

AMENDMENT 1 TO
PUBLIC SERVICES CONTRACT (ORS CHAPTER 279B)
BY AND BETWEEN
AND
SECURUS TECHNOLOGIES, LLC
FOR ADULT IN CUSTODY TELEPHONE SERVICES

This Amendment 1 is to the Agreement 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".

WHEREAS, on March 27, 2025 the parties entered into an Agreement for Adult In Custody Telephone Services for the Columbia County Jail; and

WHEREAS, that agreement was erroneously numbered C28-2025; and

WHEREAS, that numbering was subsequently corrected to C35-2025; and

WHEREAS In 2024, the Federal Communications Commission published the Incarcerated People’s Communication Services; Implementation of the Martha Wright-Reed Act: Rates for Interstate Inmate Calling Services, WC Docket Nos. 23-62 & 12-375, FCC 24-75 (rel. July 22, 2024) (the “2024 FCC Order”) which, among other things, lowered the rates for voice and video calls and prevented providers from paying cash or in-kind commissions out of revenue regulated by the FCC; and

WHEREAS On June 30, 2025, the FCC published an order (the “Waiver Order”) extending the compliance dates of the following requirements of the 2024 FCC Order to April 1, 2027: new caps on voice and video calls, the prohibition against cash or in-kind commissions, and the requirement that providers offer video calls on a per-minute basis; and

WHEREAS On December 5, 2025, the FCC published an order in the Federal Register (the “Interim Order”) which, among other things, adjusted the 2024 FCC Order rate caps to include the costs of investigative products and safety and security services as adjusted for inflation, and allowed a per-minute additive to the call rate to account for costs customers incur in allowing access to IPCS; and

WHEREAS The parties now agree to further amend the Agreement in light of the Interim Order, which Contractor will implement on April 1, 2026 (“the Interim Order Implementation Effective Date”).

NOW, THEREFORE, it is hereby agreed as follows:

1. Exhibit A to the Public Services Contract by and between Columbia County and Securus Technologies, LLC is hereby amended as shown on the attached Exhibit A which by this reference is incorporated herein as if set out in full.
2. This Amendment is effective on the date last signed below retroactive to April 1, 2026.
3. This Amendment 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 Amendment so executed shall constitute an original.
4. Except as expressly amended herein, all other terms of the agreement as previously amended remain in full force and effect.

IN WITNESS WHEREOF the parties have caused this Amendment No. 1 to be executed and to hereby warrant and represent that their respective officers, whose signatures appear below, have been and are authorized by all necessary and appropriate legal action to execute this Amendment.

CONTRACTOR:

COUNTY:

By: _____

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

Name: _____

By: _____

Date: _____

Kellie Jo Smith, Chair

By: _____

Casey Garrett, Commissioner

Approved as to form

By: _____

Margaret Magruder, Commissioner

By:  _____
Office of County Counsel

Date: _____

**FIRST AMENDMENT TO THE
PUBLIC SERVICES CONTRACT (ORS Chapter 279B) C28-2025
COLUMBIA COUNTY, OR (A003359)**

This **FIRST AMENDMENT** ("First Amendment") is effective as of the last date signed by either party ("First Amendment Effective Date") and amends and supplements the Public Services Contract (ORS Chapter 279B) C28-2025 by and between Securus Technologies, LLC ("we," "us," or "Provider") and Columbia County, OR ("you" or "Customer") dated March 27, 2025 (the "Agreement"). All capitalized terms contained but not defined herein are defined in the Agreement.

WHEREAS In 2024, the Federal Communications Commission published the *Incarcerated People's Communication Services; Implementation of the Martha Wright-Reed Act: Rates for Interstate Inmate Calling Services*, WC Docket Nos. 23-62 & 12-375, FCC 24-75 (rel. July 22, 2024) (the "2024 FCC Order") which, among other things, lowered the rates for voice and video calls and prevented providers from paying cash or in-kind commissions out of revenue regulated by the FCC.

WHEREAS On June 30, 2025, the FCC published an order (the "Waiver Order") extending the compliance dates of the following requirements of the 2024 FCC Order to April 1, 2027: new caps on voice and video calls, the prohibition against cash or in-kind commissions, and the requirement that providers offer video calls on a per-minute basis.

WHEREAS On December 5, 2025, the FCC published an order in the Federal Register (the "Interim Order") which, among other things, adjusted the 2024 FCC Order rate caps to include the costs of investigative products and safety and security services as adjusted for inflation, and allowed a per-minute additive to the call rate to account for costs customers incur in allowing access to IPCS.

WHEREAS The parties now agree to further amend the Agreement in light of the Interim Order, which Provider will implement on April 1, 2026 ("the Interim Order Implementation Effective Date").

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

1. Term. This First Amendment shall commence on the First Amendment Effective Date and shall remain in effect through the Term of the Agreement.
2. Voice Call Rate. As of the Interim Order Implementation Effective Date, the Telephone Call Cost subsection under the Telephone Service / Call Management System section in the Schedule to the Agreement (page 7) is deleted and Provider will charge \$0.13 per minute voice call-rate to the end user, plus applicable taxes, tariffs, fees, and surcharges, in compliance with state and federal regulatory requirements. International rates, if applicable, will vary by country.
3. Cost Recovery. As of the Interim Order Implementation Effective Date, Provider will pay Customer \$0.02 per minute of the voice call rate indicated above as recovery of costs incurred by Customer for allowing access to audio services.
4. Video Call Rate. As of the Interim Order Implementation Effective Date, the Video Call Cost subsection under the Securus Video Connect section in the Schedule to the Agreement (page 8) is deleted and Provider will convert Securus Video Connect customers to Video Connect, Provider's new video call application that allows for pay per minute video calls. Upon conversion to Video Connect, Provider will charge a video call rate of \$0.21 per minute video call-rate to the end user, plus applicable taxes, tariffs, fees, and surcharges, in compliance with state and federal regulatory requirements.
5. Cost Recovery. As of the Interim Order Implementation Effective Date, Provider will pay Customer \$0.02 per minute of the video call rate indicated above as recovery of costs incurred by Customer for allowing access to video services.
6. Recordings Storage. Notwithstanding any previous terms in the Agreement, Provider will provide storage for voice and video recordings at no cost to the Customer as follows:

- a. Voice Recordings. Provider will store voice recordings for a period of 12 months from the date the call takes place (the "Voice Storage Period"). After the Voice Storage Period has passed for a particular call, that call will no longer be available to Customer.
 - b. Video Recordings. Provider will store video recordings for a period of 12 months from the date the video takes place (the "Video Storage Period"). After the Video Storage Period has passed for a particular video, that video will no longer be available to Customer.
 - c. Customer Responsibility to Preserve Recordings. Customer is solely responsible for preserving any voice or video recordings beyond the applicable Storage Period by downloading them to a separate storage medium, and Provider shall not have any responsibility or have any liability whatsoever for Customer's failure to download and store the voice or video recordings so that they are available beyond the applicable Storage Period.
 - d. Historic Recordings. The parties understand and agree that the currently applicable storage period for voice and/or video calls may be longer than the applicable Storage Period. Customer agrees that, no sooner than 90 days after the First Amendment Effective Date (the "Storage Transition Period"), all historic voice and video recordings outside the applicable Storage Period will become unavailable to Customer. **It is the sole and exclusive responsibility of Customer to download and store voice or video recordings in a separate medium during the Storage Transition Period as Customer will permanently lose access to voice and video recordings that are older than the applicable Storage Period. Provider will have no liability whatsoever for the loss of any voice or video recordings after the Storage Transition Period that are older than the applicable Storage Period.**
7. Account Activator. Account Activator, which replaced AdvanceConnect Single Call, allows the incarcerated end user to call a third-party number that does not have an AdvanceConnect account or who does not have sufficient balance in his or her account to complete a call at no cost for a brief conversation. Account Activator then allows the third-party to set up an AdvanceConnect account or to add funds to a low or no balance account to place future calls by connecting the third-party to Provider's Interactive Voice Response (IVR) and either set up a billing method or add funds, respectively. After the initial brief no cost call, the incarcerated end user is requested to call later while an account is set up for the third-party. Provider will set parameters to offer third party no cost calls.
8. Law Library. Provider will provide Fast Case Law Library at no cost to the Customer.
9. Additional Applications. As of the First 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 calls 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.

This Application will be provided at no cost to the Customer.

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).
- e. Disclaimer of Warranties. CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT THE SELECTED APPLICATIONS AND ALL INFORMATION USED AND OBTAINED IN CONNECTION WITH THE APPLICATIONS ARE PROVIDED "AS IS." PROVIDER AND ITS SUBSIDIARIES DO NOT MAKE AND HEREBY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SELECTED APPLICATIONS. PROVIDER DOES NOT GUARANTEE OR WARRANT THE CORRECTNESS, COMPLETENESS, LEGALITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE SELECTED APPLICATIONS 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 THE SELECTED APPLICATIONS OR THE UNAVAILABILITY THEREOF.
- f. Limitation of Liability. PROVIDER WILL HAVE NO LIABILITY TO CUSTOMER (OR TO ANY PERSON TO WHOM CUSTOMER MAY HAVE PROVIDED DATA FROM THE SELECTED APPLICATIONS) FOR ANY LOSS OR INJURY ARISING OUT OF OR IN CONNECTION WITH THE SELECTED APPLICATIONS 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 THE SELECTED APPLICATIONS, 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 \$10,000. 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.
- g. 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 THE SELECTED APPLICATIONS, INFORMATION OBTAINED IN CONNECTION THEREWITH, OR INSTRUCTIONS PROVIDED BY CUSTOMER TO PROVIDER RELATED TO THE SELECTED APPLICATIONS.

10. Advanced TRS. In September 2022, the Federal Communications Commission released the Fourth Report and Order in WC Docket No. 12-375 ("FCC TRS Order"), which requires all providers of communication services for incarcerated end users to provide, in addition to traditional Teletypewriters (TTY) and Speech-to Speech services, those incarcerated end users with a communication disabilities access to Telecommunications Relay Services ("TRS") and related communication services (collectively, "Advanced TRS") at each correctional facility in a jurisdiction with an average daily population of 50 or more incarcerated end users, except where the correctional authority overseeing a facility prohibits that access. For this reason, Provider requires Customer to select the following Advanced TRS services from the table below (check the box for each services, or check the last box to decline any services at this time:

Advanced TRS	Description	Check Box
Video Relay service and Point to Point Video service (VRS)*	Provides a way to communicate using American sign language (ASL) or Spanish sign language (LSE) and an interpreter through video equipment or allows direct video communication using ASL / LSE	X
IP Relay**	Provides a way to communicate using text and an interpreter through internet-enabled equipment	
IP-Captioned telephone service	Provides a way to communicate through live captioning on internet-enabled equipment	
Customer does not wish to implement any Advanced TRS services at this time		

*Customer is solely responsible for (a) determining which end users are eligible to use VRS; (b) configuring SCP to allow access to the VRS; and (c) designating which VRS numbers for which calls are not to be recorded, by marking those numbers as "private" within SCP. Provider's third-party vendors shall have the right, in their discretion, to terminate VRS calls for policy violations or disruptive behavior, including, without limitation, verbal or other abuse of the VRS interpreter.

**Customer agrees to sign the corresponding forms as provided to Customer by Provider with no alteration to the form's content whatsoever.

TRS Device Limited Warranty. Provider will provide the agreed upon number of TRS devices and related equipment (collectively, the "TRS Device") during the terms of the Agreement. Provider agrees to repair and maintain such TRS Device 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 Breakage, as defined in the Warranties and Disclaimer Section of the Agreement, 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 TRS Device. 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 TRS Device, if the TRS Device 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 TRS Device is otherwise damaged as a result of Customer's actions.

11. Compliance with FCC Regulations. The Agreement includes terms to comply with the current Interim Order. There is the potential for its requirements to change during the Term of the Agreement. If any such changes occur during the Term of Agreement, the parties agree to work together in good faith to agree to appropriate changes to address such changes. Additionally, current FCC regulations do not allow Provider to charge ancillary service charges on transactions involving voice and video calls. If the FCC allows Provider to charge ancillary service charges on transactions involving voice and video calls in the future, Customer agrees that Provider may charge such fees, up to the maximum amount allowed by the FCC, without the need for further contract amendment or customer approval.

12. 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 First Amendment Effective Date.

CUSTOMER: Board of County Commissioners For
Columbia County, OR

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

PROVIDER: Securus Technologies, LLC

By: _____
Name: _____
Title: _____
Date: _____