval of "First Amendment" to Service Contract C-16-097-10-25 between Hidalgo County Sheriff's Office and Securus Technologies, Inc. for the provision of "Inmate Pay Telephone System & Services [as permitted under the terms of the contract] with compliance with HB 1295 when and if applicable.

G. District Attorney

1. AI-60330 a. Requesting exemption from competitive procurement requirements under the Texas Local Government Code, Section 262.024(a)(7)(a) proprietary software;

b. Requesting approval of agreement(s) if applicable for "On-line Research Services" with Lexis Nexis including, but not limited to, the following Hidalgo County Department(s)/Elected Offices, Programs and/or Agencies:

- 1. District Attorney Office-1188F0
- 2. District Attorney Office-123DSK

22. Open Forum

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agrees that this Contract is entered into in order to provide the Service to locations within Hidalgo County. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within Hidalgo County following a request for Services by the Hidalgo County or his designated agent(s). Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning November 05, 2016 and ending November 04, 2018 and may be extended at the sole discretion of County for an additional three (3)-one (1) year terms, unless this Contract is terminated pursuant to the

provisions herein, whichever occurs first. County also reserves the right to continue this bid for an additional sixty (60) day Grace Period, under the same rates terms and conditions.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons

connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County

has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo**
 Attn: County Judge
 100 E. Cano St. 2nd Floor
 Edinburg, Texas 78539

If to Company **Securus Technologies, INC**
 Attn: Robert E. Pickens
 14651 Dallas Parkway, Ste 600
 Dallas, Texas 75254

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. Any contract award to a successful bidder will be in effect until (a) the

contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

15. The contract may be terminated without cause upon thirty (30) days written notice by County.

16. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

17. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

18. Entire Agreement. This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the parties hereto, and not otherwise.

19. Commitment of Current Revenues Only. In the event that, during any term hereof,

the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ten (10) days written notice to Contractor. County agrees, however, to use reasonable efforts to secure funds necessary for the continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1995).

20. Immunities: Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

WITNESS our hands in duplicate originals this _____ day of _____, 2016.



ATTEST:

Arturo Guajardo, Jr.
Arturo Guajardo, Jr. County Clerk

COUNTY OF HIDALGO

By: Ramon Garcia
Ramon Garcia, County Judge

APPROVED BY
COMMISSIONERS COURT
ON: 10/25/16



*With attached
Schedule*

COMPANY:

Securus Technologies, INC

By: Robert E. Pickens
Robert E. Pickens, President

Approved by Commissioners Court on: Oct. 25, 2016

APPROVED AS TO FORM:

Atlas, Hall & Rodriguez L.L.P.

By: Stephen L. Crain
Stephen L. Crain, Attorney

Schedule to Service Contract C-16-097-10-25

This Schedule is between Securus Technologies, Inc. ("we" or "Provider"), and the County of Hidalgo, Texas ("you" or "County") and is part of and governed by the Master Services Agreement (the "Agreement") executed by the parties. The terms and conditions of the Agreement are incorporated herein by reference. This Schedule shall be coterminous with the Agreement ("Schedule Effective Date").

A. Applications. We will provide the following Applications:

CALL MANAGEMENT SYSTEM

DESCRIPTION:

Secure Call Platform: Secure Call Platform ("SCP") provides through its centralized system automatic placement of calls by inmates without the need for conventional live operator services. In addition, SCP has the ability to do the following: (a) monitor and record inmate calls, (b) prevent monitoring and recording of private calls (i.e., attorney client calls, clergy calls, or other calls as approved and implemented by you); private number settings allow you to mark these calls not to be monitored or recorded, and you are solely responsible for identifying, approving and disabling requests for private treatment; (c) automatically limit the duration of each call to a certain period designated by us, (d) maintain call detail records in accordance with our standard practices, (e) automatically shut the System on or off, and (f) allow free calls to the extent required by applicable law. We will be responsible for all billing and collections of inmate calling charges but may contract with third parties to perform such functions. SCP will be provided at the Facilities specified in the chart below.

COMPENSATION:

Collect Calls. We will pay you commission (the "Commission") based on the Gross Revenues that we earn through the completion of collect calls, excluding interstate calls, placed from the Facilities as specified in the chart below. "Gross Revenues" shall mean all gross billed revenues relating to completed collect calls generated by and through the Inmate Telecommunications System. Regulatory required and other items such as federal, state and local charges, taxes and fees, including transaction funding fees, transaction fees, credits, billing recovery fees, charges billed by non-LEC third parties, and promotional programs are excluded from revenue to the Provider. We shall remit the Commission for a calendar month to you on or before the 30th day after the end of the calendar month in which the calls were made (the "Payment Date"). All Commission payments shall be final and binding upon you unless we receive written objection within 60 days after the Payment Date. Your payment address is as set forth in the chart below. You shall notify us in writing at least 60 days before a Payment Date of any change in your payment address.

Minimum Annual Guarantee. Provider shall pay County a 91% rate of compensation on eligible Intrastate gross revenues. Such compensation will be paid monthly with a minimum annual guarantee amount of \$675,000. If the annual compensation is less than \$675,000, a true-up to the commission rate will be paid in arrears within 30 days of the anniversary of the Effective Date in the applicable agreement year. If the Agreement is terminated for any reason before the end of the Term, Provider is responsible only for a pro rata amount of the minimum annual guarantee. Moreover, if (1) the ADP levels decline by more than fifteen percent (15%) and/or (2) the Texas Public Service Commission or the Federal Communications Commission issues regulations that mandate lower calling rates, the parties agree to negotiate in good faith to reduce the commissions, the monthly compensation and the minimum annual guarantee.

FACILITIES AND RELATED SPECIFICATIONS:

Facility Name and Address	Type of Call Management Service	Commission Percentage	Revenue Base for Calculation of Commission	Commission Payment Address
Hidalgo County Jail 711 El Cibolo Road Edinburg, TX 78541	SCP	91%*	Gross Revenues	--SAME--

*Commissions are paid in one-month arrears and are not subject to retroactive payments or adjustments for failure to provide timely notice of address changes.

*Notwithstanding anything to the contrary contained in the Agreement, in accordance with Federal Communications Commission 47 CFR Part 64 [WC Docket No. 12-375; FCC 13-113] - Rates for Interstate Calling Services - effective February 11, 2014, no commission shall be paid on revenues earned through the completion of interstate calls of any type placed from the Facility(s).

CENTRALIZED NET CENTRIC, VOIP, DIGITAL TRANSMITTED CALL MANAGEMENT SYSTEM

DESCRIPTION:

Secure Calling Platform User Interface. We will provide you with the Software regarding the Secure Calling Platform Interface ("S-Gate User Interface") which may be used only on computers and other equipment that meets or exceeds the specifications in the chart below, which we may amend from time to time ("Compatible Equipment"). County represents that (i) it will be responsible for distributing and assigning licenses to its end users; (ii) it will use the SCP User Interface for lawful purposes and shall not transmit, retransmit or store material in violation of any federal or state laws or regulation; and (iii) it will monitor and ensure that its licensed end users comply with all Provider Use Terms and Conditions and as directed herein.

WORKSTATION REQUIREMENTS	
Processor	2 gigahertz (GHz) or higher processor
Operating System	Windows XP*, Windows Vista, Windows 7
Browser	Internet Explorer 8, 9 or 10 (newer versions are not supported)
Memory	At least 1 gigabyte (GB) of RAM (2GB recommended) - use of Windows 7 may require additional memory
Drive	CD-RW or DVD-RW drive
Display	Super VGA (1,024 x 768) or higher resolution video adapter
Peripherals	Keyboard and Microsoft Mouse or compatible pointing device
Internet	High speed internet access (dial up is not supported)
Installed Software	Microsoft Silverlight 4.0 or newer, Microsoft .NET Framework 4, Adobe Reader 9.5 or newer, Microsoft Office Excel Viewer, Quick Time 7 or newer, Windows Media Player, Antivirus, WinZip or other zip utility

*XP Media center edition not supported

SERVICE LEVEL AGREEMENT

We agree to repair and maintain the System in good operating condition (ordinary wear and tear excepted), including, without limitation, furnishing all parts and labor. All such maintenance shall be conducted in accordance with the service levels in Items 1 through 10 below. All such maintenance shall be provided at our sole cost and expense unless necessitated by any misuse of, or destruction, damage, or vandalism to any premises equipment by you (not inmates at the Facilities), in which case, we may recoup the cost of such repair and maintenance through either a Commission deduction or direct invoicing, at our option. You agree to

promptly notify us in writing after discovering any misuse of, or destruction, damage, or vandalism to, the said equipment. If any portion of the System is interfaced with other devices or software owned or used by you or a third party, then we shall have no obligation to repair or maintain such other devices or software. This SERVICE LEVEL AGREEMENT does not apply to any provided *Openworkstation(s)* (see below). For the services contemplated hereunder, we may provide, based upon the facilities requirements, two types of workstations (personal computer/desktop/laptop/terminal): The "*Openworkstation*" is an open non-secured workstation which permits administrative user rights for facility personnel and allows the facilities an ability to add additional third-party software. Ownership of the *Openworkstation* is transferred to the facility along with a three-year product support plan with the hardware provider. We have no obligation to provide any technical and field support services for an *Openworkstation*. COUNTY IS SOLELY RESPONSIBLE FOR THE MAINTENANCE OF ANY *OPENWORKSTATION(S)*."

1. Outage Report; Technical Support. If either of the following occurs: (a) you experience a System outage or malfunction or (b) the System requires maintenance (each a "System Event"), then you will promptly report the System Event to our Technical Support Department ("Technical Support"). You may contact Technical Support 24 hours a day, seven days a week (except in the event of planned or emergency outages) by telephone at 866-558-2323, by email at TechnicalSupport@securustech.net, or by facsimile at 800-368-3168. We will provide you commercially reasonable notice, when practical, before any Technical Support outage.
2. Priority Classifications. Upon receipt of your report of a System Event, Technical Support will classify the System Event as one of the following three priority levels:

"Priority 1"	30% or more of the functionality of the System is adversely affected by the System Event.
"Priority 2"	5% - 29% of the functionality of the System is adversely affected by the System Event.
"Priority 3"	5% or less of the functionality of the System is adversely affected by the System Event. Single and multiple phones related issues.

3. Response Times. After receipt of notice of the System Event, we will respond to the System Event within the following time periods:

Priority 1	2 hours
Priority 2	24 hours
Priority 3	72 hours

4. Response Process. In the event of a System Event, where the equipment is located on County premises, Technical Support will either initiate remote diagnosis and correction of the System Event or dispatch a field technician to the Facility (in which case the applicable regional dispatcher will contact you with the technician's estimated time of arrival), as necessary. In the event a System Event occurs in the centralized SCP system, technical support will initiate remote diagnosis and correction of the System Event.
5. Performance of Service. All of our repair and maintenance of the System will be done in a good and workmanlike manner at no cost to you except as may be otherwise set forth in the Agreement. Any requested modification or upgrade to the System that is agreed upon by you and us may be subject to a charge as set forth in the Agreement and will be implemented within the time period agreed by the parties.
6. Escalation Contacts. Your account will be monitored by the applicable Territory Manager and Regional Service Manager. In addition, you may use the following escalation list if our response time exceeds 36 hours: first to the Technical Support Manager or Regional Service Manager, as applicable, then to the Director of Field Services, then to the Executive Director, Service.
7. Notice of Resolution. After receiving internal notification that a Priority 1 System Event has been resolved, a technician will contact you to confirm resolution. For a Priority 2 or 3 System Event, a member of our customer satisfaction team will confirm resolution.

8. Monitoring. We will monitor our back office and validation systems 24 hours a day, seven days a week.
9. Required IGR. You are responsible for providing a dedicated isolated grounded receptacle ("IGR") for use in connection with the primary System. Upon request we will provide you with the specifications for the IGR. If you are unable to or do not provide the IGR, then we will provide the IGR on a time and materials basis at the Installer's then-current billing rates, provided that we are not responsible for any delay caused by your failure to provide the IGR.
10. End-User Billing Services and County Care. Our Securus Correctional Billing Services department will maintain dedicated customer service representatives to handle end-user issues such as call blocking or unblocking and setting up end-user payment accounts. The customer service representatives will be available 24 hours a day, 7 days a week by telephone at 800-844-6591, via chat by visiting our website www.securustech.net, and by facsimile at 972-277-0714. In addition, we will maintain an automated inquiry system on a toll-free customer service phone line that will be available to end-users 24 hours a day, 7 days a week to provide basic information and handle most routine activities. We will also accept payments from end-users by credit card, check, and cash deposit (such as by money order, MoneyGram or Western Union transfer).

INMATE DEBIT

DESCRIPTION:

A Debit account is a prepaid, inmate-owned account used to pay for Inmate telephone calls. A Debit account is funded by transfer of inmate's facility trust/commissary account funds to inmate's Debit account. Provider will also allow inmate friends and family members to fund an inmate's Debit account via multiple points-of-sale. Funds deposited by friends and family members into an Inmate's Debit account become property of the Inmate. Provider establishes inmate Debit accounts which are associated with the Inmate's Personal Identification Number ("PIN"). Provider requires inmate to key in his/her PIN at the beginning of every Debit call to complete the call and pay for the call using the inmate's Debit account. County agrees to have the Debit module of Provider's SCP Call Management System enabled for the Facilities to offer Debit account to inmates. County agrees to use Provider's SCP User Interface or utilize integration with County's trust account system to process inmate's fund transfer requests. Notwithstanding, Provider will not be responsible for any delays due to (i) County's failure to perform any of its obligations for the project; (ii) any of County's vendors' failure to perform any of its obligations for the project; or (iii) circumstances outside of Provider's control.

INVOICING AND COMPENSATION:

Provider shall invoice County on a weekly basis for all funding amounts transferred from inmates' facility trust/commissary accounts to Inmate Debit accounts. The invoice will be due and payable upon receipt. Provider shall pay County a 91% commission on the revenue that Provider earns through the completion of Debit calls, excluding interstate calls, placed from County's Facilities. Provider reserves the right to deduct call credits from usage. Provider shall remit the commission for a calendar month to County on or before the 30th day after the end of the calendar month in which the Debit calls were made (the "Payment Date"). All commission payments shall be final and binding upon County unless Provider receives written objection within sixty (60) days after the Payment Date.

THREADS™

DESCRIPTION:

The THREADS™ application allows authorized law enforcement users to analyze corrections and communications data from multiple sources to generate targeted investigative leads. THREADS™ has three main components: data analysis, data review, and data import. In addition, THREADS™ offers an optional "community" feature, which allows member correctional facilities to access and analyze corrections communications data from other correctional facilities within the community and data imported by other community members. County's use of THREADS™ is governed by and conditioned upon the terms set forth herein. Provider will offer THREADS™ at no cost to County.

COMMUNITY FEATURE:

County has elected to opt in to the community feature. The community feature allows authorized users access to analyze communications data generated from other corrections facilities within the community, as well as any data imported or added by other authorized community members. County acknowledges and understands that data from its facility or facilities will be made available to the community for analysis and review.

THREADS™ TERMS OF USE:

1. County will comply with all privacy, consumer protection, marketing, and data security laws and government guidelines applicable to County's access to and use of information obtained in connection with or through the THREADS™ application. County acknowledges and understands that the County is solely responsible for its compliance with such laws and that Provider makes no representation or warranty as to the legality of the use of the THREADS™ application or the information obtained in connection therewith. Provider shall have no obligation, responsibility, or liability for County's compliance with any and all laws, regulations, policies, rules or other requirements applicable to County by virtue of its use of the THREADS™ application.
2. County acknowledges that the information available through the THREADS™ application includes personally identifiable information and that it is County's obligation to keep all such accessed information secure. Accordingly, County shall (a) restrict access to THREADS™ to those law enforcement personnel who have a need to know as part of their official duties; (b) ensure that its employees (i) obtain and/or use information from the THREADS™ application only for lawful purposes and (ii) transmit or disclose any such information only as permitted or required by law; (c) keep all user identification numbers confidential and prohibit the sharing of user identification numbers; (d) use commercially reasonable efforts to monitor and prevent against unauthorized access to or use of the THREADS™ application and any information derived therefrom (whether in electronic form or hard copy); (e) notify Provider promptly of any such unauthorized access or use that County discovers or otherwise becomes aware of; and (f) unless required by law, purge all information obtained through the THREADS™ application and stored electronically or on hard copy by County within ninety (90) days of initial receipt or upon expiration of retention period required by law.
3. County understands and acknowledges that all information used and obtained in connection with the THREADS™ application is "AS IS." County further understands and acknowledges that THREADS™ uses data from third-party sources, which may or may not be thorough and/or accurate, and that County shall not rely on Provider for the accuracy or completeness of information obtained through the THREADS™ application. County understands and acknowledges that County may be restricted from accessing certain aspects of the THREADS™ application which may be otherwise available. Provider reserves the right to modify, enhance, or discontinue any of the features that are currently part of the THREADS™ application. Moreover, if Provider determines in its sole discretion that the THREADS™ application and/or County's use thereof (1) violates the terms and conditions set forth herein and/or in the Agreement or (2) violates any law or regulation or (3) is reasonably likely to be so determined, Provider may, upon written notice, immediately terminate County's access to the THREADS™ application and shall have no further liability or responsibility to County with respect thereto.
4. Provider shall have no liability to County (or to any person to whom County may have provided data from the THREADS™ application) for any loss or injury arising out of or in connection with the THREADS application or County's use thereof. If, notwithstanding the foregoing, liability can be imposed on Provider, County agrees that Provider's aggregate liability for any and all losses or injuries arising out of any act or omission of Provider in connection with the THREADS™ application, regardless of the cause of the loss or injury, and regardless of the nature of the legal or equitable right claimed to have been violated, shall never exceed \$100.00. County covenants and promises that it will not seek to recover from Provider an amount greater than such sum even if County was advised of the possibility of such damages. PROVIDER DOES NOT MAKE AND HEREBY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE THREADS™ APPLICATION. PROVIDER DOES NOT GUARANTEE OR WARRANT THE CORRECTNESS, COMPLETENESS, LEGALITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE THREADS™ APPLICATION OR INFORMATION OBTAINED IN CONNECTION

THEREWITH, IN NO EVENT SHALL PROVIDER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING, INCURRED BY COUNTY FROM RECEIPT OR USE OF INFORMATION OBTAINED IN CONNECTION WITH THE THREADS™ APPLICATION OR THE UNAVAILABILITY THEREOF.

5. County hereby agrees to protect, indemnify, defend, and hold harmless Provider from and against any and all costs, claims, demands, damages, losses, and liabilities (including attorneys' fees and costs) arising from or in any way related to County's use of the THREADS™ application or information obtained in connection therewith.

INVESTIGATOR PRO™

DESCRIPTION:

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 voice print enrollment process. This inmate voice print enrollment process will be the responsibility of County. Provider will offer Investigator Pro™ at no cost to County.

AUTOMATED INFORMATION SERVICES

DESCRIPTION:

Provider will provide the Automated Information Services (AIS™) as described herein. The AIS™ application is designed to automate Internal Inquiries from detainees and outside calls from friends and family members on one single platform, as well as allow inmates' friends and families the ability to open or fund a pre-paid telephone account, an inmate phone account, an inmate trust account or leave a voicemail. The application is accessed through a telephone IVR system. Once Facility staff has uploaded all required information, the system is able to automate information such as Commissary Balances (pending MIS system data flow); Charge Information; Court Appearance Dates, Times, Locations; Bond Amounts, Types; Projected Release Dates; and Visitation Eligibility, Times.

Automated Information Services is configurable to meet the specific needs of County's Facility. The standard option includes automation of Inmate and Facility Information to constituents who call County's existing main telephone number and to inmates at County's Facility. The following are options and requirements available for AIS.

- ✓ Automation of Inmate and Facility information to constituents (standard)
- ✓ Automation of Inmate and Facility information to inmates (Securus ITS Counties only)
- ✓ Ability to open or fund a Securus pre-paid telephone account (Required)
- ✓ Ability to fund an Inmate phone account (Required)
- ✓ Ability to fund an Inmate trust account (Required)
- ✓ Ability to leave a voice mail (Required)
- ✓ Ability to provide for inmate information and trust funding via InmateInfo.com

The application provides all information automatically without staff intervention 24/7.

The AIS™ Jail Voicemail feature is a one-way communication product that allows friends and family members calling a facility to leave a 45-second voicemail for an inmate providing a quick way for friends and family to initiate communication or deliver timely information to an inmate prior to a scheduled phone call or visitation. Friends and family will pay up to a \$1.99 usage fee for each voicemail they leave, 20% of which Provider will pay to County each month. AIS™ Jail Voicemail is not subject to any other compensation.

COMPENSATION: [No cost option]

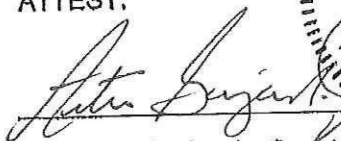
Provider agrees to provide AIS™ to County at no charge, provided that County agrees to implement all of the Required Services described above (Family & Friend Automation; Inmate Automation; AdvanceConnect phone funding; Inmate Debt (where available); Commissary Trust Funding; and Jail Voicemail) and to allow Provider to expand the AIS™ services offering at any time during the Term of the Agreement upon thirty (30) days advance written notice to include additional constituent notification services provided through the AIS™ application. If Required features are not implemented or maintained during the Term of the Agreement, County agrees to pay Provider \$2.00 per Average Daily Population per month for AIS™.

Provider will not charge integration fees but if a vendor charges an integration fee County will be responsible for its payment.

[SIGNATURE PAGE FOLLOWS]

WITNESS our hands in duplicate originals this _____ day of _____, 2016.

ATTEST:


Arturo Guajardo, Jr. County Clerk



COUNTY OF HIDALGO

By: Ramon Garcia
Ramon Garcia, County Judge

APPROVED BY
COMMISSIONERS' COURT
ON: 10/28/16



COMPANY:

Securus Technologies, INC

By: RA Pickens
Robert E. Pickens, President

Approved by Commissioners Court on: Oct. 25, 2016

APPROVED AS TO FORM:

Atlas, Hall & Rodriguez L.L.P.

By: SLC
Stephen L. Crain, Attorney