

**SECOND AMENDMENT  
TO  
AGREEMENT FOR INMATE TELEPHONE SERVICE SYSTEM  
WILL COUNTY (IL)  
A303178**

This **SECOND AMENDMENT** ("Second Amendment") is effective as of the last date signed by either party ("First Amendment Effective Date") and amends and supplements that certain Agreement for Inmate Telephone Service System by and between Will County Sheriff's Office ("Client") and Securus Technologies, Inc. ("Provider") dated February 24, 2012, as subsequently amended by that certain First Amendment dated February 11, 2014 (collectively, the "Agreement").

**WHEREAS**, the parties desire and agree to amend the Agreement to implement Inmate Debit as more fully set forth herein;

**NOW, THEREFORE**, 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.
2. **INMATE DEBIT**. The following Feature is hereby added to Exhibit A to the Agreement:

**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 in order to complete the call and pay for the call using the inmate's Debit account. Client agrees to have the Debit module of Provider's SCP Call Management System enabled for the Facilities to offer Debit account to inmates. Client agrees to use Provider's SCP User Interface or utilize integration with Client's trust account system to process inmate's fund transfer requests. Notwithstanding, Provider will not be responsible for any delays due to (i) Client's failure to perform any of its obligations for the project; (ii) any of Client'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 Client 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 Client the commission percentage that Provider earns through the completion of Debit calls placed from Client's Facilities as specified in the chart below. Provider reserves the right to deduct call credits from usage. Provider shall remit the commission for a calendar month to Client 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 Client, unless Provider receives written objection within sixty (60) days after the Payment Date.

**FACILITIES AND RELATED SPECIFICATIONS:**

Facility Name and Address	Debit Commission Percentage*
Will County Adult Detention Center 95 S. Chicago Street Joliet, IL 60436	70%

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**BY:** .....

\*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).

3. 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.

EXECUTED as of the Second Amendment Effective Date.

**Will County Sheriff's Office**

**Securus Technologies, Inc.**

By:

*Gina Marotta*

By:

*Robert Pickens*

Name:

*Gina Marotta*

Name:

*Robert Pickens*

Title:

*Deputy Chief*

Title:

*President*

Date:

*8/6/14*

Date:

*8-11-14*

Please return signed amendment to:

14651 Dallas Parkway

Sixth Floor

Dallas, Texas 75254

Attention: Contracts Administrator

Phone: (972) 277-0300