

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 11/09/2022

Contract/Lease Control #: C19-2847-COR

Procurement#: RFP PS 52-19

Contract/Lease Type: CONTRACT

Award To/Lessee: SECURUS TECHNOLOGIES, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 09/03/2019

Expiration Date: 09/30/2023 W/1 1 YEAR RENEWAL

Description of: INMATE TELECOMMUNICATIONS SERVICES

Department: COR

Department Monitor: VAUGHN

Monitor's Telephone #: 850-689-5960

Monitor's FAX # or E-mail: NWEEKS@MYOKALOOSA.COM

Closed:

Cc: BCC RECORDS

**PROCUREMENT/CONTRACT/LEASE  
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: CIG 2847 core Tracking Number: 491822  
Procurement/Contractor/Lessee Name: Securus Grant Funded: YES \_\_\_ NO   
Purpose: Renewal # 1  
Date/Term: 9-3-2023 1.  GREATER THAN \$100,000  
Department #: 1024 - 552401 - 20,000 2.  GREATER THAN \$50,000  
Account #: 0126 - 552401 - 40,000 3.  \$50,000 OR LESS  
Amount: see above  
Department: CCR Dept. Monitor Name: Weekes

**Purchasing Review**

Procurement or Contract/Lease requirements are met:  
DeRita Mason Date: 9-17-22  
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jesica Darr, Amber Hammonds

**2CFR Compliance Review (if required)**

Approved as written: no federal funds Grant Name: \_\_\_\_\_  
\_\_\_\_\_  
Date: \_\_\_\_\_  
Grants Coordinator Suzanne Ulloa

**Risk Management Review**

Approved as written: see email attached Date: 9-7-22  
\_\_\_\_\_  
Risk Manager or designee Kristina LoFria

**County Attorney Review**

Approved as written: see email attached Date: 9-30-21  
\_\_\_\_\_  
County Attorney Lynn Hoshihara, Kerry Parsons or Designee

**Department Funding Review**

Approved as written: \_\_\_\_\_ Date: \_\_\_\_\_

**IT Review (if applicable)**

Approved as written: \_\_\_\_\_ Date: \_\_\_\_\_

## DeRita Mason

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**From:** Lynn Hoshihara  
**Sent:** Friday, September 30, 2022 9:07 AM  
**To:** Christy Rogers; DeRita Mason  
**Cc:** Nolan Weeks  
**Subject:** Re: Securus - Okaloosa Amendment

....with the correction of the end date.

Lynn M. Hoshihara  
County Attorney  
Okaloosa County, Florida

Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

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**From:** Lynn Hoshihara  
**Sent:** Friday, September 30, 2022 10:06:46 AM  
**To:** Christy Rogers; DeRita Mason  
**Cc:** Nolan Weeks  
**Subject:** Re: Securus - Okaloosa Amendment

Thank you Christy. I appreciate you verifying. This amendment is approved.

Lynn M. Hoshihara  
County Attorney  
Okaloosa County, Florida

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**From:** Christy Rogers  
**Sent:** Friday, September 30, 2022 9:54:17 AM  
**To:** Lynn Hoshihara; DeRita Mason  
**Cc:** Nolan Weeks  
**Subject:** RE: Securus - Okaloosa Amendment

Lynn,

3. Is the minimum annual guarantee of \$700K still in effect? (The MAG was suspended when the FCC reduced the call rates in 2021)

*Thanks,  
Christy*

Christy Rogers

## DeRita Mason

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**From:** Lydia Garcia  
**Sent:** Wednesday, September 7, 2022 10:09 AM  
**To:** DeRita Mason; Lynn Hoshihara  
**Cc:** 'Parsons, Kerry'  
**Subject:** RE: Securus - Okaloosa Amendment  
**Attachments:** Okaloosa County FL First Amendment 8.30.22.doc; Level 3- OkaloosaCoFL - Securus\_V1.pdf; General Services Insurance Requirements w-Cyber Liab1.3.19.docx

For insurance purposes, Risk Management approves the attached amendment which is to include the General Services Insurance Requirements- with Cyber Liability.



Kind Regards,

**Lydia Garcia**  
Public Records Request & Contracts Specialist

### OKALOOSA COUNTY BCC

Risk Management  
Direct: 850.689.4111  
Fax: 850.689.5973 |  
Email: [riskinfo@myokaloosa.com](mailto:riskinfo@myokaloosa.com)

302 N. Wilson St. Suite 301  
Crestview, FL 32539

<https://myokaloosa.com/>

**Please note: Due to Florida's very broad public records laws, most written communications to or from county employees regarding county business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.**

**From:** DeRita Mason <[dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)>  
**Sent:** Wednesday, September 7, 2022 9:55 AM  
**To:** Lynn Hoshihara <[lhoshihara@myokaloosa.com](mailto:lhoshihara@myokaloosa.com)>; Lydia Garcia <[lgarcia@myokaloosa.com](mailto:lgarcia@myokaloosa.com)>  
**Cc:** 'Parsons, Kerry' <[KParsons@ngn-tally.com](mailto:KParsons@ngn-tally.com)>  
**Subject:** RE: Securus - Okaloosa Amendment

Okay, Lydia, if you would like it added, I will have them add it to the amendment attached.  
Is it approved with the addition?

DeRita Mason



CONTRACT: C19-2847-COR  
SECURUS TECHNOLOGIES, INC.  
INMATE TELECOMMUNICATIONS SERVICES  
EXPIRES: 09/30/2023 W/1 1 YR RENEWAL

**SECOND AMENDMENT TO  
MASTER SERVICES AGREEMENT  
OKALOOSA COUNTY (FL)**

This **SECOND AMENDMENT** ("Second Amendment") is effective as of the last date signed by either party ("Second Amendment Effective Date") and amends and supplements that certain Contract for RFP 52-19 by and between Securus Technologies, LLC ("we," "us," or "Provider") and Okaloosa County, Florida ("you" or "Customer") dated September 3, 2019 (the "Agreement").

**WHEREAS** Customer and Provider are parties to the Agreement and desire to amend the terms as stated herein;

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

1. **Term.** This Second Amendment shall commence on the Second Amendment Effective Date and shall remain in effect through the Term of the Agreement. The parties hereby agree to exercise the first one-year renewal, resulting in a modified end date of September 30, 2023. Notwithstanding anything to the contrary, the terms and conditions of the Agreement shall continue to apply for so long as we continue to provide the Applications to you after the expiration or earlier termination of this Agreement.
2. **Commission Percentage Change.** For all currently commissionable call traffic under the Agreement, the commission percentage (for prepaid, collect, and debit calling) and, if applicable, the prepaid calling card discount, is changed to 84.2%
3. **Additional Applications.** As of the Second Amendment Effective Date, the following Applications are added to the Agreement:

**WORD ALERT**

Securus Word Alert is a safety, security, and investigative feature of the NextGen Secure Communications Platform which uses speech-to-text technology to transcribe the audio in calls and, if applicable, Video Connect sessions to text and allows investigators to search text transcripts for specified words and phrases. Word Alert may also be used in association with Securus Text Connect if deployed. It also enables investigators to request English translations of transcripts that are in some other languages. Customer's use of Word Alert is governed by and conditioned upon the terms set forth herein.

The cost of Word Alert was considered and included in offering the Commission percentage and other terms contained herein.

**SECURUS TEXT CONNECT**

**DESCRIPTION:** Securus' Text Connect Application ("Text Connect") allows for two-way electronic communication (up to a maximum of 160 characters per message) between friends and family and an incarcerated individual, similar to mobile phone text functionality. Friends and family send and receive messages using the Securus mobile app and must have a free Securus Online account to access. Incarcerated individuals access the Text Connect functionality through Provider's tablets.

Text Connect includes an integrated agency interface as part of NextGen SCP that Customer can utilize to monitor communications and otherwise administer the Text Connect product. Text Connect messages will be accessible to the incarcerated individual for a period of 60 days, but available to Customer for up to 60 months; Customer is solely responsible for preserving any messages beyond that storage period by downloading them to a separate storage medium.

**COMPENSATION:** Provider will provide Text Connect at no cost to Customer. Friends and family members can purchase agency-specific text packages as follows:

Package / Texts	Base Price	Agency Charge %	Agency Charge Paid to Customer	Transaction Fee	Total Price Per Text	Total Price <sup>1</sup>
50 Texts	\$3.50	10%	\$0.35	\$3.00	\$0.137	\$6.85
100 Texts	\$6.50	10%	\$0.65	\$3.00	\$0.1015	\$10.15
250 Texts	\$15.00	10%	\$1.50	\$3.00	\$0.078	\$19.50
500 Texts	\$25.00	10%	\$2.50	\$3.00	\$0.061	\$30.50

The pricing and packages described above may be changed by mutual agreement of the parties.

**INVESTIGATIVE PRODUCTS AND FEATURES TERMS OF USE**

A. Applicability. These terms of use specifically apply, if deployed pursuant to the Agreement, to THREADS, Investigator Pro, ICER, Word Alert, Guarded Exchange Services, National Cellular Forensics Services, Securus Digital Mail Center, and the investigative features of any other Provider product (collectively, the "Selected Applications").

B. Customer Warranty. Customer will comply with all privacy, consumer protection, constitutional, marketing, and data security laws and government guidelines applicable to Customer's access to and use of information obtained in connection with or through the Selected Applications. Customer acknowledges and understands that Customer is solely responsible for its compliance with such laws and that Provider makes no representation or warranty as to the legality of the use of the Selected Applications or the information obtained in connection therewith. Provider will have no obligation, responsibility, or liability for Customer's compliance with any and all laws, regulations, policies, rules or other requirements applicable to Customer by virtue of its use of the Selected Applications. To the fullest extent allowed by law, Customer agrees to be responsible for any loss, cost, claim, liability, damage, and expense (including, without limitation, reasonable attorney's fees and expenses) arising out Customer's non-compliance with applicable laws.

C. Conditional Use of Selected Applications. Provider reserves the right to modify, enhance, or discontinue, in its sole discretion, any or all of the features that are currently part of the Selected Applications. Moreover, if Provider determines in its sole discretion that the Selected Applications and/or Customer's use thereof (1) violates the terms and conditions set forth herein; (2) violates any applicable rule; or (3) is reasonably likely to be so determined, Provider may, upon written notice, immediately terminate Customer's access to the Selected Applications and shall have no further liability or responsibility to Customer with respect thereto.

D. Accuracy of Transcription, Translation, and Analytical Services. For Selected Applications which provide transcription, translation, or analysis of communications or information, Customer understands and acknowledges that all information used and obtained in connection with such Selected Applications is provided "**AS IS.**" Customer acknowledges and agrees that speech transcription and translation is subject to unavoidable inaccuracies due to, among other things, poor audio quality, language spoken with significant accents or dialects, unfamiliar vernacular or vocabulary, or other issues which may result in transcript or translation inaccuracies. Provider does not make any representations or warranties regarding the Selected Applications' ability to identify suspicious or suggestive key words or phrases, phrases that suggest threats to security, or phrases that indicated criminal activity in and outside of the Facility(s).

4. Third Party Services - Guardian RFID. Guardian RFID services will be provided as described in the attached Guardian RFID Schedule and accompanying Guardian RFID System Agreement - Leased Devices.

5. General Services Insurance Schedule. The attached General Services Insurance Requirements - w/ Cyber Liability schedule is hereby incorporated into the Agreement.



6. Customer Options for Alternative Compensation Structures. Notwithstanding anything to the contrary in the Agreement, at Customer's option, Customer may request that compensation and rates under the Agreement be


<sup>1</sup> Plus applicable taxes and regulatory fees.

amended to either a no commission or taxpayer-funded and no commission option at any time during the Term. If requested by Customer, the parties will negotiate in good faith regarding an appropriate reduction to the applicable call rates if Customer agrees to no longer receive any commission or other type of financial compensation under the Agreement. For such compensation structures, Provider can also accommodate a Customer request to transition from end user funding of telephone services to a model where those services are taxpayer-funded / paid for by Customer.

7. Except as expressly amended by this First 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> Okaloosa County, Florida By: <u></u> Name: <u>Mel Ponder</u> Title: <u>Chairman</u> Date: <u>November 1, 2022</u>	<b>PROVIDER:</b> Securus Technologies, LLC (f/k/a Securus Technologies, Inc.) By: <u></u> Name: <u>Geoff Boyd</u> Title: <u>Chief Financial Officer</u> Date: <u>10/11/2022</u>
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**Please return signed contract to:**

**4000 International Parkway  
Carrollton, Texas 75007  
Attention: Contracts Administrator  
Phone: (972) 277-0300**

**SCHEDULE: GUARDIAN RFID  
Okaloosa County, Florida**

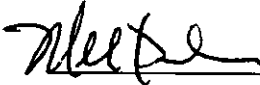



This **Schedule: Guardian RFID Services** is made part of and governed by the Master Services Agreement (the "Agreement") executed between Securus Technologies, LLC ("we" or "Provider") and Okaloosa County, Florida ("Customer"). The terms and conditions of the Agreement are incorporated herein by reference. This Schedule will be coterminous with the Agreement.

**WHEREAS** Customer and Provider are parties to the Agreement and desire to add to the Agreement the terms as stated herein;

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **Term.** This Schedule shall commence on the Effective Date and shall remain in effect through the duration of the Agreement. Notwithstanding anything herein to the contrary, the terms and conditions of the Agreement shall continue to apply for so long as Provider continues to provide services to Customer after the expiration or earlier termination of this Schedule.

2. **Services.** Guardian RFID will deploy the products and services described in the attached Guardian RFID System based on the terms described in that document, provided that (a) the Guardian RFID System Agreement – Leased Devices will terminate in the event this Agreement is terminated or expires; and (b) up to \$99,400.01 of the cost of the services described in the Guardian RFID System Agreement – Leased Devices was considered and included in offering the terms contained herein and will be directly paid to Guardian RFID by Provider. Additional amounts owed to Guardian RFID will be Customer's responsibility unless otherwise agreed by the parties. GUARDIAN RFID (THE "INDEMNIFYING PARTY") WILL INDEMNIFY THE PROVIDER AND ITS OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES (COLLECTIVELY, THE "INDEMNIFIED PARTY") AND HOLD THE INDEMNIFIED PARTY HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LIABILITIES, LOSSES, COSTS AND DAMAGES (INCLUDING WITHOUT LIMITATION COURT COSTS AND REASONABLE ATTORNEYS' FEES), WHICH THE INDEMNIFIED PARTY OR ANY OF ITS OFFICERS, DIRECTORS, AGENTS, EMPLOYEES MAY INCUR OR SUFFER THAT ARE CAUSED BY THE INDEMNIFYING PARTY.

<p><b>CUSTOMER:</b> Okaloosa County, Florida</p> <p>By: <u></u></p> <p>Name: <u>Mel Ponder</u></p> <p>Title: <u>Chairman</u></p> <p>Date: <u>November 1, 2022</u></p> 	<p><b>PROVIDER:</b> Securus Technologies, LLC</p> <p>By: <u></u></p> <p>Name: <u>Geoff Boyd</u></p> <p>Title: <u>CFO</u></p> <p>Date: <u>10/11/2022</u></p>
<p><b>GUARDIAN RFID</b></p> <p>By: <u></u></p> <p>Name: <u>Paul Baze</u></p> <p>Title: <u>Director of Sales</u></p> <p>Date: <u>November 9, 2022</u></p>	



[GUARDIAN RFID SYSTEM AGREEMENT - LEASED DEVICES FOLLOWS]

## **GENERAL SERVICES INSURANCE REQUIREMENTS – w/CYBER LIABILITY**

### **CONTRACTORS INSURANCE**

1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and the certificate of insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers authorized to do business in the State of Florida and having a minimum rating of A, Class X in the Best Key Rating Guide published by A.M. Best & Co. Inc.
3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. With the exception of Workers' Compensation policies, the County shall be shown as an Additional Insured with a Waiver of Subrogation on the Certificate of Insurance.
5. The County shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the Contractor.
6. The County reserves the right at any time to require the Contractor to provide copies of any insurance policies to document the insurance coverage specified in this Agreement.
7. Any subsidiaries used shall also be required to obtain and maintain the same insurance requirements as are being required herein of the Contractor.
8. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered a breach of contract.

## **WORKERS' COMPENSATION INSURANCE**

1. The Contractor shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.
2. Contractor must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.
3. No class of employee, including the Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.
4. A Waiver of Subrogation is required to be shown on all Workers Compensation Certificates of Insurance.

## **BUSINESS AUTOMOBILE LIABILITY**

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 (One Million Dollars) combined single limit each accident. If the contractor does not own vehicles, the contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Policy. Contractor must maintain this insurance coverage throughout the life of this Agreement.

## **COMMERCIAL GENERAL LIABILITY INSURANCE**

1. The Contractor shall carry Commercial General Liability insurance against all claims for Bodily Injury, Property Damage and Personal and Advertising Injury caused by the Contractor.
2. Commercial General Liability coverage shall include the following:
  - 1.) Premises & Operations Liability
  - 2.) Bodily Injury and Property Damage Liability

- 3.) [RESERVED]
- 4.) Contractual Liability
- 5.) Products and Completed Operations Liability

3. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

**CYBER LIABILITY**

The Contractor shall carry Cyber Liability insurance coverage for third party liability. Coverage will include ID Theft Monitoring, Credit Monitoring (if necessary) & Notification. Coverage must be afforded for negligent retention of data as well as notification and related costs for actual or alleged breaches of data.

**INSURANCE LIMITS OF LIABILITY**

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer’s liability with limits as prescribed in this contract:

	<u><b>LIMIT</b></u>
1. Workers’ Compensation	
1.) State	Statutory
2.) Employer’s Liability	\$500,000 each accident
2. Business Automobile	\$1,000,000 each accident (A combined single limit)
3. Commercial General Liability	\$1,000,000 each occurrence Bodily Injury & Property Damage \$1,000,000 each occurrence Products and completed operations
4. Personal and Advertising Injury	\$1,000,000 each occurrence
5. Cyber Liability	\$1,000,000 per claim

## **NOTICE OF CLAIMS OR LITIGATION**

The Contractor agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the Contractor's knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the Contractor becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

## **INDEMNIFICATION & HOLD HARMLESS**

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this contract.

## **CERTIFICATE OF INSURANCE**

1. Certificates of insurance indicating the project name and number and evidencing all required coverage must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Road, Crestview, Florida, 32536.
2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day prior written notice of cancellation; ten (10) days' prior written notice if cancellation is for nonpayment of premium.
3. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the contractor to provide the proper notice to the County. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536.
4. In the event the contract term goes beyond the expiration date of the insurance policy, the contractor shall provide the County with an updated Certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.

5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection.
7. All deductibles or self-insured retentions (SIRs), whether approved by Okaloosa County or not, shall be the Contractor's full responsibility.
8. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR.

## **GENERAL TERMS**

Any type of insurance or increase of limits of liability not described above which, the Contractor required for its own protection or on account of statute shall be its own responsibility and at its own expense.

Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this contract shall be deemed unacceptable and shall be considered breach of contract.

The carrying of the insurance described shall in no way be interpreted as relieving the Contractor of any responsibility under this contract.

Should the Contractor engage a subcontractor or sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.

The Contractor hereby waives all rights of subrogation against Okaloosa County and its employees under all the foregoing policies of insurance.

## **EXCESS/UMBRELLA INSURANCE**

The Contractor shall have the right to meet the liability insurance requirements with the purchase of an EXCESS/UMBRELLA insurance policy. In all instances, the combination of primary and EXCESS/UMBRELLA liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement. An Excess liability policy must be submitted indicating which policy it applies to.

