

EXHIBIT 3

Shawnee County video visitation contract

PRISON
POLICY INITIATIVE

**FIRST AMENDMENT TO
MASTER SERVICES AGREEMENT
Contract # C470-2012**

This **FIRST AMENDMENT** ("First Amendment") is effective as of the last date signed by a party ("First Amendment Effective Date") and amends and supplements that certain Master Services Agreement with an Effective Date of June 7, 2012 ("Agreement") by and between Shawnee County ("Customer") and Securus Technologies, Inc. ("Provider").

WHEREAS, Customer desires and Provider agrees to deploy an inmate video visitation system pursuant to the terms and conditions outlined below; and

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

1. **TERM.** This First Amendment shall commence on the First 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 Initial Term shall be extended by twenty-four (24) months with a modified end date of August 27, 2019.
2. **APPLICATIONS.** In addition to the Applications currently being provided to you pursuant to the Agreement, Provider shall deploy a Video Visitation System at the Facility(s) named in the chart below during the Term of the Agreement (see Attachment 1).

VIDEO VISITATION

TERMS

The parties acknowledge that Securus Video Visitation sessions shall be limited to twenty (20) minute and forty (40) minute sessions. A session fee of \$20.00 and \$40.00, respectively, plus applicable taxes/fees/surcharges will apply to each paid remote Video Visitation session. As used in this section, a "remote" Video Visitation session means any sessions where Video Visitation traffic is routed over the internet. If Customer wishes to offer free remote session(s) for any reason, a session fee of \$20.00 or \$40.00 per session, plus applicable taxes/fees/surcharges, will be deducted from the monthly commission payments made to Customer.

During the Term of this Agreement, Customer will utilize its best efforts to allow the full utilization of the Video Visitation System at the Facility, including without limitation:

1. Customer agrees that Video Visitation must be available for a minimum of eighty (80) hours per Video Visitation terminal per week.
2. For non-professional visitors, Customer will eliminate all face-to-face visitation through glass or otherwise at the Facility and will utilize video visitation for all non-professional on-site visitors.
3. Customer will allow inmates to conduct remote visits without quantity limits other than for punishment for individual inmate misbehavior.
4. Customer will allow Provider to market and promote the use of the Video Visitation System to the inmates, in-person visitors, phone call participants and potential friends and family end users of the System by allowing Provider to (a) distribute Securus' promotional literature in the Facility's visitation lobby; (b) add a recording to the IVR phone system promoting Securus Video Visitation Services to phone call; and (c) issue a joint press release regarding the execution of this agreement by both parties.

All recorded Video Visitation sessions will have a standard retention of one-hundred eighty (180) days from the recording date. It is the responsibility of Customer to remove any desired recordings from the housing location for permanent storage within one-hundred eighty (180) days of their recordings as they may be permanently deleted by Provider after that time. Provider is not responsible for the loss or quality of any such recordings or the deletion of such recordings after one-hundred eighty (180) days.

COMPENSATION

Provider shall pay Customer the commission percentage that Provider earns through the completion of paid remote Video Visitation sessions placed to Customer's Facilities as specified in the chart below. Provider shall remit the commission for a calendar month to Customer on or before the 30th day of the following calendar month in which the paid remote Video Visitation sessions were held (the "Payment Date"). All commission payments shall be final and binding upon you unless we receive written objection within sixty (60) days after the Payment Date.

Facility Name and Address	Type of Video Visitation	Video Visitation Commission Percentage
Adult Detention Center 401 SE 8th Ave Topeka, KS 66607	Remote Paid	20%*
Corrections Annex 401 SE 8th Ave Topeka, KS 66607		

*During the first twenty-four (24) months following the deployment of the Video Visitation System, Provider will pay the 20% commission percentage for only those months during which the Facility has achieved 795 remote paid visits or greater. For any months where the Facility does not achieve the 795 remote paid threshold during this first 24-month period, Customer will receive no commission payment hereunder. Commencing upon the twenty-fifth (25th) month following deployment of the Video Visitation System, Provider shall pay twenty percent (20%) each month during the Term of the Agreement.

*It is Customer's responsibility to notify Provider in writing to effect the Video Visitation Commission payment. Changes will take effect on the first day of the month following receipt of written notice by Customer. Notice must be signed by a person who has binding authority for Customer and a copy delivered to:

**SECURUS TECHNOLOGIES, INC.
CHIEF FINANCIAL OFFICER
14651 DALLAS PARKWAY, SIXTH FLOOR
DALLAS, TEXAS 75254**

Commissions are paid in one-month arrears and are not subject to retro-active payments or adjustments for notice delays.

Notwithstanding anything to the contrary, the parties acknowledge that the provision of the Video Visitation services hereunder is based on Customer's estimated Average Daily Population ("ADP" count) and a minimum of one (1) remote paid visit per inmate per month. Therefore, if the number of remote paid visits averages less than 530 per month, Provider reserves the right, no sooner than twelve (12) months after the execution of this Agreement, to renegotiate payment hereunder or discontinue the services

Provider will be responsible for all integration costs unless otherwise specified on Attachment 1.

WARRANTY: We warrant that the services provided by us as contemplated in and by this First Amendment will be performed in a good and workmanlike manner consistent with industry standards and practices. Provider further warrants that its agent(s) and/or employee(s) utilized by it in the performance of its obligations under this First Amendment will be qualified to perform the contracted services. Should any errors or omissions arise in the rendering of the services under this First Amendment, Provider will undertake to correct such errors or omissions within a reasonable time period. If Customer purchases from Provider any hardware components in connection with the services hereunder ("Hardware Components"), Provider warrants such components to be free from material defects under normal use, maintenance and service for a period of twelve (12) months from the date of installation of the Hardware

Components. This warranty shall be conditional on Customer's compliance with the provisions of this Warranty section.

Provider makes no warranty with respect to low performance, damages or defects in any Hardware Component caused by misuse, misapplication, neglect or accident, nor does Company make any warranty as to any Hardware Component that has been repaired or altered in any way, which, in the sole judgment of Provider affects the performance or purpose for which the Hardware Component was manufactured.

When applicable, Provider shall provide the required replacement parts and components free of charge.

THE WARRANTY OBLIGATIONS OF PROVIDER WITH RESPECT TO THE HARDWARE COMPONENTS ARE STRICTLY LIMITED TO THE REPLACEMENT OF ANY DEFECTIVE HARDWARE COMPONENT. IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL THE LIABILITY OF PROVIDER EXCEED THE UNIT PRICE PAID BY CUSTOMER FOR ANY DEFECTIVE HARDWARE COMPONENT OR PART THEREOF.

EXCEPT AS EXPRESSLY SET FORTH HEREIN OR IN A SCHEDULE TO THE AGREEMENT, THE SERVICES AND ANY HARDWARE COMPONENT TO BE PROVIDED HEREUNDER ARE PROVIDED WITHOUT ANY OTHER WARRANTY OR GUARANTY OF ANY KIND AND PROVIDER DISCLAIMS ANY OTHER EXPRESS OR IMPLIED WARRANTY, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

SOFTWARE LICENSE: We grant you a personal, non-exclusive, non-transferable license (without the right to sublicense) to access and use certain proprietary computer software products and materials in connection with the Video Visitation System (the "Software"). The Software includes any upgrades, modifications, updates, and additions to existing features that we implement in our discretion (the "Updates"). Updates do not include additional features and significant enhancements to existing features. You are the license holder of any third-party software product we obtain on your behalf. You authorize us to provide or preinstall the third-party software and agree that we may agree to the third-party End User License Agreements on your behalf. Your rights to use any third-party software product that we provide shall be limited by the terms of the underlying license that we obtained for such product. The Software is to be used solely for your internal business purposes in connection with the Video Visitation system at the Facilities. You will not (i) permit any parent, subsidiary, affiliated entity, or third party to use the Software, (ii) assign, sublicense, lease, encumber, or otherwise transfer or attempt to transfer the Software or any portion thereof, (iii) process or permit to be processed any data of any other party with the Software, (iv) alter, maintain, enhance, disassemble, decompile, reverse engineer or otherwise modify the Software or allow any third party to do so, (v) connect the Software to any products that we did not furnish or approve in writing, or (vi) ship, transfer, or export the Software into any country, or use the Software in any manner prohibited by the export laws of the United States. We are not liable with regard to any Software that you use in a prohibited manner.

OWNERSHIP AND USE. The Video Visitation System and Software shall at all times remain Provider's sole and exclusive property. Provider (or Provider's licensors, if any) have and will retain all right, title, interest, and ownership in and to (i) the Software and any copies, custom versions, modifications, or updates of the Software, (ii) all related documentation, and (iii) any trade secrets, know-how, methodologies, and processes related to Provider's Applications, the Video Visitation System, and Provider's other products and services (the "Materials"). The Materials constitute proprietary information and trade secrets of Provider and its licensors, whether or not any portion thereof is or may be the subject of a valid copyright or patent.

LEGALITY/LIMITED LICENSE AGREEMENT: For services related to applications which may allow Customer to monitor and record inmate visitation sessions, by providing the application, we makes no representation or warranty as to the legality of recording or monitoring such sessions. Further, Customer retains custody and ownership of all recordings; however Customer grants Provider a perpetual limited license to compile, store, and access recordings for purposes of (i) complying with the requests of officials at the Facility, (ii) disclosing information to requesting law enforcement and correctional officials as they may require for investigative, penological or public safety purposes, (iii) performing billing and collection functions, or (iv) maintaining equipment and quality control purposes. This license does not apply to

recordings of inmate visitation sessions with their attorneys or to recordings protected from disclosure by other applicable privileges.

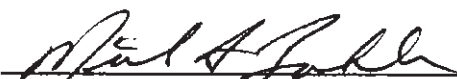
All terms and conditions of the Agreement not amended by this First Amendment remain in full force and effect.

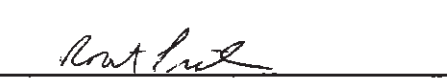
All capitalized terms used but not defined herein shall have the meanings set forth in the Agreement.

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the First Amendment Effective Date by their duly authorized representatives.

SHAWNEE COUNTY

SECURUS TECHNOLOGIES, INC.

By: 
Name: Michele A. Buhler
Title: Chair
Date: 3/21/13

By: 
Name: Robert Pickens
Title: Chief Operating Officer
Date: 3-1-13

Please return signed amendment to:

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

Attention: Contracts Administrator

Phone: (972) 277-0300

Approved as to Legality
and Form: Date 3-11-13


ASST. CO. COUNSELOR

Attachment 1
Securus Video Visitation Pricing

Type	Description	One Time/ Recurring	QTY	Total	Responsible Party
Installation and Implementation	Network Wiring Installation	One time	38	\$57,000.00	
	Electrical Wiring Installation	One time		\$0.00	Customer
	JMS Provider Fees				Provider
	Software Application Setup, including JMS import mapping	One time	1	\$5,875.00	
	• Securus Video Visitation Application Setup	One time			
	• Inmate Information Application Setup	One time		\$0.00	
	• Commissary Ordering Application Setup	One time		\$0.00	
	• Sick Form Application Setup	One time		\$0.00	
Hardware	Video Visitation Terminals – single handset (inmate side)	One time	33	\$132,000.00	
	Video Visitation Terminals – single handset (visitor side)	One time	5	\$20,000.00	
	Video Visitation Terminals – dual handset kit (visitor side)	One time	5	\$1,250.00	
	Recording	180 Day Purge			
	Total Video Visitation Terminal Installation	One time	38	\$19,000.00	
	Annual Terminal Extended Hardware Maintenance (optional)	Recurring	38	\$7,562.00	
Software	Software Licensing Fee	Recurring	38	\$13,680.00	
	• Securus Video Visitation	Recurring			
	• Inmate Information	Recurring			
	• Commissary Ordering	Recurring			
	• Sick Form	Recurring			
	Software Maintenance Fee	Recurring			
Misc.	Miscellaneous				
	• Training	Per day	2	\$4,000.00	
	• Mobile Cart, including UPS Battery Back Up	One time		\$0.00	
	Term	Re-occurring	5	\$106,210.00	
	Total Value:			\$345,335.00	
	Securus Discount:			\$345,335.00	
	Customer Pays:			\$0.00	

* If the Agreement is terminated for any reason before the end of the Term, Customer will refund to Provider the prorated amount of the Video Visitation system expense. You shall pay any such refund within ten (10) days after any such termination, or at our election, we may deduct the refund from any Commission we owe you.

ATTACHMENT TO
SHAWNEE COUNTY CONTRACT C 187-2013

CONTRACTUAL PROVISIONS ATTACHMENT

The undersigned parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being dated the 21st day of March, 2013.

- TERMS HEREIN CONTROLLING PROVISIONS.** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated.
- AGREEMENT WITH KANSAS LAW.** It is agreed by and between the undersigned that all disputes and matters whatsoever arising under, in connection with or incident to this contract shall be litigated, if at all, in and before a Court located in the State of Kansas, U.S.A., to the exclusion of the Courts of any other states or country. All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.
- TERMINATION DUE TO LACK OF FUNDING APPROPRIATION.** Shawnee County is subject to the Kansas Cash Basis Law, K.S.A. 10-1101 *et seq.* If, in the judgment of the Financial Administrator, Audit-Finance Office, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, County may terminate this agreement at the end of its current fiscal year. County agrees to give written notice of termination to contractor at least thirty (30) days prior to the end of its current fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any of contractor's equipment, leased or otherwise, provided to County under the contract. County will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by County, title to and possession of any equipment purchased by the County under the contract, but not fully paid for, shall revert to contractor at the end of County's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the County or the contractor.
- DISCLAIMER OF LIABILITY.** Neither the County of Shawnee nor any department thereof shall hold harmless or indemnify any contractor for any liability whatsoever.
- ANTI-DISCRIMINATION CLAUSE.** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*) and the Kansas Age Discrimination in Employment Act, (K.S.A. 44-1111 *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 *et seq.*) [ADA] and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission of access to or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out in K.S.A. 44-1031 and K.S.A. 44-1116, (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract; (f) if the contracting agency determines that the contractor has violated applicable provisions of ADA, that violation shall constitute a breach of contract; (g) if (e) or (f) occurs, the contract may be cancelled, terminated or suspended in whole or in part by the County. Parties to this contract understand that subsections (b) through (c) of this paragraph number 5 are not applicable to a contractor who employs fewer than four employees or whose contract with the County totals \$5,000 or less during this fiscal year.

- ACCEPTANCE OF CONTRACT.** This contract shall not be considered accepted, approved or otherwise effective until the required approvals and certifications have been given and this is signed by the Board of County Commissioners of the County of Shawnee, Kansas.
- ARBITRATION, DAMAGES, WARRANTIES.** Notwithstanding any language to the contrary, no interpretation shall be allowed to find the County has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the County shall not agree to pay attorney fees and late payment charges; and no provisions will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
- REPRESENTATIVE'S AUTHORITY TO CONTRACT.** By signing this document, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this document on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
- RESPONSIBILITY FOR TAXES.** The County shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
- INSURANCE.** The County shall not be required to purchase, any insurance against loss or damage to any personal property to which this contract relates, nor shall this contract require the County to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*), the vendor or lessor shall bear the risk of any loss or damage to any personal property to which vendor or lessor holds title.

VENDOR/CONTRACTOR:

By: [Signature]
 Title: COO
 Date: 3-1-13

**BOARD OF COUNTY COMMISSIONERS
SHAWNEE COUNTY, KANSAS**

[Signature]
 Michelle A. Buhler, Chair
 Date: 3/21/13

ATTEST:

[Signature]
 Cynthia A. Beck, Shawnee County Clerk

