

A G R E E M E N T

THIS AGREEMENT is made and entered by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City” or “Denver”) and **SECURUS TECHNOLOGIES, INC.**, a Delaware corporation, whose principal place of business is 14651 Dallas Parkway, Suite 600, Dallas, TX 75224 (“Contractor” or “Vendor”).

BACKGROUND

A. The City desires to contract with a Contractor to manage and replace the current detention related coin less telephone units and to install, test, maintain, support and update a turnkey, inmate calling system (Inmate Telephone System) for use by the City at certain jail facilities, and to provide an on-site technician for repair and maintenance of the Inmate Telephone System; and

B. The Contractor is qualified, and ready, willing and able to provide the hardware and software as well as perform the services as set forth in this Agreement.

1. SCOPE:

A. Contractor, under the general direction of, and in coordination with, the City’s Manager of Safety or other designated supervisory personnel (the “Manager”) agrees to provide the hardware (the “Hardware”) and related software (the “Software”) listed on Exhibit A, perform the installation services described on attached Exhibit A (the “Statement of Work” or “SOW”) and provide the product, support and maintenance services described on attached Exhibit A.

B. Contractor will provide its technician all needed vehicle/transportation, supplies, equipment, permits, licenses, machinery, tools, and materials required for the services to be performed under the Agreement, at Contractor’s expense. In the event the City, in its sole discretion, requests Contractor to replace a technician, or Contractor replaces a technician for any reason, Contractor will provision for replacing such individual with permanent staff of equal or greater qualifications.

C. At no cost to Denver, Contractor will provide all equipment, hardware and software, installation, maintenance, training, and services necessary for the operation of the Inmate Telephone System. Contractor will provide Local, InterLATA, IntraLATA, Interstate, and International service as desired by City, facilitated entirely by an automated operator. Contractor’s system will provide collect, prepaid, and (when appropriate) free call options.

D. The Contractor agrees to charge inmate users rates of 1) Flat Rate for Local Call of \$2.15 per call of up to 30 minutes, 2) Simplified Postalized Long Distance Rates of \$2.15 connect fee and .15 cents per minute. The Contractor agrees to maintain the rates set out above during the original term of this Agreement, unless otherwise agreed to in writing by City.

2. GRANT OF LICENSE; RESTRICTIONS; HARDWARE OWNERSHIP:

A. Contractor hereby grants to City a personal, non-exclusive, non-transferable right and license to: (a) install, display, perform, and use the Software on an unlimited number of computers; and (b) use all intellectual property rights necessary to use the Software as authorized in subparagraph (a) and/or as otherwise contemplated herein. City authorizes Contractor to provide or preinstall the third-party software. City's rights to use any third-party software product that Contractor provides shall be limited by the terms of the underlying license that Contractor obtained for such product. The Software is to be used solely for City's internal business purposes in connection with the Applications at the Facilities. City will not (i) permit any parent, subsidiary, affiliated entity, or third party to use the Software, (ii) assign, sublicense, lease, encumber, or otherwise transfer or attempt to transfer the Software or any portion thereof, (iii) process or permit to be processed any data of any other party with the Software, (iv) alter, maintain, enhance, disassemble, decompile, reverse engineer or otherwise modify the Software or allow any third party to do so, (v) connect the Software to any products that Contractor did not furnish or approve in writing, or (vi) ship, transfer, or export the Software into any country, or use the Software in any manner prohibited by the export laws of the United States. Contractor is not liable with regard to any Software that you use in a prohibited manner.

B. Title to and ownership of the Software will remain with Contractor. City will not reverse engineer or reverse compile any part of the Software without Contractor's prior written consent. City and Contractor will discuss, and coordinate if necessary, any modifications or alternate utilizations of the Software required for the purpose of meeting City's inmate calling system needs. City will not undertake to modify or otherwise utilize the Software without Contractor's prior approval and consent. City will not remove, obscure or deface any proprietary notice or legend contained in the Software or documentation without Contractor's prior written consent. Except as set out in paragraph 2C below, the inmate-related services and applications (the "Applications") and related hardware and software (the "System") and related records, data, and information shall at all times remain Contractor's sole and exclusive property unless prohibited by law, in which event, Contractor shall have the unlimited right to use such records, data, and information for investigative and law enforcement purposes. However, during the term of this Agreement and for a reasonable period of time thereafter, Contractor will provide City with reasonable access to the records. Contractor (or its licensors, if any) have and will retain all right, title, interest, and ownership in and to (i) the Software and any copies, custom versions, modifications, or updates of the Software, (ii) all related documentation, and (iii) any trade secrets, know-how, methodologies, and processes related to Contractor's Applications, the System, and its other products and services (the "Materials"). The Materials constitute proprietary information and trade secrets of Contractor and its licensors, whether or not any portion thereof is or may be the subject of a valid copyright or patent.

C. Legality/Limited License Agreement. For services related to Applications which may allow you to monitor and record inmate or other administrative telephone calls, or transmit or receive inmate electronic messages (“e-mail”); by providing the Application, we make no representation or warranty as to the legality of recording or monitoring inmate or administrative telephone calls or transmitting or receiving inmate e-mail messages. Further, you retain custody and ownership of all recordings, and inmate e-mail messages; however you grant us a perpetual limited license to compile, store, and access recordings or inmate calls and access inmate e-mail messages 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, or (iv) maintaining equipment and quality control purposes. This license does not apply to recordings of inmate calls or e-mail messages with their attorneys or to recordings or e-mail messages protected from disclosure by other applicable privileges.

D. Confidentiality and Non-Disclosure. The System and Applications (the “Confidential Information”) shall at all times remain confidential to Contractor. You agree that you will not disclose such Confidential Information to any third party without our prior written consent. Because you will be able to access confidential information of third parties that is protected by certain federal and state privacy laws through the Software and Applications, you shall only access the Software with computer systems that have effective firewall and anti-virus protection.

E. Claims. To the fullest extent allowed by applicable law and without waiving governmental immunity, each party by itself and/or its employees, agents, or contractors agrees to be responsible for any loss, cost, claim, liability, damage, and expense (including, without limitation, reasonable attorney’s fees and expenses) (collectively “3E Claims”) arising out of (i) a breach of its own representations, warranties, and/or covenants contained herein, or (ii) gross negligence or willful misconduct, or (iii) actual or alleged intellectual property infringement.

Furthermore, the parties understand and agree that each one is subject to federal, state, and local laws and regulations, and each party bears the burden of its own compliance. Contractor agrees to install and implement the Inmate Telephone System according to the law governing Contractor, the instruction it receives from City as to City’s requirements under the law, and according to City’s facility’s demographics.

3. DELIVERY AND ACCEPTANCE:

A. Contractor shall deliver the Software, Hardware and perform the installation services in accordance with the SOW.

B. Upon installation of the Software and Hardware, the City will test and evaluate same to ensure that it conforms, in the City’s reasonable judgment, to the specifications outlined in the SOW. If the Software does not conform, the City will so notify Contractor in writing within sixty (60) days. Contractor will, at its expense, repair or replace the nonconforming product within fifteen (15) days after receipt of the City’s notice of deficiency. The foregoing procedure will be repeated until the City accepts or finally rejects the product, in whole or part, in its sole discretion. In the event that any Hardware or Software contains a defect or nonconformity not apparent on examination, the City reserves the right to repudiate

acceptance. In the event that the City finally rejects the Software and/or Hardware, or repudiates acceptance of it, Contractor will refund to the City all fees paid, if any, by the City with respect to the rejected product.

C. If the City is not satisfied with the Contractor's performance of the services described in the SOW, the City will so notify Contractor within thirty (30) days after Contractor's performance thereof. Contractor will, at its own expense, re-perform the service within fifteen (15) days after receipt of City's notice of deficiency. The foregoing procedure will be repeated until City accepts or finally rejects the service in its sole discretion. In the event that City finally rejects any service, Contractor will refund to City all fees paid by City with respect to such service.

4. **TERM:** The Term of the Agreement is from September 1, 2013 through August 31, 2018. This Agreement may be terminated at any time during the original Term, or any extension thereof, pursuant to the terms of this Agreement.

5. **COMPENSATION AND PAYMENT:**

A. **Fee:**

(i) The City will pay no fee for the Hardware, Software or services described in the SOW because the Contractor will be collecting payment from inmates and/or others for usage of the installed inmate calling system, except for prepaid calling cards and inmate debit accounts for which the Contractor shall invoice the City or Holder of Trust Account (Inmate Trust Fund). Contractor shall pay to City on a monthly basis the greater of either A), a commission of eighty percent (80%) of the Gross Revenue, as defined in subsection E below, generated from calls made through the phone system installed by the Contractor; or B) a Minimum Monthly Guaranteed Amount, also as defined in subsection E below, of SIXTY THOUSAND DOLLARS (\$60,000.00).

(ii) The Contractor shall with the City's commissary provider to set up debit accounts for inmates' use and likewise pay an 80% commission on all debit calls made within the System (defined below). Contractor shall invoice City at a rate of 20% of face value for all prepaid calling cards requested by the City.

(iii) The Contractor agrees to provide a monthly accounting to the City describing revenues generated from the Contractor's services in a mutually agreeable format.

(iv) The commission for the first month of service by the Contractor shall be prorated.

(v) The Contractor agrees to exchange the GTL prepaid calling cards with Securus prepaid calling cards up to \$2,000.

B. **Reimbursement Expenses:** The City will pay no expenses hereunder as the Contractor will be collecting payment from inmates and/or others for usage of the installed

inmate calling system.

C. **Commission:** Commission payment, as provided in the Exhibits, shall be made to the Manager of Revenue, City and County of Denver via a direct deposit to City treasury account on or before the fifteenth (15th) of each month of the contract period. Contractor will mail the Monthly Commission/true-up and call detail reports to:

City and County of Denver
Technology Services
201 W. Colfax Avenue Dept. 301
Denver, CO 80202
Attn: Gloria Janisch

The Contractor must provide the following information in a monthly commission report to be provided to the City:

- 1 – City Contract Control Number
- 2 - Itemization by Site (County Jail and PADF)
- 3 – Reports of total calls per location detailed as follows:
 - a. Total Minutes & Total Gross Revenue for Local Calls
 - b. Total Minutes & Total Gross Revenue for Interlata Calls
 - c. Total Minutes & Total Gross Revenue for Intralata Calls
- 4 – Grand Total Gross Revenues (inclusive of 3a, 3b and 3c).
- 5 – Grand Total Gross Revenues (Y) multiplied by the Percentage of Gross Revenues (Y x 80%).
- 6 – Guaranteed Monthly Minimum Amount of \$ 60,000.00.
- 7 – Payment must be the GREATER of Items 5 and 6.

The City may also require other, additional information to be added to such monthly reports.

Late payment shall be cause for the imposition of Liquidated Damages of \$1000.00 per occurrence. Payment shall be considered 'late' if direct deposit is received one calendar day or more after the 15th day of each month. In the event of a change in any change in law, regulation or otherwise that applies to the services provided hereunder, the parties will mutually agree to reduce charges and commissions proportionately, or as otherwise agreed to by the parties.

D. Maximum Contract Liability:

(i) Any other provision of this Agreement notwithstanding, in no event shall the City be liable for payment for any services rendered or expenses incurred by Contractor under the terms of this Agreement for any amount. Contractor acknowledges that any work performed by Contractor beyond that specifically authorized by the City is performed at Contractor's risk and without authorization under this Agreement.

(ii) It is understood and agreed that any payment obligation of the City hereunder, whether direct or contingent, shall extend only to funds appropriated by the Denver City Council for the purpose of this Agreement, encumbered for the purpose of the Agreement and paid into the Treasury of the City. Contractor acknowledges that (a) the City does not by this Agreement, irrevocably pledge present cash reserves for payments in future fiscal years, and (b) this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

E. Compensation Related Definitions

(i) Gross Revenues. Gross Revenues shall mean all gross billed revenues relating to completed debit and collect calls generated by and through the Inmate Telecommunications System. Regulatory required and other items such as federal, state and local charges, taxes and fees, including transaction funding fees, transaction fees, credits, billing recovery fees, charges billed by non-LEC third parties, and promotional programs are excluded from revenue to the Contractor.

(ii) Minimum Monthly Guaranteed Amount (MMGA). City's MMGA shall be the greater of (A) the commission earned for the relevant month comprised of Grand Total Gross Revenues (5C5 above) multiplied by Eighty percent (80%). , or (B) \$60,000. Said \$60,000 is based upon an average daily population (ADP) of 2,101, which may be adjusted on an annual basis in the event of a 10% reduction in ADP. Applicable formula: $\$60,000 / 2,101 = \28.56 per inmate.

F. Miscellaneous Pricing Provisions

1) CONTINUOUS VOICE VERIFICATION (CVV) COMPENSATION. Where installation of CVV is requested by the City, a non-commissionable per call charge of \$.25 will apply to all intrastate, interstate and international calls, which charge will be included in the per call charge calling rates and will not be billed separately.

2) THREADS COMPENSATION. Contractor will assess a non-commissionable license fee of \$.10 per call, which fee will be added to the "per call charge" calling rates if permitted by state and federal regulatory requirements for all intrastate, interstate and international calls and will not be billed separately.

3) LOCATION BASED SERVICE COMPENSATION. Contractor will assess a non-commissionable license fee of \$.10 per call, which fee will be added to the "per call charge" calling rates if permitted by state and federal regulatory requirements for all intrastate, interstate and international calls and will not be billed separately.

4) INMATE DEBIT INVOICING AND COMPENSATION.

a. DESCRIPTION: A Debit account is a prepaid, inmate-owned account used to pay for inmate telephone calls. A Debit account is funded by transfer of inmate's facility trust/commissary account funds ("Holder

of Trust Account”) to inmate’s Debit account. Contractor will also allow inmate Friends & Family members to fund an inmate’s Debit account via multiple points-of-sale. Funds deposited by Friends & Family members into an inmate’s Debit account become property of the inmate. Contractor establishes inmate Debit accounts which are associated with the inmate’s Personal Identification Number (“PIN”). Contractor requires inmate to key in his/her PIN at the beginning of every Debit call in order to complete the call and pay for the call using the inmate’s Debit account.

b. **INVOICING AND COMPENSATION:**

Contractor shall invoice Customer/Holder of Trust Account on a monthly basis for all funding amounts transferred from inmates’ facility trust/commissary accounts to Inmate Debit accounts for calls made.

Contractor shall pay City the commission percentage that Contractor earns through the completion of Debit calls placed from City's Facilities as specified in paragraph 5. A above. Contractor reserves the right to deduct call credits from usage. .

6. STATUS OF CONTRACTOR: It is understood and agreed that the status of Contractor shall be that of an independent contractor and a person retained on a contractual basis to perform professional or technical services for limited periods of time as described in Section 9.1.2(C) of the Charter of the City; and it is not intended, nor shall it be construed, that Contractor or its employees are employees or officers of the City under Chapter 18 of the Denver Revised Municipal Code or for any purpose whatsoever. Contractor agrees that during the term of this Agreement it shall fully coordinate all services that it has been directed to proceed upon and shall make every reasonable effort to fully coordinate all such services as directed by the Manager with any City agency, or any person or firm under contract with the City doing work which affects Contractor’s work.

7. TERMINATION:

A. The City has the right to terminate this Agreement, with cause, on thirty (30) days written notice. The City has the right to terminate this Agreement, without cause, on thirty (30) days written notice after the expiration of the first twelve months of this Agreement. However, nothing herein shall be construed as giving Contractor the right to perform services under this Agreement beyond the time when such services become unsatisfactory to the Manager.

B. If this Agreement is terminated by either party, Contractor will pay City any final Commission amounts due per the Agreement.

C. Upon termination of this Agreement by the City, Contractor shall have no claim of any kind whatsoever against the City by reason of such termination or by reason of any act incidental thereto.

8. **EXAMINATION OF RECORDS:** Contractor agrees that any duly authorized representative of the City, including the City Auditor, shall, until the expiration of three (3) years after the final payment under this Agreement, have access to and the right to examine any books, documents, papers and records of Contractor, involving transactions related to this Agreement.

9. **WHEN RIGHTS AND REMEDIES NOT WAIVED:** In no event shall any action by either Party hereunder constitute or be construed to be a waiver by the other Party of any breach of covenant or default which may then exist on the part of the Party alleged to be in breach, and the non-breaching Party's action or inaction when any such breach or default shall exist shall not impair or prejudice any right or remedy available to that Party with respect to such breach or default; and no assent, expressed or implied, to any breach of any one or more covenants, provisions or conditions of the Agreement shall be deemed or taken to be a waiver of any other breach.

10. **INSURANCE:**

A. **General Conditions:** Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for three (3) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-"VIII or better. Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. If any policy is in excess of a deductible or self-insured retention, the City must be notified by the Contractor. Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

B. **Proof of Insurance:** Contractor shall provide a copy of this Agreement to its insurance agent or broker. Contractor may not commence services or work relating to the Agreement prior to placement of coverages required under this Agreement. Contractor certifies that the certificate of insurance attached as Exhibit B, preferably an ACORD certificate, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the Certificate. The City's acceptance of a certificate of

insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

C. Additional Insureds: For Commercial General Liability, Auto Liability and Excess Liability/Umbrella, Contractor and subcontractor's insurer(s) shall name the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

D. Waiver of Subrogation: For all coverages required under this Agreement, Contractor's insurer shall waive subrogation rights against the City.

E. Subcontractors and Subconsultants: All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Contractor. Contractor shall include all such subcontractors as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. Contractor agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the City.

F. Workers' Compensation/Employer's Liability Insurance: Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Contractor expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of the Contractor's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date Contractor executes this Agreement.

G. Commercial General Liability: Contractor shall maintain a Commercial General Liability insurance policy with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate.

H. Business Automobile Liability: Contractor shall maintain Business Automobile Liability with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement

I. Additional Provisions:

(a) For Commercial General Liability and Excess Liability, the policies must provide the following:

- (i) That this Agreement is an Insured Contract under the policy;
 - (ii) Defense costs are outside the limits of liability;
 - (iii) A severability of interests or separation of insureds provision (no insured vs. insured exclusion); and
 - (iv) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.
- (b) For claims-made coverage:
- (i) The retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier
- (c) Contractor shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

11. DEFENSE AND INDEMNIFICATION:

A. Contractor hereby agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement (“Claims”), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of Contractor or its subcontractors either passive or active, irrespective of fault, including City’s concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.

B. Contractor’s duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether Claimant has filed suit on the Claim. Contractor’s duty to defend and indemnify City shall arise even if City is the only party sued by claimant and/or claimant alleges that City’s negligence or willful misconduct was the sole cause of claimant’s damages.

C. Contractor will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City’s exclusive remedy.

D. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.

E. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

12. REPRESENTATION AND WARRANTY: Contractor represents and warrants that:

A. the Hardware and Software will conform to applicable specifications, operate in substantial compliance with applicable documentation, and will be free from deficiencies and defects in materials, workmanship, design and/or performance;

B. all services will be performed by qualified personnel in a professional and workmanlike manner, consistent with industry standards;

C. all services will conform to applicable specifications and the attached Exhibits;

D. it has the requisite ownership, rights and licenses to perform its obligations under this Agreement fully as contemplated hereby and to grant to the City all rights with respect to the software and services free and clear from any and all liens, adverse claims, encumbrances and interests of any third party;

E. there are no pending or threatened lawsuits, claims, disputes or actions: (i) alleging that any software or service infringes, violates or misappropriates any third party rights; or (ii) adversely affecting any software, service or supplier's ability to perform its obligations hereunder;

F. the Software will not violate, infringe, or misappropriate any patent, copyright, trademark, trade secret, or other intellectual property or proprietary right of any third party;

G. the Software will contain no malicious or disabling code that is intended to damage, destroy or destructively alter software, hardware, systems or data; and

H. the media on which all Software is furnished are and will be, under normal use, free from defects in materials and workmanship.

I. the Contractor shall supply, at minimum, full maintenance for the term of the contract, at no cost to the City. Such warranty will include software upgrades during the warranty period.

J. the Contractor shall provide a warranty for the entire system and work against defective materials, workmanship, and performance for the term of the contract, excluding vandalism.

K. the Contractor agrees to furnish, without additional cost, all labor, materials, and transportation to replace all parts and materials, which are found to be defective during the warranty period. The Contractor shall provide manufacturer guarantees that replacement parts for the systems set forth in this Agreement will be available for 12 months from the effective date of the purchase.

L. the Contractor agrees that the equipment, supplies, or services furnished under this Agreement shall be covered by the most favorable commercial warranties given any customer for such equipment, supplies, or services and that the rights and remedies provided therein are in addition to and do not limit those available to the City by any other clause of this solicitation.

M. All call detail records (CDRs) and call recordings contained in the inmate telephone system equipment provided by Contractor to City are the exclusive property of the City for the term of this Agreement and any resulting extensions of this Agreement.

13. COLORADO GOVERNMENTAL IMMUNITY ACT: The parties hereto understand and agree that the City is relying upon, and has not waived, the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Act, § 24-10-101, et seq., C.R.S. (2003).

14. TAXES, CHARGES AND PENALTIES: The City shall not be liable for the payment of taxes, late charges or penalties of any nature other than the compensation stated herein, except for any additional amounts which the City may be required to pay under D.R.M.C. § 20-107 to § 20-115.

15. ASSIGNMENT: Contractor covenants and agrees that it will not assign or transfer its rights hereunder without first obtaining the written consent of the Manager. Any attempts by Contractor to assign or transfer its rights hereunder without such prior written consent of the Manager shall, at the option of said Manager, automatically terminate this Agreement and all rights of Contractor hereunder. Such consent may be granted or denied at the sole and absolute discretion of said Manager. A change in control of Contractor shall not constitute an assignment hereunder.

16. NO THIRD PARTY BENEFICIARY: It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the City and Contractor, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreements. It is the express intention of the City and Contractor that any person other than the City or Contractor receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

17. NO AUTHORITY TO BIND CITY TO CONTRACTS: Contractor has no authority to bind the City on any contractual matters. Final approval of all contractual matters which obligate the City must be by the City, as required by Charter and ordinance.

18. AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS: This Agreement, including the Exhibits attached hereto (each of which is specifically incorporated herein) is intended as the complete integration of all understandings between the parties. No prior contemporaneous or subsequent addition, deletion, or other amendment hereto shall have any force or effect, unless embodied herein in writing, and executed in the same manner as this Agreement.

19. SEVERABILITY: The parties agree that if any provision of this Agreement or any portion thereof is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity of the remaining portions or provisions shall not be affected.

20. CONFLICT OF INTEREST:

A. The parties agree that no employee of the City shall have any personal or beneficial interest whatsoever in the services or property described herein; and Contractor further agrees not to hire or contract for services any employee or officer of the City which would be in violation of the Denver Revised Municipal Code, Chapter 2, Article IV, Code of Ethics, or Denver City Charter §§ 1.2.8, 1.2.9, and 1.2.12.

B. Contractor agrees that it will not engage in any transaction, activity or conduct which would result in a conflict of interest under this Agreement. Contractor represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of Contractor by placing Contractor's own interests, or the interests of any party with whom Contractor has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, shall determine the existence of a conflict of interest and may terminate this Agreement in the event such a conflict exists after it has given Contractor written notice which describes the conflict. Contractor shall have thirty (30) days after the notice is received to eliminate or cure the conflict of interest in a manner which is acceptable to the City.

21. NOTICES: Notices concerning the termination of this Agreement, notices of alleged or actual violations of the terms or conditions of this Agreement, and other notices of similar importance shall be made:

By Contractor to: Manager of Safety
 1331 Cherokee St., Ste. 302
 Denver, Colorado 80202

With a copy to: Chief Information Officer or Designee
 201 West Colfax Avenue, Dept. 301
 Denver, Colorado 80202

And by the City to: SECURUS TECHNOLOGIES, INC.

14651 Dallas Parkway, Suite 600,
Dallas, TX 75224

22. **DISPUTES:** All disputes of whatever nature between the City and Contractor regarding this Agreement shall be resolved by administrative hearings pursuant to the procedure established by Denver Revised Municipal Code, § 56-106(b), et seq. For the purposes of that procedure, the City official rendering a final determination shall be the City representative identified in Paragraph 1 hereof.

23. **GOVERNING LAW; VENUE:** This Agreement shall be construed and enforced in accordance with the laws of the State of Colorado, the Charter and Revised Municipal Code of the City and County of Denver, and the ordinances, regulations and Executive Orders enacted and/or promulgated pursuant thereto, including any amendments. The Charter and Revised Municipal Code of the City and County of Denver, as the same may be amended from time to time, are hereby expressly incorporated into this Agreement as if fully set out herein by this reference. Venue for any legal action relating to this Agreement shall lie in the District Court in and for the City and County of Denver.

24. **NO DISCRIMINATION IN EMPLOYMENT:** In connection with the performance of work under this Agreement, Contractor agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and Contractor further agrees to insert the foregoing provision in all subcontracts hereunder.

25. **USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS; SECURITY CLEARANCE:**

A. Contractor shall cooperate and comply with the provisions of Executive Order 94 and Attachment A thereto concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in the City barring Contractor from City facilities or participating in City operations.

B. Contractor's employee(s)/technicians providing services under this Agreement, will be required to pass a security clearance.

26. **CONFIDENTIAL INFORMATION; OPEN RECORDS:**

A. **City Information:** Contractor acknowledges and accepts that, in performance of all work under the terms of this Agreement, Contractor may have access to Proprietary Data or confidential information that may be owned or controlled by the City, and that the disclosure of such Proprietary Data or information may be damaging to the City or third parties. Contractor agrees that all Proprietary Data or confidential information provided or otherwise disclosed by the City to Contractor shall be held in confidence and used only in the performance of its obligations under this Agreement. Contractor shall exercise the same standard of care to protect such Proprietary Data and information as a reasonably prudent

Contractor would protect its own proprietary or confidential data. "Proprietary Data" shall mean any materials or information which may be designated or marked "Proprietary" or "Confidential," or which would not be documents subject to disclosure pursuant to the Colorado Open Records Act or City ordinance, and provided or made available to Contractor by the City. Such Proprietary Data may be in hardcopy, printed, digital or electronic format.

B. Use of Proprietary Data or Confidential Information:

(i) Except as expressly provided by the terms of this Agreement, Contractor agrees that it shall not disseminate, transmit, license, sublicense, assign, lease, release, publish, post on the internet, transfer, sell, permit access to, distribute, allow interactive rights to, or otherwise make available the Proprietary Data or confidential information or any part thereof to any other person, party or entity in any form of media for any purpose other than performing its obligations under this Agreement. Contractor further acknowledges that by providing this Proprietary Data of confidential information, the City is not granting to Contractor any right or license to use such data except as provided in this Agreement. Contractor further agrees not to disclose or distribute to any other party, in whole or in part, the Proprietary Data or confidential information without written authorization from the Manager.

(ii) Contractor agrees, with respect to the Proprietary Data and confidential information, that: (1) Contractor shall not copy, recreate, reverse engineer or decompile such data, in whole or in part, unless authorized in writing by the Manager; (2) Contractor shall retain no copies, recreations, compilations, or decompilations, in whole or in part, of such data; and (3) Contractor shall, upon the expiration or earlier termination of the Agreement, destroy (and, in writing, certify destruction) or return all such data or work products incorporating such data or information to the City.

C. Employees and Sub-contractors: Contractor will inform its employees and officers of the obligations under this Agreement, and all requirements and obligations of Contractor under this Agreement shall survive the expiration or earlier termination of this Agreement. Contractor shall not disclose Proprietary Data or confidential information to subcontractors unless such subcontractors are bound by non-disclosure and confidentiality provisions at least as strict as those contained in this Agreement.

D. Disclaimer: Notwithstanding any other provision of this Agreement, the City is furnishing Proprietary Data and confidential information on an "as is" basis, without any support whatsoever, and without representation, warranty or guarantee, including but not in any manner limited to, fitness, merchantability or the accuracy and completeness of the Proprietary Data or confidential information. Contractor is hereby advised to verify its work. The City assumes no liability for any errors or omissions herein. Specifically, the City is not responsible for any costs including, but not limited to, those incurred as a result of lost revenues, loss of use of data, the costs of recovering such programs or data, the cost of any substitute program, claims by third parties, or for similar costs. If discrepancies are found, Contractor agrees to contact the City immediately.

E. Contractor's Information: The City shall endeavor, to the extent provided by law, to comply with the confidentiality provisions set out in the End User License Agreement, provided, however, that the City understands and agrees that the Contractor software and documentation including, but not limited to, the Source Code, Object Code, the Interface Requirements Document(s) Acceptance Test Procedures, the Statement of Work, the software design, structure and organization, software screens, the user interface and the engineering know-how implemented in the software (collectively "Contractor Confidential Information") constitute the valuable properties and trade secrets of Contractor, embodying substantial creative efforts which are secret, confidential, and not generally known by the public, and which secure to Contractor a competitive advantage. The City agrees during the term of this Agreement and the license granted hereunder, and thereafter, to hold the Contractor Confidential Information including any copies thereof and any documentation related thereto, in strict confidence and to not permit any person or entity to obtain access to it except as required for the City's exercise of the license rights granted hereunder, and except as required by the parties understand that all the material provided or produced under this Agreement may be subject to the Colorado Open Records Act., § 24-72-201, et seq., C.R.S. (2003). In the event of a request to the City for disclosure of such information, the City shall advise Contractor of such request in order to give Contractor the opportunity to object to the disclosure of any of its documents which it marked as proprietary or confidential material. In the event of the filing of a lawsuit to compel such disclosure, the City will tender all such material to the court for judicial determination of the issue of disclosure and Contractor agrees to intervene in such lawsuit to protect and assert its claims of privilege against disclosure of such material or waive the same. Contractor further agrees to defend, indemnify and save and hold harmless the City, its officers, agents and employees, from any claim, damages, expense, loss or costs arising out of Contractor's intervention to protect and assert its claim of privilege against disclosure under this Article including but not limited to, prompt reimbursement to the City of all reasonable attorney fees, costs and damages that the City may incur directly or may be ordered to pay by such court.

27. LEGAL AUTHORITY:

A. Contractor assures and guarantees that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken to enter into this Agreement.

B. The person signing and executing this Agreement on behalf of Contractor does hereby warrant and guarantee that he has been fully authorized by Contractor to execute this Agreement on behalf of Contractor and to validly and legally bind Contractor to all the terms, performances and provisions herein set forth.

C. The City shall have the right, at its option, to either temporarily suspend or permanently terminate this Agreement, if there is a dispute as to the legal authority of either Contractor or the person signing the Agreement to enter into this Agreement.

28. NO CONSTRUCTION AGAINST DRAFTING PARTY: Each of the Parties acknowledge that they and their respective counsel have had the opportunity to review this

Agreement, and that this Agreement shall not be construed against any party merely because this Agreement or any of its provisions have been prepared by a particular party.

29. ORDER OF PRECEDENCE: In the event of any conflicts between the language of the Agreement and the exhibits, the language of the Agreement controls.

30. SURVIVAL OF CERTAIN PROVISIONS: The parties understand and agree that all terms and conditions of this Agreement together with the exhibits and attachments hereto which, by reasonable implication, contemplate continued performance or compliance beyond the termination of this Agreement (by expiration of the term or otherwise) shall survive such termination and shall continue to be enforceable as provided herein. Without limiting the generality of the foregoing, the Contractor's obligations for the provision of insurance and to indemnify the City shall survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

31. INUREMENT: The rights and obligations of the parties herein set forth shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns permitted under this Agreement.

32. TIME IS OF THE ESSENCE: The parties agree that in the performance of the terms, conditions, and requirements of this Agreement, time is of the essence.

33. FORCE MAJEURE: Neither party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in performance as a result of war, fire, strike, riot or insurrection, natural disaster, unreasonable delay of carriers, governmental order or regulation (including order or regulation affecting rates, regulations, or operations mandated by law), complete or partial shutdown of plant, unreasonable unavailability of equipment or software from suppliers, default of a subcontractor or vendor (if such default arises out of causes beyond their reasonable control), the actions or omissions of the other party or its officers, directors, employees, agents, contractors or elected officials and/or other substantially similar occurrences beyond the party's reasonable control ("Excusable Delay") herein. In the event of any such Excusable Delay, time for performance shall be extended for a period of time as may be reasonably necessary to compensate for such delay.

34. PARAGRAPH HEADINGS: The captions and headings set forth herein are for convenience of reference only, and shall not be construed so as to define or limit the terms and provisions hereof.

35. CITY EXECUTION OF AGREEMENT: This Agreement is expressly subject to and shall not be or become effective or binding on the City until it has been fully executed by all signatories of the City and County of Denver.

36. COUNTERPARTS OF THIS AGREEMENT: This Agreement may be executed in counterparts, each of which shall be deemed to be an original of this Agreement.

37. NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE AGREEMENT:

A. This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the “Certification Ordinance”).

B. The Contractor certifies that:

- (1) At the time of its execution of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.
- (2) It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

C. The Contractor also agrees and represents that:

- (1) It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
- (2) It shall not enter into a contract with a sub-consultant or subcontractor that fails to certify to the Contractor that it shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
- (3) It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in either the E-Verify Program.
- (4) It is prohibited from using either the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and that otherwise requires the Contractor to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.
- (5) If it obtains actual knowledge that a sub-consultant or subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such sub-consultant or subcontractor and the City within three (3) days. The Contractor will also then terminate such sub-consultant or subcontractor if within three (3) days after such notice the sub-consultant or subcontractor does not stop employing or contracting with the illegal alien, unless during such three-day period the sub-consultant or subcontractor provides information to establish that the sub-consultant or subcontractor has not knowingly employed or contracted with an illegal alien.
- (6) It will comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S., or the City Auditor, under authority of D.R.M.C. 20-90.3.

D. The Contractor is liable for any violations as provided in the Certification Ordinance. If Contractor violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the City. Any such termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying Contractor from submitting bids or proposals for future contracts with the City.

38. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS: Contractor consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

39. PREVAILING WAGES:

A. Employees of the Contractor or the Contractor's subcontractors are subject to the payment of prevailing wages pursuant to § 20-76 *et seq.*, D.R.M.C.

B. The Contractor shall pay every Covered Worker, as defined in § 20-76(a) D.R.M.C., a living wage as provided in § 20-76, D.R.M.C. Prevailing Wage schedule incorporated herein as Exhibit C.

C. In accordance with § 20-76(b) and (d), D.R.M.C., the following mandatory provisions are included:

1. The minimum wages to be paid for every Covered Worker shall be not less than the scale of wages from time to time determined under § 20-76(b) and (c) to be the prevailing wages.

2. The Contractor or its subcontractor shall pay Covered Workers employed directly upon the site of the work the full amounts accrued at time of payment, computed at wage rates not less than those stated or referenced in the specifications, and any addenda thereto, on the actual date of bid or proposal opening, or in effect on the date of grant of permit for performance of such work under D.R.M.C. Section 49-171 *et seq.*, or on the date of the written purchase order for contracts let by informal procedure under D.R.M.C. Section 20-63(b), regardless of any contractual relationship which may be alleged to exist between the contractor or subcontractor and the Covered Workers. Increases in prevailing wages subsequent to the date of the contract for a period not to exceed one (1) year shall not be mandatory on either the Contractor or subcontractors. Future increases in living wages on contracts whose period of performance exceeds one (1) year shall be mandatory for the Contractor and subcontractors only on the yearly anniversary date of the contract. Decreases in prevailing wages subsequent to the date of the contract for a period not to exceed one (1) year shall not be permitted. Decreases in

prevailing wages on contracts whose period of performance exceed one (1) year shall not be effective except on the yearly anniversary date of the contract.

3. The Contractor and its subcontractors shall pay all Covered Workers at least once a week the full amounts of wages accrued at the time of payment, except that the contractor and subcontractor shall make such payments to non-construction workers such as janitorial or custodial workers at least twice per month.

4. The Contractor shall post in a prominent and easily accessible place at the site of the work the scale of wages to be paid by the Contractor and all subcontractors working under the Contractor.

5. If the Contractor or any subcontractor shall fail to pay such wages as are required by the contract, the Auditor shall not approve any warrant or demand for payment to the Contractor until the Contractor furnishes the Auditor evidence satisfactory to the Auditor that such wages so required by the contract have been paid.

6. The Contractor shall furnish to the Auditor each week during which work is in progress under the contract, a true and correct copy of the payroll records of all Covered Workers employed under the contract, either by the Contractor or subcontractors. Such payroll records shall include information showing the number of hours worked by each Covered Worker employed under the contract, the hourly pay of such Covered Worker, any deductions made from pay, and the net amount of pay received by each Covered Worker for the period covered by the payroll.

7. The copy of the payroll record shall be accompanied by a sworn statement of the Contractor that the copy is a true and correct copy of the payroll records of all Covered Workers working under the contract either for the Contractor or subcontractors, that payments were made to the Covered Workers as set forth in the payroll records, that no deductions were made other than those set forth in such records, and that all Covered Workers employed on work under the contract, either by the Contractor or by any subcontractor, have been paid the prevailing wages as set forth in the contract specifications.

8. If any Covered Worker employed by the Contractor or any subcontractor under the contract has been or is being paid a rate of wages less than the rate of wages required by the contract to be paid as aforesaid, the City may, by written notice to the Contractor, suspend or terminate the Contractor's right to proceed with the Work, or such part of the Work as to which there has been a failure to pay the required wages, and in the event of termination may prosecute the Work to completion by contract or otherwise, and the Contractor and any sureties shall be liable to the City for any excess costs occasioned the City thereby.

EXHIBIT A
SCOPE OF WORK AND TECHNICAL

I. OVERVIEW:

The system will be installed within Denver's two detention facilities. The first facility is the downtown Detention Center (DDC) located at 490 West Colfax Avenue, Denver, Colorado 80204 and is a 1500 bed facility with 25 pods containing 4-6 phones each. The second facility is the County Jail (COJL) located at 10500 Smith Road, Denver, Colorado 80239. The DDC has City owned phone kiosks that will be integrated into the new provided phone system. The COJL will require all phone instruments to be provided by the Vendor. Vendor will retain ownership of these Vendor provided devices.

The approximate phone count for each facility is:

DDC - 125

COJL – 154

Vendor shall provide a turnkey, state of the art inmate telephone, control, monitoring and recording system. Integrated components are to remain operational 24 hours a day, 365 days a year without facility personnel intervention. At the time of installation, the system will be configured with facility-wide settings and call restrictions dictated by facility administrators. Vendor shall provide an on-site technician to service the equipment during normal hours. The Vendor shall provide an on-site technician.

After installation, at a monitoring workstation, the system administrator or other authorized personnel have options to add/change restrictions, monitor and report inmate telephone usage. Telephone restrictions may be defined for an entire facility, a particular building, cluster, pod or individual inmate PIN's and or individual telephone units.

Securus will integrate existing inmate phones on the DDC owned phone kiosks.
COJL 154 Securus will provide all phone instruments.

SCP Administration

The facility administrator is able to customize features that can be configured with system wide settings and restrictions. SCP's investigative tools permit a higher degree of accuracy and allow investigators to locate inmate- calling information more quickly and reliably. Authorized administrators have the ability to set restrictions based on many options such as PINs, phone numbers, custody accounts, phone, phone group, specific pods. Routine inmate calling operations can be configured to require minimal administration, allowing staff to focus on what they do best—maintaining a safer, more secure correctional environment.

II. SECURITY AND FRAUD PREVENTION:

With Syscon Criminal Justice System's cooperation, the system will also integrate with Syscon Criminal Justice System's TAG Elite offender management software (Elite system). The communication between Elite system and the Vendor's phone system will be based on web services operations. The PIN number is unique to the inmate upon booking for the purpose of allowing the inmate to utilize the phone system and to allow DSD to monitor phone calls associated to PIN. The Vendor's system does utilize a PIN number. The communication process between TAG Elite system and Vendor's phone system is asynchronous.

The Vendor's web services responses are to have no bearing on TAG Elite logic. TAG Elite logic is to be independent of the Contractor processing the request, thus keeping the Elite functionality decoupled from the proposed phone system.

The process flow will be:

- When an offender is booked, the TAG Elite system will make an Open Account request to the Inmate Phone System.
- A temporary PIN number will be generated and sent to the Phone System. This PIN is to be unique to each booking even if the individual is a repeat offender.
- The offender will be required to utilize the generated PIN for each phone call while in custody.
- When an offender is released, a trigger will be sent from the TAG Elite system to disable the phone account.
- The Phone System Contractor will maintain a historical record that is accessible at any time via web-base reporting that will contain the following information:
 - PIN Number of offender
 - Offender Name
 - Book Number
 - Numbers dialed
 - Date and time of call initiation
 - Date and time of call termination Call duration hh:mm:ss
 - Record of incomplete calls.

Other auditing criteria to be discussed

- Any hosted data stored by the ASP is wholly and solely owned by the City & County of Denver (CCD).
- No entity other than the City may access or derive benefit of any type from the hosted data without prior written approval from CCD.
- Any transmission of sensitive data shall be encrypted in a way that satisfies CCD security and data protection requirements.
- Storage of any sensitive data shall be in an encrypted for that satisfies CCD security and data protection requirements.
- CCD shall have the ability to execute an extraction process, either automated or manual, against the hosted data.
- This access shall include all applicable data and reference information (e.g. lookup tables).
- The system shall adhere to all applicable security standards adopted by CCD. These include PCI, HIPAA, and CJIS.
- The Contractor shall warrant any systems hosted by Contractor for adherence to all applicable security standards adopted by CCD.

III. VOICE BIOMETRICS:

The Vendor's system shall utilize voice biometric authentication for inmate verification.

Securus will provide the most sophisticated voice biometric available in the industry, Continuous Voice Verification (CVV) through JLG's Investigator Pro system – integrated on the Secure Call Platform (SCP).

- CallPlayer Pro™

This playback system gives the power to play and annotate calls faster, with less duplication of effort. Not only will the Investigator Pro assist investigators in identifying which calls should be

targeted to review, it also provides a sophisticated playback system with the power to play and annotate calls faster, with less duplication of effort.

- QuickFind™

Without knowing who to investigate, QuickFind™ by default shows calls during which suspicious activities were detected. Quick summaries of inmates and called telephone numbers can also be presented.

Management Reports

The system shall be capable of producing numerous reports to allow identification of frequent violators, common victims of PIN theft (or are they telephone time brokers), and other call related violations.

IV. SYSTEM REQUIREMENTS:

- The proposed Phone System will have a 4 hour 24/7 response based on criticality i.e. total system outage.
- The Phone System Vendor will respond and repair to requests the next business day for normal repairs i.e. handsets, unit failures, etc. unless the City deems it has an emergency and needs to escalate.
- Provide status update to site administrator every (2) hours or as requested when service at 50% or more of the service at a single site or housing unit is out of service, any call processor or node failure, any failure in call restrictions, functions or any other condition that renders the system incapable of performing all its normal functions.
- Maintain all inmate phones, related equipment and software provided under this Agreement in good working order at all times.
- Repair or replace malfunctioning equipment and return it to good working order when required. CCD reserves the right to request the replacement of equipment when the equipment has repeat malfunctions.
- Respond to all equipment malfunctions within the response times specified in this Agreement.
- The proposed Phone System shall provide call detail reports showing revenue and usage per phone, per line, per facility and any other reasonable grouping at the request of The City.
- This support shall be provided at no cost to The City and Denver Sheriff Department.
- All installations shall be the newest software version. All software revisions, upgrades (purchased and installed) and training shall be provided at no cost to City. There is no hourly cost for the rate of repair and an extension of the maintenance agreement lasts as long as the contract with the City and County of Denver.
- The Phone System shall provide the necessary labor, parts, materials, and transportation to maintain all of the proposed telephones and related equipment in good working order and in compliance with the equipment manufacturer's specifications throughout the life of the contract.
- All requests for service or reports of malfunctions shall go directly to the Phone System's designated HELP Desk line or HELP Desk email system. When problems or requests cannot be handled remotely, the HELP Deskline dedicated service technician for the Denver Sheriff Department will contact an authorized Local Service Contractor to dispatch a technician to the site.
- The Phone System Vendor will provide 1 day of intensive training for 6 Train the Trainers (T3's) to be designated by the Denver Sheriff Department. In addition, current system operating

manuals will be provided at no cost. Soft copy of these manuals is the preferred method. These manuals will be updated by the Phone System Vendor as system changes are implemented. Note that in an effort to adhere to Greenprint Denver initiatives, these manuals may be provided in MS Word and .PDF format.

V. INSTALLATION:

Before installation is complete for each facility, the Phone System's technicians shall perform several system tests to ensure the system is operating as required. These tests shall include but not be limited to making test calls. During station testing, voice prompts, facility branding, validation, and call completion are verified with remote technicians monitoring internal system processes and hardware/software components for proper operation and lastly testing within noisy environments.

Test calls also confirm the station and system's ability to make calls for each call type, i.e., Interlata, Intralata, Local, Person to Person, International, etc. After stations pass post installation testing, call simulations are made from each station simultaneously creating a maximum capacity call traffic load. The maximum load testing measures the reliability of each trunk, ensures proper bandwidth provisioning, and optimum performance of call processors and equipment.

The Phone System Contractor shall test and ensure the quality of installation of any equipment, software, interfaces or other components supplied by the Vendor.

The installation of the system should be completed within 30 days.

VI. WARRANTY AND MAINTENANCE:

The Inmate Phone System installed in the City facilities shall provide the following services as part of this agreement:

A. System Investigative Tools

Call Monitoring

Visual line monitoring and audio monitoring of live conversations. Authorized DSD employee system users are able to listen in real time to selected inmate telephone conversations. Live monitoring does not interrupt the recording process and is not detectable by either the inmate or the called party. Automatically turn off the monitoring option during calls to approved legal counselors. Authorized personnel may selectively turn off monitoring for other calls, by inmate PIN and by destination number, to ensure privacy when it is deemed appropriate. Additional monitoring features are Conference Calling and KwikKill, described in the Call Control section below.

Call Monitoring screen that displays the current status of every inmate telephone line. An authorized Deputy at the workstation can watch the entry in a phone's Status field change. Status entries include: idle, phone off hook, prompts being played, calling destination, and so on. A call entry on this screen will identify the phone from which the call is being made, the destination number, and inmate custody account.

Securus' Secure Call Platform (SCP) Live Monitoring feature provides Denver County authorized users with the tools and the ability to efficiently monitor calls in progress in real-time via any Windows based multi-media PC connected to the Internet regardless of where they are located.

Call Recording

All inmate calls are recorded by the system except those to legal counsel or for which monitoring and recording have been selectively turned off. Recordings will be maintained for one (1) year before being purged. The average number of calls per month is 30,000 and average number of minutes is 550,000.

The recordings for Denver County will be maintained for two (2) years before being purged.

Call Locking

The system allows system users to lock individual call recordings that are of on-going interest. Call locking extends a recording's normal storage period has expired.

Reports

Authorized Investigators and facility administrators can use the system's Call Search screen at the workstation to generate routine or special reports of inmate telephone usage. Call details include inmate phone location and number, destination number, date and time of call, cost of the call (debit calls), inmate PIN, and the call's Start and End codes. Call records of special interest can be reported by specifying particular search criteria, for example, all calls for a particular PIN or destination number. Call records can be searched by specified words or phrases located in investigative notes attached to call records. Call frequency reports are also available by origination number, destination number, or PIN.

Securus' SCP has a dedicated reports writer that provides reports generated online and exported in:

- Excel
- CSV (Comma Separated Values)
- Adobe PDF format

Users can search and analyze call details on all calls placed from each offender telephone through SCP.

Available data including:

- Site name from which the call was placed
- Phone location as labeled in the system
- Facility code
- Dialed number
- Start date/time
- End date/time
- Duration of call
- Inmate Account Number
- Inmate PIN
- Prepaid card number if used
- Inmate first, middle, and last name
- Type of call (voice mail, person call, prepaid call, debit call, etc.)
- Status of call (complete/incomplete)
- Reason for call termination
- Reason for block
- Call properties (watched number, RCF detected, three- way attempt, private number)
- Destination zone

- Desired results per page
- Search notes by words, phrases, phone numbers

Notes And Note Search

The Notes feature should allow the system user to attach note documents to call records. A Note might contain case number, an investigative project name or other pertinent information. The system Search can immediately retrieve all call records with Notes that contain a specified number, work, or phrase. Notes can be saved to disk with formatting or as plain text to be used later in a word processing program like Microsoft Word.

When searching for Call Tracker entries, authorized users can easily navigate to the simple to use Call Tracker Search tool. The Call Tracker Search tool allows authorized users the ability to search for Call Tracker entries by tracking number, authorized user first and last name, phone number dialed, inmate account number and PIN, and complete a full text search on the notes added to the call, such as gang affiliation and the start / end date of a call. As with every report in the SCP user interface, the search results are exportable to Excel, PDF, or CSV.

Hot Number Alert

The system will permit facility personnel to designate Hot Numbers, which may be specific destination numbers or inmate PINs. Should a call be initiated to a hot number or by an inmate with a hot PIN, the system should automatically dial up to three pre-programmed destination numbers - telephones or pagers of facility personnel. If a telephone is called, the system prompts for a secure pass code before connecting the call and allowing the alerted official to hear the inmate's conversation. If a pager is called, the system reports the the number being dialed and identifies the inmate making the call.

Covert Alert has the capability to bridge a call to an authorized remote number for those dialed numbers, phones, or inmates PIN, that are under surveillance by the investigative unit. The Covert Alert feature allows authorized personnel to monitor a call, from any designated remote location, while the call is in progress.

Security Envelope and Expert Witness

The system provides a security envelope that remains intact when the recording is transferred to a compact disk (CD) and played back for evidence. The security envelope ensures the authenticity of date, time, and telephone numbers involved. Any alteration to a call record or its encrypted information would be immediately detectable. The integrity of the security envelope is checked each time before a call can be played back. The Phone System Vendor will provide expert testimony free of charge to any jurisdiction on the authenticity of system recordings.

System Call Control Features

- Automated Operator With Multi-Lingual Prompts

Automated operator inmate calls, eliminating access to a live operator and preventing any communication with a called party until that party positively accepts the call. Voice prompts by the system automated operator provide complete user instructions without the need for additional directions. Prompts in English and Spanish should be provided with the option for up to nine (9) different languages at once.

- Branding and Pre-Recorded Names

When a called party lifts the receiver, the system automated operator announces that the call is from an inmate at a correctional facility. Both facility and the inmate are named, using prerecorded information.

- Rate Quote And Self-Block For Family And Public Protection

The system automated operator will quote rates to called parties before they accept collect calls to help ensure that families and friends of inmates do not receive unexpectedly high telephone bills. Additionally, before call acceptance, the automated operator gives called parties an option to request that calls from the correctional facility be blocked.

- Call Blocking - Facility Controlled And Automatic

At the system workstation, authorized facility personnel can specify an unlimited number of destination numbers that the system is to block, disallowing inmate calls to those numbers. A Call Block list may be created for the entire facility. The system should automatically block incoming calls and a set of destination numbers and/or prefixes that might allow an inmate to access a live operator, an open line, or un-billable numbers.

During installation, a global call blocking table is established, which immediately prevents inmates from making calls to specific numbers.

- Call Allow Lists

When inmate PINs are used, a limited list of allowed destination numbers, assigned to each inmate that need to be blocked can be created. To further save administrative time, the system should automatically generate a Call Allow list for each inmate, comprised of the first few numbers the inmate calls. Call Allow lists may also be manually created and/or modified by authorized facility personnel. Securus' Personal Allowed Numbers (PAN) feature allows administrators to associate a "personal allowed number" list with each PIN, so that the inmate cannot make calls, except to those prespecified numbers on his or her list.

- Conference Calling

The system allows personnel with the appropriate security profile to break in on an inmate call-in-progress and talk to both parties (inmate and called party).

- Quick Kill

The system should allow an authorized system user to terminate a call-in-progress instantly.

- Personal Identification Numbers (Pin) Control

In order for an offender to make phone calls via a Vendor's phone system and be able to buy phone time, the offender has to have an active phone debit account with the Vendor's phone system and a PIN provided by the Syscon Justice System, Elite.

- Pin Auto Enrollment

A temporary PIN will be generated and sent to the Vendor every time an offender gets booked as part of the Open Account request.

- Phone Scheduler

Inmate telephone usage may be controlled by ON/OFF schedules preset for particular times of day and days of the week. A phone usage schedule can be customized for an individual telephone, groups of phones (e.g. all phones in a cell block), inmate PIN and/or destination number. SCP allows authorized users to immediately disable a telephone, group of telephones, or entire facility, using any personal computer with access to the Internet.

- Programmable Call Duration And Call Velocity

The system should be able to be programmed to limit the duration of inmate calls from one to two hundred fifty-five (255) minutes, in one-minute intervals. A call duration limit may be applied to an individual PIN, groups of PINs, individual phone stations or a group of phones. An inmate's Call Velocity, or the number of calls allowed within a given time period may be limited at the facility's discretion.

The system can set a maximum time limit for any type of call and/or all calls related to an individual phone or group of phones and an individual PIN and/or all PINs. In addition, many restrictions may be tagged to any PIN, telephone, or group of phones.

Examples of restrictions include:

- Maximum duration of a call for PIN
- Maximum number of concurrent calls to any number or from that PIN
- Maximum number of attempted calls or completed calls in specified time frame for PIN.
- Maximum number of minutes allowed per day, week, or month
- An inmate's Call Velocity, or the number of calls allowed within a given time period, may be limited at the facility's discretion.

- Free Calls

The system may be configured to allow free calls to pre-selected local numbers such as public defender's office or private attorneys. Free calls may be designated facility-wide or for individual inmates, using the PIN system. All free calls are reported as such in monthly call detail reports. First Calls Free Securus can provide the County with the ability to configure free call(s) by both inmate and phone group through SCP's First Calls Free feature. This feature was designed specifically for the corrections industry to provide an efficient, automated way for staff to:

- Easily comply with legal or regulatory free call requirements.
- Manage free calls with no manual intervention.
- Prevent the abuse of free calls and the resulting loss of calling revenue.

- Speed Dial

The system should allow for Speed Dial, numbers to be easily programmed.

Fraud Prevention Features

- Three-Way Call Detection

Three way calls are detected and blocked by the hardware and software. Upon detection of a threeway call attempt, the system should provide the following options: disconnect the call; flag the call for further investigation; play a voice prompt warning; any combination of these options.

Capability Means to a Correctional Facility

- Detection Of Extra Digits Dialed

The system should be capable of detecting extra digits dialed during an inmate call. Upon detection,. Additional actions may be specified by the facility. For example, the system can play a warning message and/or terminate the call. The system, by default, does not allow the inmate to press additional digits.

- Real-Time Number Validation

The system should validate calls in real time, during call setup. Destination numbers are checked against facility-wide controls, such as call block list and call schedule. If PINs are in use, the number is also checked against the inmate's personal call block, call schedule, and calls allow lists. If valid, the number is passed to a line information database hub to check for fraud/bad debt attributes, operational status, and billable status. If the destination number is valid, a signal is returned to the phone to authorize the call; otherwise the automated operator informs the inmate and terminates the call.

System Security And Other Features

- Password Security With Single Log-In

Access to the system controls shall be password protected by a user security profile system. Multiple City users shall have access only to those functions that correspond to their assigned security level and a single log-in that gives an individual access to all features for which he or she is approved. The Chief, Major or system administrator assigns and controls access for all other users. The system should maintain a user log that records system access and any changes that occur while a user is logged in. The administrator may modify the initial access levels and/or create additional levels based on facility clearance objectives and designated entry to each tool in accordance with this requirement.

- Automatic System Updates With No Shutdown Required

The system configurations and updates shall be accomplished without requiring a system shutdown, except for allowed outage windows. New version updates are to be provided periodically, as they become available, by automatic download from the Vendor. Configuration changes and special updates are done via remote access by Phone System Vendor's technicians.

- Continuous On-Line Diagnostics And Automated Trouble Ticket Generation Phone System

Vendor system shall perform self-diagnostics every two minutes. In the event that a component fails the diagnostic tests, the system shall automatically generate a trouble ticket in the form of an email that can be sent to the support center as well as the Securus onsite technician for Denver County..

- Network Ready

Systems and users can be networked to a facility's existing local area network or wide area network to easily connect multiple users or locations. This networking is accomplished using TCP/IP protocol.

- Deputy Check-In

The system should allow deputies to check-in using inmate phones throughout the facility. The facility administrator can generate a check-in report based on the name of the deputy, or the date

and time. All information for each deputy check-in should be able to be viewed using a systems check-in audit report.

Hardware and Software Expansions and Upgrades:

- Adds And Removals Of Phones

Throughout the contract period, at no cost to Denver, the Phone System Vendor will add, remove, or move telephone units as needed to accommodate fluctuations in inmate population. New phones and whole new facilities could be added with minimal or no disruption to the functionality of an existing system.

VII. THREADS™

DESCRIPTION:

The THREADS™ application allows authorized law enforcement users to analyze corrections and communications data from multiple sources to generate targeted investigative leads. THREADS™ has three main components: data analysis, data review, and data import. In addition, THREADS™ offers an optional “community” feature, which allows member correctional facilities to access and analyze corrections communications data from other correctional facilities within the community and data imported by other community members. City’s use of THREADS™ is governed by and conditioned upon the terms set forth herein.

COMMUNITY FEATURE:

City has elected to opt in to the community feature. The community feature allows authorized users access to analyze communications data generated from other corrections facilities within the community, as well as any data imported or added by other authorized community members. City acknowledges and understands that data from its facility or facilities will be made available to the community for analysis and review.

TERMS OF USE:

1. City will comply with all privacy, consumer protection, marketing, and data security laws and government guidelines applicable to City’s access to and use of information obtained in connection with or through the THREADS™ application. City acknowledges and understands that the City is solely responsible for its compliance with such laws and that Contractor makes no representation or warranty as to the legality of the use of the THREADS™ application or the information obtained in connection therewith. Contractor shall have no obligation, responsibility, or liability for City’s compliance with any and all laws, regulations, policies, rules or other requirements applicable to City by virtue of its use of the THREADS™ application.
2. City acknowledges that the information available through the THREADS™ application includes personally identifiable information and that it is City’s obligation to keep all such accessed information secure. Accordingly, City shall (a) restrict access to THREADS™ to those law enforcement personnel who have a need to know as part of their official duties; (b) ensure that its employees (i) obtain and/or use information from the THREADS™ application only for lawful purposes and (ii) transmit or disclose any such information only as permitted or required by law; (c) keep all user identification numbers confidential and prohibit the sharing of user identification numbers; (d) use commercially reasonable efforts to monitor and prevent against

unauthorized access to or use of the THREADS™ application and any information derived therefrom (whether in electronic form or hard copy); (e) notify Contractor promptly of any such unauthorized access or use that City discovers or otherwise becomes aware of; and (f) unless required by law, purge all information obtained through the THREADS™ application and stored electronically or on hard copy by City within ninety (90) days of initial receipt or upon expiration of retention period required by law.

3. City understands and acknowledges that all information used and obtained in connection with the THREADS™ application is "AS IS." City further understands and acknowledges that THREADS™ uses data from third-party sources, which may or may not be thorough and/or accurate, and that City shall not rely on Contractor for the accuracy or completeness of information obtained through the THREADS™ application. City understands and acknowledges that City may be restricted from accessing certain aspects of the THREADS™ application which may be otherwise available. Contractor reserves the right to modify, enhance, or discontinue any of the features that are currently part of the THREADS™ application. Moreover, if Contractor determines in its sole discretion that the THREADS™ application and/or City's use thereof (1) violates the terms and conditions set forth herein and/or in the Agreement or (2) violates any law or regulation or (3) is reasonably likely to be so determined, Contractor may, upon written notice, immediately terminate City's access to the THREADS™ application and shall have no further liability or responsibility to City with respect thereto.

4. Contractor shall have no liability to City (or to any person to whom City may have provided data from the THREADS™ application) for any loss or injury arising out of or in connection with the THREADS application or City's use thereof. If, notwithstanding the foregoing, liability can be imposed on Contractor by City, City agrees that Vendor's aggregate liability, excluding any indemnification obligations, for any and all losses or injuries arising out of any act or omission of Contractor in connection with the THREADS™ application, 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, shall never exceed \$100.00. City covenants and promises that it will not seek to recover from Contractor an amount greater than such sum even if City was advised of the possibility of such damages. Contractor does not make and hereby disclaims any warranty, express or implied, with respect to the THREADS™ APPLICATION. Contractor does not guarantee or warrant the correctness, completeness, LEGALITY, merchantability, or fitness for a particular purpose of the THREADS™ APPLICATION or information OBTAINED IN CONNECTION THEREWITH. In no event shall Contractor be liable for any indirect, incidental, or consequential damages, however arising, incurred by City from receipt or use of information obtained in connection with the threads™ application or the unavailability thereof.

5.

VIII. LOCATION BASED SERVICES

DESCRIPTION

Securus' Location Based Services ("LBS") provides City with a mobile device user's approximate geographical location ("Mobile Location Data" or "MLD") by way of (i) information derived from calls placed on a Securus device by an inmate confined at a City

Facility and received by such mobile device user, or (ii) mobile device user information (such as mobile device number) provided to Securus by City. When a mobile device user's prior approval is required by law for MLD to be provided to City, such approval will be obtained in accordance with wireless carrier-approved disclosure and opt-in processes. LBS will capture approximate latitude and longitude coordinates of a mobile device user at the times at which the called party accepts the call, and when the call ends. LBS will display geographical information on a map and will combine covert alert functionality with approximate geographical coordinates when calls are accepted by the called party or end, and operate on demand in (near) real time. City's use of LBS is governed by and conditioned upon the terms set forth herein.

TERMS OF USE:

1. City will comply with all privacy, consumer protection, marketing, and data security laws and government guidelines applicable to City's access to and use of information obtained in connection with or through the Location-Based Services application. City acknowledges and understands that the City is solely responsible for its compliance with such laws and that Contractor makes no representation or warranty as to the legality of the use by City of the Location-Based Services application or the information obtained in connection therewith. Contractor shall have no obligation, responsibility, or liability for City's compliance with any and all laws, regulations, policies, rules or other requirements applicable to City by virtue of its use of the Location-Based Services application.
2. City acknowledges that the information available through the Location-Based Services application includes personally identifiable information and that it is City's obligation to keep all such accessed information secure. Accordingly, City shall (a) restrict access to Location-Based Services to those law enforcement personnel who have a need to know as part of their official duties; (b) ensure that its employees (i) obtain and/or use information from the Location-Based Services application only for lawful purposes and (ii) transmit or disclose any such information only as permitted or required by law; (c) keep all user identification numbers confidential and prohibit the sharing of user identification numbers; (d) use commercially reasonable efforts to monitor and prevent against unauthorized access to or use of the Location-Based Services application and any information derived therefrom (whether in electronic form or hard copy); (e) notify Contractor promptly of any such unauthorized access or use that City discovers or otherwise becomes aware of; and (f) unless required by law, purge all information obtained through the Location-Based Services application and stored electronically or on hard copy by City within ninety (90) days of initial receipt or upon expiration of retention period required by law.
3. City understands and acknowledges that all information used and obtained in connection with the Location-Based Services application is "AS IS." City further understands and acknowledges that Location-Based Services uses data from third-party sources, which may or may not be thorough and/or accurate, and that City shall not rely on Contractor for the accuracy or completeness of information obtained through the Location-Based Services application. City understands and acknowledges that City may be restricted from accessing certain aspects of the Location-Based Services application which may be otherwise available. Contractor reserves the right to modify, enhance, or discontinue any of the features that are currently part of the

Location-Based Services application. Moreover, if Contractor determines in its sole discretion that the Location-Based Services application and/or City's use thereof (1) violates the terms and conditions set forth herein and/or in the Agreement or (2) violates any law or regulation or (3) is reasonably likely to be so determined, Contractor may, upon written notice, immediately terminate City's access to the Location-Based Services application and shall have no further liability or responsibility to City with respect thereto.

4. Contractor shall have no liability to City (or to any person to whom City may have provided data from the Location-Based Services application) for any loss or injury arising out of or in connection with the Location-Based Services application or City's use thereof. If, notwithstanding the foregoing, liability can be imposed on Contractor by City, City agrees that Vendor's aggregate liability, excluding any indemnity obligations, for any and all losses or injuries arising out of any act or omission of Contractor in connection with the Location-Based Services application, 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, shall never exceed \$100.00. City covenants and promises that it will not seek to recover from Contractor an amount greater than such sum even if City was advised of the possibility of such damages. Contractor does not make and hereby disclaims any warranty, express or implied, with respect to the Location-Based Services APPLICATION. Contractor does not guarantee or warrant the correctness, completeness, LEGALITY, merchantability, or fitness for a particular purpose of the Location-Based Services APPLICATION or information OBTAINED IN CONNECTION THEREWITH. In no event shall Contractor be liable for any indirect, incidental, or consequential damages, however arising, incurred by City from receipt or use of information obtained in connection with the Location-Based Services application or the unavailability thereof.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/23/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis of Texas, Inc. c/o 26 Century Blvd. P.O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME: PHONE (A/C, No, Ext): (877) 945-7378 FAX (A/C, No): (888) 467-2378 E-MAIL ADDRESS:	
INSURED Securus Technologies, Inc. 14651 Dallas Parkway Suite 600 Dallas, TX 75254-8815	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Travelers Indemnity Co. of America	25666
	INSURER B: Charter Oak Fire Insurance Company	25615
	INSURER C: Travelers Indemnity Company of CT	25682
	INSURER D: Standard Fire Insurance Company	19070
	INSURER E:	
INSURER F:		


COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY	X		6305D560508	9/9/2013	9/9/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY	X		8105D532509	9/9/2013	9/9/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$ Comp & Coll Ded \$ 1,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR	X		CUP7113P326	9/9/2013	9/9/2014	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						AGGREGATE \$ 5,000,000
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N N	N/A	X UB5D513439	9/9/2013	9/9/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
THIS CERTIFICATE VOIDS AND REPLACES PREVIOUSLY ISSUED CERTIFICATE DATED: 9/23/2013
For States: AK, WI, WV, VA, UT, TX, TN, SD, SC, RI, PA, OR, OK, NC, NM, NJ, NV, NE, MT, MO, MS, MN, MI, MA, MD, LA, KY, KS, IA, IN, IL, ID, GA, FL, CT, CO, CA, AR, AZ, AL

The City and County of Denver, its elected and appointed officials, employees and volunteers are named as Additional Insureds with regards to Commercial General Liability policy and the Business Auto policy
The above referenced policy(s) include a Waiver of Subrogation in favor of the certificate holder.
Coverage is Primary and Non-Contributory.

CERTIFICATE HOLDER City & County of Denver Purchasing Division 201 W. Colfax Ave., Sept. 304, 11th Floor Denver, CO 80202	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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DENVER
THE MILE HIGH CITY

Office of Human Resources
Denver's Human Resource Agency

201 W. Colfax, Department 412
Denver, CO 80202
p: 720.913.5751
f: 720.913.5720
www.denvergov.org/csa

TO: All Users of the City of Denver Prevailing Wage Schedules
FROM: Seth Duhon-Thornton, Staff Human Resources Professional
DATE: Friday August 2, 2013
SUBJECT: Latest Change to Prevailing Wage Schedules

Please be advised, prevailing wage rates for some building, heavy, and highway construction trades have not been updated by the United States Department of Labor (DOL) since March 1, 2002. The Career Service Board, in their meeting held on April 21, 2011, approved the use of the attached supplemental wage rates until prevailing wage rates for these classifications of work are again published by the United States Department of Labor in accordance with the Davis-Bacon Act. The rates will be provided as a supplemental to the Davis-Bacon Building rates issued by OHR.

The attached Prevailing Wage Schedule is effective as of **Friday August 2, 2013** and applies to the City and County of Denver for **BUILDING CONSTRUCTION PROJECTS** (does not include residential construction consisting of single family homes and apartments up to and including 4 stories) in accordance with the Denver Revised Municipal Code, Section 20-76(c).

General Wage Decision No. CO130004
Superseded General Decision No. CO20120004
Modification No.11
Publication Date: 07/26/2013
(5 pages)

Unless otherwise specified in this document, apprentices shall be permitted only if they are employed pursuant to, and individually registered in, a bona fide apprenticeship program registered with the U.S. Department of Labor (DOL). The employer and the individual apprentice must be registered in a program, which has received prior approval, by the DOL. Any employer, who employs an apprentice and is found to be in violation of this provision, shall be required to pay said apprentice the full journeyman scale.

For questions call (720) 913-5018

Attachments as listed above.

General Decision Number: CO130004 07/26/2013 CO4

Superseded General Decision Number: CO20120004

State: Colorado

Construction Type: Building

County: Denver County in Colorado.

BUILDING CONSTRUCTION PROJECTS (does not include residential construction consisting of single family homes and apartments up to and including 4 stories)

Modification Number	Publication Date
0	01/04/2013
1	01/11/2013
2	02/15/2013
3	03/08/2013
4	04/05/2013
5	04/26/2013
6	05/03/2013
7	05/31/2013
8	06/28/2013
9	07/05/2013
10	07/19/2013
11	07/26/2013

ASBE0028-001 10/01/2012

	Rates	Fringes
Asbestos Workers/Insulator (Includes application of all insulating materials, protective coverings, coatings and finishings to all types of mechanical systems).....	\$ 28.98	13.03

BRCO0007-001 01/01/2011

	Rates	Fringes
BRICKLAYER.....	\$ 22.13	9.89

BRCO0007-005 06/01/2011

	Rates	Fringes
TILE SETTER.....	\$ 25.15	9.18

CARP0001-004 05/01/2009

	Rates	Fringes
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Carpenters:

Acoustical, Drywall Hanging/Framing and Metal Stud, Form Building/Setting.	\$ 26.60	8.89
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CARP1607-002 06/01/2012

	Rates	Fringes
MILLWRIGHT.....	\$ 28.95	11.10

ELEC0068-002 12/01/2012

	Rates	Fringes
ELECTRICIAN (Includes Low Voltage Wiring and Installation of Fire alarms, Security Systems, Telephones, Computers and Temperature Controls).....	\$ 32.10	12.53

ELEV0025-002 01/01/2013

	Rates	Fringes
Elevator Constructor.....	\$ 39.59	25.185

FOOTNOTE:

a. Employer contributes 8% of basic hourly rate for over 5 years' service and 6% basic hourly rate for 6 months' to 5 years' service as Vacation Pay Credit.

PAID HOLIDAYS: New Year's Day; Memorial Day; Independence Day; Labor Day; Veterans Day; Thanksgiving Day; Friday after Thanksgiving Day; and Christmas Day.

ENGI0009-003 06/25/2012

	Rates	Fringes
Power equipment operator - crane		
141 tons and over.....	\$ 25.48	8.62
50 tons and under.....	\$ 24.42	8.62
51 to 90 tons.....	\$ 24.57	8.62
91 to 140 tons.....	\$ 24.72	8.62

IRON0024-001 07/01/2011

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 23.80	10.91

LABO0720-003 05/01/2009

	Rates	Fringes
Laborers:		
Concrete/Mason Tenders.....	\$ 16.52	6.84

PAIN0079-002 08/01/2012		
	Rates	Fringes
Drywall Finisher/Taper		
Hand.....	\$ 18.69	6.37
Tool.....	\$ 19.04	6.37
Painters:.....	\$ 17.99	6.37
PAPERHANGER.....	\$ 18.69	6.37

PAIN0930-001 07/01/2013		
	Rates	Fringes
GLAZIER.....	\$ 28.67	7.52

PLAS0577-001 05/01/2013		
	Rates	Fringes
Cement Mason/Concrete Finisher...	\$ 23.25	10.23

* PLUM0003-001 07/01/2013		
	Rates	Fringes
PLUMBER		
(Excluding HVAC work).....	\$ 33.18	12.44

PLUM0208-001 07/01/2013		
	Rates	Fringes
PIPEFITTER		
(Including HVAC pipe).....	\$ 33.35	12.27

SFCO0669-001 07/01/2013		
	Rates	Fringes
SPRINKLER FITTER.....	\$ 33.09	18.60

SHEE0009-001 07/01/2012		
	Rates	Fringes
Sheet metal worker		
(Includes HVAC duct and		
installation of HVAC		
systems).....	\$ 31.77	12.32

SUCO2001-011 12/20/2001

	Rates	Fringes
Carpenters:		
All Other Work.....	\$ 16.12	2.84
Ironworkers:		
Reinforcing.....	\$ 18.49	3.87
Laborers:		
Brick Finisher/Tender.....	\$ 12.78	1.41
Common.....	\$ 10.62	2.09
Power equipment operators:		
Mechanic.....	\$ 18.48	

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Career Service Authority
Supplemental to the Davis-Bacon *Building* Construction Project rates
(Specific to the Denver projects)
Supp #100, Date: 03-02-2012

Classification		Base	Fringe
Boilermakers		\$30.97	\$21.45
Power Equipment Operators (Concrete Mixers):			
	Less than 1 yd	\$23.67	\$10.67
	1 yd and over	\$23.82	\$10.68
	Drillers	\$23.97	\$10.70
	Loaders over 6 cu yd	\$23.82	\$10.68
	Oilers	\$22.97	\$10.70
Soft Floor Layers		\$16.70	\$9.81
Ironworkers (Ornamental)		\$24.80	\$10.03
Plasters		\$24.60	\$12.11
Plaster Tenders		\$10.79	-
Laborers: Concrete Saw		\$13.89	-
Power Equipment Operators:			
	Backhoe	\$23.67	\$10.67
	Loader up to and incl 6 cu yd	\$23.67	\$10.67
	Motor Grader	\$23.97	\$10.70
	Roller	\$23.67	\$10.67
Truck Drivers (Dump Trucks):			
	6 to 14 cu yds	\$19.14	\$10.07
	15 to 29 cu yds	\$19.48	\$10.11
	Flatbed	\$19.14	\$10.07
	Semi	\$19.48	\$10.11

- To determine the Tile Setters-Marble Mason-Terrazzo mechanic rates—Use Davis Bacon-Building rates adopted by the Career Service Board.
- To determine the Tile Finisher-Floor Grinder-Base Grinder—Use current Career Service Prevailing Wage Schedules.
- Caulkers—Receive rate prescribed for craft performing operation to which caulking is incidental .i.e. glazier, painter, brick layer, cement mason.
- Use the “Carpenters—All Other Work” rates published by the federal Davis Bacon rates for batt insulation, pre-stress concrete and tilt up concrete walls, Roofers (including foundation waterproofing).
- Use the “Laborer—Common”, rates published by the federal Davis Bacon rates for General Housekeeping, Final Cleanup and Fence Installer.

Contract Control Number:

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By _____

By _____

By _____



Contract Control Number: TECHS-201312032-00

Contractor Name: Securus Technologies, Inc.

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

DOUGLAS J. FRIEDNASH, Attorney
for the City and County of Denver

By _____

By _____

By _____



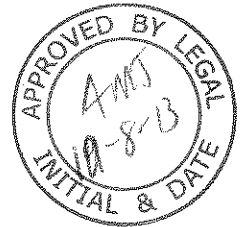
Contract Control Number: TECHS-201312032-00

Contractor Name: Securus Technologies, Inc.

By: _____


Name: Geoffrey M. Boyd
(please print)

Title: CFO
(please print)



ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

