

1 **AGREEMENT**

2 **29149**

3 **THIS AGREEMENT** is made and entered, in duplicate, as of June 1,
4 2005, for reference purposes only, pursuant to a minute order adopted by the City Council
5 of the City of Long Beach at its meeting held on May 3, 2005, by and between T-NETIX
6 INC., a Texas corporation, with a place of business at 2155 Chenault Drive, #410,
7 Carrollton, Texas 75006 ("T-Netix"), and the CITY OF LONG BEACH, a municipal
8 corporation ("City").

9 **1. SCOPE OF SERVICES.**

10 A. T-Netix shall procure, install and maintain all telephones and other
11 hardware necessary for the operation of an inmate phone system (collectively, the
12 "System") located at the Long Beach City Jail, 400 W. Broadway, Long Beach,
13 California 90802, including without limitation the hardware and services described
14 in Exhibit "A" attached hereto. Any installation and/or maintenance performed
15 hereunder shall not interfere or disturb existing City hardware, including without
16 limitation City voice and data ports, and T-Netix shall coordinate with City's
17 Technology Services Department prior to performing any such work.

18 B. T-Netix shall provide local, intraLATA, interLATA, interstate and
19 international telephone service from inmate telephones. The System will have the
20 capability to automatically limit the duration of each telephone call to a duration
21 designated by T-Netix. The System shall have the capability to allow free calls of
22 up to thirty minutes duration as may be reasonably requested from time to time by
23 City, however T-Netix shall have the right to place reasonable limits on the number
24 of free calls City may request over a certain period of time.

25 C. T-Netix shall provide a comprehensive training program more
26 specifically described in Exhibit "B" attached hereto.

27 D. T-Netix shall provide City with the ability to monitor and record inmate
28 phone calls made on the System. City acknowledges that by providing equipment

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333 West Ocean Boulevard
Long Beach, California 90802-4664
Telephone (562) 570-2200

1 that can monitor and/or record phone calls, T-Netix makes no representations as
2 to the legality of recording or monitoring inmate telephone calls.

3 E. T-Netix shall maintain call detail records for a minimum of three (3)
4 years at a secured facility, and at City's request, T-Netix shall prepare and process
5 any reports and/or evidence packages for use in court proceedings.

6 F. At City's request, T-Netix shall make available employees qualified to
7 provide testimony in court proceedings with respect to the continuing functionality
8 and accuracy of the System.

9 G. T-Netix shall provide City with the name and number of a qualified
10 technician employed by T-Netix who will be available to respond to City questions
11 and/or requests 24 hours per day, seven days per week.

12 **2. PAYMENT.**

13 T-Netix shall pay City a monthly commission equal to forty-one percent (41%) of
14 gross billed revenues. City shall not be responsible for any uncollectible telephone bills,
15 nor shall any uncollected amounts be deducted from gross billed revenues. Gross billed
16 revenue shall exclude taxes, government imposed fees or charges, and any applicable
17 billing or security fees. T-Netix shall provide City with a basic monthly statement
18 accompanying payment. T-Netix shall comply with all applicable laws with respect to
19 billing, including without limitation AB 1022.

20 **3. TERM.**

21 The term of this Agreement shall begin on June 15, 2005 ("Effective Date"), and
22 shall end at midnight three (3) years from such date, unless extended or sooner terminated
23 as provided herein. City has the option to extend the initial term of this Agreement by two
24 one-year extension periods. City shall exercise each option by delivering written notice of
25 its election to extend to T-Netix not later than the date which is thirty (30) days prior to the
26 termination date then in effect. City's exercise of its first option to extend shall not obligate
27 City to exercise its second option to extend. If City fails to deliver a written extension notice
28 to T-Netix, this Agreement shall automatically terminate upon the expiration date then in

1 effect.

2 **4. INDEPENDENT CONTRACTOR.**

3 In performing services hereunder, T-Netix is and shall act as an independent
4 contractor and not as an employee, representative, or agent of City. T-Netix shall have
5 control of T-Netix's work and the manner in which it is performed. T-Netix shall be free to
6 contract to provide similar services for others during the term of this Agreement. T-Netix
7 acknowledges and agrees that a) City will not secure workers' compensation or pay
8 unemployment insurance to, for or on T-Netix's behalf, and b) City will not provide and T-
9 Netix is not entitled to any of the usual and customary rights, benefits or privileges of City
10 employees. Neither T-Netix nor any of T-Netix's employees or agents shall represent
11 themselves to be employees or agents of City.

12 **5. KEY PERSONNEL.**

13 T-Netix acknowledges that a substantial inducement to City for entering this
14 Agreement was and is the reputation and skill of Consultant's key employees John
15 O'Keefe, Pete Jensen and Ken Rose. City shall have the right to approve any person
16 proposed by Consultant to replace any of the above-mentioned key employees.

17 **6. INSURANCE.**

18 As a condition to the effectiveness of this Agreement, T-Netix shall procure and
19 maintain the following insurance at T-Netix's expense for the duration of this Agreement
20 and any extensions, renewals or holding over thereof, from insurance companies that are
21 admitted to write insurance in the State of California or from authorized nonadmitted
22 insurance companies that have ratings of or equivalent to A: VIII by A.M. Best Company:

23 A. Commercial general liability (equivalent in scope to ISO form
24 CG 00 01 11 85 or 11 88) in an amount not less than Two Million Dollars
25 (\$2,000,000) per occurrence and Four Million Dollars (\$4,000,000) general
26 aggregate. Such coverage shall include but shall not be limited to broad
27 form contractual liability, independent contractor liability, cross liability, and
28 products and completed operations liability. The City of Long Beach, its

1 officials, employees and agents shall be named as additional insureds by
2 endorsement (equivalent in scope to ISO form CG 20 10 11 85 or CG 20 26
3 11 85), and this insurance shall contain no special limitations on the scope
4 of protection afforded to City, its officials, employees, and agents.

5 B. Commercial automobile liability (equivalent in scope to ISO
6 form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto), in an amount not
7 less than One Million Dollars (\$1,000,000) combined single limit per accident
8 for bodily injury and property damage.

9 C. Professional liability in an amount not less than One Million
10 Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000)
11 general aggregate.

12 D. Workers' compensation as required by the Labor Code of the
13 State of California, and Employer's Liability with minimum limits of One
14 Million Dollars (\$1,000,000) per accident. Such policy shall be endorsed to
15 provide (1) that the insurer agrees to waive all rights of subrogation against
16 City, its officials, employees, and agents for loss paid under the terms of the
17 policy which arise from work performed by T-Netix for City, and (2) that the
18 policy shall not be cancelled, nonrenewed or materially changed to coverage
19 by either party except after thirty (30) days' prior written notice to City.

20 Any subcontractor which T-Netix may use in the performance of this Agreement
21 shall be required to maintain insurance in compliance with the provisions of this Section
22 5 unless otherwise agreed in writing by City's Risk Manager or designee.

23 Any self-insurance program, self-insured retention, or deductible must be approved
24 separately in writing by City's Risk Manager or designee and shall protect City and its
25 officials, employees, and agents in the same manner and to the same extent as they would
26 have been protected had the policy or policies not contained retention provisions.

27 In addition to any other endorsements required herein, each liability insurance policy
28 required herein shall be endorsed to provide that (1) the policy shall not be cancelled,

1 nonrenewed or materially changed in coverage by either party except after thirty (30) days'
2 prior written notice to City, (2) that the policy shall apply separately to each insured who is
3 seeking coverage or against whom a claim is made or a suit is brought, except with respect
4 to the insurer's limit of liability, and (3) that coverage shall be primary and not contributing
5 to any other insurance or self-insurance maintained by City.

6 Prior to the start of performance under this Agreement, T-Netix shall deliver to City
7 certificates of insurance and required endorsements evidencing the insurance coverage
8 required by this Agreement for approval as to sufficiency and form, including any insurance
9 required of T-Netix's subcontractors. The certificates and endorsements shall contain the
10 signature of a person authorized by that insurer to bind coverage on its behalf. In addition,
11 T-Netix shall, at least thirty (30) days prior to expiration of such policies, furnish City with
12 certificates of insurance and endorsements evidencing renewal of the insurance required
13 herein. City reserves the right to require complete certified copies of all insurance policies
14 of T-Netix or any of T-Netix's subcontractors at any time.

15 T-Netix agrees to make available to City all books, records and other information
16 relating to the insurance coverage required by this Agreement during normal business
17 hours.

18 The insurance required herein shall not be deemed to limit T-Netix's liability relating
19 to performance under this Agreement. The procuring of insurance shall not be construed
20 as a limitation of liability or as full performance of the indemnification and hold harmless
21 provisions of this Agreement.

22 Any modification or waiver of the insurance requirements herein shall be made only
23 with the written approval of City's Risk Manager or designee.

24 **7. ASSIGNMENT AND SUBCONTRACTING.**

25 This Agreement contemplates the personal services of T-Netix and T-Netix's
26 employees, and the parties acknowledge that a substantial inducement for City to enter
27 into this Agreement was and is the professional reputation and competence of T-Netix and
28 T-Netix's employees. Except as a result of a merger, sale of assets, or other business

1 combination, T-Netix shall not assign its rights or delegate its duties hereunder, or any
2 interest herein, or any portion hereof, without the prior approval of City. Any attempted
3 assignment or delegation shall be void, and any assignee or delegate shall acquire no right
4 or interest by reason of such attempted assignment or delegation. Other than with respect
5 to inmate billing and collection services, T-Netix shall not subcontract any portion of the
6 performance required hereunder without the prior approval of City, nor substitute an
7 approved subcontractor without the prior approval of City. Approvals requested of City
8 under this Section 7 shall not be unreasonably withheld by City. Nothing stated in this
9 Section 7 shall prevent T-Netix from employing as many employees as T-Netix deems
10 necessary for performance of this Agreement.

11 **8. SUBCONTRACTORS.**

12 T-Netix agrees to and shall bind every subcontractor to the terms of this Agreement
13 provided, however, that nothing herein shall create any obligation on the part of City to pay
14 any subcontractor. Failure of T-Netix to comply with this Section 8 shall be deemed a
15 material breach of this Agreement.

16 **9. MATERIALS.**

17 T-Netix shall furnish all labor and supervision, supplies, material, tools, machinery,
18 equipment, appliances, transportation, and services necessary to or used in the
19 performance of T-Netix's obligations hereunder (collectively, the "Equipment"). T-Netix
20 shall maintain the Equipment in accordance with the service levels set forth in Exhibit "C"
21 attached hereto.

22 **10. OWNERSHIP OF DATA.**

23 All information, including but not limited to, criminal records, audio and video
24 evidence, records and transcripts of telephone calls which at anytime is placed on T-Netix's
25 software or otherwise in the possession of T-Netix as contemplated by this Agreement (the
26 "City Data") shall be the exclusive property of City. Notwithstanding the foregoing, the call
27 detail records maintained by T-Netix pursuant to Section 1.E shall remain the exclusive
28 property of T-Netix.

1 **11. TERMINATION.**

2 A. Either party to this Agreement shall have the right to terminate if the
3 other party defaults in the performance of any obligation under this Agreement and
4 such default continues for more than thirty (30) days after notice thereof to the
5 defaulting party.

6 B. Either party to this Agreement shall have the right to terminate if
7 legislation or court case law prohibits its operation.

8 C. Either party to this Agreement which has a right to terminate this
9 Agreement under Sections 11.A or 11.B or for any other reason, shall effect such
10 termination by delivering written notice of its election to terminate to the other party.
11 Such notice will specify the termination date, which shall be at least sixty (60) days
12 after the delivery of the termination notice. Notwithstanding the delivery of a
13 termination notice, both parties will continue to perform their respective obligations
14 under this Agreement until the termination date.

15 D. Upon termination of this Agreement and at City's request, T-Netix shall
16 submit plans and specifications for the removal of the Equipment and restoration
17 of affected facilities to City for approval. Such approval will not be unreasonably
18 withheld by City. All costs associated with removal and restoration shall be the
19 responsibility of T-Netix. T-Netix shall complete the Equipment removal and
20 restoration process within ninety (90) days of approval of the plan by City.

21 **12. CONFIDENTIAL INFORMATION.**

22 T-Netix shall hold all City Data as confidential. T-Netix shall not release the City
23 Data to outside parties without the written consent of City. To the extent permitted by law,
24 City shall hold all software and documentation provided by T-Netix as confidential. City
25 shall not release or provide access to said software and documentation to outside parties
26 without written consent of T-Netix. City and T-Netix shall apply the same level of protection
27 against disclosure of the other's confidential information as it does for its own.

1 **13. BREACH OF CONFIDENTIALITY.**

2 T-Netix shall not be liable for a breach of confidentiality with respect to City Data
3 that:

- 4 A. T-Netix demonstrates T-Netix knew prior to the time City disclosed it;
5 or
6 B. Is or becomes publicly available without breach of this Agreement by
7 T-Netix; or
8 C. A third party who has a right to disclose does so to T-Netix without
9 restrictions on further disclosure; or
10 D. Must be disclosed pursuant to subpoena or court order.

11 **14. AMENDMENT.**

12 This Agreement, including all exhibits, shall not be amended, nor any provision or
13 breach hereof waived, except in writing signed by the parties hereto which expressly refers
14 to this Agreement.

15 **15. GOVERNING LAW.**

16 This Agreement shall be governed by and construed pursuant to the laws of the
17 State of California (except those provisions of California law pertaining to conflicts of laws).
18 Any action involving this Agreement shall be brought in the Los Angeles County Superior
19 Court, Long Beach District.

20 **16. ENTIRE AGREEMENT.**

21 This Agreement, including all exhibits, constitutes the entire understanding between
22 the parties and supersedes all other agreements, oral or written, with respect to the subject
23 matter contained herein.

24 **17. INDEMNITY.**

25 A. T-Netix shall protect, defend, indemnify and hold City, its officials,
26 employees, and agents (collectively in this Section 17 and Section 23 referred to as
27 "City") harmless from and against any and all alleged claims, demands, causes of
28 action, damages, and liabilities (collectively, "Claims"), incurred by or made against

1 City, which may arise from any negligent or intentionally tortious act, omission or
2 material misrepresentation by T-Netix, or from any negligent act, omission or
3 material misrepresentation by T-Netix's employees or agents, in connection with the
4 performance of T-Netix's obligations under this Agreement.

5 B. T-Netix shall have the exclusive right to defend and, subject to the
6 approval of City's City Council, to settle any Claim tendered by City and against
7 which T-Netix is obligated to indemnify City. City agrees to fully cooperate with T-
8 Netix in the defense of any Claim. If City unreasonably rejects a settlement
9 proposal that is acceptable to T-Netix, T-Netix shall be liable under this
10 indemnification provision for the payment of any judgment or award against City up
11 to the amount of proposed settlement only and shall not defend City against the
12 Claim after City's rejection of the settlement.

13 C. T-Netix shall indemnify City for all reasonable expenses and attorneys'
14 fees incurred by or imposed upon City in connection with any claim for which T-
15 Netix is obligated to indemnify City as provided in this Agreement except T-Netix
16 shall not be obligated to reimburse City for those fees and expenses incurred by
17 City after the refusal by City of a defense offered by T-Netix.

18 D. City shall protect, defend, indemnify and hold T-Netix, its officers,
19 employees, and agents harmless from and against any and all Claims incurred by
20 or made against T-Netix, which may arise from any negligent or intentionally tortious
21 act or omission by City in connection with the performance of City' obligations under
22 this Agreement, except City shall not be obligated to reimburse T-Netix for those
23 fees and expenses incurred by T-Netix after the refusal by T-Netix of a defense
24 offered by City.

25 E. Neither party shall be obligated to indemnify against any special,
26 indirect, incidental or consequential damages or losses.

27 F. Each party shall promptly notify the other of any Claim made which
28 may give rise to a duty to indemnify as provided herein, and neither party shall be

1 responsible for any expense, loss, damage, or liability incurred in responding to any
2 Claim which expense, loss, damage, or liability is incurred more than thirty (30) days
3 prior to the receipt of such notice.

4 **18. AMBIGUITY.**

5 In the event of any conflict or ambiguity between this Agreement and any exhibit,
6 the provisions of this Agreement shall govern.

7 **19. ATTORNEY FEES.**

8 If there is any legal proceeding between the parties to enforce or interpret this
9 Agreement or to protect or establish any rights or remedies hereunder, the prevailing party
10 shall be entitled to its court costs and reasonable attorneys' fees.

11 **20. CHANGES AND EXTRA SERVICES.**

12 Upon mutual written agreement, the parties may make changes within the general
13 scope of work under this Agreement provided, however, that any changes so made shall
14 not result in payment of compensation to T-Netix by way of credits or otherwise without the
15 approval of City's City Council.

16 **21. NONDISCRIMINATION.**

17 In connection with performance of this Agreement and subject to applicable rules
18 and regulations, T-Netix shall not discriminate against any employee or applicant for
19 employment because of race, religion, national origin, color, age, sex, sexual orientation,
20 AIDS, AIDS related condition, handicap, disability, or Vietnam Era veteran status. T-Netix
21 shall ensure that applicants are employed, and that employees are treated during their
22 employment, without regard to these bases. Such actions shall include, but not be limited
23 to, the following: Employment, upgrading, demotion or transfer, recruitment or recruitment
24 advertising, layoff or termination, rates of pay or other forms of compensation, and
25 selection for training, including apprenticeship.

26 It is the policy of City to encourage the participation of Disadvantaged, Minority and
27 Women-owned Business Enterprises in City's procurement process, and T-Netix agrees
28 to use its best efforts to carry out this policy in the award of all approved subcontracts to

1 the fullest extent consistent with the efficient performance of this Agreement. T-Netix may
2 rely on written representations by subcontractors regarding their status. City's policy is
3 attached as Exhibit "D" hereto.

4 **22. NOTICES.**

5 Any notice or approval required hereunder by either party shall be in writing and
6 personally delivered or deposited in the U.S. Postal Service, certified, return receipt,
7 addressed to T-Netix to the attention of the President of T-Netix at the address first stated
8 above, and to City at 333 West Ocean Boulevard, Long Beach, California 90802,
9 Attention: City Manager. Notice of change of address shall be given on the date shown
10 on the return receipt or on the date personal service is obtained, whichever first occurs.

11 **23. PATENT PROTECTION.**

12 A. To the extent that the articles and materials delivered hereunder are not
13 manufactured pursuant to designs originated by City, T-Netix guarantees that the
14 sale and/or use of any or all articles or materials delivered hereunder will not
15 infringe any United States or foreign patents, and T-Netix will defend, indemnify,
16 and save City harmless from any loss, damage or claim in which such infringement
17 is alleged, including reasonable attorneys' fees and other associated expenses
18 provided, however, that:

- 19 1) T-Netix shall not be obligated to indemnify City against any special,
20 indirect, incidental or consequential damages or losses;
- 21 2) Each party shall promptly notify the other of any Claim made against
22 City which may give rise to T-Netix's duty to indemnify City as provided
23 herein, and T-Netix shall not be responsible for any expense, loss, damage,
24 or liability incurred by City in responding to any Claim which expense, loss,
25 damage, or liability is incurred more than thirty (30) days prior to the receipt
26 of such notice by T-Netix; and
- 27 3) T-Netix shall have the exclusive right to defend and, subject to the
28 approval of City's City Council, to settle any Claim tendered by City and

1 against which T-Netix is obligated to indemnify City. City agrees to fully
2 cooperate with T-Netix in the defense of any Claim. If City unreasonably
3 rejects a settlement proposal that is acceptable to T-Netix, T-Netix shall be
4 liable under this indemnification provision for the payment of any judgment
5 or award against City up to the amount of proposed settlement only and shall
6 not be responsible for attorneys' fees and costs expended or incurred to
7 defend City against the Claim after City's rejection of the settlement.

8 B. T-Netix shall indemnify City for all reasonable expenses and attorneys' fees
9 incurred by or imposed upon City in connection with any claim for which T-Netix is
10 obligated to indemnify City as provided in this Agreement except T-Netix shall not
11 be obligated to reimburse City for those fees and expenses incurred by City after
12 the refusal by City of a defense offered by T-Netix.

13 **24. COVENANT AGAINST CONTINGENT FEES.**

14 T-Netix warrants that T-Netix has not employed or retained any entity or person to
15 solicit or obtain this Agreement and that T-Netix has not paid or agreed to pay any entity
16 or person any fee, commission, or other monies based on or from the award of this
17 Agreement. If T-Netix breaches this warranty, City shall have the right to terminate this
18 Agreement immediately, or, in its discretion, to deduct from payments due under this
19 Agreement or otherwise recover the full amount of such fee, commission, or other monies.

20 **25. WAIVER.**

21 The acceptance of any services or the payment of any money by City shall not
22 operate as a waiver of any provision of this Agreement, or of any right to damages or
23 indemnity stated in this Agreement. The waiver of any breach of this Agreement shall not
24 constitute a waiver of any other or subsequent breach of this Agreement.

25 **26. CONTINUATION.**

26 Termination or expiration of this Agreement shall not affect rights or liabilities of the
27 parties which arose under Sections 12, 17, 19, 23, 29, 32 and 34, prior to termination or
28 expiration of this Agreement, and shall not extinguish any warranties hereunder.

1 Termination or expiration of this Agreement shall not affect rights or liabilities of the parties
2 under Sections 10 and 12.

3 **27. TAX REPORTING.**

4 T-Netix shall be solely responsible for payment of all federal and state taxes
5 resulting from payments under this Agreement. T-Netix's Federal Tax Identification
6 Number is [REDACTED].

7 **28. ADVERTISING.**

8 T-Netix shall not use the name of City, its officials, or employees in any advertising
9 or solicitation for business, nor as a reference, without the prior approval of City or
10 designee. T-Netix may list City as a customer as of the date of execution of this
11 Agreement.

12 **29. AUDIT.**

13 City shall have the right at all reasonable times during the term of this Agreement
14 and for a period of five (5) years after termination or expiration of this Agreement to
15 examine, audit, inspect, review, extract information from, and copy all books, records,
16 accounts, and other documents of T-Netix relating directly to this Agreement.

17 **30. THIRD PARTY BENEFICIARY.**

18 This Agreement is intended by the parties hereto to benefit the parties hereto only
19 and is not in any way intended or designed to or entered for the purpose of creating any
20 benefit or right for any person or entity of any kind that is not a party to this Agreement.

21 **31. FORCE MAJEURE.**

22 Neither party hereto shall be considered in default in the performance of its
23 obligations under this Agreement to the extent that performance of such obligations is
24 prevented or delayed by any cause, existing or future, which is beyond the reasonable
25 control of such party. Any delays beyond the control of either party hereto shall
26 automatically extend the time schedules as set forth in this Agreement by the period of any
27 such delay.

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32. LIMITATION OF LIABILITY.

In no event shall either party hereto be liable for any special, indirect, incidental or consequential damages or for loss of City Data or use, loss of profits, goodwill or business, even if advised of the possibility of such damages or losses.

33. WARRANTIES AND CERTAIN DISCLAIMERS.

Except as set forth in this Agreement, T-Netix makes no other warranties, express or implied, including without limitation, any warranties of merchantability or fitness for a particular purpose.

34. JOINT EFFORT.

This Agreement has been created as a joint effort of the parties hereto and shall not be interpreted against either party as the drafter.

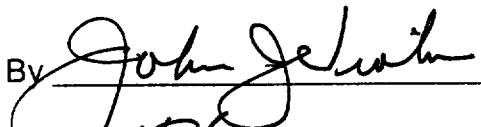
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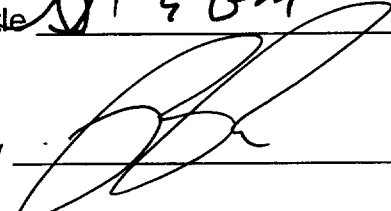
IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed with all of the formalities required by law as of the date first stated herein.

T-NETIX INC., a Texas corporation

5/25/, 2005

By 
Title VP & GM

5/25, 2005

By 
Title VP Service and operations

"T-Netix"

CITY OF LONG BEACH, a municipal corporation

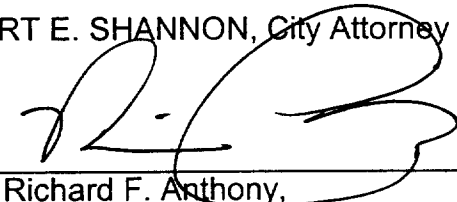
6.a., 2005

By 
City Manager

"City"

The foregoing Agreement is hereby approved as to form this 6th day of June, 2005.

ROBERT E. SHANNON, City Attorney

By 
Richard F. Anthony,
Deputy City Attorney

Robert E. Shannon
City Attorney of Long Beach
333 West Ocean Boulevard
Long Beach, California 90802-4664
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EXHIBIT "A"

SCOPE OF SERVICES

SCOPE OF SERVICES

The proposal must indicate any specifications that cannot be met and a recommended alternative must be included. The following specifications are preliminary and may be reconsidered, if necessary, due to cost effectiveness or technical feasibility.

- RESPONSE: T-NETIX understands and complies with these requirements.**

At a minimum, the contractor shall provide the city of Long Beach with the following services and equipment:

- Detention style, hands free telephones

- RESPONSE: T-NETIX understands and complies with these requirements.**

T-NETIX will provide hands free phones for all the cells.

- Payphones as needed in controlled areas of the facility

- RESPONSE: T-NETIX understands and complies with these requirements.**

T-NETIX will provide four (4) payphones in the trustee inmate housing unit.

- Local and Long Distance service

- RESPONSE: T-NETIX understands and complies with these requirements.**

T-NETIX will be your single source provider for Local and Long Distance services.

- All internal wiring and supporting equipment, including dial tone

- RESPONSE: T-NETIX understands and complies with these requirements.**

The system generates its own internal dial tone as part of remaining separate from the Public Switched Telephone Network (PSTN). To ensure the highest level of security and fraud detection, the system does not

connect a call to the PSTN until it is authorized by the system to be processed. Dial tones heard by inmates are generated internally, eliminating the need for the line to be constantly connected to the PSTN for dial tone generation, and greatly reducing the opportunity for fraudulent activity.

- Ability to control the phone system by a remote computer workstation, either directly connected or through the internet with a secure connection

RESPONSE: T-NETIX understands and complies with these requirements.

The control features of the system may be administered at the on site workstation or remotely by the T-NETIX NSC. Remote workstations for the City may be installed and connectivity will be via modem. To use the workstation or the City LAN, a firewall must first be implemented.

The contractor shall obtain the necessary City of Long Beach business license and any permits required.

RESPONSE: T-NETIX understands and complies with these requirements.

The contractor shall carry the required insurance as specified by the City of Long Beach.

RESPONSE: T-NETIX understands and complies with these requirements.

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EXHIBIT "B"

TRAINING

T-NETIX can customize the training to meet the City of Long Beach's particular needs. We can also do separate classes for different groups of individuals to ensure that we are matching our training to each groups requirements and focus on their individual needs. The T-NETIX Training Outline follows.

Introduction/Overview**Scope of Training****Introduction to the Inmate Calling System (ICS)**

The following topics will be covered in this section:

**INTRODUCTION TO THE T-NETIX ICS:**

The trainer and participants are introduced. An overview of the Inmate Calling System is discussed, including a summary of the advanced features of the System that provide

state-of-the-art fraud control and administrative capabilities.

T-NETIX CALL PROCESSING UNIT:

The trainer describes the hardware components used to process phone calls from the facility to the public telephone system. Participants are made familiar with the location of the Call Processing Unit and any required maintenance or emergency procedures related to the Unit.

OPTIONAL FEATURES:

Optional features, including SECUREvoice™, SECURErelease, and Prepaid Calling offer additional calling solutions for facility. The user will learn how to enroll inmates into each of these programs. Each of these features, functions and controls will be discussed and demonstrated.

ADMINISTRATIVE WORKSTATION (AWS):

The AWS is the hardware that allows authorized users to access the ICS software. Participants are made familiar with the AWS and its basic functions, in preparation for learning the system's advanced functions.

PROCESSING OF CALLS AND THE ARCHIVE AND EXTRACTION CLIENT:

The trainer explains the theoretical operation of the Inmate Calling System and discusses how each separate component of the system interacts with other components to complete calls, record calls, store call detail records, etc.

UTILIZING T-NETIX' ICS ADMINISTRATIVE AND INVESTIGATIVE SOFTWARE:

Each feature of the Inmate Calling System's comprehensive administrative and investigative software is discussed and demonstrated. Participants are encouraged to participate in "hands-on" exercises as the following features are exhibited.

WEBMANAGE:

Login procedures, blocking and unblocking calls to telephone numbers, managing inmate accounts, implementing security on the system, standard and customized call detail reporting, maintaining control over the numbers that are dialed by each inmate. The user will learn the following functions within WebManage:

- ✓ Login to WebManage
- ✓ User ID
- ✓ Facility
- ✓ Contract
- ✓ Administer Inmates
- ✓ Manage Accounts
- ✓ Manage Numbers
- ✓ CDR Queries

A DIVISION OF SECURUS
TECHNOLOGIES

- ✓ **Administer Security**
- ✓ **Manage Users**
- ✓ **Manage Permission Groups**
- ✓ **Facilities**
- ✓ **Permissions**
- ✓ **Profiles**
- ✓ **Administer Configuration**
- ✓ **Configure Facilities**
- ✓ **Configure Block Codes**
- ✓ **Configure Reason Codes**
- ✓ **Reports**
- ✓ **Security Reports**

PHONE SYSTEM MONITOR (PSM):

This training section will cover login procedures, monitoring calls and managing the telephone lines at the facility. Disconnecting active calls, disabling phones, creating alarms for specific activities.

The user will learn the following functions within the Phone System Monitor:

- ✓ **Facility Login**
- ✓ **Monitoring Call Process**
- ✓ **Disconnect active call**
- ✓ **Disable Phones**
- ✓ **Alarms**

SUMMARY OF CONCEPTS:

A thorough review of the features utilized in the day-to-day operations of the Inmate Telephone System is provided to participants.

QUESTIONS:

The trainer will answer questions at any time during the training, and gladly provides participants the opportunity to complete any system task on the actual system as the trainer guides him/her through the steps to completion.

Lab

- ✓ **WebManage**
- ✓ **Numbers**
- ✓ **PINS**
- ✓ **PSM**
- ✓ **Alarm a number**
- ✓ **Change Configuration**
- ✓ **RMS Playback Client**
- ✓ **Active Call**
- ✓ **Make Query**
- ✓ **Build a Case**

Review

The Review portion of the training will consist of exercises relating to topics covered above.

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EXHIBIT "C"

SERVICE LEVELS

1. Outage Report; Technical Support. If either of the following occurs: (a) City experiences an Equipment outage or malfunction or (b) the Equipment requires maintenance (each a "System Event"), then City shall promptly report the System Event to T-Netix's Technical Support Department ("Technical Support"). City may contact Technical Support 24 hours a day, seven days a week (except in the event of planned or emergency outages) by telephone at 866-558-2323, by email at TechnicalSupport@securustech.net, or by facsimile at 800-368-3168. T-Netix shall provide City with commercially reasonable notice prior to any Technical Support outage. For City's calls to Technical Support, the average monthly call answer time shall be 120 seconds or less, provided however, that T-Netix shall endeavor (but shall not be obligated) to achieve an average monthly call answer time of 30 seconds.

2. Priority Classifications. Upon receipt of City's report of a System Event, Technical Support shall classify the System Event as one of the following four priority levels:

a. "Priority 1" means that 60% or more of the functionality of the Equipment is adversely affected by the System Event.

b. "Priority 2" means that 30%-59% of the functionality of the Equipment is adversely affected by the System Event.

c. "Priority 3" means that 5%-29% of the functionality of the Equipment is adversely affected by the System Event.

d. "Priority 4" means that less than 5% of the functionality of the Equipment is adversely affected by the System Event.

3. Response Times. After receipt of notice of the System Event, T-Netix shall respond to the System Event within the following time periods with a 95% or greater

1 rate of accuracy:

- 2 a. Priority 1: 4 hours;
- 3 b. Priority 2: 12 hours;
- 4 c. Priority 3: 24 hours; and
- 5 d. Priority 4: 36 hours.

6 4. Response Process. In all instances, Technical Support shall either initiate
7 remote diagnosis and correction of the System Event or dispatch a field technician to
8 the applicable facility (in which case the applicable regional dispatcher shall contact City
9 with the technician's estimated time of arrival), as necessary.

10 5. Performance of Service. All repair and maintenance of the Equipment
11 performed by T-Netix shall be done in a good and workmanlike manner at no cost to
12 City except as may be otherwise set forth in the Agreement. Any requested
13 modification or upgrade to the Equipment that is agreed upon by City and T-Netix may
14 be subject to a charge as set forth in the Agreement or otherwise and shall be
15 implemented within the time period agreed by the parties.

16 6. Escalation Contacts. City's account will be monitored by the applicable
17 Territory Manager and Regional Service Manager. In addition, City may use the
18 following escalation list if T-Netix's response time exceeds 36 hours: first to the
19 Technical Support Manager or Regional Service Manager, as applicable, then to the
20 Director of Field Services, then to the Executive Director, Service.

21 7. Notice of Resolution. After receiving internal notification that a Priority 1
22 System Event has been resolved, a member of T-Netix's management team will contact
23 City to confirm resolution. For a Priority 2 or 3 System Event, a member of T-Netix's
24 customer satisfaction team will confirm resolution.

25 8. Monitoring. T-Netix shall monitor its back office and validation systems 24
26 hours a day, seven days a week.

27 9. Required IGR. City shall provide a dedicated isolated grounded receptacle
28 ("IGR") for use in connection with the primary system Equipment. Upon request T-Netix

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1 shall provide City with the specifications for the IGR. If City is unable to or does not
2 provide the IGR, then T-Netix will provide the IGR on a time and materials basis at the
3 installer's then-current billing rates, provided that T-Netix shall not be responsible for
4 any delay caused by the failure of City to provide the IGR.

5 10. End-User Billing Services and Customer Care. T-Netix's Correctional
6 Billing Services division shall maintain dedicated customer service representatives to
7 handle end-user issues such as call blocking or unblocking and setting up end-user
8 payment accounts. The customer service representatives shall be available during
9 business hours Monday through Saturday by telephone at 800-844-6591, by email at
10 Support@CorrectionalBillingServices.com, and by facsimile at 800-578-2627. In
11 addition, T-Netix shall maintain an automated inquiry system on its toll-free customer
12 service phone line that shall be available to end-users 24 hours a day, 7 days a week to
13 provide basic information and handle most routine activities. T-Netix shall also accept
14 payments from end-users by credit card, check, and cash deposit (such as by money
15 order or Western Union transfer).

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EXHIBIT "D"

CITY EMPLOYMENT POLICIES

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CITY'S POLICY FOR DISADVANTAGED, MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISES

The City of Long Beach is an equal opportunity employer and requires all Consultants to comply with policies and regulations concerning equal employment opportunity.

The City of Long Beach subscribes to the following goals concerning awards for equipment, material, supplies, and services.

Fifteen percent (15%) DBE/MBE Participation

Fifteen percent (15%) WBE Participation.

Whenever possible, the CONSULTANT should seek to accomplish these goals.