

1 AGREEMENT

2 **32012**

3 THIS AGREEMENT is made and entered, in duplicate, as of November 17,
4 2010, for reference purposes only, pursuant to a minute order adopted by the City
5 Council of the City of Long Beach at its meeting on November 9, 2010, by and between
6 SECURUS TECHNOLOGIES, INC., a Delaware corporation ("Consultant"), with a place
7 of business at 14651 Dallas Pkwy, Suite 600, Dallas, Texas 75254, and the CITY OF
8 LONG BEACH, a municipal corporation ("City").

9 WHEREAS, City requires specialized services requiring unique skills to be
10 performed in connection with providing inmate phone service at the Long Beach City Jail
11 ("Project"); and

12 WHEREAS, City has selected Consultant in accordance with City's
13 administrative procedures using a Request for Proposals ("RFP"), attached hereto as
14 Exhibit "A-1" and incorporated by this reference, and City has determined that Consultant
15 and its employees are qualified, licensed, if so required, and experienced in performing
16 these specialized services; and

17 WHEREAS, City desires to have Consultant perform these specialized
18 services, and Consultant is willing and able to do so on the terms and conditions in this
19 Agreement;

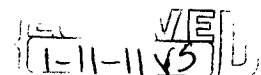
20 NOW, THEREFORE, in consideration of the mutual terms, covenants, and
21 conditions in this Agreement, the parties agree as follows:

22 1. SCOPE OF WORK OR SERVICES.

23 A. Consultant shall furnish specialized services more particularly
24 described in Exhibit "A-2", attached to this Agreement and incorporated by this
25 reference, in accordance with the standards of the profession.

26 B. Consultant may select the time and place of performance for
27 these services; provided, however, that access to City documents, records and the
28 like, if needed by Consultant, shall be available only during City's normal business

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664



1 hours and provided that milestones for performance, if any, are met.

2 C. Consultant represents that Consultant has obtained all
3 necessary information on conditions and circumstances that may affect its
4 performance and has conducted site visits, if necessary.

5 D. CAUTION: Consultant shall not begin work until this
6 Agreement has been signed by both parties and until Consultant's evidence of
7 insurance has been delivered to and approved by City.

8 2. PAYMENT. Consultant shall pay City a monthly commission equal
9 to fifty-one percent (51%) of gross billed revenues, as described in Consultant's Cost
10 Proposal, attached hereto as Exhibit "B" and incorporated by this reference. City shall
11 not be responsible for any uncollectible telephone bills, nor shall any uncollected
12 amounts be deducted from gross billed revenues. Gross billed revenue shall exclude
13 taxes, government imposed fees or charges, and any applicable billing or security fees.
14 Consultant shall provide City with a basic monthly statement accompanying payment.

15 3. TERM. The term of this Agreement shall commence at midnight on
16 December 1, 2010, and shall terminate at 11:59 p.m. on November 30, 2011. The
17 parties have the option to renew this Agreement for two (2) additional one (1) year
18 periods, unless sooner terminated as provided in this Agreement.

19 4. COORDINATION AND ORGANIZATION.

20 A. Consultant shall coordinate its performance with City's
21 representative, if any, named in Exhibit "C", attached to this Agreement and
22 incorporated by this reference. Consultant shall advise and inform City's
23 representative of the work in progress on the Project in sufficient detail so as to
24 assist City's representative in making presentations and in holding meetings on
25 the Project.

26 B. The parties acknowledge that a substantial inducement to City
27 for entering this Agreement was and is the reputation and skill of Consultant's key
28 employee, Pete Jensen. City shall have the right to approve any person proposed

1 by Consultant to replace that key employee.

2 5. INDEPENDENT CONTRACTOR. In performing its services,
3 Consultant is and shall act as an independent contractor and not an employee,
4 representative or agent of City. Consultant shall have control of Consultant's work and
5 the manner in which it is performed. Consultant shall be free to contract for similar
6 services to be performed for others during this Agreement; provided, however, that
7 Consultant acts in accordance with Section 9 and Section 11 of this Agreement.
8 Consultant acknowledges and agrees that (a) City will not withhold taxes of any kind from
9 Consultant's compensation; (b) City will not secure workers' compensation or pay
10 unemployment insurance to, for or on Consultant's behalf; and (c) City will not provide
11 and Consultant is not entitled to any of the usual and customary rights, benefits or
12 privileges of City employees. Consultant expressly warrants that neither Consultant nor
13 any of Consultant's employees or agents shall represent themselves to be employees or
14 agents of City.

15 6. INSURANCE.

16 A. As a condition precedent to the effectiveness of this
17 Agreement, Consultant shall procure and maintain, at Consultant's expense for the
18 duration of this Agreement, from insurance companies that are admitted to write
19 insurance in California and have ratings of or equivalent to A:V by A.M. Best
20 Company or from authorized non-admitted insurance companies subject to
21 Section 1763 of the California Insurance Code and that have ratings of or
22 equivalent to A:VIII by A.M. Best Company, the following insurance:

23 (a) Commercial general liability insurance (equivalent in scope to
24 ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less than
25 \$1,000,000 per each occurrence and \$2,000,000 general aggregate. This
26 coverage shall include but not be limited to broad form contractual liability,
27 cross liability, independent contractors liability, and products and
28 completed operations liability. City, its boards and commissions, and their

1 officials, employees and agents shall be named as additional insureds by
2 endorsement (on City's endorsement form or on an endorsement
3 equivalent in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85 or
4 both CG 20 10 07 04 and CG 20 37 07 04 or both CG 20 33 07 04 and
5 CG 20 37 07 04), and this insurance shall contain no special limitations on
6 the scope of protection given to City, its boards and commissions, and
7 their officials, employees and agents. This policy shall be endorsed to
8 state that the insurer waives its right of subrogation against City, its boards
9 and commissions, and their officials, employees and agents.

10 (b) Workers' Compensation insurance as required by the California
11 Labor Code and employer's liability insurance in an amount not less than
12 \$1,000,000. This policy shall be endorsed to state that the insurer waives
13 its right of subrogation against City, its boards and commissions, and their
14 officials, employees and agents.

15 (c) Professional liability or errors and omissions insurance in an
16 amount not less than \$1,000,000 per claim.

17 (d) Commercial automobile liability insurance (equivalent in scope
18 to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in an
19 amount not less than \$500,000 combined single limit per accident.

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

25 C. Each insurance policy shall be endorsed to state that
26 coverage shall not be reduced, non-renewed or canceled except after thirty (30)
27 days prior written notice to City, shall be primary and not contributing to any other
28 insurance or self-insurance maintained by City, and shall be endorsed to state that

1 coverage maintained by City shall be excess to and shall not contribute to
2 insurance or self-insurance maintained by Consultant. Consultant shall notify City
3 in writing within five (5) days after any insurance has been voided by the insurer or
4 cancelled by the insured.

5 D. If this coverage is written on a "claims made" basis, it must
6 provide for an extended reporting period of not less than one hundred eighty (180)
7 days, commencing on the date this Agreement expires or is terminated, unless
8 Consultant guarantees that Consultant will provide to City evidence of
9 uninterrupted, continuing coverage for a period of not less than three (3) years,
10 commencing on the date this Agreement expires or is terminated.

11 E. Consultant shall require that all subconsultants or contractors
12 that Consultant uses in the performance of these services maintain insurance in
13 compliance with this Section unless otherwise agreed in writing by City's Risk
14 Manager or designee.

15 F. Prior to the start of performance, Consultant shall deliver to
16 City certificates of insurance and the endorsements for approval as to sufficiency
17 and form. In addition, Consultant shall, within thirty (30) days prior to expiration of
18 the insurance, furnish to City certificates of insurance and endorsements
19 evidencing renewal of the insurance. City reserves the right to require complete
20 certified copies of all policies of Consultant and Consultant's subconsultants and
21 contractors, at any time. Consultant shall make available to City's Risk Manager
22 or designee all books, records and other information relating to this insurance,
23 during normal business hours.

24 G. Any modification or waiver of these insurance requirements
25 shall only be made with the approval of City's Risk Manager or designee. Not
26 more frequently than once a year, City's Risk Manager or designee may require
27 that Consultant, Consultant's subconsultants and contractors change the amount,
28 scope or types of coverages required in this Section if, in his or her sole opinion,

1 the amount, scope or types of coverages are not adequate.

2 H. The procuring or existence of insurance shall not be
3 construed or deemed as a limitation on liability relating to Consultant's
4 performance or as full performance of or compliance with the indemnification
5 provisions of this Agreement.

6 7. ASSIGNMENT AND SUBCONTRACTING. This Agreement
7 contemplates the personal services of Consultant and Consultant's employees, and the
8 parties acknowledge that a substantial inducement to City for entering this Agreement
9 was and is the professional reputation and competence of Consultant and Consultant's
10 employees. Consultant shall not assign its rights or delegate its duties under this
11 Agreement, or any interest in this Agreement, or any portion of it, without the prior
12 approval of City, except that Consultant may with the prior approval of the City Manager
13 of City, assign any moneys due or to become due Consultant under this Agreement. Any
14 attempted assignment or delegation shall be void, and any assignee or delegate shall
15 acquire no right or interest by reason of an attempted assignment or delegation.
16 Furthermore, Consultant shall not subcontract any portion of its performance without the
17 prior approval of the City Manager or designee, or substitute an approved subconsultant
18 or contractor without approval prior to the substitution. Nothing stated in this Section
19 shall prevent Consultant from employing as many employees as Consultant deems
20 necessary for performance of this Agreement.

21 8. CONFLICT OF INTEREST. Consultant, by executing this
22 Agreement, certifies that, at the time Consultant executes this Agreement and for its
23 duration, Consultant does not and will not perform services for any other client which
24 would create a conflict, whether monetary or otherwise, as between the interests of City
25 and the interests of that other client. And, Consultant shall obtain similar certifications
26 from Consultant's employees, subconsultants and contractors.

27 9. MATERIALS. Consultant shall furnish all labor and supervision,
28 supplies, materials, tools, machinery, equipment, appliances, transportation and services

1 necessary to or used in the performance of Consultant's obligations hereunder
2 (collectively, the "Equipment"). Consultant shall maintain the equipment in accordance
3 with the service levels set forth in Exhibit "A-2".

4 10. OWNERSHIP OF DATA. All information, including but not limited to,
5 criminal records, audio and video evidence, records and transcripts of telephone calls
6 which at anytime is placed on Consultant's software or otherwise in the possession of
7 Consultant as contemplated by this Agreement (the "City Data") shall be the exclusive
8 property of City. Notwithstanding the foregoing, the call detail records maintained by
9 Consultant shall remain the exclusive property of Consultant.

10 11. TERMINATION.

11 A. Either party shall have the right to terminate this Agreement
12 for any reason or no reason at any time by giving thirty (30) calendar days prior
13 notice to the other party. In the event of termination under this Section, City shall
14 pay Consultant for services satisfactorily performed and costs incurred up to the
15 effective date of termination for which Consultant has not been previously paid.
16 The procedures for payment in Section 1.B. with regard to invoices shall apply.
17 On the effective date of termination, Consultant shall deliver to City all Data
18 developed or accumulated in the performance of this Agreement, whether in draft
19 or final form, or in process. And, Consultant acknowledges and agrees that City's
20 obligation to make final payment is conditioned on Consultant's delivery of the
21 Data to City.

22 B. Upon termination of this Agreement and at City's request,
23 Consultant shall submit plans and specifications for the removal of the Equipment
24 and restoration of affected facilities to City for approval. Such approval will not be
25 unreasonably withheld by City. All costs associated with removal and restoration
26 shall be the responsibility of Consultant. Consultant shall complete the Equipment
27 removal and restoration process within ninety (90) days of approval of the plan by
28 City.

1 12. CONFIDENTIALITY. Consultant shall keep all Data confidential and
2 shall not disclose the Data or use the Data directly or indirectly, other than in the course
3 of performing its services, during the term of this Agreement and for five (5) years
4 following expiration or termination of this Agreement. In addition, Consultant shall keep
5 confidential all information, whether written, oral or visual, obtained by any means
6 whatsoever in the course of performing its services for the same period of time.
7 Consultant shall not disclose any or all of the Data to any third party, or use it for
8 Consultant's own benefit or the benefit of others except for the purpose of this
9 Agreement.

10 13. BREACH OF CONFIDENTIALITY. Consultant shall not be liable for
11 a breach of confidentiality with respect to Data that: (a) Consultant demonstrates
12 Consultant knew prior to the time City disclosed it; or (b) is or becomes publicly available
13 without breach of this Agreement by Consultant; or (c) a third party who has a right to
14 disclose does so to Consultant without restrictions on further disclosure; or (d) must be
15 disclosed pursuant to subpoena or court order.

16 14. ADDITIONAL COSTS AND REDESIGN. Any costs incurred by City
17 due to Consultant's failure to meet the standards required by the scope of work or
18 Consultant's failure to perform fully the tasks described in the scope of work which, in
19 either case, causes City to request that Consultant perform again all or part of the Scope
20 of Work shall be at the sole cost of Consultant and City shall not pay any additional
21 compensation to Consultant for its re-performance.

22 15. AMENDMENT. This Agreement, including all Exhibits, shall not be
23 amended, nor any provision or breach waived, except in writing signed by the parties
24 which expressly refers to this Agreement.

25 16. LAW. This Agreement shall be governed by and construed pursuant
26 to the laws of the State of California (except those provisions of California law pertaining
27 to conflicts of laws). Consultant shall comply with all laws, ordinances, rules and
28 regulations of and obtain all permits, licenses and certificates required by all federal, state

1 and local governmental authorities.

2 17. ENTIRE AGREEMENT. This Agreement, including all Exhibits,
3 constitutes the entire understanding between the parties and supersedes all other
4 agreements, oral or written, with respect to the subject matter in this Agreement.

5 18. INDEMNITY.

6 A. Consultant shall indemnify, protect and hold harmless City, its
7 Boards, Commissions, and their officials, employees and agents (“Indemnified
8 Parties”), from and against any and all liability, claims, demands, damage, loss,
9 obligations, causes of action, proceedings, awards, fines, judgments, penalties,
10 costs and expenses, including attorneys’ fees, court costs, expert and witness
11 fees, and other costs and fees of litigation, arising or alleged to have arisen, in
12 whole or in part, out of or in connection with (1) Consultant’s breach or failure to
13 comply with any of its obligations contained in this Agreement, or (2) negligent or
14 willful acts, errors, omissions or misrepresentations committed by Consultant, its
15 officers, employees, agents, subcontractors, or anyone under Consultant’s control,
16 in the performance of work or services under this Agreement (collectively “Claims”
17 or individually “Claim”).

18 B. In addition to Consultant’s duty to indemnify, Consultant shall
19 have a separate and wholly independent duty to defend Indemnified Parties at
20 Consultant’s expense by legal counsel approved by City, from and against all
21 Claims, and shall continue this defense until the Claims are resolved, whether by
22 settlement, judgment or otherwise. No finding or judgment of negligence, fault,
23 breach, or the like on the part of Consultant shall be required for the duty to defend
24 to arise. City shall notify Consultant of any Claim, shall tender the defense of the
25 Claim to Consultant, and shall assist Consultant, as may be reasonably requested,
26 in the defense.

27 C. If a court of competent jurisdiction determines that a Claim
28 was caused by the sole negligence or willful misconduct of Indemnified Parties,

1 Consultant's costs of defense and indemnity shall be (1) reimbursed in full if the
2 court determines sole negligence by the Indemnified Parties, or (2) reduced by the
3 percentage of willful misconduct attributed by the court to the Indemnified Parties.

4 D. The provisions of this Section shall survive the expiration or
5 termination of this Agreement.

6 19. AMBIGUITY. In the event of any conflict or ambiguity between this
7 Agreement and any Exhibit, the provisions of this Agreement shall govern.

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

11 21. NONDISCRIMINATION.

12 A. In connection with performance of this Agreement and subject
13 to applicable rules and regulations, Consultant shall not discriminate against any
14 employee or applicant for employment because of race, religion, national origin,
15 color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap or
16 disability. Consultant shall ensure that applicants are employed, and that
17 employees are treated during their employment, without regard to these bases.
18 These actions shall include, but not be limited to, the following: employment,
19 upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or
20 termination; rates of pay or other forms of compensation; and selection for training,
21 including apprenticeship.

22 B. It is the policy of City to encourage the participation of
23 Disadvantaged, Minority and Women-Owned Business Enterprises in City's
24 procurement process, and Consultant agrees to use its best efforts to carry out
25 this policy in its use of subconsultants and contractors to the fullest extent
26 consistent with the efficient performance of this Agreement. Consultant may rely
27 on written representations by subconsultants and contractors regarding their
28 status. Consultant shall report to City in May and in December or, in the case of

1 short-term agreements, prior to invoicing for final payment, the names of all
2 subconsultants and contractors hired by Consultant for this Project and information
3 on whether or not they are a Disadvantaged, Minority or Women-Owned Business
4 Enterprise, as defined in Section 8 of the Small Business Act (15 U.S.C. Sec.
5 637).

6 22. EQUAL BENEFITS ORDINANCE. Unless otherwise exempted in
7 accordance with the provisions of the Ordinance, this Agreement is subject to the
8 applicable provisions of the Equal Benefits Ordinance (EBO), section 2.73 et seq. of the
9 Long Beach Municipal Code, as amended from time to time.

10 A. During the performance of this Agreement, the Consultant
11 certifies and represents that the Consultant will comply with the EBO. The
12 Consultant agrees to post the following statement in conspicuous places at its
13 place of business available to employees and applicants for employment:

14 "During the performance of a contract with the City of Long Beach,
15 the Consultant will provide equal benefits to employees with spouses and its
16 employees with domestic partners. Additional information about the City of
17 Long Beach's Equal Benefits Ordinance may be obtained from the City of
18 Long Beach Business Services Division at 562-570-6200."

19 B. The failure of the Consultant to comply with the EBO will be
20 deemed to be a material breach of the Agreement by the City.

21 C. If the Consultant fails to comply with the EBO, the City may
22 cancel, terminate or suspend the Agreement, in whole or in part, and monies due
23 or to become due under the Agreement may be retained by the City. The City
24 may also pursue any and all other remedies at law or in equity for any breach.

25 D. Failure to comply with the EBO may be used as evidence
26 against the Consultant in actions taken pursuant to the provisions of Long Beach
27 Municipal Code 2.93 et seq., Contractor Responsibility.

28 E. If the City determines that the Consultant has set up or used

1 its contracting entity for the purpose of evading the intent of the EBO, the City may
2 terminate the Agreement on behalf of the City. Violation of this provision may be
3 used as evidence against the Consultant in actions taken pursuant to the
4 provisions of Long Beach Municipal Code Section 2.93 et seq., Contractor
5 Responsibility.

6 23. NOTICES. Any notice or approval required by this Agreement shall
7 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,
8 postage prepaid, addressed to Consultant at the address first stated above, and to City at
9 333 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with a
10 copy to the City Engineer at the same address. Notice of change of address shall be
11 given in the same manner as stated for other notices. Notice shall be deemed given on
12 the date deposited in the mail or on the date personal delivery is made, whichever occurs
13 first.

14 24. COPYRIGHTS AND PATENT RIGHTS.

15 A. Consultant shall place the following copyright protection on all
16 City Data: © City of Long Beach, California _____, inserting the appropriate year.

17 B. City reserves the exclusive right to seek and obtain a patent
18 or copyright registration on any City Data.

19 C. For services related to the applications which may allow the
20 City to monitor and record inmate or other administrative telephone calls, or
21 transmit or receive inmate electronic messages ("e-mail"), by providing the
22 application, Consultant makes no representation or warranty as to the legality of
23 recording or monitoring inmate or administrative telephone calls or transmitting or
24 receiving inmate e-mail messages. Further, the City retains custody and
25 ownership of all recordings and inmate e-mail messages; however, the City grants
26 the Consultant a perpetual limited license to compile, store, and access recordings
27 or inmate calls and access inmate e-mail messages for purposes of (i) complying
28

1 with the requests of officials at the Facility, (ii) disclosing information to requesting
2 law enforcement and correctional officials as they may require for investigative or
3 penological or public safety purposes, (iii) performing billing and collection
4 functions, or (iv) maintaining equipment and quality control purposes. This license
5 does not apply to recordings of inmate calls or e-mail messages with the inmates'
6 attorneys or to recordings or e-mail messages protected from disclosure by other
7 applicable privileges.

8 D. Consultant's confidential information ("Consultant's
9 Confidential Information") includes its proprietary computer software products and
10 materials in connection with the applications (the "Software"), all related
11 documentation of the Software and system functionality, and any trade secrets,
12 know-how, methodologies, and processes related to the applications, the inmate
13 telephone system, and products whether or not any portion thereof is or may be
14 the subject of a valid copyright or patent. The Software includes any upgrades,
15 modifications, updates, and additions to existing features that Consultant may
16 implement in our sole discretion.

17 E. Consultant's Confidential Information shall at all times remain
18 confidential to Consultant. The City agrees that it will not disclose such Consultant
19 Confidential Information to any third party without the Consultant's prior written
20 consent. Because the City will be able to access confidential information of third
21 parties that is protected by certain federal and state privacy laws through the
22 Software and Applications, the City shall only access the Software with computer
23 systems that have effective fire wall and anti-virus protection. Moreover, the City
24 acknowledges that the Consultant's Confidential Information constitutes
25 proprietary trade secrets. The City agrees to keep the Consultant's Confidential
26 Information confidential and, unless required by court order or statute, will not
27 disclose such information without the Consultant's prior written consent. Before
28 complying with any such court order or statute, City agrees to notify the Consultant

1 so that it may assert any rights to non-disclosure that it may have under the
2 applicable law.

3 25. COVENANT AGAINST CONTINGENT FEES. Consultant warrants
4 that Consultant has not employed or retained any entity or person to solicit or obtain this
5 Agreement and that Consultant has not paid or agreed to pay any entity or person any
6 fee, commission or other monies based on or from the award of this Agreement. If
7 Consultant breaches this warranty, City shall have the right to terminate this Agreement
8 immediately notwithstanding the provisions of Section 10 or, in its discretion, to deduct
9 from payments due under this Agreement or otherwise recover the full amount of the fee,
10 commission or other monies.

11 26. WAIVER. The acceptance of any services or the payment of any
12 money by City shall not operate as a waiver of any provision of this Agreement or of any
13 right to damages or indemnity stated in this Agreement. The waiver of any breach of this
14 Agreement shall not constitute a waiver of any other or subsequent breach of this
15 Agreement.

16 27. CONTINUATION. Termination or expiration of this Agreement shall
17 not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11,
18 17, 19, 22 and 28 prior to termination or expiration of this Agreement.

19 28. TAX REPORTING. As required by federal and state law, City is
20 obligated to and will report the payment of compensation to Consultant on Form 1099-
21 Misc. Consultant shall be solely responsible for payment of all federal and state taxes
22 resulting from payments under this Agreement. Consultant shall submit Consultant's
23 Employer Identification Number (EIN), or Consultant's Social Security Number if
24 Consultant does not have an EIN, in writing to City's Accounts Payable, Department of
25 Financial Management. Consultant acknowledges and agrees that City has no obligation
26 to pay Consultant until Consultant provides one of these numbers.

27 29. ADVERTISING. Consultant shall not use the name of City, its
28 officials or employees in any advertising or solicitation for business or as a reference,

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

1 without the prior approval of the City Manager or designee.

2 30. AUDIT. City shall have the right at all reasonable times during the
3 term of this Agreement and for a period of five (5) years after termination or expiration of
4 this Agreement to examine, audit, inspect, review, extract information from and copy all
5 books, records, accounts and other documents of Consultant relating to this Agreement.

6 31. THIRD PARTY BENEFICIARY. This Agreement is not intended or
7 designed to or entered for the purpose of creating any benefit or right for any person or
8 entity of any kind that is not a party to this Agreement.

9 IN WITNESS WHEREOF, the parties have caused this document to be duly
10 executed with all formalities required by law as of the date first stated above.

11 SECURUS TECHNOLOGIES, INC., a
12 Delaware corporation

13 _____, 20____ By [Signature]
14 President

Richard A. Smith
Type or Print Name

15 _____, 2011 By [Signature]
16 Secretary

Jessie J. Reinhold
Type or Print Name

17 "Consultant"

18 CITY OF LONG BEACH, a municipal
19 corporation **Assistant City Manager**

20 _____, 2011 By [Signature]
21 City Manager **EXECUTED PURSUANT**
22 **TO SECTION 301 OF**
THE CITY CHARTER.

23 "City"

24 This Agreement is approved as to form on 1-27, 2011.

25 ROBERT E. SHANNON, City Attorney

26 By [Signature]
27 Deputy



STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on January 25, 2011 by Richard A. Smith, CEO and President and Dennis J. Reinhold, Vice President, General Counsel and Secretary of Securus Technologies, Inc., on behalf of said corporation.

Diane Wendling
Notary Public

Printed Name: Diane Wendling

My Commission Expires: July 21, 2014

SEAL



EXHIBIT “A-1”



City of Long Beach
 Purchasing Division
 333 W Ocean Blvd/7th Floor
 Long Beach CA 90802

City of Long Beach
Request For Proposal Number PD 10-019
 For
INMATE PHONE SERVICE

Release Date: March 2, 2010
 Due Date: April 9, 2010

For additional information, please contact:
Erik Sund, Purchasing Agent, 562-570-6663
 This RFP is available in an alternative format by calling 562-570-6200

See Page 5, for instructions on submitting proposals.

Company Name Securus Technologies Contact Person Robert Pickens
 Address 14657 Dallas Pkwy City Dallas State TX Zip 75254
 Telephone (972) 277-0386 Fax () _____ Federal Tax ID No. _____
 Prices contained in this proposal are subject to acceptance within _____ calendar days.
 I have read, understand, and agree to all terms and conditions herein. Date 1/4/11
 Signed [Signature]
 Print Name & Title Robert Pickens COO



City of Long Beach
Purchasing Division
333 W Ocean Blvd/7th Floor
Long Beach CA 90802

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City of Long Beach
Purchasing Division
333 W Ocean Blvd/7th Floor
Long Beach CA 90802

The City will not be held responsible for proposal envelopes mishandled as a result of the envelope not being properly prepared. Facsimile or telephone proposals will NOT be considered unless otherwise authorized; however, proposals may be modified by fax or written notice provided such notice is received prior to the opening of the proposals.

1. **OVERVIEW OF PROJECT:**

- To provide telephone equipment and service for the inmates housed at the Long Beach City Jail and generate revenue by offering a competitive commission rate to be paid to the City of Long Beach, Police Department.
- System shall provide investigative tools, (software and licensing), to include recording and monitoring live inmate phone calls.
- System shall maintain secure storage of recorded phone calls that can be retrieved for a period of no less than 3 years.

2. **ACRONYMS/DEFINITIONS**

For the purposes of this RFP, the following acronyms/definitions will be used:

Awarded Vendor The organization/individual that is awarded and has an approved contract with the City of Long Beach, California for the services identified in this RFP.

Division Long Beach Police Department/Support Bureau/Jail Division

Evaluation Committee An independent committee comprised solely of representatives of the City established to review proposals submitted in response to the RFP, score the proposals, and select a vendor.

May Indicates something that is not mandatory but permissible.

RFP Request for Proposal.

Shall/Must Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.

Should Indicates something that is recommended but not mandatory. If the vendor fails to provide recommended information, the City may, at its sole option, ask the vendor to provide the information or evaluate the proposal without the information.

City The City of Long Beach and any department or agency identified herein.

Subcontractor Third party not directly employed by the vendor who will provide services identified in this RFP.

Vendor Organization/individual submitting a proposal in response to this RFP.



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3. SCOPE OF PROJECT:

- To provide telephone service for use by the inmate population of the Long Beach City Jail, with hands free telephone equipment that is approved and specifically designed for corrections to allow compliance with California Penal Code 851.5.
- Telephones/equipment shall have the ability to record all inmate phone calls to assist in investigations.
- Vendor shall provide equipment capable of identifying the specific originating telephone that places a call.
- Vendor shall provide services, which have the ability to maintain recorded calls for easy retrieval and maintain the recorded calls for an indefinite length of time.
- Must provide service that provides recorded instructions for outgoing telephone calls in English, Spanish, and have the ability to provide other languages as requested.
- Vendor shall provide access to reports showing all dialed phone numbers, whether or not the call was successful.
- Vendor shall provide equipment for the hearing impaired to include three TDD systems.
- Vendor shall provide at least three portable telephones that can be located in special housing areas of the facility.
- Shall provide equipment and software with the ability to block phone numbers to prevent harassment of victims or to ensure requests for number blockage is provided by local Administrator
- Shall have the ability to identify phone numbers that are privileged such as Attorneys and prevent them from being recorded.
- Shall provide sufficient licenses, equipment and related technology to conduct multiple investigations simultaneously if required.
- Shall provide a program allowing inmates to contact their family to set up receiving inmate calls when needed to include a recorded message that provides instructions for usage.
- Must Provide 24-hour Technical Support
- Must respond in a timely manner to make repairs necessary to maintain inmate phone service, with a 4-hour minimum response.
- Must provide the training relating to operating the inmate telephone system.
- Provide train the trainer for the "local" Administrator to allow for the training of Long Beach Police Department employees who will use/monitor the system.
- Shall assist in providing evidence to the Court when needed to include expert testimony regarding the phone system.
- Must offer a competitive commission rate to serve as revenue for the City of Long Beach Jail Prisoner Welfare Fund.
- Shall provide telephones for the booking area, which permit unrestricted telephone calls.
- Provide telephones (2)/(equipment) for the inmate worker day room area.



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4. SUBMITTAL INSTRUCTIONS

4.1 A mandatory pre-proposal meeting will take place on March 19, 2010 at 9:00 AM. Meet at the Public Safety Building, 400 West Broadway, Long Beach CA 90802. Please R.S.V.P. to Walter.Williams@longbeach.gov, or (562) 570-7281.

4.2 RFP Timeline

TASK	DATE/TIME
Deadline for submitting questions	March 19, 2010
Mandatory pre-proposal meeting	March 19, 2010 @ 9AM
Deadline for submission of proposals	April 9, 2010 @ 4:00PM
Evaluation period	April 10 to April 30, 2010
Selection of vendor	approximately May 14, 2010

NOTE: These dates represent a tentative schedule of events. The City reserves the right to modify these dates at any time, with appropriate notice to prospective vendors.

4.3 Vendors shall submit one (1) original proposal marked "ORIGINAL" and 4 identical copies as follows:

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Attn: Peggy Chambers
333 W Ocean Blvd/7th Floor
Long Beach CA 90802

Proposals shall be clearly labeled in a sealed envelope or box as follows:

REQUEST FOR PROPOSAL NUMBER: PD 10-019
FOR: Inmate Telephone Service

4.4 Proposals must be received by 4:00PM local time, April 9, 2010. Proposals that do not arrive by the specified date and time WILL NOT BE ACCEPTED. Vendors may submit their proposal any time prior to the above stated deadline.

4.5 The proposal should be presented in a format that corresponds to and references sections outlined below and should be presented in the same order. Responses to each section and subsection should be labeled so as to indicate which item is being



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addressed. For ease of evaluation, proposals should be presented in the format described within this RFP.

- 4.6 Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
- 4.7 Descriptions on how any and all equipment and/or services will be used to meet the requirements of this RFP shall be given, in detail, along with any additional information documents that are appropriately marked.
- 4.8 The proposal must be signed by the individual(s) legally authorized to bind the vendor.
- 4.9 If complete responses cannot be provided without referencing supporting documentation, such documentation must be provided with the proposal and specific references made to the tab, page, section and/or paragraph where the supplemental information can be found.
- 4.10 Proposals shall be submitted in two (2) distinct parts - the **narrative/technical proposal** and the **cost proposal**. **THE NARRATIVE/TECHNICAL PROPOSAL MUST NOT INCLUDE COST AND PRICING INFORMATION.** The narrative/technical proposal will be reviewed first and then the cost proposal. Therefore, each part should be **packaged separately, but submitted together**.

5. PROPOSAL EVALUATION AND AWARD PROCESS

- 5.1 Proposals shall be consistently evaluated based upon the following criteria:
 - Demonstrated competence;
 - Experience in performance of comparable engagements;
 - Reasonableness of cost;
 - Expertise and availability of key personnel;
 - Financial stability; and
 - Conformance with the terms of this RFP.
- 5.2 Proposals shall be kept confidential until a contract is awarded.
- 5.3 The City may also contact the references provided in response to Section 8.3; contact any vendor to clarify any response; contact any current users of a vendor's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the



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evaluation process. The City shall not be obligated to accept the lowest priced proposal, but shall make an award in the best interests of the City of Long Beach.

- 5.4 The City reserves the right to request clarification of any proposal term from prospective vendors.
- 5.5 Selected vendor(s) will be notified in writing. Any award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing vendors unless and until an agreement is reached. If contract negotiations cannot be concluded successfully, the City reserves the right to negotiate a contract with another vendor or withdraw the RFP
- 5.6 Any contract resulting from this RFP shall not be effective unless and until approved by the City Council.

6. **PROJECT SPECIFICATIONS**

Any new electrical or telecommunications wiring to be installed must be coordinated through the City's Technology Services Department and the Police Department's Information Technology Division.

Any damages or causes of malfunctions to any of the City's Technology Infrastructure caused by vendor's employees or equipment; it will be the responsibility of the vendor to cover costs associated with repairs, including parts and labor.

7. **WARRANTY/MAINTENANCE AND SERVICE N/A**

8. **COMPANY BACKGROUND AND REFERENCES**

8.1 PRIMARY CONTRACTOR INFORMATION

Vendors must provide a company profile. Information provided shall include:

- Company ownership. If incorporated, the state in which the company is incorporated and the date of incorporation. An out-of-state vendor must register with the State of California Secretary of State before a contract can be executed (<http://www.sos.ca.gov/business/>).
- Location of the company offices.
- Location of the office servicing any California account(s).
- Number of employees both locally and nationally.
- Location(s) from which employees will be assigned.
- Name, address and telephone number of the vendor's point of contact for a contract resulting from this RFP.
- Company background/history and why vendor is qualified to provide the services described in this RFP.



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- Length of time vendor has been providing services described in this RFP to the **public and/or private sector**. Please provide a brief description.
- Resumes for key staff to be responsible for performance of any contract resulting from this RFP.

8.2 SUBCONTRACTOR INFORMATION

8.2.1 Does this proposal include the use of subcontractors?

Yes _____ No _____ Initials _____

If "Yes", vendor must:

- 8.2.1.1 Identify specific subcontractors and the specific requirements of this RFP for which each proposed subcontractor will perform services.
- 8.2.1.2 Provide the same information for any subcontractors as is indicated in Section 8.1 for the vendor as primary contractor.
- 8.2.1.3 References as specified in Section 8.3 below must also be provided for any proposed subcontractors.
- 8.2.1.4 The City requires that the awarded vendor provide proof of payment of any subcontractors used for this project. Proposals shall include a plan by which the City will be notified of such payments.
- 8.2.1.5 Primary contractor shall not allow any subcontractor to commence work until all insurance required of subcontractor is obtained.

8.3 REFERENCES

Vendors should provide a minimum of three (3) references from similar projects performed for state and/or large local government clients within the last three years. Information provided shall include:

- Client name;
- Project description;
- Project dates (starting and ending);
- Technical environment;
- Staff assigned to reference engagement that will be designated for work per this RFP;
- Client project manager name and telephone number.

8.4 BUSINESS LICENSE



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The Long Beach Municipal Code (LBMC) requires all businesses operating in the City of Long Beach to pay a business license tax. In some cases the City may require a regulatory permit and/or evidence of a State or Federal license. Prior to issuing a business license, certain business types will require the business license application and/or business location to be reviewed by the Development Services, Fire, Health, and/or Police Departments. For more information, go to www.longbeach.gov/finance/business_license.

9. **COST** **N/A**

10. **ADDITIONAL REQUIREMENTS FROM FUNDING SOURCE** **N/A**

11. **TERMS, CONDITIONS AND EXCEPTIONS**

- 11.1 This contract will be for a period of 12 months with two annual renewal options at the option of the city. The contract term will not exceed 36 months total.
- 11.2 The City reserves the right to alter, amend, or modify any provisions of this RFP, or to withdraw this RFP, at any time prior to the award of a contract pursuant hereto, if it is in the best interest of the City to do so.
- 11.3 The City reserves the right to waive informalities and minor irregularities in proposals received.
- 11.4 The City reserves the right to reject any or all proposals received prior to contract award.
- 11.5 The City shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the City of Long Beach after all factors have been evaluated.
- 11.6 Any irregularities or lack of clarity in the RFP should be brought to the Purchasing Division designee's attention as soon as possible so that corrective addenda may be furnished to prospective vendors.
- 11.7 Proposals must include any and all proposed terms and conditions, including, without limitation, written warranties, maintenance/service agreements, license agreements, lease purchase agreements and the vendor's standard contract language. The omission of these documents may render a proposal non-responsive.
- 11.8 Alterations, modifications or variations to a proposal may not be considered unless authorized by the RFP or by addendum or amendment.



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- 11.9 Proposals which appear unrealistic in the terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend the complexity and risk of this contract, may be rejected.
- 11.10 Proposals may be withdrawn by written or facsimile notice received prior to the proposal opening time.
- 11.11 The price and amount of this proposal must have been arrived at independently and without consultation, communication, agreement or disclosure with or to any other contractor, vendor or prospective vendor.
- 11.12 No attempt may be made at any time to induce any firm or person to refrain from submitting a proposal or to submit any intentionally high or noncompetitive proposal. All proposals must be made in good faith and without collusion.
- 11.13 Prices offered by vendors in their proposals are an irrevocable offer for the term of the contract and any contract extensions. The awarded vendor agrees to provide the purchased services at the costs, rates and fees as set forth in their proposal in response to this RFP. No other costs, rates or fees shall be payable to the awarded vendor for implementation of their proposal.
- 11.14 The City is not liable for any costs incurred by vendors prior to entering into a formal contract. Costs of developing the proposals or any other such expenses incurred by the vendor in responding to the RFP, are entirely the responsibility of the vendor, and shall not be reimbursed in any manner by the City.
- 11.15 Proposal will become public record after the award of a contract unless the proposal or specific parts of the proposal can be shown to be exempt by law. Each vendor may clearly label all or part of a proposal as "CONFIDENTIAL" provided that the vendor thereby agrees to indemnify and defend the City for honoring such a designation. The failure to so label any information that is released by the City shall constitute a complete waiver of any and all claims for damages caused by any release of the information.
- 11.16 A proposal submitted in response to this RFP must identify any subcontractors, and outline the contractual relationship between the awarded vendor and each subcontractor. An official of each proposed subcontractor must sign, and include as part of the proposal submitted in response to this RFP, a statement to the effect that the subcontractor has read and will agree to abide by the awarded vendor's obligations.
- 11.17 The awarded vendor will be the sole point of contract responsibility. The City will look solely to the awarded vendor for the performance of all contractual obligations which may result from an award based on this RFP, and the awarded vendor shall not be relieved for the non-performance of any or all subcontractors.



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- 11.18 The awarded vendor must maintain, for the duration of its contract, insurance coverages as required by the City. Work on the contract shall not begin until after the awarded vendor has submitted acceptable evidence of the required insurance coverages.
- 11.19 Each vendor must disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFP. Any such relationship that might be perceived or represented as a conflict should be disclosed. The City reserves the right to disqualify any vendor on the grounds of actual or apparent conflict of interest.
- 11.20 Each vendor must include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the vendor or in which the vendor has been judged guilty or liable. Failure to comply with the terms of this provision will disqualify any proposal. The City reserves the right to reject any proposal based upon the vendor's prior history with the City or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures.
- 11.21 The City will not be liable for Federal, State, or Local excise taxes.
- 11.22 Execution of Attachment A of this RFP shall constitute an agreement to all terms and conditions specified in the RFP, including, without limitation, the Attachment B contract form and all terms and conditions therein, except such terms and conditions that the vendor expressly excludes.
- 11.23 The City reserves the right to negotiate final contract terms with any vendor selected. The contract between the parties will consist of the RFP together with any modifications thereto, and the awarded vendor's proposal, together with any modifications and clarifications thereto that are submitted at the request of the City during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed contract, the RFP, any modifications and clarifications to the awarded vendor's proposal, and the awarded vendor's proposal. Specific exceptions to this general rule may be noted in the final executed contract.
- 11.24 Vendor understands and acknowledges that the representations above are material and important, and will be relied on by the City in evaluation of the proposal. Any vendor misrepresentation shall be treated as fraudulent concealment from the City of the true facts relating to the proposal.



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- 11.25 No announcement concerning the award of a contract as a result of this RFP may be made without the prior written approval of the City.
- 11.26 Proposers are advised that any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of Long Beach Municipal Code Section 2.73 et seq, the **Equal Benefits Ordinance**. Proposers shall refer to attachment/appendix for further information regarding the requirements of the ordinance.

All Proposers shall complete and return, with their bid, the Equal Benefits Ordinance Compliance form contained in the attachment/appendix. Unless otherwise specified in the procurement package, Proposers do not need to submit with their bid supporting documentation proving compliance. However, supporting documentation verifying that the benefits are provided equally shall be required if the proposer is selected for award of a contract.



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Attachment A CERTIFICATION OF COMPLIANCE WITH TERMS AND CONDITIONS OF RFP

I have read, understand and agree to comply with the terms and conditions specified in this Request for Proposal. Any exceptions MUST be documented.

YES NO SIGNATURE *[Signature]*

EXCEPTIONS: Attach additional sheets if necessary. Please use this format.

EXCEPTION SUMMARY FORM

RFP SECTION NUMBER	RFP PAGE NUMBER	EXCEPTION (PROVIDE A DETAILED EXPLANATION)

ATTACHMENT B – PRO-FORMA AGREEMENT

AGREEMENT

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THIS AGREEMENT is made and entered, in duplicate, as of _____,
for reference purposes only, pursuant to a minute order adopted by the City Council of
the City of Long Beach at its meeting on _____, 200_, by and between (NAME
OF CONSULTANT), a (STATE) corporation/limited liability company etc ("Consultant"),
with a place of business at (ADDRESS), and the CITY OF LONG BEACH, a municipal
corporation ("City").

WHEREAS, City requires specialized services requiring unique skills to be
performed in connection with (SCOPE OF WORK ETC.) ("Project"); and

WHEREAS, City has selected Consultant in accordance with City's
administrative procedures and City has determined that Consultant and its employees
are qualified, licensed, if so required, and experienced in performing these specialized
services; and

WHEREAS, City desires to have Consultant perform these specialized
services, and Consultant is willing and able to do so on the terms and conditions in this
Agreement;

NOW, THEREFORE, in consideration of the mutual terms, covenants, and
conditions in this Agreement, the parties agree as follows:

1. SCOPE OF WORK OR SERVICES.

A. Consultant shall furnish specialized services more particularly
described in Exhibit "A", attached to this Agreement and incorporated by this
reference, in accordance with the standards of the profession, and City shall pay
for these services in the manner described below, not to exceed _____ Dollars
(\$_____), at the rates or charges shown in Exhibit "A".

B. Consultant may select the time and place of performance for
these services; provided, however, that access to City documents, records and the
like, if needed by Consultant, shall be available only during City's normal business

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

1 hours and provided that milestones for performance, if any, are met.

2 C. Consultant has requested to receive regular payments. City
3 shall pay Consultant in due course of payments following receipt from Consultant
4 and approval by City of invoices showing the services or task performed, the time
5 expended (if billing is hourly), and the name of the Project. Consultant shall certify
6 on the invoices that Consultant has performed the services in full conformance
7 with this Agreement and is entitled to receive payment. Each invoice shall be
8 accompanied by a progress report indicating the progress to date of services
9 performed and covered by the invoice, including a brief statement of any Project
10 problems and potential causes of delay in performance, and listing those services
11 that are projected for performance by Consultant during the next invoice cycle.
12 Where billing is done and payment is made on an hourly basis, the parties
13 acknowledge that this arrangement is either customary practice for Consultant's
14 profession, industry or business, or is necessary to satisfy audit and legal
15 requirements which may arise due to the fact that City is a municipality.

16 D. Consultant represents that Consultant has obtained all
17 necessary information on conditions and circumstances that may affect its
18 performance and has conducted site visits, if necessary.

19 E. CAUTION: Consultant shall not begin work until this
20 Agreement has been signed by both parties and until Consultant's evidence of
21 insurance has been delivered to and approved by City.

22 2. TERM. The term of this Agreement shall commence at midnight on
23 (BEGINNING DATE), and shall terminate at 11:59 p.m. on (ENDING DATE), unless
24 sooner terminated as provided in this Agreement, or unless the services or the Project is
25 completed sooner.

26 3. COORDINATION AND ORGANIZATION.

27 A. Consultant shall coordinate its performance with City's
28 representative, if any, named in Exhibit "B", attached to this Agreement and

1 incorporated by this reference. Consultant shall advise and inform City's
2 representative of the work in progress on the Project in sufficient detail so as to
3 assist City's representative in making presentations and in holding meetings on
4 the Project. City shall furnish to Consultant information or materials, if any,
5 described in Exhibit "C", attached to this Agreement and incorporated by this
6 reference, and shall perform any other tasks described in the Exhibit.

7 B. The parties acknowledge that a substantial inducement to City
8 for entering this Agreement was and is the reputation and skill of Consultant's key
9 employee, _____. City shall have the right to approve any person
10 proposed by Consultant to replace that key employee.

11 4. INDEPENDENT CONTRACTOR. In performing its services,
12 Consultant is and shall act as an independent contractor and not an employee,
13 representative or agent of City. Consultant shall have control of Consultant's work and
14 the manner in which it is performed. Consultant shall be free to contract for similar
15 services to be performed for others during this Agreement; provided, however, that
16 Consultant acts in accordance with Section 9 and Section 11 of this Agreement.
17 Consultant acknowledges and agrees that (a) City will not withhold taxes of any kind from
18 Consultant's compensation; (b) City will not secure workers' compensation or pay
19 unemployment insurance to, for or on Consultant's behalf; and (c) City will not provide
20 and Consultant is not entitled to any of the usual and customary rights, benefits or
21 privileges of City employees. Consultant expressly warrants that neither Consultant nor
22 any of Consultant's employees or agents shall represent themselves to be employees or
23 agents of City.

24 5. INSURANCE.

25 A. As a condition precedent to the effectiveness of this
26 Agreement, Consultant shall procure and maintain, at Consultant's expense for the
27 duration of this Agreement, from insurance companies that are admitted to write
28 insurance in California and have ratings of or equivalent to A:V by A.M. Best

1 Company or from authorized non-admitted insurance companies subject to
2 Section 1763 of the California Insurance Code and that have ratings of or
3 equivalent to A:VIII by A.M. Best Company, the following insurance:

4 (a) Commercial general liability insurance (equivalent in scope to
5 ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less than
6 \$1,000,000 per each occurrence and \$2,000,000 general aggregate. This
7 coverage shall include but not be limited to broad form contractual liability,
8 cross liability, independent contractors liability, and products and
9 completed operations liability. City, its boards and commissions, and their
10 officials, employees and agents shall be named as additional insureds by
11 endorsement (on City's endorsement form or on an endorsement
12 equivalent in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85), and
13 this insurance shall contain no special limitations on the scope of
14 protection given to City, its boards and commissions, and their officials,
15 employees and agents. This policy shall be endorsed to state that the
16 insurer waives its right of subrogation against City, its boards and
17 commissions, and their officials, employees and agents.

18 (b) Workers' Compensation insurance as required by the California
19 Labor Code and employer's liability insurance in an amount not less than
20 \$1,000,000. This policy shall be endorsed to state that the insurer waives
21 its right of subrogation against City, its boards and commissions, and their
22 officials, employees and agents.

23 (c) Professional liability or errors and omissions insurance in an
24 amount not less than \$1,000,000 per claim.

25 (d) Commercial automobile liability insurance (equivalent in scope
26 to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in an
27 amount not less than \$500,000 combined single limit per accident.

28 B. Any self-insurance program, self-insured retention, or

1 deductible must be separately approved in writing by City's Risk Manager or
2 designee and shall protect City, its officials, employees and agents in the same
3 manner and to the same extent as they would have been protected had the policy
4 or policies not contained retention or deductible provisions.

5 C. Each insurance policy shall be endorsed to state that
6 coverage shall not be reduced, non-renewed or canceled except after thirty (30)
7 days prior written notice to City, shall be primary and not contributing to any other
8 insurance or self-insurance maintained by City, and shall be endorsed to state that
9 coverage maintained by City shall be excess to and shall not contribute to
10 insurance or self-insurance maintained by Consultant. Consultant shall notify City
11 in writing within five (5) days after any insurance has been voided by the insurer or
12 cancelled by the insured.

13 D. If this coverage is written on a "claims made" basis, it must
14 provide for an extended reporting period of not less than one hundred eighty (180)
15 days, commencing on the date this Agreement expires or is terminated, unless
16 Consultant guarantees that Consultant will provide to City evidence of
17 uninterrupted, continuing coverage for a period of not less than three (3) years,
18 commencing on the date this Agreement expires or is terminated.

19 E. Consultant shall require that all subconsultants or contractors
20 that Consultant uses in the performance of these services maintain insurance in
21 compliance with this Section unless otherwise agreed in writing by City's Risk
22 Manager or designee.

23 F. Prior to the start of performance, Consultant shall deliver to
24 City certificates of insurance and the endorsements for approval as to sufficiency
25 and form. In addition, Consultant shall, within thirty (30) days prior to expiration of
26 the insurance, furnish to City certificates of insurance and endorsements
27 evidencing renewal of the insurance. City reserves the right to require complete
28 certified copies of all policies of Consultant and Consultant's subconsultants and

1 contractors, at any time. Consultant shall make available to City's Risk Manager
2 or designee all books, records and other information relating to this insurance,
3 during normal business hours.

4 G. Any modification or waiver of these insurance requirements
5 shall only be made with the approval of City's Risk Manager or designee. Not
6 more frequently than once a year, City's Risk Manager or designee may require
7 that Consultant, Consultant's subconsultants and contractors change the amount,
8 scope or types of coverages required in this Section if, in his or her sole opinion,
9 the amount, scope or types of coverages are not adequate.

10 H. The procuring or existence of insurance shall not be
11 construed or deemed as a limitation on liability relating to Consultant's
12 performance or as full performance of or compliance with the indemnification
13 provisions of this Agreement.

14 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement
15 contemplates the personal services of Consultant and Consultant's employees, and the
16 parties acknowledge that a substantial inducement to City for entering this Agreement
17 was and is the professional reputation and competence of Consultant and Consultant's
18 employees. Consultant shall not assign its rights or delegate its duties under this
19 Agreement, or any interest in this Agreement, or any portion of it, without the prior
20 approval of City, except that Consultant may with the prior approval of the City Manager
21 of City, assign any moneys due or to become due Consultant under this Agreement. Any
22 attempted assignment or delegation shall be void, and any assignee or delegate shall
23 acquire no right or interest by reason of an attempted assignment or delegation.
24 Furthermore, Consultant shall not subcontract any portion of its performance without the
25 prior approval of the City Manager or designee, or substitute an approved subconsultant
26 or contractor without approval prior to the substitution. Nothing stated in this Section
27 shall prevent Consultant from employing as many employees as Consultant deems
28 necessary for performance of this Agreement.

1 7. CONFLICT OF INTEREST. Consultant, by executing this
2 Agreement, certifies that, at the time Consultant executes this Agreement and for its
3 duration, Consultant does not and will not perform services for any other client which
4 would create a conflict, whether monetary or otherwise, as between the interests of City
5 and the interests of that other client. And, Consultant shall obtain similar certifications
6 from Consultant's employees, subconsultants and contractors.

7 8. MATERIALS. Consultant shall furnish all labor and supervision,
8 supplies, materials, tools, machinery, equipment, appliances, transportation and services
9 necessary to or used in the performance of Consultant's obligations under this
10 Agreement, except as stated in Exhibit "C".

11 9. OWNERSHIP OF DATA. All materials, information and data
12 prepared, developed or assembled by Consultant or furnished to Consultant in
13 connection with this Agreement, including but not limited to documents, estimates,
14 calculations, studies, maps, graphs, charts, computer disks, computer source
15 documentation, samples, models, reports, summaries, drawings, designs, notes, plans,
16 information, material and memorandum ("Data") shall be the exclusive property of City.
17 Data shall be given to City, and City shall have the unrestricted right to use and disclose
18 the Data in any manner and for any purpose without payment of further compensation to
19 Consultant. Copies of Data may be retained by Consultant but Consultant warrants that
20 Data shall not be made available to any person or entity for use without the prior approval
21 of City. This warranty shall survive termination of this Agreement for five (5) years.

22 10. TERMINATION. Either party shall have the right to terminate this
23 Agreement for any reason or no reason at any time by giving fifteen (15) calendar days
24 prior notice to the other party. In the event of termination under this Section, City shall
25 pay Consultant for services satisfactorily performed and costs incurred up to the effective
26 date of termination for which Consultant has not been previously paid. The procedures
27 for payment in Section 1.B. with regard to invoices shall apply. On the effective date of
28 termination, Consultant shall deliver to City all Data developed or accumulated in the

1 performance of this Agreement, whether in draft or final form, or in process. And,
2 Consultant acknowledges and agrees that City's obligation to make final payment is
3 conditioned on Consultant's delivery of the Data to City.

4 11. CONFIDENTIALITY. Consultant shall keep all Data confidential and
5 shall not disclose the Data or use the Data directly or indirectly, other than in the course
6 of performing its services, during the term of this Agreement and for five (5) years
7 following expiration or termination of this Agreement. In addition, Consultant shall keep
8 confidential all information, whether written, oral or visual, obtained by any means
9 whatsoever in the course of performing its services for the same period of time.
10 Consultant shall not disclose any or all of the Data to any third party, or use it for
11 Consultant's own benefit or the benefit of others except for the purpose of this
12 Agreement.

13 12. BREACH OF CONFIDENTIALITY. Consultant shall not be liable for
14 a breach of confidentiality with respect to Data that: (a) Consultant demonstrates
15 Consultant knew prior to the time City disclosed it; or (b) is or becomes publicly available
16 without breach of this Agreement by Consultant; or (c) a third party who has a right to
17 disclose does so to Consultant without restrictions on further disclosure; or (d) must be
18 disclosed pursuant to subpoena or court order.

19 13. ADDITIONAL COSTS AND REDESIGN.

20 A. Any costs incurred by City due to Consultant's failure to meet
21 the standards required by the scope of work or Consultant's failure to perform fully
22 the tasks described in the scope of work which, in either case, causes City to
23 request that Consultant perform again all or part of the Scope of Work shall be at
24 the sole cost of Consultant and City shall not pay any additional compensation to
25 Consultant for its re-performance.

26 B. If the Project involves construction and the scope of work
27 requires Consultant to prepare plans and specifications with an estimate of the
28 cost of construction, then Consultant may be required to modify the plans and

1 specifications, any construction documents relating to the plans and specifications,
2 and Consultant's estimate, at no cost to City, when the lowest bid for construction
3 received by City exceeds by more than ten percent (10%) Consultant's estimate.
4 This modification shall be submitted in a timely fashion to allow City to receive new
5 bids within four (4) months after the date on which the original plans and
6 specifications were submitted by Consultant.

7 14. AMENDMENT. This Agreement, including all Exhibits, shall not be
8 amended, nor any provision or breach waived, except in writing signed by the parties
9 which expressly refers to this Agreement.

10 15. LAW. This Agreement shall be governed by and construed pursuant
11 to the laws of the State of California (except those provisions of California law pertaining
12 to conflicts of laws). Consultant shall comply with all laws, ordinances, rules and
13 regulations of and obtain all permits, licenses and certificates required by all federal, state
14 and local governmental authorities.

15 16. ENTIRE AGREEMENT. This Agreement, including all Exhibits,
16 constitutes the entire understanding between the parties and supersedes all other
17 agreements, oral or written, with respect to the subject matter in this Agreement.

18 17. INDEMNITY. Consultant shall, with respect to services performed in
19 connection with this Agreement, indemnify and hold harmless City, its Boards,
20 Commissions, and their officials, employees and agents (collectively in this Section,
21 "City") from and against any and all liability, claims, allegations, demands, damage, loss,
22 causes of action, proceedings, penalties, costs and expenses (including attorney's fees,
23 court costs, and expert and witness fees) (collectively "Claims" or individually "Claim")
24 arising, directly or indirectly, in whole or in part, out of any negligent act or omission of
25 Consultant, its officers, employees, agents, sub-consultants or anyone under
26 Consultant's control (collectively "Indemnitor"), breach of this Agreement by Indemnitor,
27 misrepresentation or willful misconduct by Indemnitor, and Claims by any employee of
28 Indemnitor relating in any way to workers' compensation. Independent of the duty to

1 indemnify and as a free-standing duty on the part of Consultant, Consultant shall defend
2 City and shall continue this defense until the Claim is resolved, whether by settlement,
3 judgment or otherwise. No finding or judgment of negligence, fault, breach or the like on
4 the part of Indemnitor shall be required for the duty to defend to arise. Consultant shall
5 notify City of any Claim within ten (10) days. Likewise, City shall notify Consultant of any
6 Claim, shall tender the defense of the Claim to Consultant, and shall assist Consultant at
7 Consultant's sole expense, as may be reasonably requested, in the defense.

8 18. AMBIGUITY. In the event of any conflict or ambiguity between this
9 Agreement and any Exhibit, the provisions of this Agreement shall govern.

10 19. COSTS. If there is any legal proceeding between the parties to
11 enforce or interpret this Agreement or to protect or establish any rights or remedies under
12 it, the prevailing party shall be entitled to its costs, including reasonable attorneys' fees.

13 20. NONDISCRIMINATION.

14 A. In connection with performance of this Agreement and subject
15 to applicable rules and regulations, Consultant shall not discriminate against any
16 employee or applicant for employment because of race, religion, national origin,
17 color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap or
18 disability. Consultant shall ensure that applicants are employed, and that
19 employees are treated during their employment, without regard to these bases.
20 These actions shall include, but not be limited to, the following: employment,
21 upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or
22 termination; rates of pay or other forms of compensation; and selection for training,
23 including apprenticeship.

24 B. It is the policy of City to encourage the participation of
25 Disadvantaged, Minority and Women-Owned Business Enterprises in City's
26 procurement process, and Consultant agrees to use its best efforts to carry out
27 this policy in its use of subconsultants and contractors to the fullest extent
28 consistent with the efficient performance of this Agreement. Consultant may rely

1 on written representations by subconsultants and contractors regarding their
2 status. City's policy is attached as Exhibit "D" to this Agreement. Consultant shall
3 report to City in May and in December or, in the case of short-term agreements,
4 prior to invoicing for final payment, the names of all subconsultants and
5 contractors hired by Consultant for this Project and information on whether or not
6 they are a Disadvantaged, Minority or Women-Owned Business Enterprise, as
7 defined in Section 8 of the Small Business Act (15 U.S.C. Sec. 637).

8 21. NOTICES. Any notice or approval required by this Agreement shall
9 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,
10 postage prepaid, addressed to Consultant at the address first stated above, and to City at
11 333 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with a
12 copy to the City Engineer at the same address. Notice of change of address shall be
13 given in the same manner as stated for other notices. Notice shall be deemed given on
14 the date deposited in the mail or on the date personal delivery is made, whichever occurs
15 first.

16 22. COPYRIGHTS AND PATENT RIGHTS.

17 A. Consultant shall place the following copyright protection on all
18 Data: © City of Long Beach, California _____, inserting the appropriate year.

19 B. City reserves the exclusive right to seek and obtain a patent
20 or copyright registration on any Data or other result arising from Consultant's
21 performance of this Agreement. By executing this Agreement, Consultant assigns
22 any ownership interest Consultant may have in the Data to City.

23 C. Consultant warrants that the Data does not violate or infringe
24 any patent, copyright, trade secret or other proprietary right of any other party.
25 Consultant agrees to and shall protect, defend, indemnify and hold City, its officials
26 and employees harmless from any and all claims, demands, damages, loss,
27 liability, causes of action, costs or expenses (including reasonable attorney's fees)
28 whether or not reduced to judgment, arising from any breach or alleged breach of

1 this warranty.

2 23. COVENANT AGAINST CONTINGENT FEES. Consultant warrants
3 that Consultant has not employed or retained any entity or person to solicit or obtain this
4 Agreement and that Consultant has not paid or agreed to pay any entity or person any
5 fee, commission or other monies based on or from the award of this Agreement. If
6 Consultant breaches this warranty, City shall have the right to terminate this Agreement
7 immediately notwithstanding the provisions of Section 10 or, in its discretion, to deduct
8 from payments due under this Agreement or otherwise recover the full amount of the fee,
9 commission or other monies.

10 24. WAIVER. The acceptance of any services or the payment of any
11 money by City shall not operate as a waiver of any provision of this Agreement or of any
12 right to damages or indemnity stated in this Agreement. The waiver of any breach of this
13 Agreement shall not constitute a waiver of any other or subsequent breach of this
14 Agreement.

15 25. CONTINUATION. Termination or expiration of this Agreement shall
16 not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11,
17 17, 19, 22 and 28 prior to termination or expiration of this Agreement.

18 26. TAX REPORTING. As required by federal and state law, City is
19 obligated to and will report the payment of compensation to Consultant on Form 1099-
20 Misc. Consultant shall be solely responsible for payment of all federal and state taxes
21 resulting from payments under this Agreement. Consultant's Employer Identification
22 Number is _____. If Consultant has a Social Security Number rather than an
23 Employer Identification Number, then Consultant shall submit that Social Security
24 Number in writing to City's Accounts Payable, Department of Financial Management.
25 Consultant acknowledges and agrees that City has no obligation to pay Consultant until
26 Consultant provides one of these numbers.

27 27. ADVERTISING. Consultant shall not use the name of City, its
28 officials or employees in any advertising or solicitation for business or as a reference,

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

1 without the prior approval of the City Manager or designee.

2 28. AUDIT. City shall have the right at all reasonable times during the
3 term of this Agreement and for a period of five (5) years after termination or expiration of
4 this Agreement to examine, audit, inspect, review, extract information from and copy all
5 books, records, accounts and other documents of Consultant relating to this Agreement.

6 29. THIRD PARTY BENEFICIARY. This Agreement is not intended or
7 designed to or entered for the purpose of creating any benefit or right for any person or
8 entity of any kind that is not a party to this Agreement.

9 IN WITNESS WHEREOF, the parties have caused this document to be duly
10 executed with all formalities required by law as of the date first stated above.

11 _____, 200_ (NAME OF CONSULTANT)

12 By _____

13 _____
14 Type or Print Name

15 _____, 200_

16 By _____

17 _____
18 Type or Print Name

19 "Consultant"

20 CITY OF LONG BEACH, a municipal
21 corporation

22 _____, 200_

23 By _____
24 City Manager

25 "City"

26 This Agreement is approved as to form on _____, 200_.

27 ROBERT E. SHANNON, City Attorney

28 By _____

Deputy



City of Long Beach
Purchasing Division
333 W Ocean Blvd/7th Floor
Long Beach CA 90802

Attachment C

Statement of Non-collusion

The proposal is submitted as a firm and fixed request valid and open for 90 days from the submission deadline.

This proposal is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named; the proposer has not directly or indirectly induced or solicited any other proposer to put in a sham proposal and the proposer has not in any manner sought by collusion to secure for himself or herself an advantage over any other proposer.

In addition, this organization and its members are not now and will not in the future be engaged in any activity resulting in a conflict of interest, real or apparent, in the selection, award, or administration of a subcontract.

RLS 1-11-11
Authorized signature and date

Robert Pickens COO
Print Name & Title

me
1-11-11

EXHIBIT “A-2”

SECTION 3 – SCOPE OF PROJECT

3. SCOPE OF PROJECT:

- To provide telephone service for use by the inmate population of the Long Beach City Jail, with hands free telephone equipment that is approved and specifically designed for corrections to allow compliance with California Penal Code 851.5.

Securus has read, understands, and will comply.

Securus' inmate telephones are the strongest and most reliable units available, and are designed specifically for the prison environment.

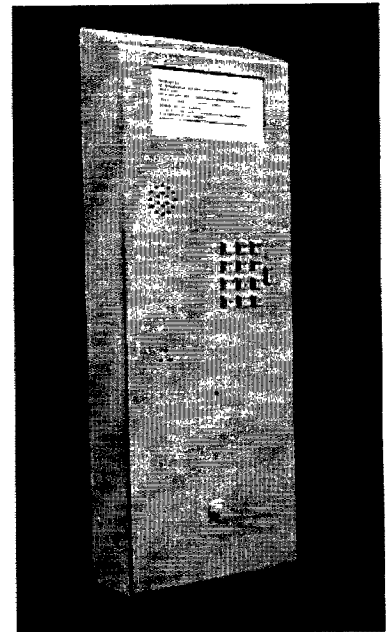
The following information is the manufacturer-provided telephone specifications:

THE INDUSTRY STANDARD

- The overwhelming choice for state prison systems, the Federal Bureau of Prisons, county, and city facilities nationwide
- Proven reliability, durability, and flexibility

HANDS FREE FEATURES/OPTIONS

- **Applications:** Drunk tanks, holding cells, inmate facilities/prisons, police departments, or any location where a prison official, jail administrator or police chief prioritizes safety issues above ADA compliance
- Cord free design
- Design provides similar privacy to that of a corded handset
- Built-in user controlled volume "LOUD" button for ADA mandated volume control (user must have control of volume amplification and volume must reset to normal with hang up to meet ADA requirements)
- Heavy-duty 14-gauge brushed stainless steel provides rugged vandal resistant telephone housing designed for inmate use while maintaining a clean professional look
- Vandal-proof ON/OFF switch
- Built-in instruction card window space
- Confidencer technology, built into every dial, filters out background noise at the user's location, allowing better sound to the called party
- All-in-one electronic dial features modular incoming line



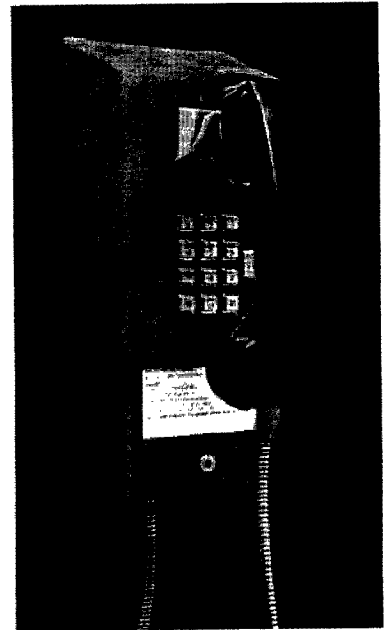
- Heavy chrome metal keypad bezel, buttons, and hookswitch lever withstand abuse and vandalism
- Has sealed transmitter and receiver caps, suitable for heavy use and abuse locations
- Pin-in-head security screws minimize tampering
- Hearing aid compatible and FCC registered US: 1DATE05BITC-254, IC: 3267A-ITC254

CORDED FEATURES/OPTIONS

- Powder coated cold rolled steel provides rugged vandal resistant telephone housing designed for inmate use
 - Confidencer technology, built into every dial, filters out background noise at the user's location, allowing better sound to the called party
 - All-in-one electronic dial features modular incoming line and handset connections for quick maintenance. Carbon (HS) and DuraClear® (DURA) Handsets have separate 4-pin connections.
 - Heavy chrome metal keypad bezel, buttons, and hookswitch lever withstand abuse and vandalism
 - Armored handset cord is equipped with a steel lanyard (1000# pull strength) and secured with a 14 gauge retainer bracket for maximum vandal resistance
 - Handset has sealed transmitter and receiver caps, suitable for heavy use and abuse locations
 - Pin-in-head security screws minimize tampering
 - Hearing aid compatible and FCC registered US: 1DATE05BITC-254, IC: 3267A-ITC254
- Telephones/equipment shall have the ability to record all inmate phone calls to assist in investigations.

Securus has read, understands, and will comply.

The SCP can record all inmate phone calls simultaneously and also allow personnel to listen to a pre-recorded call, while active calls continue to be recorded—all without loss of information. The system records the entire conversation from call acceptance to termination of the call.



- Vendor shall provide equipment capable of identifying the specific originating telephone that places a call.

Securus has read, understands, and will comply.

Securus will provide equipment capable of identifying the specific originating telephone from which an inmate places a call. Securus makes this and other important investigative information readily available to our partnering facilities with one of the only anywhere, anytime single-point access customer portals in the industry. At any time, day or night, 24-7, the City can use our S-Gate™ Command Center to securely access the facility's operations. Approved users can access all calling activity, including all call detail reports. In the call detail area, users can choose the date range, the site (if there are more than one), the originating phone (or all), and the called number (or all). The initial report shows the number of calls and the revenue for that originating number. Users can click on the originating number to view additional details such as: date, time, number of minutes, and revenue for that call.

- Vendor shall provide services, which have the ability to maintain recorded calls for easy retrieval and maintain the recorded calls for an indefinite length of time.

Securus has read, understands, and will comply.

Securus' Secure Call Platform (SCP) provides the ability to easily retrieve and maintain recorded calls for an indefinite length of time. Our Call Tracker feature gives investigators the ability to attach case-notes to a call and view it from a report such as a call detail report. The system also allows investigators to share notes about a call and use text entries, such as a case number or a specific gang affiliation in the case-notes as the search criteria to retrieve specific case-notes with the associated call detail record. Additionally, Securus' SCP Call Tracker feature protects the recording from being purged when the client storage policy expires by allowing the investigators to extend the expiration date of the associated call or download.

The Call Tracker feature is one of the many investigative tools Securus provides to assist partnering facilities in solving more crimes.

SCP MENU HOME HELP LOG OUT Logged in as [eroberts@SECURUS]

SECURUS

SYSTEM MONITOR TOOLS ADMIN

Customer: Securus Demo Site Site: All Sites Phone Group: All Phone Groups Phone: All Phones

Management Level: Securus Demo Site

Call Detail Records Search

Call detail record with case note icon Extend the expiration of a call detail record with case notes

View Criteria

27 RESULTS

<input type="checkbox"/>	Site	Port Loc	Ctry Code	Dialed	Start Date/Time	End Date/Time	Dur.	Accts/ PIN	Prepaid Accts	First/Last Name	Call Type	Call Status	Term. Category	Block Res. Code
<input type="checkbox"/>	Kellway Test Lab Allen	LP 3 1		4695460203 Intralata	07-01-2009 10:36:46	07-01-2009 10:37:21	35 (s) 0.58(m)	990016242 99002		Tony Lawrence	Person Call	complete	Caller Hang up	
<input checked="" type="checkbox"/>	Kellway Test Lab Allen	LP 3 1		4695460203 Intralata	07-01-2009 10:40:12	07-01-2009 10:41:43	91 (s) 1.52(m)	990016242 99002		Tony Lawrence	Person Call	complete	Called party hangup	
<input type="checkbox"/>	Kellway Test Lab Allen	LP 1 1		4695460203 Intralata	07-02-2009 13:23:22	07-02-2009 13:23:39	17 (s) 0.28(m)	990016242 99002		Tony Lawrence	Person Call	complete	Called party hangup	
<input type="checkbox"/>	Kellway Test Lab Allen	LP 1 1		4695460203 Intralata	07-08-2009 17:32:51	07-08-2009 17:34:03	72 (s) 1.2(m)	990016242 99002		Tony Lawrence	Person Call	complete	Called party hangup	
<input type="checkbox"/>	Kellway Test Lab Allen	LP 1 1		4695460203 Intralata	07-09-2009 09:39:55	07-09-2009 09:40:29	34 (s) 0.57(m)	990016242 99002		Tony Lawrence	Person Call	complete	Called party hangup	

SCP MENU HOME HELP LOG OUT Logged in as [eroberts@SECURUS]

SECURUS

SYSTEM MONITOR TOOLS ADMIN

Customer: Securus Demo Site Site: All Sites Phone Group: All Phone Groups Phone: All Phones

Management Level: Securus Demo Site

Call Tracker Search

Share case notes with other investigators Multiple search options

(Use * for wild card / partial searches)

FILL IN SEARCH CRITERIA (* indicates required fields)

Tracking: Custody Account:

First Name: Last Name:

Start Date: 07/30/2009 End Date: 07/30/2009

Results per page: 10

Reset Search

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Add Note To GDR

Tracking # Do Not Share

First Name

Last Name

Notes

3955 *

- Must provide service that provides recorded instructions for outgoing telephone calls in English, Spanish, and have the ability to provide other languages as requested.

Securus has read, understands, and will comply.

The Securus SCP default system setup provides message prompts in both English and Spanish and has the ability to provide other languages as requested. Inmates simply select a specific language at the beginning of the call process by dialing a single digit.

During the acceptance of a call, the called party receives the acceptance instructions in English first, and then receives an option to continue in the language the inmate selected. This fraud deterrent feature eliminates possible attempts by the inmate to confuse the called party with a language he/she does not understand.

To further assist in the calling process, Securus provides durable printed dialing instructions in both English and Spanish on each inmate telephone, using materials and techniques appropriate for the correctional environment that explains the process in an easy to read clearly defined manner.

SCP may be configured to provide language prompt instructions to the inmate in as many as nine (9) additional language prompts as required by the City. Once the necessary language prompts are set up in the SCP system, inmates simply select their specific language of choice at the beginning of the call process by dialing a single digit. During the acceptance of a call, the called party receives the acceptance instructions in English first, and then receives an option to continue in the language

selected by the inmate. This fraud deterrent feature eliminates possible attempts by the inmate to confuse the called party with a language he/she does not understand. Securus will work with the customer on the pricing of additional language options.

To further assist in the calling process, Securus will provide durable printed dialing instructions at each inmate telephone location in English, Spanish, and the other languages specified by the City. As a security measure, Securus will utilize materials and techniques appropriate for the correctional environment that explains the process in a clearly defined and easy to read manner.

- Vendor shall provide access to reports showing all dialed phone numbers, whether or not the call was successful.

Securus has read, understands, and will comply.

Securus provides access to reports that show all dialed phone numbers, even if the call was not completed or was blocked. Securus' SCP (Secure Call Platform) has a dedicated reports writer that provides investigative information based on the call detail records. This sophisticated reporting tool provides a reporting interface into all calling activities. Reports can be generated online and exported in:

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

Users can search and analyze call details on all calls placed from each inmate telephone through SCP. These details include date, time and duration, telephone number or origination and destination—if used—inmate ID, reason for termination, and much more. SCP retains call details on all call attempts, except those to blocked numbers. Users can customize the standard reports by varying search criteria, such as date range, facility, or call length.

SCP provides standard reports with parameter fields that allow the user to define the information content of each report based on the following criteria options:

- Per phone, per location, and per inmate
- Destination number (partial and/or full number entry)
- Date and time range
- Call frequency
- Call type (i.e., completed, incomplete, blocked, etc.)
- Number restriction and/or status assignment
- Personal allowed number cross-referencing
- Graphical display of call fluctuation
- Broad search with no data entry
- Suspected fraudulent call activity

- Inmate name
- Inmate PIN, if used, and/or account number
- Prepaid calling card number
- Destination zone (i.e., local, interLATA, interstate, intraLATA, international)

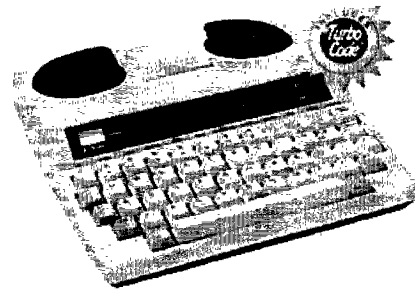
The Investigative Reports section compiles the data and opens the information in a report format, on the workstation monitor. Investigative Reports provides multiple functions for call playback, copying calls to remote media. Authorized personnel can use this unique application to generate a report with little or no concrete information available.

For example, SCP's frequently called number (FCN) report shows information relative to the amount of calls to a particular number and reflects the facility location from which the number was called.

The FCN feature allows investigators to generate a report by entering a frequency threshold that instructs the system to search for only those numbers that have been called a certain number of times throughout the facility. For example, by entering '50' in the parameter field, the system shows only those numbers that have been called 50 or more times within a designated timeframe. After the report appears on-screen, clicking the mouse produces a second report that represents all areas of the facility from which a specific number has been called. Investigators can use this report to analyze data and determine specific call patterns, detail suspicious activity, and selectively assign a watched number status to potential fraudulent numbers.

- Vendor shall provide equipment for the hearing impaired to include three TDD systems.
- Securus has read, understands, and will comply.

Securus will provide three TDD systems for the hearing impaired. These devices are integrated with SCP. The technology provided eliminates the need for a correctional officer or staff member from initiating the call process. The inmate calling process is initiated when the handset is placed on the TDD device and the speed-dial number is entered. The inmate then types the information into the TDD device that dials out through Securus' ITS to the state's telecommunication relay center (TRS). The information includes the option of including the inmate's PIN, along with a pre-set toll-free number that is direct-dialed to the TRS. With TRS, a special operator communicates back to the inmate to confirm the connection and begins the call connection process to the called party who receives the call on a collect basis.



Integrating the TDD call through the ITS allows for various policy and security measures that would be specified by the City, such as time limits, call recording,

remote printing of the content of the calls, prevent redialing, etc. All TDD calls that originate from a corrections environment and integrate with Securus' ITS are processed through a TRS.

The following information is the manufacturer-provided specifications of the TDD device Securus will provide.

Superprint 4425 Portable TDD Features:

- Built-in, 24-character printer
- 3 selectable print sizes
- 32k memory
- Date/time printed at the beginning of each call
- Turbo Code® and Auto IDTM
- Built-in ring flasher
- Arrow keys for easy review of memory
- Convenient GA/SK keys
- Easy-touch greeting memo
- Baudot code (45.5/50 baud rate)
- Sticky key feature (for single-handed typing)
- ASCII code is available
- Model CT-178ADP
- FCC Registered: 1U8USA-74411-CC-T
- TTY Announcer™ tells hearing callers you are using a TDD

Additional TDD Features Include:

- Direct connect (with two jacks) to a standard telephone line
- User-programmable relay voice announcer
- Call progress that indicates "ringing" or "busy"
- Auto-answer capabilities (with programmable message)
- Auto-busy redial and wait-for-response
- Remote message retrieval
- Tone or pulse dial
- Keyboard dialing
- Memory dialing/redial

- Vendor shall provide at least three portable telephones that can be located in special housing areas of the facility.

Securus has read, understands, and will comply.

Securus will provide three portable telephones that can be located in special housing areas of the facility.

- Shall provide equipment and software with the ability to block phone numbers to prevent harassment of victims or to ensure requests for number blockage is provided by local Administrator

Securus has read, understands, and will comply.

During installation, a global call blocking table is established, which immediately prevents inmates from making calls to specific numbers. Typically, the database includes numbers to local judges, sheriffs, facility personnel, jury members, attorneys and witnesses. Because a global call blocking table may contain thousands of entries, Securus' SCP offers unlimited blocking potential.

All dial-around area codes and exchanges, such as 800, 900, and 976, are blocked by default. In addition, access to live operator services, such as 0, 411, and 911, are blocked by default.

To provide maximum convenience to facility personnel, authorized facility personnel can administer blocked numbers using our single-point access S-Gate Command Center Website, or by calling Securus' Technical Support directly. All blocked numbers have an associated "Note" field stored in the blocked number database to record specific information for future reference.

- Shall have the ability to identify phone numbers that are privileged such as Attorneys and prevent them from being recorded.

Securus has read, understands, and will comply.

Securus' Secure Call Platform (SCP) provides the ability to automatically eliminate monitoring and recording of special calls (such as to attorneys) by designating the number as a "private" number.

Prior to installation of the call processor, Securus will upload the current CA BAR Association list, provided by the City, into the SCP Oracle database. The Web-based interface utility makes it easy for an administrator to maintain this database and, as always, technical support is available 24 hours a day 7 days a week to assist with any service needs in maintaining this data. The Securus technical support can also upload any updates provided by the City, into the SCP Oracle database by submitting the list for update.

Securus will work with the City by providing a copy of the current "Privileged or Private" from the existing system for their review, and update as requested with ATTORNEY numbers as provided by the City or the City's Attorney.

- Shall provide sufficient licenses, equipment and related technology to conduct multiple investigations simultaneously if required.

Securus has read, understands, and will comply.

Securus provides sufficient licenses, equipment and related technology to conduct multiple investigations simultaneously. The SCP can record all inmate phone calls simultaneously and also allow personnel to listen to a pre-recorded call, while active calls continue to be recorded—all without loss of information. The system records the entire conversation from call acceptance to termination of the call.

- Shall provide a program allowing inmates to contact their family to set up receiving inmate calls when needed to include a recorded message that provides instructions for usage.

Securus has read, understands, and will comply.

First Call Connect (FCC) is an account activator program for correctional facilities serviced by Securus. FCC provides the ability to connect inmates to friends and family who do not have a billing arrangement, to establish an AdvanceConnect or direct-bill account to pay for future calls.

Within the first 72 hours that a person goes to jail, he/she needs to call a lawyer, bail bondsmen, and/or friends and family members. Often, the called party is not available, or the called party's phone number is a cell phone. The detainee may try multiple people at multiple numbers to attempt to reach someone. Sometimes the called parties only have a cell phone. This program proactively connects the detainee to the friend/family member on that first call—regardless of billing status. The friend or family member is then prompted to call Customer Care to open an AdvanceConnect account or direct-bill account to pay for future calls.

Unlike any other program currently available in the marketplace, our technologically advanced FCC program allows a detainee to place—and connect—more calls to reach someone who can get them out, establish bond, or open and fund an AdvanceConnect or direct-bill account. Key features of the program include providing friend and family members the opportunity to understand how to set up a billing arrangement in order to receive calls from your loved one, and the ability to connect and to communicate with the friend or family member.

Before this innovative program, detainees could not call cell phones or some Competitive Local Exchange Carriers (CLEC), unless they used a prepaid card or unless the friend or family member had a billing arrangement with Securus.

According to the Dallas Business Journal, cell phone expenditures continue to grow as a percent of all U.S. telephone expenditures, indicating that cell phone usage will only continue to increase in the years to come.

Program Benefits & Value Proposition:

This new competitive account activator program, offered by Securus, results in:

- **Faster bonding out of detainees leading to increased security and efficiency within a facility**
- **An increased number of AdvanceConnect or direct-bill accounts being opened to pay for calls from detainees**
- **More AdvanceConnect accounts getting opened more quickly and with higher funding amounts, resulting in more potential commissionable calling activity**
- **Fewer complaints from inmates and their friend and family members by removing the restrictions of a “billing arrangement” in order to receive your first call**

FCC allows more friend or family members to open calling accounts, resulting in less frustration for facility personnel, detainees, constituents, and a higher number of prepaid accounts being created.

FCC differentiates Securus from our competitors by providing solutions to facilities that help get that critical first call out and creates billable calling relationships, potentially driving incremental new revenue for a facility and allowing detainees to bond out quicker and more effectively.

Correctional Billing Services (CBS) is an internal division of Evercom Systems, Inc. and provides dedicated customer service to the called parties 24 hours a day, 7 days a week. CBS establishes collect and pre-paid collect accounts for each customer as well as provides the called party (end-user) real time rating for each call prior to processing. Customer complaints, refund requests, and number blocking are all handled by CBS. For the convenience of the customer, CBS also provides personal account access through our Website at www.correctionalbillingservices.com, by emailing them directly at customer_service@correctionalbillingservices.com, or by toll-free number at 1-800-844-6591

CBS offers three types of accounts— AdvanceConnect / Prepay, Direct Bill and billing through the customer's Local Exchange Carrier (LEC).

- **AdvanceConnect / Prepay account:** There is no spending limit set on a prepay account. The customer makes the choice as to how much he or she wants to spend and how much money to put in the account. Prepayment does require a minimum payment of \$50.
- **Direct-billed account:** If a customer chooses to have a direct billed account set up, a credit check may be required. A Credit Limit is established for direct billed accounts. The customer will receive either a \$300 or \$100 spending limit for a 30 day period. If the credit check results do not qualify for a direct-billed account, the customer needs to set up a prepay account.
- **LEC-billed account:** Calls that can be billed through the local telephone company are subject to Securus' risk manager process. This process determines assigning a 90-day PVP (Payment Verification Point). If this spending limit is exceeded in less than 90 days, or if high velocity is reached (\$60 in 24 hours), the customer needs to contact CBS to avoid call restriction.

In addition, should the facility choose to implement an inmate-side prepaid option, such as prepaid calling cards, these calls would connect regardless of any CLEC or cellular telephone issues and have been shown to increase overall facility revenues and decrease grievances.

- Must Provide 24-hour Technical Support
- Securus has read, understands, and will comply.

Securus provides superior customer service capabilities from a state-of-the-art customer service center in Carrollton, Texas. Securus' Technical Support Center (TSC) is staffed by 60 technical center professionals and handles approximately 10,000 inbound queries per month. The TSC uses a call distribution system to automatically manage the flow of inbound customer calls. The TSC provides a single-point-of-contact where a facility may inquire on items such as remedial maintenance issues or trouble that may arise 24 hours per day, 7 days per week, 365 days a year.

There are three (3) convenient ways for a facility to obtain service: e-mail, facsimile, and by phone.

The service center offers:

- Technical support 24 hours a day, 7 days a week, 365 days a year
- Fully trained staff of support professionals to answer calls
- Sixty professionals to ensure quick problem resolution and a higher level of customer service
- Service event tracking to drive resolutions
- Prioritized calls and analyzed reports to ensure Service Level Agreements are met
- Certified technicians to provide quick problem resolution
- Ownership of every issue via training, support, other departments, information, etc
- System and individual site connectivity monitored 24/7/365

Recognizing the need to understand and track customers' service history and response time, Securus implemented the HEAT software for event tracking system. HEAT is a Web-based system that logs, tracks, manages, and assures appropriate response to all support queries. The service query results in a trouble ticket with priority level assignment, which drives the query diagnosis and response process. More than 95% of all service queries are addressed remotely through the call center.

Securus has established standard response times and service levels that accomplish our key objective, as your premier provider, of achieving the highest level of service to all our customers.

Standard SCP Service Levels

Each service query will be assigned an initial priority level. Upon contact from the facility, each service query is assigned one of three initial priority levels. Each level has a resolution and escalation timeline. The Securus technician performs the initial diagnosis and isolation, resolving many items during the first call. When a query is received, the Securus technician uses proper diagnosis and isolation procedures to determine if there is problem. If a problem is found, the reason for the problem is determined and either immediately resolved or the technician will engage the appropriate party for problem resolution. The TSC, at *all times*, retains ownership of any reported queries, and is responsible for the escalation and update functions. Every effort is made to resolve the problem remotely, within the framework of the resolution timeframes. If the problem cannot be resolved remotely, a service technician is dispatched to the facility to expedite problem resolution.

P3 Service Level

A P3 assignment occurs when less than 5% of system functionality is adversely affected by the system event and can include single and multiple phone-related issues. Examples of P3 service assignments include items such as:

- Static on the phone
- A party's inability to hear
- An inmate's inability to dial
- A broken phone
- Non-functioning dial pad
- Non-functioning cut off switches
- An inability to generate reports

Response time for a P3 event is 72 hours.

Customer Communication Guideline:

- If a dispatch is not required Securus notifies the facility when the service issue is resolved.
- If a technician is required Securus contacts the customer with an estimated time of arrival.

A P3 event is escalated to the Technical Support Department

P2 Service Level

A P2 assignment occurs when 5% to 29% of system functionality is adversely affected by the system event. Examples of a P2 service assignment would include problems or errors with items such as:

- Work station
- Specific system ports
- LEC circuits
- Unblocks
- Block numbers
- Missing CDRs
- Call searching

Response time for a P2 event is 24 hours.

Customer Communication Guideline:

- If a dispatch is not required Securus notifies the facility when the service issue is resolved.
- If a technician is required Securus contacts the customer with an estimated time of arrival.

A P2 event is escalation to the Technical Support Department

P1 Service Level

A P1 event is our highest service level, occurs when 30% or more of system functionality is adversely affected by the system event. Examples of P1 service assignments would include items such as:

- Voice prompts not operating
- Features not operating appropriately
- CD-burning abilities disabled
- Live call monitoring not operating appropriately
- S-Gate access denied
- All phones are out-of-service

Response Time for a P1 event is 2 hours.

Customer Communication Guideline:

- If a dispatch is not required Securus notifies the facility when the service issue is resolved.
- If a technician is required Securus contacts the customer with an estimated time of arrival.

A P1 event is escalation to the following people:

- Technical Support Department
- Technical Support Manager
- Technical Support Director
- Regional Field Manager
- Executive Director of Service

If resolution is delayed, escalation procedures within Securus' Management Team are activated to ensure appropriate resources are allocated to resolve the problem.

- Must respond in a timely manner to make repairs necessary to maintain inmate phone service, with a 4-hour minimum response.

Securus has read, understands, and will comply.

Our field service technician, Nicholas Maevsky, is a resident of Los Angeles County and has provided service to the City of Long Beach for the length of the present contract and will continue to be the field service technician for the City of Long Beach.

Securus will respond immediately upon notification, and a Technical Support team member will provide the Facility with a ticket number and an update based on the Priority level assigned. Should the initial technician not be able to resolve the issue immediately or within 30 minutes, then ticket will be escalated accordingly. Should the ticket require a dispatch of a Field Technician it will be assigned to our Dispatch team which will then contact the facility and provide an ETA for a technician to arrive at the site to complete resolution.

- Must provide the training relating to operating the inmate telephone system.
- Securus has read, understands, and will comply.

Securus provides product training covering all features outlined in the agreement. All training is conducted by experienced employees of Securus through online instructor-led classes at no cost to you. Securus' training programs enable agency personnel to use all features the first day of installation. Since applications are Web-based, most participants find it easy to maneuver through the features immediately.

In addition to standard training, Securus will work with you to customize your online training to meet your unique needs. We offer separate classes focused on different agency functions such as resourceful investigations, well-organized call monitoring, efficient system administration, etc. Ongoing training is offered twice a month throughout the year.

Training Course Elements

Securus is committed to providing your agency personnel with training that will maximize the potential of the features you selected. Training courses are in a user-friendly task oriented format to teach your agency personnel what they need to know to do their job. Courses are often separated into modules based on the types of duties officers tend to perform using the unique features of the application.

These are the standard training elements that Securus provides at no charge:

Course Module	Learn About
Getting Started	<ul style="list-style-type: none"> • Logging in for the first time • Logging in the rest of the time • Navigating • Managing your password
User Administration Activities	<ul style="list-style-type: none"> • Creating and changing user accounts • Defining a user's role and granting access permission • Resetting a user's password • Deactivating / deleting users • Running user management reports
Inmate Administration Activities	<ul style="list-style-type: none"> • Adding and changing inmate phone accounts • Deactivating inmate phone accounts • Administering the phones • Using administrative reports
Monitoring Activities	<ul style="list-style-type: none"> • Reviewing Call Detail Records (CDRs) • Monitoring live calls (as applicable) • Listening to recorded calls (as applicable) • Using monitoring reports • Saving calls and burning to CD (as applicable)

Course Module	Learn About
Investigation Activities	<ul style="list-style-type: none"> • Using CDRs for investigations • Recognizing trends in standard reports • Using other investigative tools to collect information for evidence • Digging into the details
Super User Activities	<ul style="list-style-type: none"> • Learning time-saving tips and tricks • Relating to actual agency situations and turning evidence into intelligence • Troubleshooting for operational and maintenance staff to minimize unnecessary service calls

Self-Help Elements

Securus also provides an online self-help system available at all times from a handy Help menu in the application. Keyword searching offers immediate access to the information they are seeking or they can follow the table of contents for a full learning experience.

Users can print one topic or the entire help system if a full User Manual is preferred. This method of “print what you need when you need it” ensures all printed material is updated with the current released product.

Features include:

- **Welcome Pages** - High level descriptions of the purpose and function of the selected feature.
- **How To** – Task based procedures to assist users in efficiently using the application to get their job done. Each topic includes a link to email Technical Support or Training for further assistance when necessary.
- **What’s New** – Describes new features in this release with links to more details or task based instructions.
- **Related Topics** – Links to similar topics users may find beneficial.
- **Pop-up Definitions** – Glossary Terms and Index words are defined at the click of a mouse without having to leave the topic to assist your users in quickly assimilating new concepts and technology.
- **Tips and Tricks** – Short cuts, helpful hints, and advanced topics for highly skilled users looking to improve their performance.
- **Solutions in S-Gate** – real world examples of how to use S-Gate to help you solve or prevent crime.
- **Frequently Asked Questions (FAQ)** – Common questions and their answers.
- **Troubleshooting** – Self-help to help your users figure out unexpected results and what to do next to get back on track.
- **Reference** – Handy reference material such as international dialing codes are available for your user’s convenience.

Features that are in development include:

- **Show Me tutorials** – Video clips to support users in learning more complicated tasks.
- **Feedback Mechanism** – “Was this Helpful?” and “Did you Find what you’re Looking for?” surveys for authors to improve content based on what users want to know.
- **Advanced management functions** – Reports that track how often users access specific items in the help system assist Securus in identifying areas where usability improvements or more focused training might be helpful.
- Provide train the trainer for the “local” Administrator to allow for the training of Long Beach Police Department employees who will use/monitor the system.

Securus has read, understands, and will comply.

Securus provides product training covering all features outlined in the agreement. All training is conducted by experienced employees of Securus through online instructor-led classes at no cost to you.

Securus’ training programs enable agency personnel to use all features the first day of installation. Since applications are Web-based, most participants find it easy to maneuver through the features immediately.

In addition to standard training, Securus will work with you to customize your online training to meet your unique needs. We offer separate classes focused on different agency functions such as resourceful investigations, well-organized call monitoring, efficient system administration, etc. Ongoing training is offered twice a month throughout the year.

Your Territory Manager, Pete Jensen will provide the onsite training for the City of Long Beach.

- Shall assist in providing evidence to the Court when needed to include expert testimony regarding the phone system.

Securus has read, understands, and will comply.

At the request of the Courts for Los Angeles County and Local Law Enforcement Agencies in the Long Beach Area, Securus will make available, qualified individuals to provide expert testimony regarding the Inmate Phone System, and assist in providing evidence to the Courts. These individuals are trained on all aspects of the Securus Calling Platforms, and are familiar with the specific laws and requirements that pertain to calls originating from custody facilities in the State of California.

- Must offer a competitive commission rate to serve as revenue for the City of Long Beach Jail Prisoner Welfare Fund.

Securus has read, understands, and will comply.

Securus is pleased to offer a competitive commission rate to serve as revenue for the City of Long Beach Jail Prisoner Welfare Fund. As instructed by paragraph 4.10 of this RFP, we have submitted our proposal in two (2) distinct parts - the narrative/technical proposal and the cost proposal. The narrative/technical proposal does not include cost and pricing information. Each part has been packaged separately, but they have been submitted together. Please see our Cost Proposal for the commission rate.

- Shall provide telephones for the booking area, which permit unrestricted telephone calls.
- Securus has read, understands, and will comply.

Securus will comply with the requirements of California Penal Code 851.5, which requires the gives an arrestee a right to make “a minimum of at least three completed telephone calls” no later than three hours after the arrest. The phone call is free, if within the local calling area; and at defendant’s expense (Collect), if outside the local calling area. If the call is to an attorney, it “shall not be monitored, eavesdropped upon, or recorded”.

- Provide telephones (2)/(equipment) for the inmate worker day room area.
- Securus has read, understands, and will comply.

Securus will provide 2 telephones for the Inmate worker day room area. These phones will be allowed to be collect or use prepaid debit, in compliance with the arrangements between the Correctional Staff and the Securus Account Team.

EXHIBIT “B”

**CITY HAS CHOSEN OPTION B FROM
THE SECURUS COST PROPOSAL**

SECURUS COST PROPOSAL FOR THE CITY OF LONG BEACH

Per the City's request, Evercom Systems, Inc., a wholly owned subsidiary of Securus Technologies, Inc. (hereinafter "SECURUS") is pleased to present the following Cost Proposal to the City of Long Beach:

- 1) To provide telephone equipment and service for the inmates housed at the Long Beach City Jail and generate revenue by offering a competitive commission rate to be paid to the City of Long Beach, Police Department.
- 2) Must offer a competitive commission rate to serve as revenue for the City of Long Beach Jail Prisoner Welfare Fund.

Securus Technologies has three options to allow the City to make the choice which best fits their present needs in serving the City of Long Beach Prisoner Welfare Fund each of these options are based on maintaining the present rates which we presently provide to the City of Long Beach as well as upgrading the City to the latest in technology in inmate telephone platforms.

Option A:

- This is being provided should the City need or want an upfront amount every year which they could use for the needs of the Prisoner Welfare Fund:
- Upgrade of Inmate phone system to the SCP platform and providing three new laptops for anywhere , anytime access to the inmate phone platform.
- \$25,000 dollars prepaid commission
- 50.1% monthly commission rate

This commission rate is based on gross billable revenue. The City will not be responsible for any uncollectible or fraudulent telephone calls, nor will any revenues be deducted from the commission for such calls.

Option B:

- Upgrade of Inmate phone system to the SCP platform and providing three new laptops for anywhere, anytime access to the inmate phone platform.
- 51% monthly commission rate
- Continue to provide month to month commissions based on gross billable revenue as we do today.

Option C:

- Upgrade of Inmate phone system to the SCP platform and providing three new laptops for anywhere, anytime access to the inmate phone platform.
- Agreement with the contract terms of one year but also agree to the two renewals for the full 36 months that the commission rate would increase one(1) percent a year each year.
- 51% year one of gross billable revenue
- 52% year two of gross billable revenue
- 53% year three of gross billable revenue

Securus Technologies/ Evercom/T-NETIX values its long time relationship with the City of Long Beach and feel that we have presented a very competitive commission rate along with a new state of the art telephone platform and would request that should the city receive an offer which is substantially higher than our offers above that we be given an opportunity to negotiate a mutually agreed upon figure to continue and service the City of Long Beach.

Call Rates for All Three Options:

We offer one nationwide calling rate for all three options:

\$2.25 Surcharge and \$0.30 Per Minute Charge (see table below for details)

These rates are flexible and adjustable as times change and LBPD needs change, per your request or by mutual agreement. Whether the call is Long Beach to San Francisco, or Long Beach to New York; there is **ONE RATE NATIONWIDE.**

PROPOSED CALL RATES FOR ALL OPTIONS
LOCAL SURCHARGE \$ 2.25

RATE MILEAGE	DAY		EVENING		NIGHT/WEEKEND	
	INITIAL PERIOD	EACH ADD'L PERIOD	INITIAL PERIOD	EACH ADD'L PERIOD	INITIAL PERIOD	EACH ADD'L PERIOD
0-99999	0.3000	0.3000	0.3000	0.3000	0.3000	0.3000

INTRALATA INTRASTATE SURCHARGE \$ 2.25

RATE MILEAGE	DAY		EVENING		NIGHT/WEEKEND	
	INITIAL PERIOD	EACH ADD'L PERIOD	INITIAL PERIOD	EACH ADD'L PERIOD	INITIAL PERIOD	EACH ADD'L PERIOD
0-99999	0.3000	0.3000	0.3000	0.3000	0.3000	0.3000

INTERLATA INTRASTATE SURCHARGE \$ 2.25

RATE MILEAGE	DAY		EVENING		NIGHT/WEEKEND	
	INITIAL PERIOD	EACH ADD'L PERIOD	INITIAL PERIOD	EACH ADD'L PERIOD	INITIAL PERIOD	EACH ADD'L PERIOD
0-99999	0.3000	0.3000	0.3000	0.3000	0.3000	0.3000

INTERLATA INTERSTATE SURCHARGE \$ 2.25

RATE MILEAGE	DAY		EVENING		NIGHT/WEEKEND	
	INITIAL PERIOD	EACH ADD'L PERIOD	INITIAL PERIOD	EACH ADD'L PERIOD	INITIAL PERIOD	EACH ADD'L PERIOD
0-99999	0.3000	0.3000	0.3000	0.3000	0.3000	0.3000

**** Plus applicable taxes and other government fees**

EXHIBIT “C”

City’s Representative:

Yvonne Duke