

**PUBLIC SERVICES CONTRACT (ORS Chapter 279B)
by and between COLUMBIA COUNTY and
SECURUS TECHNOLOGIES, LLC**

This Agreement is made and entered into by and between COLUMBIA COUNTY, a political subdivision of the State of Oregon, hereinafter referred to as "County", and SECURUS TECHNOLOGIES, LLC hereinafter referred to as "Contractor".

WITNESSETH:

IT IS HEREBY AGREED by and between the parties above-mentioned, in consideration of the mutual promises hereinafter stated, as follows:

1. Contract Term. This Agreement is effective on the last date signed by the parties, below. The Contract Term shall be for a period of twelve (12) consecutive months. Thereafter, the Contract shall automatically renew up to three (3) times, each renewal being for a term of twelve (12) consecutive months each unless the County notifies Contractor at least 90 days prior to the expiration of the then current term of its intent not to renew.
2. Contract Documents. The Contract Documents shall consist of this Agreement and the following documents, which are attached hereto and incorporated herein by this reference:

Exhibit A - Master Services Agreement
Exhibit B - Service Level Agreement ("SLA")

In case of conflict between the Contract Documents, this Agreement shall control over all other documents and Exhibit B shall control over Exhibit A.

3. Contractor's Services. Contractor agrees to provide the services described in the Schedule: Securus Services which is attached as an exhibit to the Master Services Agreement. In doing so it shall meet the requirements of the Service Level Agreement.
4. Consideration. Contractor's compensation shall be as set out in the Schedule: Securus Services which is attached as an exhibit to the Master Services Agreement. Such rates shall be the complete compensation to Contractor for the services performed under this Agreement, including all expenses. The telephone rate structure and surcharge rates shall not exceed the maximum rates as authorized by state and local telecommunication regulatory authorities and the Federal Communications Commission ("FCC").
5. Contract Representatives. Contract representatives for this Agreement shall be:

FOR COUNTY

Cpt. James McFarland
Columbia County Sheriff's Office
901 Port Ave.
St. Helens, OR 97051
(503) 366-4645
james.macfarlane@columbiacountyor.gov

FOR CONTRACTOR

Stephanie Dumanski
Select Account Manager
Securus Technologies, LLC
5360 Legacy Drive, Suite 300
Plano, Texas 75024
Stephanie.Dumanski@securustechnologies.com

All correspondence shall be sent to the above addressees when written notification is necessary. Contract representatives can be changed by providing written notice to the other party at the address listed.

6. Permits - Licenses. Unless otherwise specified, Contractor shall procure all permits and licenses, pay all charges and fees and give all notices necessary for performance of this Agreement prior to commencement of work.
7. Compliance with Codes and Standards. It shall be the Contractor's responsibility to demonstrate compliance with all applicable building, health and sanitation laws and codes, and with all other applicable Federal, State and local acts, statutes, ordinances, regulations, provisions and rules. Contractor shall engage in no activity which creates an actual conflict of interest or violates the Code of Ethics as provided by ORS Chapter 244, or which would create a conflict or violation if Contractor were a public official as defined in ORS 244.020.
8. Reports. Contractor shall provide County with periodic reports about the progress of the project at the frequency and with the information as prescribed by the County.
9. Independent Contractor. Contractor is engaged hereby as an independent contractor and shall not be considered an employee, agent, partner, joint venturer or representative of County for any purpose whatsoever. County does not have the right of direction or control over the manner in which Contractor delivers services under this Agreement and does not exercise any control over the activities of the Contractor, except the services must be performed in a manner that is consistent with the terms of this Agreement. County shall have no obligation with respect to Contractor's debts or any other liabilities of Contractor. Contractor shall be responsible for furnishing all equipment necessary for the performance of the services required herein. In addition:
 - A. Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Agreement.
 - B. This Agreement is not intended to entitle Contractor to any benefits generally granted to County employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this Agreement to the Contractor are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, social security, workers' compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the Contractor is presently a member of the Public Employees Retirement System).
 - C. The Contractor is an independent contractor for purposes of the Oregon workers' compensation law (ORS Chapter 656) and is solely liable for any workers' compensation coverage under this Agreement. If the Contractor has the assistance of other persons in the performance of the Agreement, the Contractor shall qualify and remain qualified for the term of this Agreement as a carrier-insured or self-insured employer under ORS 656.407. If the Contractor performs this Agreement without the assistance of any other person, unless otherwise agreed to by the parties, Contractor shall apply for and obtain workers'

compensation insurance for himself or herself as a sole proprietor under ORS 656.128.

10. Statutory Provisions. Pursuant to the requirements of ORS 279B.220 through 279B.235 and Article XI, Section 10 of the Oregon Constitution, the following terms and conditions are made a part of this Agreement:

- A. Contractor shall:
 - (1) Make payment promptly, as due, to all persons supplying to Contractor labor or material for the performance of the work provided for in this Agreement. [ORS 279B.220 (1)]
 - (2) Pay all contributions or amounts due the Industrial Accident Fund from the Contractor or any subcontractor incurred in the performance of this Agreement. [ORS 279B.220 (2)]
 - (3) Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished. [ORS 279B.220 (3)]
 - (4) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. [ORS 279.220 (4)]
- B. Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness and injury, to the employees of Contractor, of all sums that Contractor agrees to pay for the services and all moneys and sums that Contractor collects or deducts from the wages of employees under any law, contract or agreement for the purpose of providing or paying for such services. [ORS 279B.230 (1)]
- C. Contractor shall pay employees at least time and a half pay for work the employees perform under this Agreement on the legal holidays specified in a collective bargaining agreement or in ORS 279B.020 (1)(b)(B) to (G) and for all time the employee works in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater. [ORS 279B.235 (5)(a)]
- D. Contractor shall notify in writing employees who work on this Agreement, either at the time of hire or before work begins on this Agreement, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the contractor may require the employees to work. [ORS 279A.235(5)(b)]
- E. All subject employers working under this Agreement are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. [ORS 279B.230 (2)]
- F. This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefor. Any provisions herein which would conflict with law are deemed inoperative to that extent.

11. Non-Discrimination. Contractor agrees that no person shall, on the grounds of race, color, creed, national origin, sex, marital status, handicap or age, suffer discrimination in the performance of this Agreement when employed by Contractor. Contractor certifies that it has not discriminated and will not discriminate, in violation of ORS 279A.110, against a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business enterprise that is certified under ORS 200.055 in awarding a subcontract.
12. Tax Law Compliance Warranty and Covenant. As required by ORS 279B.045., Contractor represents and warrants that Contractor has complied with the tax laws of this state or a political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Contractor shall continue to comply with the tax laws of this state or a political subdivision of this state during the term of the public contract. Contractor's failure to comply with the tax laws of this state or a political subdivision of this state before the Contractor executes this Agreement or during the term of this Agreement is a default for which County may terminate this Agreement and seek damages and other relief available under the terms of this Agreement or under applicable law.
13. Nonassignment; Subcontracts. Contractor shall not assign, subcontract or delegate the responsibility for providing services hereunder to any other person, firm or corporation without the express written permission of the County, except as provided in Exhibit A-Master Services Agreement.
14. Nonwaiver. The failure of the County to enforce any provision of this Agreement shall not constitute a waiver by the County of that or any other provision of the Agreement.
15. Indemnity. Contractor shall indemnify, defend, save, and hold harmless the County, its officers, agents and employees, from any and all claims, suits or actions of any nature, including claims of injury to any person or persons or of damage to property, caused directly or indirectly by reason any error, omission, negligence, or wrongful act by Contractor, its officers, agents and/or employees arising out the performance of this agreement. This indemnity does not apply to claims, suits or actions arising solely out of the negligent acts or omissions of the County, its officers, agents or employees.
16. Insurance. Contractor shall maintain commercial general liability and property damage insurance in an amount of not less than \$2,000,000 per occurrence to protect County, its officers, agents, and employees. Contractor shall provide County a certificate or certificates of insurance in the amounts described above which names County, its officers, agents and employees as additional insureds. Such certificate or certificates shall be accompanied by an additional insured endorsement. Contractor agrees to notify County immediately upon notification to Contractor that any insurance coverage required by this paragraph will be canceled, not renewed or modified in any material way, or changed
17. Termination. This Agreement may be terminated at any time in whole or in part by mutual consent of both parties, or by either party, without cause, upon thirty (30) days advance written notice delivered by registered or certified mail, or in person, to the other party. ☐

In case of termination, Contractor shall be required to repay to County the amount of any funds advanced to Contractor which Contractor has not earned or expended through the provision of services in accordance with this Agreement. However, Contractor shall be

entitled to retain all costs incurred and fees earned by Contractor prior to that termination date, and any amounts remaining due shall be paid by County not to exceed the maximum amount stated above and decreased by any additional costs incurred by County to correct the work performed.

The rights and remedies of the County related to any breach of this Agreement by Contractor shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement. Any termination of this Agreement shall be without prejudice to any obligations or liabilities of either party already accrued before such termination.

18. Prison Rape Elimination Act (PREA). The Columbia County Sheriff's Office maintains a zero tolerance for any form of sexual misconduct between staff members, volunteers, contract employees or other agency representatives and inmates. Sexual Misconduct means any behavior or act of a sexual, sexually suggestive or romantic nature directed toward any person an employee, whether visitor, contractor or inmate. Sexual misconduct includes, but is not limited to, acts or attempts to commit acts of sexual assault, sexual abuse, rape, sexual harassment, sexual or intimate or otherwise inappropriate or unnecessary contact, conduct of a sexual nature or implication, obscenity and unreasonable invasion of privacy. Sexual misconduct includes conversations, correspondence or other actions suggesting an interest in a romantic or sexual relationship, jokes of a sexual nature, suggestive looks or leering and physical behavior such as pats or squeezes or brushing against someone's body. Sexual misconduct includes acts that may not be directed at any particular individual or group, but which create a sexually charged workplace. Sexually explicit talk, actions, e-mails, posted cartoons, jokes or unprofessional dress characterize a sexually charged work environment. A sexually charged work environment severely erodes the professional boundaries between staff and consequently between staff (including contracted employees) and inmates. Contractor agrees to comply with the Sheriff's Office zero tolerance policy for sexual misconduct and all applicable requirements of the Prison Rape Elimination Act. Notwithstanding the generality of the foregoing, Contractor agrees, as follows:
 - A. Neither Contractor nor its employees, agents, or representatives, will disregard allegations of sexual misconduct, regardless of who is making the reports. Contractor will report any allegation of sexual misconduct made in connection with this Agreement to the Columbia County Sheriff or Columbia County Human

Resources Director immediately and shall cooperate with the investigation of such allegations.

- B. Contractor shall not harass, intimidate, discipline, discharge or otherwise interfere with any person because they have reported an incident or suspected incident of sexual misconduct.
- C. During an investigation of sexual misconduct of an employee, agent, or representative of Contractor, Contractor shall ensure that such person does not enter the facility for any reason. Following an investigation of sexual misconduct Contractor will implement appropriate corrective action, up to and including permanent preclusion of an investigated person from the Columbia County Jail at the direction of the Columbia County Sheriff or Human Resources Director.
- D. Contractor shall make all reasonable efforts to keep confidential, personal or other confidential information related to an allegation of sexual misconduct.
- E. Contractor will incorporate into its personnel policies, policies and procedures on expected professional behavior and prohibited sexual misconduct consistent with the Sheriff's PREA policy. Contractor shall train its employees, agents and representatives on the requirements of PREA and shall instruct all such persons that failure to meet their obligations as employees, agents or representatives will lead to discipline, up to and including discharge and possible criminal penalties.

- 19. CJIS Compliance. At County's request, Contractor has agreed to execute the Federal Bureau of Investigation's Criminal Justice Information Services Security Addendum (the "Addendum"), which sets forth certain standards that Contractor must meet when accessing Criminal History Record Information and related data ("CHRI Data") maintained by County. The execution of the Addendum notwithstanding, County agrees and acknowledges that Contractor does not access any CHRI Data maintained by County. Should the relationship between County and Contractor change in a way that requires or allows Contractor to access CHRI Data maintained by County, the parties will execute an amendment to the Agreement to address additional security requirements.
- 20. Time of the Essence. The parties agree that time is of the essence in this Agreement.
- 21. Omitted.
- 22. Mediation. In the event of a dispute between the parties arising out of or relating to this Contract, the parties agree to submit such dispute to a mediator agreed to by both parties as soon as practicable after the dispute arises, and preferably before commencement of litigation of any permitted arbitration. The parties agree to exercise their best efforts in good faith to resolve all disputes in mediation.

23. Choice of Law. This Agreement shall be governed by the laws of the State of Oregon.
24. Venue. Venue relating to this Agreement shall be in the Circuit Court of the State of Oregon for Columbia County, located in St. Helens, Oregon.
25. Attorney's Fees. In the event an action, suit or proceeding, including appeal therefrom, is brought for failure to observe any of the terms of this Agreement, each party shall be responsible for its own attorney's fees, expenses, costs and disbursements for said action, suit, proceeding or appeal.
26. Severability. If any provision of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holdings shall not affect the validity of the remaining portions hereof.
27. Force Majeure. To the extent that either party to this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, terrorist act, pandemic, epidemic, declared state of emergency, public health emergency or other cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with the County. Each party shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.
28. Counterparts. This Agreement may be executed in several counterparts (facsimile or otherwise), all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
29. Electronic Signatures. The Parties agree that signatures showing on PDF documents, including but not limited to PDF copies of the Agreement and amendments, submitted or exchanged via email are "Electronic Signatures" under ORS Chapter 84 and bind the signing Party and are intended to be and can be relied upon by the Parties. County reserves the right at any time to require the submission of the hard copy originals of any documents.
30. No Third-Party Rights. This Agreement is solely for the benefit of the parties to this Agreement. Rights and obligations established under this Agreement are not intended to benefit any person or entity not a signatory hereto.
31. **ENTIRE AGREEMENT. THIS AGREEMENT (INCLUDING THE EXHIBITS) CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE**

GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. CONTRACTOR, BY THE SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE(S) BELOW, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

IN WITNESS WHEREOF, the parties have executed this Contract that shall be effective as of the last date written below.

CONTRACTOR

**BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON**

By: _____

By: _____

Kellie Jo Smith, Chair

Name: _____

Date: _____

By: _____

Casey Garrett, Commissioner

Approved as to form

By: _____

Margaret Magruder, Commissioner

By: _____

Office of County Counsel

Date: _____

**Master Services Agreement
COLUMBIA COUNTY, OR**

This Master Services Agreement (this "Agreement") is by and between Columbia County, OR ("Customer") and Securus Technologies, LLC ("Provider"). This Agreement supersedes any and all other agreements (oral, written, or otherwise) between the parties and is effective as of the last date signed by either party (the "Effective Date").

WHEREAS, the parties agree that Provider will deploy certain products and services according to the terms and conditions herein and in the attached Schedule(s), which are incorporated by reference.

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

- 1. Applications.** This Agreement specifies the general terms and conditions under which Provider will provide certain software, hardware, systems, and services (collectively, the "Application(s)") to Customer. Additional Application-specific terms and conditions are stated in one or more schedules to this Agreement (the "Schedule(s)"), which are incorporated herein by this reference and subject to the terms and conditions of this Agreement. In the event of any conflict between this Agreement and a Schedule, the Schedule will govern. The Applications include any incremental upgrades, modifications, updates, and additions to existing features that Provider may implement in its discretion, but do not include additional features or significant enhancements to existing features. If Applications are provided by subsidiaries or affiliates of Provider, the terms of this Agreement apply with equal effect to those parties.
- 2. Term.** The Agreement begins on the Effective Date and ends 12 months thereafter (the "Initial Term"). Unless one party delivers to the other written notice of non-renewal at least 90 days before the end of the then current term, this Agreement will automatically renew for successive periods of 12 months each. The terms and conditions of this Agreement will continue to apply for so long as Provider continues to provide the Applications to Customer after the expiration or earlier termination of this Agreement.
- 3. Compensation and Cost.** The compensation and cost for each Application, if any, is stated in the Schedules. Prices and costs are exclusive of any taxes, tariffs, or fees. If applicable, for Applications paid for via commission deductions, in any given month, if commissions earned are less than the Application's monthly cost, then Customer may be sent an invoice for the remaining amount. Unless stated otherwise in a Schedule, all invoices will be due and payable within 30 days after the invoice date. Provider reserves the right to charge interest on overdue invoices at the lower of (a) 15% per annum or (b) the maximum rate allowed by law, and to deduct any unpaid invoice balance plus any accrued interest from any amounts owed to Customer by Provider until Provider is paid in full. To the extent permitted by applicable law and regulation, Provider reserves the right to increase the prices described in the Agreement on an annual basis by the percentage increase 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. Notwithstanding the foregoing limitation on price increases, Provider reserves the right to increase prices upon 30 days' notice in the event of a cost increase that exceeds 3% of Provider's current costs directly related to the provision of Applications under this Agreement.
- 4. Ownership of Applications and Grant of License to Customer.** Other than as specifically set forth in the Agreement, Provider does not grant or otherwise convey any license or other ownership right in or to the Applications or any technology, data, or intellectual property rights associated with the Applications. Provider grants Customer a personal, limited, non-exclusive, non-transferable license (without the right to sublicense) to access and use the Applications solely as contemplated by the Agreement (the "Customer License").
- 5. Additional Terms of Customer License.** In connection with the Customer License, Customer agrees that (a) it will not resell, assign, or otherwise transfer the Applications or any portions thereof; (b) it will only use the Applications for lawful purposes and will not transmit, retransmit, or store material associated with the Applications in violation of any federal or state laws or regulation; (c) it will not provide access to the Applications to third parties without Provider's knowledge; (d) it will not connect the Applications to any products that Provider did not furnish or approve in writing; (e) it will not create derivative works based on the Applications; (f) it will not disassemble, reverse engineer, decompile,

or otherwise attempt to reveal the code, trade secrets, or know-how underlying the Applications or allow any third party to do so; (g) it will not remove, obscure, or alter any intellectual property right or confidentiality notices or legends appearing in or on any aspect of any Applications; (h) it will be responsible for distributing and assigning licenses to its end users; and (i) it will monitor and ensure that its licensed end users comply with these terms.

6. Ownership and Use of Certain Data Associated With the Applications. Unless otherwise required by law or applicable end user license terms, Customer will own the recordings of communications associated with the Applications (the "Customer Data"). During this Agreement and for a reasonable period thereafter, Provider will provide Customer with access to the Customer Data. Customer grants Provider a limited license to use the Customer Data for purposes of (i) complying with the requests of officials at the facility, (ii) disclosing information to requesting law enforcement and correctional officials as they may require for investigative, penological or public safety purposes, (iii) performing billing and collection functions, (iv) maintaining equipment, providing the services contemplated by this Agreement and quality control purposes; (v) research and development of future services, and (vi) complying with applicable laws, regulations, or end user license terms.

7. Grant of License from Customer to Provider. Customer grants Provider the exclusive right and license to install, maintain, and derive revenue from the Applications at all correctional facilities under Customer's authority now and in the future during the term of this Agreement. Subject to the remaining terms and conditions of this Agreement, Provider will be the sole and exclusive provider of incarcerated end user communications, whether fixed, mobile or otherwise, including but not limited to voice, video, and data (e.g., phone calls, video calls, messaging, prepaid calling cards, debit calling, and e-mail) and incarcerated end user software applications (e.g., automated grievance filing system, law library, etc.) at all correctional facilities now or in the future under the authority of Customer and to the exclusion of any other third party providing such services, including without limitation, Customer's employees, agents, or subcontractors.

8. Third-Party Software. The deployment of certain features and functionalities within Provider's Applications which utilize third-party content or services may require a direct agreement between Customer and the third party as a condition which must be fulfilled prior to deployment. Customer's rights to use any such third-party software product will be conditioned upon Customer or the incarcerated end user, as applicable, agreeing to the applicable end user license agreement and / or software terms of use.

9. Express Warranties and Disclaimer. Provider offers the following express warranties in connection with the telephone and video terminal hardware ("Hardware") and related services ("Services"). Additional warranties may be provided in the attached schedules:

- a. Express Warranty for Hardware installed and owned by Provider. For Hardware installed and owned by Provider and provided to Customer pursuant to the Agreement, Provider agrees to repair and maintain such Hardware 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 Hardware. Such charges will be 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, if the Hardware is, without Provider's knowledge and approval, interfaced with other devices or software owned or used by Customer or a third party, or if the Hardware is otherwise damaged as a result of Customer's actions.
- b. Express Warranty for Hardware purchased and owned by Customer. For Hardware purchased from Provider and owned by Customer pursuant to the Agreement, Provider warrants that such Hardware 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 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 Hardware. Such charges will be invoiced to the Customer. When express warranties are applicable, Provider will replace the Hardware at no cost, which is Customer's sole remedy in connection with a claim pursuant to this section.

- c. Express Warranty for Services provided. Provider warrants that the Services will be performed in a good and workmanlike manner consistent with industry standards and practices. Provider warrants that its agents and/or employees used in the performance of its obligations will be qualified to perform the Services. Should any errors or omissions arise in the rendering of the Services under this Agreement, Provider will undertake to correct such errors or omissions within a reasonable time period and in compliance with the Service Level Agreement terms stated in the Section immediately below.
- d. Disclaimer of Warranties. EXCEPT AS SPECIFICALLY SET FORTH IN THIS SECTION OR A SCHEDULE OF THIS AGREEMENT, THE HARDWARE AND SERVICES ARE PROVIDED "AS IS" AND PROVIDER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ANY IMPLIED WARRANTY ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE, AND NONINFRINGEMENT.

10. Service Level Agreement. Provider will provide service for the Applications as specified at <https://securustechnologies.tech/servicelevelagreement/>.

11. Customer's Compliance With Applicable Laws. For Applications that allow Customer to monitor, record, investigate, or analyze communications, Customer represents and warrants that it will operate such Applications in compliance with all applicable laws, and Provider makes no representation or warranty as to the legality of such actions. 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 of Customer's non-compliance with applicable laws. Customer may designate certain communications (for example, attorney or clergy communications) as "Private" within certain of the Applications. Customer acknowledges and agrees that Customer has the sole discretion, authority, and responsibility to designate certain communications as Private, and that Provider has no discretion, authority, or responsibility to make such designations, unless done so at Customer's instruction. Further, to the fullest extent allowed by applicable 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 of the recording or monitoring of communications that Customer should have but failed to designate as Private.

12. Confidentiality. The Applications and related records and information (the "Confidential Information") will remain confidential to Provider. Customer understands and acknowledges that Provider is required by Section 222 of the Communications Act of 1934, as amended, 47 U.S.C. Section 222, to maintain the confidentiality of "Customer Proprietary Network Information", or "CPNI", which protects from disclosure consumers' sensitive personal information (including phone numbers called by a consumer; the frequency, duration, and timing of such calls; and any services purchased by the consumer). Customer will not disclose CPNI or Confidential Information to any third party without Provider's prior written consent. If Customer receives a request for disclosure of Confidential Information or CPNI pursuant to a freedom of information act or another state statute equivalent, Customer agrees to promptly notify Provider in writing so Provider may assert any rights to non-disclosure under the applicable law.

13. Defense of Claim. Customer agrees to provide prompt written notice of any claim, demand, or cause of action made or brought against Customer arising out of or related to operation of the Applications (a "Claim"). Provider has the right, in its sole and exclusive discretion, to defend any such Claim at Provider's sole cost, expense, and discretion. Customer agrees not to compromise or settle any such Claim without Provider's prior written consent. Customer acknowledges and agrees to assist Provider with the defense of any such Claim.

14. Indemnity. TO THE EXTENT LEGALLY PERMISSIBLE, EACH PARTY (THE "INDEMNIFYING PARTY") WILL INDEMNIFY THE OTHER PARTY 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'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

15. Default and Termination. If either party defaults in the performance of any obligation under this Agreement, the non-defaulting party will give the defaulting party written notice detailing the nature of the default. If the defaulting party fails to cure its default within 30 days after receipt of such notice, the non-defaulting party will have the right to terminate this Agreement upon 30 days' written notice and to pursue all other remedies available, either at law or in equity. Notwithstanding the foregoing, the 30 day cure period will be extended to 90 days if the default is not reasonably amenable to cure within such 30 day period, but only if the defaulting party diligently pursues to cure the default in

good faith during the 30 day period. Notwithstanding the foregoing, if Customer breaches its obligations in Sections 4, 5, 7, 12, 13, or 14, Provider will have the right to terminate this Agreement immediately.

16. Limitation of Liability. NEITHER PARTY WILL HAVE ANY LIABILITY FOR INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS OR INCOME, LOST OR CORRUPTED DATA, OR LOSS OF USE OR OTHER BENEFITS, HOWSOEVER CAUSED, EVEN IF DUE TO THE PARTY'S NEGLIGENCE, BREACH OF CONTRACT, OR OTHER FAULT, AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PROVIDER'S AGGREGATE LIABILITY TO CUSTOMER RELATING TO OR ARISING OUT OF THIS AGREEMENT, WHETHER IN CONTRACT, TORT, OR OTHERWISE, WILL NOT EXCEED THE AMOUNT PROVIDER PAID CUSTOMER DURING THE 12 MONTH PERIOD BEFORE THE DATE THE CLAIM AROSE.

17. Uncontrollable Circumstance. 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.

18. Compliance with FCC Regulations. In July 2024, the Federal Communications Commission issued its final regulations implementing the Martha-Wright Reed Act (the "2024 FCC Order"). The parties acknowledge that the 2024 FCC Order's requirements impact, among other things, maximum calling rates, the charging of ancillary and other fees, commissions that can be paid to agencies, the types of allowable reimbursement payments that can be made to agencies, and the types of in-kind services providers may not offer to agencies. This Agreement includes terms to comply with the 2024 FCC Order. Provider recognizes that the 2024 FCC Order is currently the subject of multiple legal actions and there is the potential for its requirements to change during the course of the Agreement. If any such changes occur during the term of Agreement, Provider is committed to addressing such changes appropriately with the Customer.

19. Injunctive Relief. Both parties agree that a breach of any of the obligations set forth in Sections 4, 5, 7, 12, 13, or 14 would irreparably damage and create undue hardships for the other party. Therefore, the non-breaching party will be entitled to immediate court ordered injunctive relief to stop any apparent breach of such sections, such remedy being in addition to any other remedies available to such non-breaching party.

20. Force Majeure. Either party may be excused from performance under this Agreement to the extent that performance is prevented by any act of God, war, civil disturbance, terrorism, strikes, supply or market, failure of a third party's performance, failure, fluctuation or non-availability of electrical power, heat, light, air conditioning or telecommunications equipment, other equipment failure or similar event beyond its reasonable control; provided, however that the affected party will use reasonable efforts to remove such causes of non-performance.

21. Notices. Any notice or demand made by either party under the terms of this Agreement or under any statute will be in writing and will be given by personal delivery; registered or certified U.S. mail, postage prepaid; or commercial courier delivery service, to the address below the party's signature below, or to such other address as a party may designate by written notice in compliance with this section. Notices will be deemed delivered as follows: personal delivery – upon receipt; U.S. mail – 5 days after deposit; and courier – when delivered as shown by courier records.

22. Miscellaneous.

- a. Choice of Law. This Agreement will be governed by and construed in accordance with the laws of the state where the Customer is located.

- b. No Waiver. No waiver by either party of any event of default under this Agreement will operate as a waiver of any subsequent default under the terms of this Agreement.
- c. Severability. If any provision of this Agreement is held to be invalid or unenforceable, the validity or enforceability of the other provisions will remain unaffected.
- d. Successors and Assigns. This Agreement will be binding upon and inure to the benefit of Provider and Customer and their respective successors and permitted assigns. Except for assignments to Provider's affiliates or to any entity that succeeds to Provider's business in connection with a merger or acquisition, neither party may assign this Agreement without the prior written consent of the other party.
- e. No Third-party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this Agreement will not be construed so as to create such status. The rights, duties, and obligations contained herein will operate only between the parties and will inure solely to their benefit. The provisions of this Agreement are intended to assist only the parties in determining and performing their obligations hereunder, and the parties intend and expressly agree that they alone will have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.
- f. Parties' Relationship. Nothing in this Agreement will be deemed or construed by the parties or any other entity to create an agency, partnership, or joint venture between Customer and Provider.
- g. Prevailing Party. In the event of any dispute, contest, or litigation between the parties hereto (a "Dispute"), the prevailing party in such Dispute shall be fully reimbursed by the other party for all costs, including reasonable attorneys' fees, court costs, expert or consultant's fees and reasonable travel and lodging expenses, incurred by the prevailing party in its successful prosecution or defense thereof, including any appellate proceedings. As used herein, "prevailing party" includes without limitation, a party who dismisses the Dispute in exchange for payment of the sums allegedly due, performance of covenants allegedly breached, or consideration substantially equal to the relief sought in the Dispute.
- h. Survival of Obligations. The parties' rights and obligations, which by their nature would extend beyond the termination, cancellation, or expiration of this Agreement, will survive such termination, cancellation, or expiration (including, without limitation, any payment obligations for services or equipment received before such termination, cancellation, or expiration).
- i. Execution Mechanics. Each signatory to this Agreement warrants and represents that he or she has the unrestricted right and requisite authority to enter into and execute this Agreement, to bind his or her respective party, and to authorize the installation and operation of the Applications. This Agreement may be executed in counterparts, each of which will be fully effective as an original, and all of which together will constitute one and the same instrument. Each party agrees that delivery of an executed copy of this Agreement by facsimile transmission or by PDF e-mail attachment will have the same force and effect as hand delivery with original signatures. Each party may use facsimile or PDF signatures as evidence of the execution and delivery of this Agreement to the same extent that original signatures can be used.
- j. Entire Agreement / Merger Clause. This Agreement, together with the Schedules, constitutes the entire agreement of the parties regarding the subject matter set forth herein and supersedes any prior or contemporaneous oral or written agreements or guarantees regarding the subject matter set forth herein.

EXECUTED as of the Effective Date.

<p><u>CUSTOMER:</u> Columbia County, OR</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p> <p><u>Customer's Notice Address:</u></p> <p>901 Port Avenue St. Helens, OR 97051</p>	<p><u>PROVIDER:</u> Securus Technologies, LLC</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p> <p><u>Provider's Notice Address:</u></p> <p>5360 Legacy Drive, Suite 300 Plano, Texas 75024 Attention: General Counsel</p> <p><u>Provider's Payment Address:</u> Same Address as Above, Attention: Accounts Receivable</p> <p><u>Please return signed contracts to the same address as above. Attention: Contracts Administrator</u></p>
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SCHEDULE: SECURUS SERVICES COLUMBIA COUNTY, OR

This **Schedule: Securus Services** is made part of and governed by the Master Services Agreement (the "Agreement") executed between Securus Technologies, LLC ("Provider") and Columbia County, OR ("Customer"). The terms and conditions of the Agreement are incorporated herein by reference. This Schedule will be coterminous with the Agreement, and shall be interpreted to provide terms and conditions that are in addition to those otherwise provided for in the Agreement to the greatest extent possible. In the event of a conflict between the terms of the Agreement and the terms of this Schedule, the terms of this Schedule will apply.

TELEPHONE SERVICE / CALL MANAGEMENT SYSTEM

Secure Call Platform: Secure Call Platform ("SCP") allows end users to place calls through its centralized system without the need for conventional live operator services. SCP allows Customers to (a) limit the duration of calls; (b) maintain call detail records; (c) shut the System on or off; (c) allow free calls; (d) monitor and record calls; and (e) prevent monitoring and recording of private calls. Provider will be responsible for all billing and collections of calling charges but may contract with third parties to perform such functions.

Recording and Storage. Provider will record and store call recordings for a period of 3 years from the date of recording. Provider will invoice Customer \$162.00 monthly for recording and storage. Invoices are due and payable 30 days from invoice date. Customer may download and store call recordings during that period. Customer is solely responsible for preserving any call recordings beyond that storage period by downloading them to a separate storage medium.

Equipment. Provider will provide the equipment needed to support the required number and type of phones and other components in connection with SCP. Additional equipment or applications will be installed only upon mutual agreement by the parties, and may incur additional charges.

Telephone Call Cost. Provider will charge \$0.09 per minute call-rate to the incarcerated end user, plus applicable taxes, tariffs, and fees, in compliance with state and federal regulatory requirements. International rates, if applicable, will vary by country.

Securus Debit. SCP also includes the ability to integrate Securus Debit accounts. A Securus Debit account is a prepaid account owned by an incarcerated end user which is utilized to pay for certain of Provider's services, and is funded either through a transfer from a trust/commissary account or through deposits from friends and family. Once deposited in the Securus Debit account, funds become property of the incarcerated end user. Securus Debit accounts are associated with a personal identification number ("PIN"), and users are required to input a PIN at the beginning of every Securus Debit call. Provider will invoice Customer on a weekly basis for all funding amounts transferred from facility trust/commissary accounts to Securus Debit accounts. The invoice will be due and payable upon receipt.

PREPAID CALLING CARDS

Upon request, Provider will offer prepaid calling cards for resale to incarcerated end users. Prepaid Calling Cards are not returnable or refundable; all sales are final. Each prepaid calling card is valid for 6 months from the date first used. The cards are subject to applicable local, state, and federal taxes plus any applicable per-call surcharge fee. Upon written request, we will work with Customer's commissary provider to sell Prepaid Calling Cards, but Customer must pay for any cards sold to the commissary provider on Customer's behalf.

The face value of the Prepaid Calling Cards does not include any taxes or other fees. If Provider receives a Sales and Use Tax Resale Certificate from Customer, Provider will not charge applicable sales taxes on Customer invoices for Prepaid Calling Cards purchases.

SECURUS VIDEO CONNECT

Securus Video Connect. Securus Video Connect ("SVC") is a web-based video conference system. SVC runs on the ConnectUs Service Platform ("ConnectUs"), a communications and services platform that allows for the consolidation of assorted activities in a single interface with a customized mix of applications ("ConnectUs Applications").

SVC Installation. Provider will cover the system installation total costs. If the Agreement is terminated for any reason other than Provider's default before the end of the Term, Customer will refund the prorated amount of the system installation total costs. Customer is responsible for all costs associated with wiring and electrical installation as Customer will own any installed wire or network cabling upon termination of the Agreement.

Connectus Applications. Additional Connectus Applications may be deployed by mutual agreement of Provider and Customer. If applicable, Provider will deploy a Third Party Vendor Commissary Application, once an agreement has been executed by and between Provider and Customer's commissary operator for such application. Provider will not charge an integration fee, but Customer is responsible for any Jail Management System (JMS) and Commissary integration fees if charged by those providers.

Case Master Law Library. Provider will enable law library on the SVC terminals and invoice Customer \$54.00 monthly for the provision of this Application. Invoices are due and payable 30 days from invoice date.

SVC Requirements. Customer also agrees to implement the following additional requirements:

1. Customer agrees that SVC must be available for paid remote sessions seven days a week for a minimum of 80 hours per terminal per week.
2. Customer will allow incarcerated end users to conduct remote visits without quantity limits other than for disciplinary action for end user misbehavior.
3. All on-site sessions will be required to be scheduled at least 24 hours in advance, where practicable.

If the number of remote paid visits averages less than one per incarcerated end user per month, Provider and Customer agree to negotiate in good faith regarding additional compensation for Provider.

Video Call Costs. Provider will charge \$6.95 per 20-minute session, plus applicable taxes, tariffs, and fees, until Provider can charge for video calls on a per minute basis, which will happen by September 1, 2025. When Provider can charge on a per-minute basis, Provider will charge \$0.14 per minute call-rate to the incarcerated end user/Customer, plus applicable taxes, tariffs, and fees, in compliance with state and federal regulatory requirements. International rates, if applicable, will vary by country. If Customer wishes to offer free video calls, Provider will invoice Customer the per minute call-rate. It is Customer's sole responsibility to (i) establish and communicate its policies regarding monitoring and/or recording of private visits (i.e., attorney/client visits, clergy visits or other visits approved and implemented by Customer), and (ii) provide appropriate accommodations for non-recorded visits, as necessary. Provider is not responsible and hereby disclaims any liability for any and all content of the third-party applications and any documents, videos, or forms published by Customer or from outside sources. Customer and Provider acknowledge and agree that Customer's visitation policy with respect to in-person visits is solely within Customer's discretion.

EXHIBIT B

Service Level Agreement

This Service Level Agreement (“SLA”) is made part of and governed by the Master Services Agreement (the “Agreement”) executed between Provider and Customer. Provider may change or modify these terms from time-to-time without notice other than posting the amended terms on Provider’s website. The amended terms will automatically be effective when so posted, and Customer’s continued use of Provider’s products shall constitute Customer’s consent to such changes.

Provider agrees to repair and maintain the Applications in good operating condition (ordinary wear and tear excepted), including, without limitation, furnishing all parts and labor, unless otherwise agreed by the parties. All such maintenance will be conducted in accordance with the service levels in Items 1 through 10 below. All such maintenance will be provided at Provider’s sole cost and expense unless necessitated by any misuse of, or destruction, damage, or vandalism to any premises equipment by Customer (not incarcerated individuals at the Facilities), in which case, Provider may recoup the cost of such repair and maintenance through either a Commission deduction or direct invoicing, at Provider’s option. Customer agrees to promptly notify Provider in writing after discovering any misuse of or destruction, damage, or vandalism to the equipment. If any portion of the Applications are interfaced with other devices or software owned or used by Customer or a third party, Provider will have no obligation to repair or maintain such other devices or software.

1. Outage Report; Technical Support. If either of the following occurs: (a) Customer experiences an Application outage or malfunction or (b) the Application requires maintenance (each a “System Event”), then Customer will promptly report the System Event to Provider’s Technical Support Department (“Technical Support”). Customer may contact Technical Support 24 hours a day, seven days a week (except in the event of planned or emergency outages) by telephone at 866-558-2323, or submit their issue via the Securus Service Portal. Provider will provide Customer commercially reasonable notice, when practical, before any Technical Support outage.
2. Priority Classifications & Response Times. Upon receipt of Customer’s report of a System Event, Technical Support will classify the System Event as one of the following three priority levels below. After receipt of notice of the System Event, Provider will respond to the System Event within the following time periods below.
3. Response Process. In the event of a System Event, where the equipment is located on Customer premises, Technical Support will either initiate remote diagnosis and correction of the System Event or dispatch a field technician to the Facility (in which case the applicable regional dispatcher will contact Customer with the technician’s estimated time of arrival), as necessary. In the event a System Event occurs in the centralized SCP system, technical support will initiate remote diagnosis and correction of the System Event.

Priority	Service Priority Description	Standard
P1	>50% system degradation (Phones, Tablet Network, SVC, UI)	24 hours
P2	>25% <50% system degradation (Phones, Tablet Network, SVC, UI)	72 hours
P3	All other transactional cases (singular break/fix issues, etc.)	10 business days

4. Performance of Service. All the repair and maintenance of the Applications will be done in a good and workmanlike manner at no cost to Customer except as may be otherwise set forth in the Agreement. Any requested modification or upgrade to the Applications that is agreed upon by Provider and Customer may be subject to a charge as set forth in the Agreement and will be implemented within the time period agreed by the parties.
5. Escalation Contacts. Customer's account will be monitored by the applicable Client and Account Manager. In addition, Customer may use the following escalation list if Provider's response time exceeds 36 hours: first to the Technical Support Supervisors and Account or Client manager, then to Technical Support Management if necessary.
6. Notice of Resolution. After receiving internal notification that a Priority 1 System Event has been resolved, a technician will contact Customer to confirm resolution. For a Priority 2 or 3 System Event, a member of Provider's customer satisfaction team will confirm resolution.
7. Monitoring. Provider will monitor its back office and validation systems 24 hours a day, seven days a week.
8. Required IGR. Customer is responsible for providing a dedicated isolated grounded receptacle ("IGR") for use in connection with the Applications. Upon request, Provider will provide Customer with the specifications for the IGR. If Customer is unable to or does not provide the IGR, Provider will provide the IGR on a time and materials basis at the installer's then-current billing rates, provided that Provider is not responsible for any delay caused by Customer's failure to provide the IGR.
9. End-User Billing Services and Customer Care. Provider's Securus Correctional Billing Services department will maintain dedicated customer service representatives to handle end-user issues such as call blocking or unblocking and setting up end-user payment accounts. The customer service representatives will be available 24 hours a day, 7 days a week by telephone at 800-844-6591, via chat by visiting Provider's website securustech.net, and by facsimile at 972-277-0714. In addition, Provider will maintain an automated inquiry system on a toll-free customer service phone line that will be available to end-users 24 hours a day, 7 days a week to provide basic information and handle most routine activities. Provider will also accept payments from end-users by credit card, check, and cash deposit (such as by money order, MoneyGram or Western Union transfer).