

**NAPA COUNTY AGREEMENT NO. 190215B
AMENDMENT NO. 5**

PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 5 TO AGREEMENT NO. 190215B is made and entered into as of this 12th day of July, 2022, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as “COUNTY”, and SECURUS TECHNOLOGIES, LLC (f/k/a Securus Technologies, Inc.), a Delaware limited liability company, whose mailing address is 4000 International Parkway, Carrollton, Texas 75007 hereinafter referred to as “CONTRACTOR”. COUNTY and CONTRACTOR may be referred to below collectively as “Parties” and individually as a “Party”.

RECITALS

WHEREAS, COUNTY and CONTRACTOR entered into Napa County Agreement No. 190215B on January 7, 2014 (“Agreement”) for video visitation services to Napa County Department of Corrections; and

WHEREAS, COUNTY and CONTRACTOR approved Amendment No. 1 on November 25, 2014, as a provision to provide video visitation for incarcerated individuals at the Napa County Jail and their minor children in case of Child Welfare Services; and

WHEREAS, COUNTY and CONTRACTOR approved Amendment No. 2 on January 7, 2019 to extend the term; and

WHEREAS, COUNTY and CONTRACTOR approved Amendment No. 3 on January 1, 2020 to extend the term; and

WHEREAS, COUNTY and CONTRACTOR approved Amendment No. 4 on November 16, 2021 to extend the term; and

WHEREAS, the Parties wish to further amend the Agreement to remove certain provisions and to clarify previously documented terms.

TERMS

NOW, THEREFORE, for good and valuable consideration the adequacy and receipt of which are hereby acknowledged, COUNTY and CONTRACTOR agree to amend the Agreement in accordance with the terms and conditions set forth herein:

1. Sections 1-8 of the Securus Video Visitation Services Agreement Schedule under the heading Terms on Page 6 of the Agreement are hereby removed and replaced as follows:

- a. Customer agrees that Video Visitation must be available for paid remote sessions seven (7) days a week for a minimum of eighty (80) hours per Video Visitation terminal per week.
 - b. Customer will allow incarcerated individuals to conduct remote visits without quantity limits other than for disciplinary action for individual misbehavior.
 - c. Customer will allow Provider to market and promote the use of the Video Visitation System to the incarcerated individuals, in-person visitors, phone call participants and potential friends and family end users of the System by allowing Provider to distribute Securus' promotional literature in the Facility's visitation lobby.
 - d. All on-site Video Visitation sessions will be required to be scheduled at least 24 hours in advance, where practicable.
2. Except as provided above, the terms and conditions of this Agreement shall remain in full force and effect as originally approved.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 5 of the Napa County Agreement No. 190215B as of the date first above written.

SECURUS TECHNOLOGIES, LLC

By _____
Russell Roberts
Chief Growth Officer

By _____
Joshua P. Martin
Senior Vice President and General Counsel

"CONTRACTOR"

NAPA COUNTY, a political subdivision of
the State of California

By _____
RYAN GREGORY, Chair
Board of Supervisors

"COUNTY"

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| <p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <i>Corey S. Utsurogi</i> County Counsel</p> <p>Date <u>6/28/22</u></p> | <p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____ Processed By: _____ _____ Deputy Clerk of the Board</p> | <p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p> |
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