

**NAPA COUNTY AGREEMENT NO. 190215B
AMENDMENT NO. 4**

PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 4 TO AGREEMENT NO. 190215B is made and entered into as of this 16th day of November, 2021, 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 corporation, 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 "Party".

RECITALS

WHEREAS, COUNTY and CONTRACTOR entered into Napa County Agreement No. 190215B on January 7, 2014 ("Agreement") for inmate 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 inmates incarcerated 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 and January 14, 2020 to extend the term; and

WHEREAS, COUNTY and CONTRACTOR now desire to further amend the Agreement to extend the term of the Agreement through June 30, 2023 or until the Jail vacates the Hall of Justice; whichever date is earlier;

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. Paragraph 1 Term of the Agreement is amended to read in full as follows:

Term of the Agreement. The term of this Agreement shall commence on the date first above written and shall expire on June 30, 2023 or until the Jail vacates the Hall of Justice; whichever date is earlier, unless terminated earlier in accordance with Paragraphs 9 (Termination for Cause), 10 (Other Termination) or 23(a) (Covenant of No Undisclosed Conflict); except that the obligations of the parties under Paragraphs 7 (Insurance) and 8 (Indemnification) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to COUNTY shall also

continue after said expiration date or early termination in relation to the obligations prescribed by Paragraphs 15 (Confidentiality), 20 (Taxes) and 21 (Access to Records/Retention). The term of this Agreement shall be automatically renewed until the Jail vacates the Hall of Justice under the terms and conditions then in effect, not to exceed two (2) additional one (1) year terms, unless either party gives the other party written notice of intention not to renew no less than thirty (30) days prior to the expiration of the then current term. For purposes of this Agreement, "fiscal year" shall mean the period commencing on July 1 and ending on June 30.

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. 4 of the Napa County Agreement No. 190215B as of the date first above written.

SECURUS TECHNOLOGIES, LLC



By TR
 Russell Roberts
 Chief Growth Officer

By [Signature]
 Joshua P. Martin
 Senior Vice President and General Counsel

"CONTRACTOR"

NAPA COUNTY, a political subdivision of
 the State of California

By _____
 ALFREDO PEDROZA, Chair
 Board of Supervisors

"COUNTY"

APPROVED AS TO FORM Office of County Counsel By: <u>John L. Myers (e-sign)</u> County Counsel Date <u>November 10, 2021</u>	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By: _____
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