

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 10/04/2023

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: 09/03/2024

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: C19-2847-COR Tracking Number: 4922-23
Procurement/Contractor/Lessee Name: Securus Grant Funded: YES ___ NO X
Purpose: 3rd Amendment
Date/Term: 9-3-24 1. GREATER THAN \$100,000
Department #: _____ 2. GREATER THAN \$50,000
Account #: _____ 3. \$50,000 OR LESS
Amount: _____
Department: Weeks Dept. Monitor Name: Correia

Purchasing Review

Procurement or Contract/Lease requirements are met: Quinta Moya Date: 8-16-23
Purchasing Manager or designee: _____ DeRita Mason, Erin Poole, Amber Hammonds

2CFR Compliance Review (if required)

Approved as written: no federal bid Grant Name: _____ Date: _____
Grants Coordinator: _____ Suzanne Ulloa

Risk Management Review

Approved as written: see email attached Date: 8/16/23
Risk Manager or designee: _____ Lydia Garcia

County Attorney Review

Approved as written: see email attached Date: _____
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

From: Odessa Cooper-Pool
Sent: Wednesday, August 16, 2023 3:53 PM
To: DeRita Mason; Lynn Hoshihara
Cc: 'Parsons, Kerry'; Jacqueline Matichuk
Subject: RE: Okaloosa County FL - 3rd Amendment (040323) (2).docx
Attachments: C19-2847-COR 3rd amendment.pdf.docx

Hello DeRita,

The 3rd Amendment for Securus Technologies has been reviewed and is approved by Risk Management for insurance purposes.

Thank you,

Odessa Cooper-Pool
Public Records & Contracts Specialist
Okaloosa County BCC
302 N. Wilson Street
Crestview, FL 32536
Office: 1-850-689-4111



“And, when you want something, all the universe conspires in helping you to achieve it.”— Paulo Coelho, *The Alchemist*

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>
Sent: Wednesday, August 16, 2023 3:39 PM
To: Odessa Cooper-Pool <ocooperpool@myokaloosa.com>; Lynn Hoshihara <lhoshihara@myokaloosa.com>
Cc: 'Parsons, Kerry' <KParsons@ngn-tally.com>; Jacqueline Matichuk <jmatichuk@myokaloosa.com>
Subject: RE: Okaloosa County FL - 3rd Amendment (040323) (2).docx

Sure, see attached.

DeRita Mason

DeRita Mason

From: Lynn Hoshihara
Sent: Tuesday, August 29, 2023 1:29 PM
To: DeRita Mason
Cc: 'Parsons, Kerry'
Subject: Re: Okaloosa County FL - 3rd Amendment (040323) (2).docx
Attachments: C19-2847-COR 3rd amendment 8.29.23.docx

DeRita,

With the attached changes, this is approved.

Lynn

Lynn M. Hoshihara
County Attorney
Okaloosa County, Florida

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From: DeRita Mason
Sent: Wednesday, August 16, 2023 1:35 PM
To: Lynn Hoshihara
Cc: 'Parsons, Kerry'; Odessa Cooper-Pool; Jacqueline Matichuk
Subject: FW: Okaloosa County FL - 3rd Amendment (040323) (2).docx

All,
Please review and update the attached. Lynn I made a few edits before sending.
Thank you,

DeRita Mason



DeRita Mason, CPFO, CPPB, NIGP-CPP
Purchasing Manager
Okaloosa County Purchasing Department
5479A Old Bethel Road

DeRita Mason

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To: DeRita Mason
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Lynn

Lynn M. Hoshihara
County Attorney
Okaloosa County, Florida

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DeRita Mason, CPPO, CPPB, NIGP-CPP
Purchasing Manager
Okaloosa County Purchasing Department



CONTRACT: C19-2847-COR
Securus Technologies, Inc.
Inmate Telecommunications Services, Inc.
EXPIRES:09/03/2024

OKALOOSA COUNTY (FL)
A003033

THIRD AMENDMENT TO MASTER SERVICES AGREEMENT

This **Third Amendment** ("Third Amendment") is effective as of the last date signed by either party ("Third 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, as subsequently amended (collectively, 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 Third Amendment Effective Date and in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. Term. This Third and Final Amendment shall commence on the Third Amendment Effective Date and shall remain in effect through the Term of the Agreement. Further, the Term of the Agreement shall be extended by an additional 12 months, with a modified end date of September 3, 2024. 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. Additional Applications. As of the Third Amendment Effective Date, the following Applications are added to the Agreement:

DIGITAL MAIL CENTER

Digital Mail Center service and software allows authorized Provider staff or authorized Customer staff to scan certain physical mail and electronically deliver it to incarcerated recipients. Through Digital Mail Center, authorized staff can (1) view, approve, reject, and manage scanned mail; (2) set alerts when specific recipients receive mail; and (3) review audit logs of activity associated with the Digital Mail Center for increased administrative oversight.

Customer Processed / Provider Delivered – Customer is solely responsible for the initial processing of physical mail, its conversion into electronic form, and approval for delivery to the intended recipient as well as any associated costs. Provider will furnish the software used to scan the physical mail into electronic form. Once the physical mail is scanned and approved for delivery, the software will automatically distribute the electronic version of the mail as agreed by Customer and Provider.

Provider Processed and Delivered – Provider will conduct the initial processing of physical mail and its conversion into electronic form, typically within 48 hours of receipt. After processing and, if desired, Customer approval, Provider will distribute the electronic version of the mail as agreed by Customer and Provider. Provider will not scan any items that are not reasonably susceptible to scanning (such as boxes, books, stapled papers, publications, money orders, or other such materials which do not consist of printed correspondence on a two-dimensional page). Customer will inform recipients and friends and family about this restriction and the general process of the Digital Mail Service. If Provider receives such items, they will be returned to their sender. If Provider receives mail addressed to a recipient no longer at Customer's facility, such mail will be returned to its sender. At Customer's option, physical mail may either be destroyed after 30 or 60 days or forwarded to Customer (at Customer's cost), at Customer's preference. If Customer elects to withhold mail from delivery to a recipient or directs Provider to destroy mail per this Schedule, the Customer is solely responsible for notifying the recipient and the sender of such actions as may be legally required.

Neither Provider nor Customer will process any mail through Digital Mail Center that originates from an attorney's office or is otherwise legally private or privileged. If Provider receives mail originating from an attorney's office or other private/privileged establishments, Provider will return it to its sender.

All electronic information associated with the mail, including sender name, time, date, and address along with the scanned images will be stored for the Term of the Agreement.

In exchange for Customer Processed Digital Mail Center, Customer will pay \$2.00 per ADP per month via a commission deduction. Any other costs or fees accrued by Customer in connection with Digital Mail Center may be deducted from compensation otherwise owed to Customer under the Agreement or invoiced. Notwithstanding the forgoing, if there is no amount of commission or compensation from which Provider may deduct this amount, the amount is still owed by Customer to Provider.

The cost of Digital Mail Center was considered and including in offering the terms contained in the Agreement, provided that any additional costs incurred by Customer described herein in connection with Digital Mail Center may be deducted from compensation otherwise owed to Customer under the Agreement or invoiced. Notwithstanding the forgoing, if there is no amount of commission or compensation from which Provider may deduct these costs, the amount is still owed by Customer to Provider.

Terms of Use

A. 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 Digital Mail Center. 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 Digital Mail Center 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 Digital Mail Center. 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.

B. Conditional Use of Digital Mail Center. Provider reserves the right to modify, enhance, or discontinue, in its sole discretion, any or all of the features that are currently part of Digital Mail Center. Moreover, if Provider determines in its sole discretion that Digital Mail Center 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 Digital Mail Center and shall have no further liability or responsibility to Customer with respect thereto.

C. Disclaimer of Warranties. CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT DIGITAL MAIL CENTER AND ALL INFORMATION USED AND OBTAINED IN CONNECTION WITH DIGITAL MAIL CENTER ARE PROVIDED "AS IS." PROVIDER AND ITS SUBSIDIARIES DO NOT MAKE AND HEREBY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO DIGITAL MAIL CENTER. PROVIDER DOES NOT GUARANTEE OR WARRANT THE CORRECTNESS, COMPLETENESS, LEGALITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF DIGITAL MAIL CENTER OR INFORMATION OBTAINED IN CONNECTION THEREWITH. IN NO EVENT WILL PROVIDER AND ITS SUBSIDIARIES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING, INCURRED BY CUSTOMER FROM RECEIPT OR USE OF INFORMATION OBTAINED IN CONNECTION WITH DIGITAL MAIL CENTER OR THE UNAVAILABILITY THEREOF.

D. Limitation of Liability. PROVIDER WILL HAVE NO LIABILITY TO CUSTOMER (OR TO ANY PERSON TO WHOM CUSTOMER MAY HAVE PROVIDED DATA FROM DIGITAL MAIL CENTER) FOR ANY LOSS OR INJURY ARISING OUT OF OR IN CONNECTION WITH DIGITAL MAIL CENTER OR CUSTOMER'S USE THEREOF. IF, NOTWITHSTANDING THE FOREGOING, LIABILITY CAN BE IMPOSED ON PROVIDER, CUSTOMER AGREES THAT PROVIDER'S AGGREGATE LIABILITY FOR ANY AND ALL LOSSES OR INJURIES ARISING OUT OF ANY ACT OR OMISSION OF PROVIDER IN CONNECTION WITH DIGITAL MAIL CENTER, REGARDLESS OF THE CAUSE OF THE LOSS OR INJURY, AND REGARDLESS OF THE NATURE OF THE LEGAL OR EQUITABLE RIGHT CLAIMED TO HAVE BEEN VIOLATED, WILL NEVER EXCEED THE AMOUNT PAID BY CUSTOMER FOR DIGITAL MAIL CENTER. CUSTOMER COVENANTS AND PROMISES THAT IT WILL NOT SEEK TO RECOVER FROM PROVIDER AN AMOUNT GREATER THAN SUCH SUM EVEN IF CUSTOMER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

E. Indemnification. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, CUSTOMER HEREBY AGREES TO PROTECT, INDEMNIFY, DEFEND, AND HOLD HARMLESS PROVIDER FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, DEMANDS, DAMAGES, LOSSES, AND LIABILITIES (INCLUDING ATTORNEYS' FEES AND COSTS) ARISING FROM OR IN ANY WAY RELATED TO CUSTOMER'S USE OF DIGITAL MAIL CENTER, INFORMATION OBTAINED IN CONNECTION THEREWITH, OR

INSTRUCTIONS PROVIDED BY CUSTOMER TO PROVIDER RELATED TO DIGITAL MAIL CENTER. NOTHING HEREIN SHALL BE CONSTRUED AS A WAIVER OF CUSTOMER'S SOVEREIGN IMMUNITY UNDER SECTION 768.28, FLORIDA STATUTES.

3. The COMPESATION section for Securus Text Connect is hereby revised as follows:

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

Package	Texts	Cost/ text	Securus Base	Comm %	Agency Charge	Total Text Package Cost	Trans Fee	Full Price ¹	Full price/ Text
50 Texts	50	\$0.100	\$5.00	10.0%	\$0.50	\$5.50	\$3.75	\$9.25	\$ 0.185
100 Texts	100	\$0.095	\$9.50	10.0%	\$0.95	\$10.45	\$3.75	\$14.20	\$ 0.142
200 Texts	200	\$0.090	\$18.00	10.0%	\$1.80	\$19.80	\$3.75	\$23.55	\$ 0.118
400 Texts	400	\$0.080	\$32.00	10.0%	\$3.20	\$35.20	\$3.75	\$38.95	\$ 0.097

Provider may adjust fees upon 30 days' prior written notice to Customer.

4. Inflation Adjustments. To the extent permitted by applicable law and regulation, Provider reserves the right to adjust the prices described in the Agreement on an annual basis by the percentage change in consumer prices for services during the applicable trailing 12-month period as measured by the United States Consumer Price index or a similar index should such index no longer be published.

5. Private Number Designation. We will continue to provide you with the ability to designate certain numbers (for example, attorney or clergy numbers) as "Private" within our Secure Call Platform. Calls to numbers designated as Private will not be recorded by us. Although we will maintain your Private list within our Secure Call Platform, you acknowledge and agree that you will have the sole discretion, authority, and responsibility for designating numbers as Private, and that we have no discretion, authority, or responsibility for making such designations, unless done so at your instruction. Further, to the fullest extent allowed by applicable law, you and/or your employees, agents, or contractors agree to be responsible for any loss, cost, claim, liability, damage, and expense (including, without limitation, reasonable attorney's fees and expenses) arising out of the recording or monitoring of calls to numbers that should have been, but were not, designated by you as Private.

6. Express Warranties. Provider offers the following express warranties in connection with the Applications. Additional warranties may be provided in the Application Schedules:

- a. Express Warranty for Hardware and Software Deployed and Owned By Provider. For hardware and software deployed and owned by Provider and provided to Customer pursuant to the Agreement, Provider agrees to repair and maintain such hardware and software in good operating condition (ordinary wear and tear excepted), including, without limitation, furnishing all parts and labor during the term of the Agreement. Notwithstanding the foregoing, Provider is not responsible for any repair, maintenance, replacement or other costs associated with damage due to destruction, vandalism, misuse, neglect, accident, misapplication, abuse or other similar breakage ("Breakage"), and Customer shall be responsible for the cost of such Breakage, including, but not limited to replacement costs. Customer will be charged for repair costs incurred due to Breakage, up to the amount of replacement of the applicable equipment. Such charges will be deducted from the next commission payment or invoiced to the Customer. Customer agrees to promptly notify Provider in writing after discovering any damage due to Breakage. Provider will have no obligation to repair or maintain such hardware or software, if the Applications are, without Provider's knowledge and approval, interfaced with other devices or software owned or used by Customer or a third party, or if the Applications are otherwise damaged as a result of Customer's actions.
- b. Express Warranty for Hardware and Software Purchased and Owned By Customer. For hardware and software purchased from Provider and owned by Customer pursuant to the Agreement, Provider warrants that such materials will be free from material defects under normal use, maintenance, and service for a period of 90 days from the date of sale. Provider makes no warranty with respect to low performance, damages, or defects in

¹ Plus applicable taxes and fees.

any such materials caused by Breakage, nor does Provider make any warranty as to any such materials that Customer has repaired or altered in any way. Customer will be charged for repair costs incurred due to Breakage, up to the amount of replacement of the applicable equipment. Such charges will be deducted from the next commission payment or invoiced to the Customer. When express warranties are applicable, Provider will replace the applicable materials at no cost, which is Customer's sole remedy in connection with a claim pursuant to this section.

7. **Uncontrollable Circumstances.** The financial arrangements in this Agreement are based on conditions existing as of the Effective Date; including, without limitation, any representations regarding existing and future conditions made by the Customer in connection with the negotiation and execution of this Agreement. If conditions change due to causes beyond Provider's control (including, but not limited to, a change in the scope of Provider's services; changes in rates, regulations, or operations mandated by law; material reduction in facility population or capacity; material changes in jail policy; material change in economic conditions; actions Customer takes for security reasons (e.g., lockdowns); or acts of God) which would negatively impact Provider's business, the parties mutually agree to modify the Agreement to offset the impact of such change. Such modifications may include any or a combination of an adjustment to Provider's pricing or modification of the Application offerings under the Agreement. Provider will not unreasonably exercise such right. The foregoing shall be in addition to, and without limitation of, the parties' rights and obligations set forth herein in respect of an event of Force Majeure or any other rights of Provider to adjust pricing set forth in this Agreement. Further, Customer acknowledges that Provider's provision of the services is subject to certain federal, state, or local regulatory requirements and restrictions that are subject to change from time-to-time and that Provider may take any steps necessary to perform in compliance therewith.

8. **Addition to Miscellaneous Terms.** If any legal action or other proceeding is brought for the enforcement of the Agreement or because of an alleged dispute, breach, default, or misrepresentation in connection with any provisions of the Agreement, the successful or prevailing party or parties shall be entitled to recover from the non-prevailing party, reasonable attorneys' fees, court costs, and all expenses, even if not taxable as court costs (including, without limitation, all such fees, costs, and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled. As used herein, "prevailing party" includes without limitation, a party who dismisses an action for recovery hereunder in exchange for payment of the sums allegedly due, performance of covenants allegedly breached, or consideration substantially equal to the relief sought in the action.

9. **Address Change.** Provider's Notice and Payment addresses are hereby changed to the following:

Notice Address:

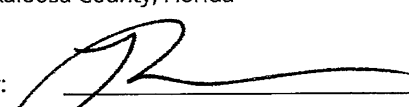
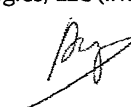
4000 International Parkway
Carrollton, Texas 75007
Attention: General Counsel
Phone: (972) 277-0335

Payment Address:

4000 International Parkway
Carrollton, Texas 75007
Attention: Accounts Payable
Phone: (972) 277-0335

10. Except as expressly amended by this Third Amendment, all of the terms, conditions and provisions of the Agreement shall remain in full force and effect.

EXECUTED as of the Third Amendment Effective Date.

CUSTOMER: Okaloosa County, Florida By:  Name: <u>Robert A. "Trey" Goodwin III</u> Title: <u>Chairman - Board of County Commission</u> Date: <u>October 3, 2023</u>	PROVIDER: Securus Technologies, LLC (f/k/a Securus Technologies, Inc.) By:  Name: <u>Alex Yeo</u> Title: <u>Chief Revenue and Product Officer</u> Date: <u>09/25/2023</u>
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Please return signed contract to:

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