

BILL NO.: 14-0412

ORDINANCE NO.: 14- 0207

INTRODUCED BY: COUNCIL MEMBER(S) Reuter

1           **AN ORDINANCE RENEWING THE BID AWARDS FOR CERTAIN**  
2           **PRODUCTS AND SERVICES FOR INMATE TELEPHONES 2011,**  
3           **DEPARTMENT OF THE SHERIFF.**

4           **WHEREAS**, Jefferson County, Missouri, (hereafter, the "County") recommends  
5           the renewal of the following bid awards at the same terms and conditions as previously  
6           bid, as authorized by the original Invitation for Bid awarded by the County, for an  
7           additional one-year term:

8	<u>BID NAME</u>
9	Inmate Telephones 2011
10	<u>AWARDED BIDDER</u>
11	Securus Technologies
12	<u>ORDINANCE NUMBER</u>
13	11-0360 and 13-0249

14           **WHEREAS**, the Department of the Sheriff of Jefferson County, Missouri,  
15           Council finds it is in the best interest of the County to renew the bid award with Securus  
16           Technologies for the term of 05-05-14 to 12-31-14 with approval of the County Council  
17           and County Executive up to the amount of \$20,000.00 subject to budgetary limitations.

18           **BE IT ENACTED BY THE JEFFERSON COUNTY, MISSOURI,**  
19           **COUNCIL, AS FOLLOWS:**

**FILED**

APR 22 2014

1        Section 1.    The County authorizes the renewal of the bid awards for an  
2 additional one-year term as follows:

3    BID NAME

4    Inmate Telephones 2011

5    TERM

6    05-05-14 to 12-31-14

7    Upon approval of the County Council and County Executive

8    AMOUNT

9    Up to \$20,000.00

10    subject to budgetary limitations

11    AWARDED BIDDER

12    Securus Technologies

13        Section 2.    The Jefferson County, Missouri, Council hereby authorizes the  
14 County Executive to execute a renewal agreement, incorporated herein by reference and  
15 attached as Exhibit A. The County Executive is further authorized to take any and all  
16 actions necessary to carry out the intent of this Ordinance.

17        Section 3.    Copies of all Invitations for Bid, Requests for Proposals, responses  
18 thereto, and any contracts or agreements shall be maintained by the Department of the  
19 County Clerk consistent with the rules and procedures for the maintenance and retention  
20 of records as promulgated by the Secretary of State.

1            Section 4.     This Ordinance shall be in full force and effect from and after its  
2   date of approval. If any part of this Ordinance is invalid for any reason, such invalidity  
3   shall not affect the remainder of this Ordinance.

**THIS BILL BEING DULY INTRODUCED, THE MEMBERS OF THE  
JEFFERSON COUNTY, MISSOURI, COUNCIL VOTED AS FOLLOWS:**

Council Member District 1, Don Bickowski	<u>yes</u>
Council Member District 2, Renee Reuter	<u>yes</u>
Council Member District 3, Robert Boyer	<u>yes</u>
Council Member District 4, George Engelbach	<u>yes</u>
Council Member District 5, Terri Kreitler	<u>yes</u>
Council Member District 6, Cliff Lane	<u>yes</u>
Council Member District 7, Kelly Waymon	<u>yes</u>

THE ABOVE BILL ON THIS 14<sup>th</sup> DAY OF April, 2014:

PASSED                       FAILED

  
\_\_\_\_\_  
Renee Reuter, County Council Chair

  
\_\_\_\_\_  
Pat Schlette, Council Administrative Assistant

THIS BILL WAS  APPROVED BY THE JEFFERSON COUNTY EXECUTIVE AND ENACTED AS AN ORDINANCE OF JEFFERSON COUNTY, MISSOURI, THIS 21<sup>st</sup> DAY OF April, 2014.

THIS BILL WAS  VETOED AND RETURNED TO THE JEFFERSON COUNTY, MISSOURI, COUNCIL WITH WRITTEN OBJECTIONS BY THE JEFFERSON COUNTY EXECUTIVE, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014.

*Kenneth B. Waller*

\_\_\_\_\_  
Kenneth B. Waller, Jefferson County, Missouri, Executive

**ATTEST:**

*Wes Wagner*

\_\_\_\_\_  
Wes Wagner, County Clerk

BY: *Amy Wole*

First Reading: 04-14-2014

**SECOND AMENDMENT  
TO  
MASTER SERVICES AGREEMENT**

This **SECOND AMENDMENT** ("Second Amendment") is effective as of the last date signed by a party ("Second Amendment Effective Date") and amends and supplements that certain Master Services Agreement by and between Jefferson County Jail ("you" or "Customer") and Securus Technologies, Inc. ("we", "us" or "Provider") dated May 2, 2012, as subsequently amended by that certain First Amendment dated February 11, 2014 (collectively, the "Agreement").

**WHEREAS**, Customer and Provider desire to amend the Agreement to provide for an extension of the Term of the Agreement by 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.** Section 4 of the Agreement is hereby amended to provide that the Term shall end on midnight, December 31, 2014. Notwithstanding anything to the contrary, the terms and conditions of the Agreement shall continue to apply to each Schedule for so long as we continue to provide the Application to you after the expiration or earlier termination of this Agreement.
- 2. Prepaid Calling Cards.** 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, Provider has reduced the Discount Percentage offered to Customer off of the face value of the Prepaid Calling Cards from 57% to 52.95%, and accordingly the **FACILITIES AND RELATED SPECIFICATIONS** chart set forth in the Schedule to the Agreement on Page 9 of 19 is hereby extracted in its entirety and replaced with the following revised chart:

**FACILITIES AND RELATED SPECIFICATIONS:**

Facility Name and Address	Discount Percentage
Jefferson County Jail 510 1 <sup>st</sup> Street, P.O. Box 100 Hillsboro, MO 63050	52.95%

- 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.

<b>CUSTOMER:</b> Jefferson County Jail  By: <u>Kenneth Walker</u> Name: <u>KENNETH WALKER</u> Title: <u>COUNTY EXECUTIVE</u> Date: <u>4-21-2014</u>	<b>PROVIDER:</b> Securus Technologies, Inc.  By: <u>[Signature]</u> Name: <u>Robert Pickens / Courtney M. Day</u> Title: <u>Chief Operating Officer, CFO</u> Date: <u>4/4/14</u>
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**Please return signed contract to:**  
**14651 Dallas Parkway, Sixth Floor**  
**Dallas, Texas 75254**  
**Attention: Contracts Administrator**  
**Phone: (972) 277-0300**