

**NAPA COUNTY AGREEMENT NO. 170629B  
AMENDMENT NO. 5**

**PROFESSIONAL SERVICES AGREEMENT**

**THIS AMENDMENT NO. 5 TO AGREEMENT NO. 170629B** 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. 170629B on March 16, 2016 ("Agreement") for inmate telephone services and automated information services to Napa County Department of Corrections; and

**WHEREAS**, COUNTY and CONTRACTOR approved Amendment No. 1 on March 14, 2017, Amendment No. 2 on March 31, 2018, Amendment No. 3 on January 1, 2019 and Amendment No. 4 on January 14, 2020 to extend the term;

**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, and adopt the telephone rates as listed in Exhibit B.

**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. **Scope of Services.** CONTRACTOR shall provide telephone calling services as the rates outlined in Exhibit "A", attached hereto.
3. 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. 170629B as of the date first above written.

**SECURUS TECHNOLOGIES, LLC**

By   
Russell Roberts  
Chief Growth Officer

By   
Joshua 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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## EXHIBIT “B”

### SECURUS TECHNOLOGIES RATE SHEET

#### BACKGROUND:

On May 24, 2021, the Federal Communications Commission (“FCC”) released its Third Report and Order, Order on Reconsideration, and Fifth Further Notice of Proposed Rulemaking (the “FCC Order”). On August 23, 2021, the California Public Utilities Commission (“CPUC”) issued its Decision in Docket Number R.20-10-002 (the “CPUC Order”). The FCC Order and CPUC Order each mandate a number of changes which significantly impact the delivery of telephone services to incarcerated individuals. Unlike prior FCC action in this area, the FCC Order was unanimous and bipartisan. The CPUC Order was unanimous.

This Addendum includes a number of changes which are agreed by the parties in response to the FCC Order and the CPUC Order.

#### CONTRACT CHANGES:

1. Notwithstanding anything in the Agreement to the contrary, on or before October 7, 2021:
  - a. if COUNTY has domestic calling rates that exceed \$0.07 per minute, those rates will be reduced to \$0.07 per minute;
  - b. if such rates exceed applicable federal or state rate caps, CONTRACTOR will charge international calling rates equal to or less than the rate caps;
  - c. if currently charged, CONTRACTOR will no longer charge ancillary fees associated with calling services, such as automated and live agent funding fees, except as specifically permitted by the FCC Order and the CA PUC Order;
  - d. if commissions are in excess of \$0.02 per minute of the new calling rates, the commission percentage (for prepaid, collect, and debit calling) will be reduced to 28.5%, and, if applicable, the prepaid calling card discount will be reduced to 28.5%;
  - e. commissions will be paid on both interstate and intrastate calling traffic;
  - f. for international call traffic only, the per-minute amount paid by the CONTRACTOR as a pass through to its underlying wholesale international carriers to terminate international calls will not be commissionable;
  - g. if currently deployed, CONTRACTOR will no longer provide its AdvanceConnect Single Call feature; and
  - h. the following language is hereby removed from the Agreement: ***“\*No commission shall be paid on revenue earned through the completion of interstate calls of any type.*”** To remain in compliance with current FCC rulings,

\$0.1689 per minute will be excluded from commissions starting on June 20, 2016.”

2. COUNTY agrees to update CONTRACTOR in the event its ADP becomes greater than or equal to 1,000. ADP is defined as “the sum of all inmates in a facility for each day of the preceding calendar year, divided by the number of days in the year.” 47 CFR § 64.6000.

**Even if CONTRACTOR does not receive a signed Addendum, please be advised that CONTRACTOR must change the calling rates as described herein to be in compliance with applicable federal and state law and regulation and will do so on or before October 7, 2021.**