

SEMINOLE COUNTY SHERIFF'S OFFICE
- INMATE TELEPHONE SERVICES AGREEMENT

THIS AGREEMENT is made and entered by and between the Seminole County Sheriff's Office, hereinafter referred to as the SHERIFF, a political subdivision of the State of Florida, whose address is 100 Bush Boulevard, Sanford, Florida, 32773, and Securus Technologies, Inc., hereinafter referred to as PROVIDER, whose address is 14651 Dallas Parkway, Suite 600, Dallas, Texas 75254.

WITNESSETH:

WHEREAS, the SHERIFF oversees operations at the John E. Polk Correctional Facility, located at 211 Bush Boulevard, Sanford, FL 32773, and also oversees operations at several smaller capacity facilities also located in Sanford, FL. And

WHEREAS, in accordance with the results of RFP 2014-01, the SHERIFF desires to obtain the services of the PROVIDER to furnish telephone services to inmates and the public at the John E. Polk Correctional Facility, and other facilities as required, AND

WHEREAS, the PROVIDER is a telecommunications company licensed by the Florida Public Services Commission to provide such telephone services in the State of Florida AND

WHEREAS, the PROVIDER agrees to provide inmate and public telephone services as set forth in RFP 2014-01 and the PROVIDER'S response to the RFP.

NOW, THEREFORE, in consideration of the mutual understandings and agreements set forth herein, the SHERIFF and the PROVIDER agrees as follows:

SECTION I - TERM

- 1.1** The term of this Agreement shall commence upon the date of signature by the PROVIDER and shall terminate three (3) years thereafter, unless otherwise extended or terminated as provided herein.
- 1.2** Upon mutual written consent of the parties, this Agreement may be renewed for three (3) consecutive one (1) year periods.

SECTION II – REPRESENTATION AND WARRANTIES

- 2.1** The PROVIDER warrants that it is a corporation licensed to do business in the State of Florida and that it maintains all licenses and permits, and meets all regulatory requirements necessary to provide inmate and public telephone services at the John E. Polk Correctional Facility and other correctional facilities under the control of the SHERIFF. The PROVIDER further warrants that the representative executing this Agreement has been duly authorized to enter into this Agreement on its behalf.

- 2.2 The SHERIFF warrants that he is authorized by the laws of the State of Florida to enter into this Agreement.

SECTION III – EXCLUSIVE RIGHT

- 3.1 The SHERIFF hereby grants the PROVIDER an exclusive right to provide all inmate and public telephone services at the John E. Polk Correctional Facility.

SECTION IV – SERVICES

- 4.1 The PROVIDER agrees to provide, without cost to the SHERIFF, a correctional facility inmate telephone system consisting of coinless telephones for use by inmates for making collect, prepaid and debit calls and pay telephones located in non confinement areas of the facilities for use by the general public. The requirements of the telephone system shall be in accordance with the statement of work (Exhibit C) and provisions set forth in RFP 2014-01 and the PROVIDER'S response to the RFP, both of which by reference shall be incorporated into and become part of this Agreement.
- 4.2 The PROVIDER agrees to provide local, interlata, intralata, intrastate, interstate, and international calling at rates not exceeding those set forth in the PROVIDER'S bid response to RFP 2014-01. Changes to the initial calling rate structure, which is attached to this Agreement (Exhibit A) may only be accomplished through mutual agreement by the parties in the form of an amendment to this Agreement.
- 4.3 All inmate calls shall be programmed to process collect, prepaid and debit calls only. Calls to a third party and credit card calls shall not be permitted. Charges for calls shall include only the time from the point at which the called party accepts the call and shall end when either party returns to an on-hook condition. There shall be no charges to the called party for call setup time.
- 4.4 The PROVIDER shall provide, at no cost to the SHERIFF, call recording and monitoring equipment and related products identified in Exhibit A (Section 1-Commission Rate) and Exhibit B for the installed inmate telephone system in accordance with the requirements of RFP 2014-01 and the PROVIDER'S bid proposal.
- 4.5 The PROVIDER shall provide training to key personnel identified by the SHERIFF on the operation of the inmate telephone system and the call recording/monitoring system.
- 4.6 The SHERIFF shall not be held liable for any loss, damage or destruction of, or to, the inmate telephone equipment unless willfully or negligently caused by employees or agents of the SHERIFF.

- 4.7 Both parties agree to cooperate and use their best efforts to prevent vandalism and damage to the inmate telephone system and to reduce fraudulent calling practices.

SECTION V – COMMISSIONS/BILLING

- 5.1 The PROVIDER agrees to compensate the SHERIFF a commission of 69.8% percent for professional services called for under this agreement. Commissions shall be calculated as a fixed percentage based upon the gross monthly billings of all calls placed through the inmate telephone system no matter what payment method is utilized by the inmate and/or party called. There shall be no deductions from gross billings for the purposes of calculating the commissions for the Sheriff's Office. Payment shall be made to the SHERIFF in the form of two separate monthly checks; one for 60.0% representing general SHERIFF'S ITS system revenue and the other in the remaining percentage amount of 9.8% representing personnel and operating support expenses. The two separate checks shall be made payable to the Seminole County Sheriff's Office and forwarded to the following address:

Seminole County Sheriff's Office
Financial Services Division
100 Bush Blvd., Sanford, FL. 32773
Ref: Inmate Telephone System

- 5.2 It is acknowledged by the PROVIDER that the commission rate referenced in this Agreement is based upon the PROVIDER'S response to the SHERIFF'S RFP for inmate telephone services and was predicated upon calling rates and allowable fees set forth in the RFP and which said rates/fees are inclusive of Exhibit A of this Agreement. In light of potential FCC regulation of calling rates, it is the understanding of both the SHERIFF and the PROVIDER that unless the FCC or any other regulatory agency expressly prohibits, in writing, the payment of commission rates if/when establishing calling rate caps, then the PROVIDER shall continue to provide such commissions to the SHERIFF if the current rates set forth in this Agreement are less than the regulated rate. In the event that the FCC or other regulatory agency proposes calling rates that are lower than the rates set forth in this Agreement, the SHERIFF shall determine the new calling rate and shall negotiate with the PROVIDER for an adjusted commission rate.
- 5.3 Changes to the commission rate, predicated upon changes in services provided by the PROVIDER upon the request of the SHERIFF may only be accomplished through mutual agreement by the parties in the form of an amendment to this Agreement.
- 5.4 A listing of all authorized call charges that the PROVIDER may impose on the billed party or service "payee" is attached to this Agreement (Exhibit A). Changes to this schedule may only be accomplished through mutual agreement by the parties in the form of an amendment to this Agreement.
- 5.5 The PROVIDER shall make commission payments to the SHERIFF within thirty (30) days after the close of each month. A detailed call activity and billing report shall accompany each commission check.

- 5.6 The PROVIDER agrees to maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly account for all revenues due to and paid to the SHERIFF.

SECTION VI – ASSIGNMENT/SUBCONTRACTORS

- 6.1 This Agreement may not be assigned, sold, or transferred by either party without the written consent of the other party, which shall not be unreasonably withheld, except that the PROVIDER may assign the Agreement to an affiliated PROVIDER company without written consent provided that advance notification shall be given to the SHERIFF.
- 6.2 The selection of a Local, Inter-lata, Intra-lata, and Inter-state carrier for the inmate telephone system and coin pay system shall be made by the PROVIDER
- 6.3 The PROVIDER shall, in accordance with the requirements set forth in RFP 2014-01, not enter into subcontracts for any of the services to be performed hereunder without the prior consent of the SHERIFF with the exception of those subcontractors identified by the PROVIDER in its bid submittal.
- 6.4 The PROVIDER shall be fully responsible for all work performed under this Agreement by subcontractors hired by the PROVIDER. The PROVIDER shall also be responsible for insuring that any subcontractors performing work for the PROVIDER at the John E. Polk Correctional Facility maintain adequate insurance and meet all security requirements as set forth in this Agreement.

SECTION VII – LICENSES AND PERMITS

- 7.1 The PROVIDER shall maintain all licenses, permits and other approvals required for its operations hereunder. The PROVIDER shall pay all fees incurred in connection with obtaining and maintaining such licenses and permits as a cost of operation hereunder.
- 7.2 The PROVIDER acknowledges that it is familiar with all Federal Communication Commission and Florida Public Service Commission Rules and Regulations which pertain to the installation and operation of an inmate telephone system and that they will abide by such rules and regulations.
- 7.3 The PROVIDER agrees that it will abide by all local, state and federal laws, rules and regulations concerning the installation and operation of an inmate and pay telephone system.
- 7.4 Should any changes in laws, rules or regulations by any federal, state or local regulatory agency substantially affect the ability of either party to fulfill its responsibilities under this Agreement, the parties shall renegotiate those portions of

the Agreement adversely affected. If the parties fail to reach an Agreement, either party may cancel this Agreement by providing ninety (90) days notice.

SECTION VIII - CORRECTIONAL FACILITY - SECURITY

- 8.1 The PROVIDER shall provide all information requested by the SHERIFF pertaining to employees of the PROVIDER who will be providing services as set forth in this Agreement at the Correctional Facility for the purposes of the Correctional Facility conducting a background check on said employees. The SHERIFF, at his sole discretion, based upon the results of the background check, may deny access to the Correctional Facility to any employee of the PROVIDER. The SHERIFF may also deny access to any employee of the PROVIDER who in the sole determination of the SHERIFF presents a security risk at the Correctional Facility. It is the responsibility of the PROVIDER to promptly replace any individual who is denied access to the Correctional Facility.

SECTION IX – INSURANCE

- 9.1 The PROVIDER shall at its own cost, procure insurance under this Section.
- 9.2 The PROVIDER shall furnish SHERIFF with a certificate of insurance, signed by an authorized representative of the insurer, evidencing the insurance required by this Section (Professional Liability, Worker’s Compensation/Employer’s Liability and Commercial General Liability). SHERIFF, it’s officials, officers and employees shall be named additionally insured under the Commercial General Liability policy. The Certificate of Insurance shall provide that SHERIFF shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage by policy endorsement or letter form the insurer. Until such a time as the insurance is no longer required to be maintained by PROVIDER, PROVIDER shall provide the SHERIFF with a renewal or replacement certificate has been provided. The certificate shall contain a statement that it is being provided in accordance with this agreement and that the insurance is in full compliance with the requirements of this agreement. In Lieu of the statement on the certificate, PROVIDER shall, at the option of the SHERIFF, submit a sworn notarized statement from an authorized representative of the insurer that the certificate is being provided in accordance with this agreement and that the insurance is in full compliance with the requirements of this agreement. **The certificate shall have this agreement number clearly marked on its face.** In addition to providing the Certificate of Insurance, upon request as required by the SHERIFF, PROVIDER shall, within thirty (30) days after receipt of the request, provide the SHERIFF with a certified copy of each of the policies of insurance providing the coverage required by this section.
- 9.3 Neither approval by the SHERIFF, nor failure to disapprove the insurance furnished by the PROVIDER, shall relieve PROVIDER of its full responsibility for performance of any obligation including PROVIDER’s indemnification of SHERIFF under this agreement.

9.4 Insurance companies providing the insurance under this Agreement must meet the following requirements:

1. Companies issuing policies (other than Workers' Compensation) must be authorized to conduct business in the State of Florida and prove same by maintaining certificates of authority issues to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 624.4621, Florida Statutes.

9.5 Without limiting any of the other obligations or liability of PROVIDER, PROVIDER shall, at its sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this section. Except as otherwise specified in this agreement, the insurance shall become effective prior to the commencement of work by PROVIDER and shall be maintained in force until this agreement's completion date. The amounts and types of insurance shall conform to the following minimum requirements.

9.6 Workers' Compensation/Employer's Liability.

1. PROVIDER's insurance shall cover PROVIDER for liability which would be covered by the latest edition of the standard Workers' Compensation policy as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements.
2. The minimum amount of coverage under the standard Worker's Compensation policy shall be:

\$500,000.00	(Each Accident)
\$500,000.00	(Disease – Policy Limit)
\$500,000.00	(Disease – Each Employee)

9.7 Commercial General Liability:

1. The PROVIDER shall maintain at its sole cost and expense, commercial general liability insurance. The PROVIDER's insurance shall cover the PROVIDER for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form as filed for use in the State of Florida by the Insurance Services Office.
2. The minimum limits to be maintained by PROVIDER shall be as follows:

General Aggregate	Two (2) times the each occurrence limit
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Personal & Advertising	\$500,000.00
Injury Limit	
Each Occurrence Limit	\$500,000.00

9.8 Professional Liability Insurance:

1. PROVIDER shall carry Insurance Liability with limits of not less than FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00).

9.9 The SHERIFF reserves the right to require additional insurance where appropriate.

SECTION X – INDEMNIFICATION

10.1 The PROVIDER agrees to indemnify the SHERIFF, his deputies, employees and agents, harmless from any liability, losses, damages, judgments, liens, expenses and costs sustained or incurred in connection with any claims, suits, actions or proceedings made or brought against any such party as a result of any act or omissions of the PROVIDER, its officers, employees or agents, in the performance of its obligations under this Agreement.

10.2 The SHERIFF agrees to indemnify the PROVIDER, its officers, employees and agents, harmless, to the extent permitted by Florida law, from any liability, loss, damage, judgment, liens, expenses and costs sustained or incurred in connection with any claims, suits, actions or proceedings made or brought against any such party as a result of any acts or omission of the SHERIFF, his deputies, employees or agents.

10.3 The indemnified party shall give prompt notice to the indemnifying party of any action commenced against it in respect of which indemnity may be sought hereunder. An indemnifying party may participate, at its own expense, in the defense of any such action.

10.4 For any claim or cause of action arising under or related to this Agreement, neither party shall be liable to the other for punitive, special or consequential damages, even if the party is advised of the possibility of such damages.

SECTION XI – FORCE MAJUERE

11.1 Neither party hereto shall be liable to the other party for any non-performance in whole or in part of its obligations under this Agreement caused by the occurrence of any contingencies beyond the control of the parties, including, but not limited to; declared or undeclared war; sabotage; insurrection; riot or other acts of civil disobedience; acts of public enemy; acts of governments or agencies affecting the terms of this Agreement; strikes; labor disputes; acts of third parties not within the control of the party whose performance is affected; shortages of fuel; failure of power; accidents; fires; explosions; floods or other national disasters. In the event

that any such contingencies occur, the party whose performance is affected shall have a reasonable time in which to resume performance and such party's non-performance shall not constitute a default unless the party is unable to resume full performance or for any reason fails to make a reasonable attempt to do so.

SECTION XII – TERMINATION/DEFAULT

- 12.1** Notwithstanding any provisions contained in this Agreement to the contrary, the Sheriff may terminate this Agreement in the event of a breach of this Agreement by PROVIDER, provided that PROVIDER does not cure the breach within thirty (30) days after receipt of written notice from the Sheriff.
- 12.2** Default of this Agreement by the PROVIDER shall include but not be limited to the following; failure to pay commissions on time, failure to keep equipment or software maintained in a timely manner, charging telephone customers rates in excess of those agreed upon in the PROVIDER'S bid submittal and as set forth in this Agreement, other considerations preventing the proper operation of inmate telephone services and failure to install inmate telephones where the SHERIFF has deemed a phone necessary, even in a non-revenue location.
- 12.2** Termination of this Agreement for any reason will not relieve the PROVIDER of any obligation of payment of commissions earned up unto the date of cancellation.
- 12.3** The SHERIFF reserves the right to terminate this agreement with or without cause with a minimum ninety (90) day written notice.

SECTION XIII – NOTICE

- 13.1** All notices required by this Agreement shall be in writing and shall be delivered personally or by registered or certified mail, return receipt requested, addressed as follows:

TO SHERIFF:

William Johnson, Manager
Purchasing and Facilities
Seminole County Sheriff's Office
100 Bush Boulevard
Sanford, FL 32773

TO PROVIDER:

Securus Technologies, Inc.
Attention: General Counsel

14651 Dalls Parkway, Sixth Floor
Dallas, Texas, 75254

SECTION XIV – FINAL AGREEMENT / MODIFICATION

- 14.1 This writing, inclusive of the Sheriff's Office issued RFP 2014-01 as amended, the bidders submittal upon which this award was predicated and all attachments to this writing constitute the final expression of the agreement of the parties. It is intended as a complete and exclusive statement of the terms of their agreement. No modification of the Agreement shall be binding on the parties hereto unless it is mutually agreeable, and in writing and signed by the parties hereto.

SECTION XV – RELATIONSHIP OF PARTIES

- 15.1 The parties intend that the PROVIDER shall be an independent contractor to the SHERIFF. Nothing herein shall be construed to create a partnership, joint venture or agency relationship between the parties and neither party shall have the authority to bind the other in any respect.
- 15.2 The PROVIDER agrees for the purposes within the scope of this agreement that under no circumstances shall it be construed that the PROVIDER, his employees or agents are employed by the Seminole County Sheriff's Office, but rather is an independent contractor. Nothing contained herein shall be construed as to confer upon the PROVIDER the rights, privileges, or benefits of Seminole County Sheriff's Office employees.

SECTION XVI – GOVERNING LAW

- 16.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of litigation, venue shall be in Seminole County Florida.

SECTION XVII – COUNTER PARTS

- 17.1 This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

SECTION XVIII – OWNERSHIP AND SECURITY OF DATA/DOCUMENTS

- 18.1 All data and documents that may result from the PROVIDER's services or that may be created during the PROVIDER's performance under this agreement shall be considered the exclusive property of the SHERIFF. Said data and documents which

shall include but not be limited to telephone and video conversion recordings shall be housed in accordance with the Commission on Accreditation for Law Enforcement Agencies (CALEA) standards as applicable, and said system of data/record housing shall be disclosed and subject to the approval of the Sheriff's Office Department of Information Technology.

- 18.2 No data or records created or developed under the terms of this Agreement shall be released to any third party without a) proper and timely notification made to the SHERIFF, and b) receipt of the affirmative authorization for release of said data by a duly authorized representative of the SHERIFF, or c) receipt of an official order authorizing release of said data by a duly authorized court with jurisdiction over the data, and then only after adjudication of any legal proceedings challenging release of the data by the data owner. In all instances, SHERIFF must be notified immediately of any completed unauthorized access to their data and of any unlawful or significant attempted access to their data. The classification of and retention period for said records shall be at the determination of the SHERIFF in accordance with applicable State Law and governing regulations.
- 18.3 PROVIDER will take all necessary physical, technical, administrative, and procedural steps to protect the confidentiality of SHERIFF's data. These steps may include physical security measures, access permission requirements, cybersecurity requirements, criminal history background security checks on employees and contractors with access to systems and data, and geographical location limitations. All listing of all PROVIDER employees, with job titles, that will have access to the data/records created or developed as a result of this Agreement shall be provided to the SHERIFF, who shall have the right to limit data/record access to PROVIDER employees if necessary. If cloud storage services are provided, PROVIDER shall provide a Certificate of Proof of Cybersecurity liability insurance issued or approved by a duly authorized organization with appropriate credentials to verify the technical and operational capabilities and practices of the cloud provider. PROVIDER shall provide timely and appropriate documentation that verifies that it currently maintains Cybersecurity liability insurance in an amount appropriate to the level of risk associated with managing and supporting the SHERIFF, and agrees that it will maintain said insurance throughout the course of its Agreement(s) with the SHERIFF.
- 18.4 Excepting the THREADS feature, PROVIDER shall not data mine or otherwise process or analyze SHERIFF'S data for purposes not explicitly authorized in this agreement. **Excepting the THREADS feature,** PROVIDER shall not capture, maintain, scan, index, share with third parties, or conduct any other form of data analysis or processing of SHERIFF'S data for such purposes as advertising, product improvement, or other commercial purposes. PROVIDER may process or analyze data as necessary for troubleshooting, ongoing and routine performance monitoring to ensure continuity of service, and/or to project future dynamic provisioning requirements. PROVIDER may also process information that is made public by the SHERIFF, either as a matter of policy or as required by law. This agreement takes precedence over and replaces any generally applicable privacy, data access or use, or

similar policy of PROVIDER which might otherwise permit data mining for purposes not explicitly authorized in this agreement.

18.5 Upon termination, cancellation, expiration or other conclusion of this agreement, PROVIDER shall return SHERIFF's data to the agency within thirty (30) days. Data shall be returned to SHERIFF in a format commonly used in the industry and acceptable to SHERIFF. Upon written notice to PROVIDER that SHERIFF has successfully received their data, PROVIDER must destroy all copies of SHERIFF's data and provide written confirmation from PROVIDER of this destruction within thirty (30) days from receipt of notice. PROVIDER shall certify in writing to SHERIFF that such destruction has been completed.

18.6 PROVIDER must maintain the integrity of SHERIFF's data through physical or logical separation between any cloud storage and services provided to SHERIFF and services, if any, provided to other customers. Law enforcement data may not be commingled with data in the PROVIDER'S consumer cloud services, or modified in any way that compromises the integrity of the data. PROVIDER must maintain records of access to SHERIFF's data sufficient to allow the SHERIFF to establish a clear and precise chain of custody for data of evidentiary value. PROVIDER shall notify the SHERIFF if and when it changes the physical location in which the data of evidentiary value is stored.

IN WITNESS WHEREOF, the parties to this Agreement have caused their names to be affixed hereto by the proper officers thereof for the purposes herein expressed.

PROVIDER

Robert Pickens

By: Robert Pickens, President

Date: 12-8-14

Sharon Blankinship

Witness

Sharon Blankinship
Print Name

Corporate Seal: NA

Seminole County Sheriff's Office

Donald F. Eslinger

By: Donald F. Eslinger, Sheriff

Date: 12/23/14

Lisa H. Spriggs

Witness

Lisa H. Spriggs
Print Name

END OF AGREEMENT

Exhibit A - Inmate Telephone Services Agreement

Commission Rates, Calling rates and Fees/Charges set forth in this attachment are from the Provider's RFP response (Transmittal Letter dated April 16, 2014).

1. Commission Rate

80.3% base gross commission with no deductions on all local calls, intra-lata calls, inter-lata calls, and international calls regardless of payment method; collect, pre-paid collect and debit.

Note: there shall be no commissions paid on interstate calls in accordance with FCC mandates and no commissions paid on coin telephone calls.

Commission Reductions:

(6.5%) - Continuous Voice Verification with Investigator Pro through JLG

(2.5%) - Threads Investigative Data Analytics Software

(1.5%) - Location Based Services

69.8% Gross Commission Rate (after deductions)

2. Calling Rates

Payment Type	Call Type	Calling Rate	Per Minute Rate
Collect	Local 15 minute Call	\$2.75	N/A
	IntraLata Call	\$2.75	\$0.30
	InterLata Call	\$2.75	\$0.30
	Interstate Call	\$3.75	\$0.00

Payment Type	Call Type	Calling Rate	Per Minute Rate
Pre-Paid Collect	Local 15 minute Call	\$2.75	N/A
	IntraLata Call	\$2.75	\$0.24
	InterLata Call	\$2.75	\$0.24
	Interstate Call	\$3.15	\$0.00

Payment Type	Call Type	Calling Rate	Per Minute Rate
Debit	Local 15 minute Call	\$2.75	N/A
	IntraLata Call	\$2.75	\$0.24
	InterLata Call	\$2.75	\$0.24
	Interstate Call	\$3.15	\$0.00
	International Call	\$5.99	\$0.89

Payment Type	Call Type	Calling Rate	Per Minute Rate
Coin Telephone	Local Call	\$0.25 – 15 min. call	\$0.25 per 15 minutes
	Long Distance Call	\$0.50 p/m – 4 minute min.	\$0.25 per minute

3. Fees and Charges

Fee Description	Amount	Applicability (Payment)	Applicability (Call Type)
Pre-Paid Account Funding Fee – By Internet	\$2.99	Advance Connect	All
Pre-Paid Account Funding Fee – By Telephone	\$2.99	Advance Connect	All
Pre-Paid Account Funding Fee – By IVR	\$2.99	Advance Connect	All
Minimum Account Funding Amount	\$25.00	Advance Connect	All

Note: No other fees or charges will be assessed to the end-user/payee with the exception of non-discretionary (mandated) federal, state or local regulatory fees/taxes in the minimum amount authorized by law/regulation and made payable to a governmental entity.

Changes to any section within this exhibit may only be accomplished by written addendum to the Agreement.

Exhibit B – Inmate Telephone Systems Agreement

Additional Information pertaining to products provided to the SHERIFF under the terms of this Agreement by the Vendor are set forth within this Exhibit.

INVESTIGATOR PRO™

Product Information for Investigator Pro is as described in the Vendor's RFP response submittal dated April 16, 2014.

THREADS™

Product Information for Threads is as described in the Vendor's RFP response submittal dated April 16, 2014 and the following additional information:

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. Customer's use of THREADS™ is governed by and conditioned upon the terms set forth herein.

COMMUNITY FEATURE:

Customer 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. Customer 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. Customer will comply with all privacy, consumer protection, marketing, and data security laws and government guidelines applicable to Customer's access to and use of information obtained in connection with or through the THREADS™ application. Customer acknowledges and understands that the Customer is solely responsible for its compliance with such laws and that Provider makes no representation or warranty as to the legality of the use of the THREADS™ application or the information obtained in connection therewith. Provider shall have no obligation, responsibility, or liability for Customer's compliance with any and all laws, regulations, policies, rules or other requirements applicable to Customer by virtue of its use of the THREADS™ application.
2. Customer acknowledges that the information available through the THREADS™ application includes personally identifiable information and that it is Customer's obligation to keep all such accessed information secure. Accordingly, Customer 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 Provider promptly of any such unauthorized access or use that Customer 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 Customer within ninety (90) days of initial receipt or upon expiration of retention period required by law.

3. Customer understands and acknowledges that all information used and obtained in connection with the THREADS™ application is "AS IS." Customer further understands and acknowledges that THREADS™ uses data from third-party sources, which may or may not be thorough and/or accurate, and that Customer shall not rely on Provider for the accuracy or completeness of information obtained through the THREADS™ application. Customer understands and acknowledges that Customer may be restricted from accessing certain aspects of the THREADS™ application which may be otherwise available.

LOCATION BASED SERVICES

Product Information for Location Based Services is as described in the Vendor's RFP response submittal dated April 16, 2014 and the following additional information:

DESCRIPTION

Securus' Location Based Services ("LBS") provides Customer 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 Customer Facility and received by such mobile device user, or (ii) mobile device user information (such as mobile device number) provided to Securus by Customer. When a mobile device user's prior approval is required by law for MLD to be provided to Customer, 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. Customer's use of LBS is governed by and conditioned upon the terms set forth herein.

TERMS OF USE:

1. Customer will comply with all privacy, consumer protection, marketing, and data security laws and government guidelines applicable to Customer's access to and use of information obtained in connection with or through the Location-Based Services application. Provider shall have no obligation, responsibility, or liability for Customer's compliance with any and all laws, regulations,

policies, rules or other requirements applicable to Customer by virtue of its use of the Location-Based Services application.

2. Customer acknowledges that the information available through the Location-Based Services application includes personally identifiable information and that it is Customer's obligation to keep all such accessed information secure. Accordingly, Customer 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 Provider promptly of any such unauthorized access or use that Customer 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 Customer within ninety (90) days of initial receipt or upon expiration of retention period required by law.

3. Customer understands and acknowledges that all information used and obtained in connection with the Location-Based Services application is "AS IS." Customer 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 Customer shall not rely on Provider for the accuracy or completeness of information obtained through the Location-Based Services application. Customer understands and acknowledges that Customer may be restricted from accessing certain aspects of the Location-Based Services application which may be otherwise available

2.0 Statement of Work

2.1 Background

The Seminole County Sheriff’s Office is responsible for the management and operation of several Seminole County Correctional Facilities, including the John E. Polk Correctional Facility (JEPCF) and the Seminole County Juvenile Detention Center (JDC). The average daily population (December 2013) of the JEPCF was 814 inmates. The average daily inmate population for the past four (4) fiscal years for inmates housed at the John E. Polk Correctional Facility are listed below. This facility currently has approximately **180** coinless and **2** coin operated inmate telephones. The Sheriff’s Office also operates the Juvenile Detention Center (**5 coinless lines**). The Sheriff’s Office has an obligation to provide inmate telephone services at these facilities. Currently, inmate telephone services are being provided for by Embarq/Century Link. The current commission rate paid by Century Link to the Sheriff’s Office is 50.0% and the annual revenue commissioned to the Sheriff’s Office over the past several fiscal years is as follows:

<u>Fiscal Year</u>	<u>Revenue</u>	<u>ADP (Inmate)</u>
FY 2009/10 (Oct. 1, 2009 – Sept. 30, 2010)	\$463,141.14	873
FY 2010/11 (Oct. 1, 2010 – Sept. 30, 2011)	\$544,027.15	864
FY 2011/12 (Oct. 1, 2011 – Sept. 30, 2012)	\$554,087.69	912
FY 2012/13 (Oct. 1, 2012 – Sept. 30, 2013)	\$487,189.97	795

A chart reflecting minutes and messages details by type of service for the past 12 months is inclusive as an attachment to this RFP (Attachment “F”).

2.2 Purpose

The purpose of this RFP is to establish a thirty-six (36) month contract with up to three (3), one (1) year extension options with a vendor who shall furnish, install, maintain, and provide training for inmate telephone services at specified locations to include local, inter-lata, and intra-lata service for which a commission shall be paid to the Seminole County Sheriff’s Office.

It is to be clearly understood that while the Seminole County Sheriff’s Office is seeking a vendor that will provide a generous commission, the Seminole County Sheriff’s Office is not soliciting for a vendor that will increase the present cost of services to coin and coinless telephone users. An attachment to this RFP details the present rate structure for telephone services at the John E. Polk Correctional Facility.

2.3 Scope of work - overview

The vendor shall provide all labor, supervision and materials required to install, operate and maintain all telephonic communications equipment necessary for the operation of coin, credit card

and collect only telephone stations at no charge to the Sheriff's Office and at locations and in quantities determined by the Sheriff's Office. The vendor shall pay to the Sheriff's Office compensation based upon calls placed from the telephone equipment in accordance with the commission schedule submitted with the proposal.

The vendor shall be responsible for providing all labor required to install telephones, drill holes, pull cables, etc., but these tasks must be coordinated with the correctional facility maintenance staff.

In addition to an inmate telephone system, the Sheriff's Office is also exploring the feasibility of installing a video visitation system at the John E. Polk Correctional Facility to enhance the ability of inmates to communicate with family and friends. Vendors are encouraged to submit proposals that incorporate this solution into their proposal and may submit proposals whereby the commission rate is established for an inmate telephone system with recording and monitoring equipment as set forth within this proposal and a second proposal that includes a commission rate based upon both the recording and monitoring equipment specified within this proposal and a proposed inmate video visitation system. (Reword and move as appropriate)

2.4 Scope of work - general

- A. The vendor shall provide both coin and coinless telephones including installation, connection to owner provide wiring, including instrument programming, setting and testing, miscellaneous ancillary devices including all related connectors and grounding devices required to assure complete and fully operational telephone equipment at the locations designated by the Sheriff's Office. Installation of equipment and commencement of service shall begin as soon as possible upon execution of a contract.
- B. The vendor shall be a full service Inter-Exchange Carrier (IXC), certified at the time of RFP receipt to operate in Florida by the State of Florida Public Service Commission (FPSC) or may subcontract for this service. **Documentation of certification of either the vendor or subcontractor is required with the RFP Proposal.** Pending applications to the FPSC are **NOT** acceptable.
- C. The vendor shall provide local, intra-lata, inter-lata, intra-state, inter-state, and international telephone services for inmates. In order to provide said services, the vendor shall be responsible for coordinating successful assignment to an inter-exchange carrier (IXC) and shall be responsible for insuring that the selected IXC complies with all provisions set forth in this RFP. The IXC shall be responsible for identifying and resolving any interface requirement that is necessary to connect and satisfactorily operate with the awarded vendors system.
- D. The vendor shall provide and install all telephone instruments and associated equipment at no charge to the Sheriff.

- E. The vendor shall provide equipment repair and maintenance services at no cost to the Sheriff.
- F. The vendor shall provide quality telephone service, quality operator service and emergency telephone service.
- G. The vendor must agree to pay all initial set up charges and any other incurred costs to convert, acquire or replace the existing equipment and service.
- H. The vendor must agree to add, delete, or modify the location of telephones at the request of the Sheriff's Office at the prevailing commission rate within a reasonable period of time to be addressed by the vendor in the proposal. The cost of any such additions, deletions, or changes, including wiring, shall be the sole responsibility of the vendor.
- I. All telephones and other equipment provided and installed must be new or in such condition as to be acceptable for use by the Sheriff's Office. All telephones and equipment must comply with all Federal Communications Commission (FCC) and Florida Public Service Commission (FPSC) regulations relating to telecommunications equipment and transmission. All telephones and other equipment, exclusive of wiring and conduit, shall remain the exclusive property of the vendor. The vendor receiving the bid, if different from the Facility's current vendor, may pursue the option of negotiating with the current vendor for the purchase of currently in place telephone instruments, to the extent that such telephone instruments are deemed acceptable to the Sheriff's Office. It shall also be the responsibility of the awarded vendor, if different from the current vendor, to negotiate with the current vendor for transition of existing telephone instruments, recording equipment and other such system property owned by the current vendor.
- J. The telephones and other equipment provided by the vendor shall employ protective equipment on the commercial power supply to protect the inmates and Sheriff's Office personnel against lightning strikes, and commercial power surges or faults. The vendor shall provide or cause the current local exchange to provide, protection for all network services connected to the telephones, which enter or leave the facility. The vendor shall describe within the submitted proposal, the protective devices and measures that will be employed to ensure both electrical and circuit protection.
- K. The number and location of coin and coinless telephones, based solely upon the existing inventory, shall be as follows for the purpose of this RFP:

<u>Location</u>	<u>Coinless</u>	<u>Coin</u>
John E. Polk Correctional Facility, 211 Bush Blvd. Sanford	180	2
Juvenile Detention Center	5	0

- L. Telephone maintenance personnel shall respond to service outages during normal business hours under normal circumstances. **All vendors shall address their maintenance protocol within their submitted proposal to include automatic call out for repair or coin collection, vandalism repair, and cleaning of units.**
- M. The Sheriff shall not be liable for any loss, damage or destruction of or to any of the telephones, equipment, or enclosures.
- N. All telephone equipment, cabling and wiring shall meet or exceed **ALL** FCC, FPSC and ANSI Public Telephone standards, as well as Federal, State and Local laws, regulations, etc., whether such equipment and supporting materials are of the vendors own manufacture or provided by sub-contract.
- O. All telephone instruments shall be maintained and cleaned on a regular schedule.
- P. Any telephone that is damaged or inoperative shall be repaired or replaced within **three (3) business days**.
- Q. The vendor shall pay all bills associated with the operation of the inmate telephone system without deductions from the revenue paid to the Sheriff.
- R. The vendor shall provide monthly reports to the Sheriff, which include call detail information in either electronic or paper format.
- S. The vendor shall provide twenty-four (24) hour per day, seven (7) day per week, customer service center to handle customer complaints, customer refunds or assistance to the caller.
- T. **NO** advertising, message or other information, except as required herein, shall be placed on any telephone or in any telephone enclosure without the prior written approval of the Sheriff.
- U. The vendor shall be required to provide formal training on the use and operation of the monitoring/recording equipment to be placed at the Jail Facility.
- V. The vendor shall provide troubleshooting training to the operations and maintenance personnel of each facility to familiarize them with the potential problems and probable solutions in order to minimize downtime and prevent unnecessary service calls.
- W. An originating grade of service of Erlang (B.01) shall be provided by the vendor in all service areas regardless of the end termination grade of service. During the busy hour, originating traffic shall not exceed Erlang (B.03).

- X. **For coin telephones only** - A grade of service of Erlang (B.01) shall be given on all originating and terminating operator assisted calls. Switch set-up time for calls shall be ten (10) seconds or less. If the call is not set-up, an automated operator shall intervene within five (5) seconds or less for a total of fifteen (15) seconds or less for a call set-up and operator intervention. A live operator shall come on-line within seven (7) seconds or less when a user dials "00-".

2.5 Scope of work – coinless telephones

- A. The telephone instrument shall be surface mounted similar in construction and operating capabilities of equipment presently installed. The instrument shall be suitable for use in a correctional facility environment.
- B. It shall be the responsibility of the awarded vendor to assume complete responsibility for the transition of the current telephone system from the current vendor to the new system proposed by the vendor in this RFP. This responsibility may include the potential acquisition of the current vendor's telephone equipment if mutually agreeable by both parties and the Sheriff's Office or the negotiation with the current vendor for removal of the currently in-place equipment.
- C. Installation of all telephones and related equipment shall be accomplished during normal business hours and in accordance with a schedule approved by the Sheriff's Office.
- D. Each telephone receiver must be hearing aid compatible and tamper resistant.
- E. TDD devices shall be made available for inmate use that meet the requirements set forth in the Americans With Disabilities Act, at locations designated by the Sheriff's Office (John E Polk Correctional Facility has one (1) TDD devices).
- F. Each telephone instrument must reset itself for the next call in order to prevent an inmate from depressing the switch hook to obtain another dial tone.
- G. Each telephone must be equipped with a calling instruction plate which shall inform each user of the telephone that Sheriff's Office personnel may monitor, time, record and restrict service for such telephones. **The calling instruction plate shall further state that information such as date and time of call, duration of call, and originating and terminating telephone numbers are monitored, and that use of the telephone constitutes consent to this service.**
- H. Neither the vendor nor the IXC shall charge or bill for uncompleted calls. Call shall be billed only from the time the end user answers the call.
- I. Telephone instruments utilized shall have automatic problem reporting capabilities and shall

provide notification to the vendor as well as to Sheriff's Office personnel that the instrument is not working properly. The vendor shall notify Sheriff's Office personnel with an estimated repair time and follow up until such time as service is restored.

- J. The vendor shall provide modern on-site call monitoring and recording equipment at each facility and instruction in its use. **The vendor shall describe within the submitted proposal, the features and capabilities, including the amount in days of data storage, of the call monitoring/recording system proposed. See also item Q.**
- K. The vendor shall provide for separate off-site monitoring and recording systems when necessary for investigative purposes and for other necessary monitoring purposes.
- L. The vendor shall provide a means to inhibit any call that could generate a charge to the telephone or any other Sheriff's Office telephone number.
- M. The vendor shall provide a means to inhibit any calls to answering machines, voice mail, or other automated systems if requested by the Sheriff's Office.
- N. The coinless inmate telephones shall be provided with collect and collect person to person calling only and shall be restricted solely to these types of service. Means shall be employed to advise the inter-lata and intra-lata party called that the call is a collect call from the Seminole County Jail along with the name of the inmate calling.
- O. The vendor shall provide a system to permit "free" calling to the Seminole County Public Defenders' Office at no cost to the Sheriff's Office, the Public Defender's Office.
- P. The vendor shall provide a system to permit "free" calling to the Federal Public Defenders Office.
- Q. The Vendor shall provide a system to permit "free" calls to the Prison Rape Elimination Act (PREA) hotline.
- R. The Vendor shall provide a system to permit free calling to the Central Florida Crimeline Tips hotline.
- S. The vendor shall provide a system to permit "free" calling to established Seminole County bail bond companies at no cost to the Sheriff's Office, the Bail Bond Company(s) or the inmate. Please see Attachment "D" for current list of approved bail bond companies.
- T. The vendor shall provide a system to permit "free" visitation phones for use by inmates and their visitors, said phone system to be connected to the telephone monitoring/recording system. Currently the Sheriff's Office has thirty four (34) visitation phone booths in the John E. Polk

Correctional Facility.

- U. If an automated operator is provided, the system shall offer fully automated operator services including collect and collect person to person calling. The system shall have the capability of giving dialing instructions, error prompts, initial contact with the called party, verification of call acceptance, and real time announcement of the inmates name.
- V. The vendor shall propose a system, which allows for control by Sheriff's Office personnel through means of an administrative terminal located in John E. Polk Correctional Facility. Features the Sheriff's Office desires, include, but are not limited to the following:
 - 1. Ability to restrict use of one or more of the telephone instruments in an area or areas at a set time each day or intermittently during the day.
 - 2. Ability to restrict calls/block access from either a specific telephone or all telephones comprising the system to specific telephone numbers.
 - 3. Ability to restrict calls to a predetermined time.
 - 4. Ability to obtain via a "search" feature, call detail information for each telephone, such as date and time of call, number called, duration of call.
 - 5. Ability to monitor calls in progress with no indication to either the telephone user placing the call or the telephone user receiving the call.
 - 6. Ability to access, display, and print real time and historical detail records.
 - 7. Ability to detect and prevent, if requested by the Sheriff, three way calling.
 - 8. The proposed system must be capable of testing by the Sheriff to verify the accuracy of the system.
- R. The vendor **may propose** the use of a Personal Identification Number (PIN) system including an on-site administrator who will be responsible for training and management of the system.

2.6 Scope of work – coin telephones

- A. The Vendor will provide all services that would be typical to this type of telephone service in a governmental setting. **The vendor shall describe within the submitted proposal, the features and capabilities of the coin telephones proposed.**

- B. All telephones shall be surface mounted, similar in construction and operating characteristics and capabilities of currently installed equipment.
- C. The vendor will be required to assume complete responsibility for the acquisition or removal of existing coin telephones at the vendor's expense.
- D. All telephones must be equipped with a calling instruction plate.
- E. All telephones must be hearing aid compatible and be tamper resistant.
- F. The vendor shall provide operator services to all coin telephones.
- G. The vendor shall provide, upon request of the Sheriff, detailed calling activity for each coin telephone

2.7 Inmate Telephone Recording and Monitoring System

The vendor shall provide modern on-site call monitoring and recording equipment for all telephone systems covered in this scope of services. On-site call monitoring and recording equipment shall be provided at each facility along with detailed instructions in its use.

The vendor shall be required to provide formal training on the use and operation of the monitoring/recording equipment to be placed at the Jail Facility.

The vendor shall provide for separate off-site monitoring and recording systems when necessary for investigative purposes and for other necessary monitoring purposes. This primary offsite location is the Sheriff's Administration Building located at 100 Bush Boulevard Sanford, FL 32773 (a few blocks away from the Correctional Facility). Investigators housed at this facility utilize an offsite recording/monitoring station which has a fiber connection to the Correctional Facility.

In order to ensure that the Inmate Telephone Monitoring and Recording System is protected from unauthorized use or tampering, the Vendor shall agree to:

- A. The Sheriff's Office Site Administrator(s) shall have primary access to the Sheriff's Office Inmate Telephone System in regards to the functions of monitoring and recording. No employee of the Vendor or any subcontractor shall have the ability to block or change the monitoring and recording features of the Sheriff's Office Inmate Telephone System without the written authorization of the Sheriff's Office Site Administrator(s), which shall not be unduly withheld.
- B. The Vendor shall ensure the system has an un-erasable audit trail available to the Sheriff's representative to ensure any unauthorized monitoring, recording or tampering with the systems

administrative controls is captured.

- C. The Vendor shall assist the Sheriff's Office Site Administrator(s) with the training necessary to configure the Enforcer System's main screen and screens made available for use by those personnel designated by the Sheriff's Office Site Administrator and/or to make said changes on behalf of the Sheriff's Office Site Administrator when such situations are requested.
- D. The Vendor shall provide the Sheriff's office with a list of Vendor personnel, including any subcontractor personnel, who will have access to the Inmate Telephone System as well as the desired level of access for each user. The Sheriff's Office will provide written authorization for all users employed by the Vendor or a subcontractor, with authorization not to be unduly with-held.
- E. The Vendor shall provide the Sheriff's Office with all retention policies, security policies and procedures for discovery notification.
- F. The Vendor shall work with the Sheriff's Office to create regular reporting of user access into the Inmate Telephone System. Such reports will be of format and frequency mutually agreed upon by the Vendor and Sheriff's Office.
- G. The Vendor shall provide Seminole County Sheriff's Office Personnel unlimited user access licenses to all recordings at no additional cost, licenses may be used by other agencies as deemed appropriate by the Sheriff's Office.
- H. The Vendor's monitoring and recording system shall include the ability to track anytime the system is used by any individual. This tracking feature shall keep a detailed log of what tasks were completed by said individual.
- I. The Vendor shall provide details of any required or proposed software or data exchange interfaces to the Sheriff's Office jail management system. Seminole County Sheriff's Office Information Technologies can provide information as requested for thr Agency's jail management system upon request.

The vendor shall describe within the submitted proposal, the features and capabilities, including the amount in days of data storage, of the call monitoring/recording system proposed.

2.8 Video Visitation System (Alternate)

The Sheriff's Office is seeking vendor solutions for providing a video visitation system for use by inmates incarcerated in the John E. Polk Correctional Facility. **This proposal is listed as an alternate in the vendors bid submittal and is to be considered in addition to the services listed in Section 2.0 "Statement of Work".** The Sheriff's Office is seeking innovative solutions to

providing this service to inmates and will provide additional information at the mandatory pre-bid meeting. Vendors desiring to submit proposals that include a video visitation component must identify the commission schedule associated with providing this equipment in addition to recording and monitoring equipment specified within this proposal (Tab 5.2.3) and a listing of all proposed video visitation equipment (Tab 5.2.10)

End of Section 2