# AGREEMENT #12193 INMATE PHONE AND VIDEO VISITATION SYSTEM FOR LAKE COUNTY

Amend this AGREEMENT entered into by and between Lake County (heroinafter "County") and SECURUS TECHNOLOGIES, INC (hereinafter "Contractor") 14561 N. Dallas Parkway, SUITE 600, DALLAS, TX, 75254

NOW, THEREFORE, Lake County and the Contractor AGREE AS FOLLOWS:

## SECTION 1. AGREEMENT DOCUMENTS

The Agreement Documents listed below constitutes additional proposal in the agreement between the County and the Contractor are:

- A. Revised Phone and Video Fees and Rates, Administrative Fees and Commission Rates set forth in Exhibit A and hereby identified in Exhibit 1
- B. Revised Minimum Annual Guarantee ("MAG") set forth in the Securus Master Services Agreement A004643, within Exhibit B to the Agreement, and hereby identified in Exhibit 1

Except for the provisions outlined above, the remainder of the contract shall remain in full force and effect.

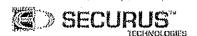
Lake County:

Tille Purchasing Agent
Date 2/10/14

SECURUS TECHNOLOGIES INC:

Title

2/1/14 Date



#### EXHIBIT 1

#### FIRST AMENDMENT

#### TO

### AGREEMENT #12193 INMATE PHONE AND VIDEO VISITATION SYSTEM FOR LAKE COUNTY

This FIRST AMENDMENT ("First Amendment") is effective as of February 11, 2014 ("First Amendment Effective Date") and amends and supplements that certain Agreement #12193 by and between Lake County, Illinois ("Lake County" or "Customer") and Securus Technologies, Inc. ("Contractor", "Provider", or "Securus"), dated February 21, 2013 (the "Agreement").

WHEREAS, in accordance with Federal Communications Commission 47 CFR Part 64 (WC Docket No. 12-375; FCC 13-113) - Rates for Interstate Calling Services ("FCC Order"), effective February 11, 2014, Contractor and Lake County agree to modify the calling rates charged under the current Agreement;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

- 1. Effective February 11, 2014, the Calling Rates table set forth in Exhibit A to the Agreement shall be modified to reflect that the interstate call rates shall not exceed the rate caps set forth in the FCC Order.
- 2. Notwithstanding anything to the contrary contained in the Agreement, in accordance with Federal Communications Commission 47 CFR Part 64 [WC Docket No. 12-376; 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 received from the Agreement.
- 3. Further, the Minimum Annual Guarantee ("MAG") set forth in the Securus Master Services Agreement A004643, attached as Exhibit B to the Agreement, is hereby revised to read as follows:

Minimum Annual Guarantee ("MAG"). Customer's annual total commission payments from all calls will not fall below \$500,000.00 during the first year and will not fall below \$441,765.20 during the second year. For each year thereafter, upon the mutual agreement of both parties, Provider will adjust the MAG upward or downward to reflect eighty percent (80%) of earned commissions in the prior twelve (12) months plus or minus the difference between the prior year's MAG and earned commissions (or upon such other formula as the parties shall mutually agree). Therefore, if at the end of a given contract year, the Customer's earned commission is greater than the MAG for that year, the next year's MAG will be adjusted upward—I.e., eighty percent (80%) of earned commissions plus the difference between the prior year's MAG and earned commission is less than the MAG for that year, the next year's MAG will be adjusted downward—I.e., eighty percent (80%) of earned commissions minus the difference between the prior year's MAG and earned commissions.

4. 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.

Securus Technologies, inc.

EXECUTED as of the Firet Amondment Effective Date.

ву: 🧸	John Hall	Ву:	Rout Frank	
Name:	RuthAnne K. Hail	Name:	Robert Pickens	
Title:	Purchasing Mananx	Title:	Chief Operating Officer	
Date:	2/11/14	Date:	0/7/14	
	' 1 '			

Please return signed amendment to:

14661 Dalias Parkway Sixth Floor Dallas, Texas 75254

Lake County, Illinois

Attention: Contracts Administrator

Phone: (972) 277-0300