

**SERVICE AGREEMENT  
WITH SECURUS TECHNOLOGIES, INC.  
TO PROVIDE  
INMATE TELEPHONE SERVICES**

**THIS AGREEMENT** is made and entered into this 2nd day of February, 2014<sup>15</sup> by and between **Santa Fe County**, hereinafter referred to as “the County” and **Securus Technologies, Inc.**, a Delaware corporation with a principle business address located at 14651 Dallas Pkwy., 6<sup>th</sup> Floor, Dallas, TX 75254, hereinafter referred to as the “Contractor”. *ROY 1/20/15*

**WHEREAS**, pursuant to NMSA 1978, § 13-1-126 of the Procurement Code, the Santa Fe Procurement Manager made a written determination that the Contractor is the sole source of these particular inmate telephone services for the Santa Fe County Adult Detention Facility and that this contract is procured as a sole source procurement; and

**WHEREAS**, the parties desire to set-forth herein their mutual covenants and responsibilities and enter into this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the parties hereto mutually agree as follows:

**IT IS MUTUALLY AGREED BETWEEN THE PARTIES:**

**1. SCOPE OF WORK**

**OVERVIEW/ SCOPE OF SERVICES**

The Contractor shall provide both local and long distance telephone service to inmates of the Santa Fe County Adult Detention Facility (ADF) which meet ADF’s technical and functional requirements for services. The system shall provide currently manufactured and technically supported brands and components.

The Contractor shall provide on-premise recording and monitoring capability of all inmate telephone calls including, closed circuit inmate visitation telephone calls. Teletypewriter (TTY) phones, Telephone Device for the Deaf (TDD) and ME/LE calling and reporting features.

The Contractor will be required to coordinate with the County to allow for an uninterrupted transition and implementation of new services when the previous provider ceases service and Contractor begins. The Contractor will be responsible for all costs associated with acquiring, installing, operating, and maintaining a complete inmate telephone system during the term of this Agreement. All installation and maintenance work shall be provided by the Contractor and shall include, but is not necessarily limited to, conduit, j-boxes and covers from each station to a centralized location. A/C electrical power to be provided by the Contractor.

## 2. SPECIFICATIONS AND REQUIREMENTS

### A. TELEPHONES

The Contractor shall install forty (40) inmate telephones, one (1) of which shall be a Telephone Device for the Deaf (TDD). The TDD unit must be durable, tamper-resistant, designed specifically for public use and suitable in a jail environment. Contractor shall comply with all applicable Federal and State statutes and regulations as well as local ordinances now in effect or hereinafter adopted.

- All phone(s) instruments shall provide dial tone/system prompts when the handset is off the hook;
- All electrical equipment must be installed in compliance with National Code requirements;
- Telephones shall be ADA compliant;
- All telephones must be securely fastened to the wall in locations selected by the County;
- Telephone instruments shall have touch-tone keypads;
- Amplified handsets may be required in specific areas. Those telephones shall be fitted with a volume control device, which will allow the inmate to increase or decrease the volume of the handset earpiece.
- Contractor must provide non-coin; collect call inmate telephones composed of durable, tamper-free equipment suitable for a detention environment. Equipment must contain no removable parts;
- Written dialing instructions in English, Spanish and Navajo must be permanently and prominently displayed on each inmate phone;

The Contractor shall provide system capabilities for protection from power surges and equipment capabilities for protection from power outages. All installed wiring must be concealed. Telephones shall be wired separate and apart from the administrative PBX phone system. All ports will remain as currently labeled or if the ports are renumbered/renamed, the labeling must also be changed. Terminal blocks shall be labeled at each facility. All splices located in pipe chase ways within housing units must be labeled or landed on a strip that is labeled. All labels must be shrink tube whenever possible and the Contractor must provide the County with as-built drawings with color-coded wiring clearly indicated. Splices in the chase ways must be gel splices (outdoor splices). Telephones that must be added or removed at existing or additional locations shall be at no cost to the County.

### B. GENERAL CONFIGURATION REQUIREMENTS

The County requires an inmate telephone calling platform and the call processor; recording, monitoring and debit systems shall be fully integrated. The hardware and software used for the calling platform shall be a fully integrated, Windows based, full channeled recording, call monitoring and call processing system. Automated call instruction/announcements in English and Spanish. Instructions shall be provided for recipient to accept, reject, or block calls by pressing a keypad number. The system will include a recorded greeting to the called party that indicates the call is a collect call from the Santa Fe County Adult Detention Facility and is subject to recording and/or monitoring that provides the called party with the identity of the calling party and provide the called party with the opportunity to accept or reject the call. The system shall utilize digital recording on internal hard drive storage capable of 3-6 months storage at each site with ability to archive to CD ROM.

Additional features required shall include:

- Personal Identification Number (PIN) or inmate biometric identification accessibility;
- System to set call time limits (e.g. 1 to 60 minutes);
- System must automatically cut off at end of established time limit;

- The ability to retrieve existing taped calls for a year and copy to CD at no cost to the County;
- The ability to cross reference an issued calling card number to the name of the inmate who purchased the calling card at the administrative workstation located in the ADF;
- The System shall include an automated attendant operator. Available for the ADF to change the script;
- The telephone system shall be a collect automated operator platform;
- The system shall not allow any incoming calls;
- The system shall permit collect only, one-way outgoing, station-to-station calls billed to the called party, or charged to a debit system set up for inmate use for the purpose of placing phone calls through this system;
- The system shall be capable of detecting and auto-blocking three-way and conference calls;
- The three-way calling detection feature shall provide the ability to indicate in the database a three-way call attempt as a potentially fraudulent call. The system shall have capability to first, mark the call and second, automatically disconnect. An ongoing database log will mark all such calls as three-way call attempts. The detection system shall monitor each line for events that appear leading to a three-way call attempt from the called party (when a terminating switch hook is flashed). When the detection system determines it has this particular type of event, the call will be flagged and will be terminated or allowed to continue for recording and investigative purposes;
- The system shall not allow chain dialing and secondary dial tones;
- The system shall detect any extra digits dialed by the inmate after the party has accepted the call;
- The system shall guard against “hook-switch dialing” and other fraudulent activities;
- The system shall be capable of providing call completion to any point within the continental United States, Alaska, and Hawaii;
- The system must be designed to provide reliable inmate telephone service with full backup and system recovery contingencies;
- Call set-up and acceptance process must be completed within reasonable timeframe;
- The system shall provide an announcement that the call may be recorded or monitored;
- The system must be flexible so that time and days may be changed to coincide with holidays and weekends;
- The System must prohibit access to “411” information service and “911” emergency services;
- The system must be accessible from an offsite area to troubleshoot and update software.
- Upon completion of installation contractor must provide the County with a list of telephone numbers, serial numbers, and locations of each unit;
- Bilingual synthesized voice (English, Spanish, and Navajo, if possible) must be utilized to instruct and assist the inmate, and called party, while placing a call.

### **C. CALL MANAGEMENT AND REPORTING WORKSTATION**

- 1) The Contractor shall provide a means to implement a Call management / reporting workstation at the ADF. The call management / reporting workstation shall allow call blocking by telephone number and individual telephone on/off control both manually and scheduled call blocking.
- 2) The call management/reporting workstation shall also provide easy to use reporting access call history and detail data. This information shall be stored for a minimum of three (3) months.

- 3) The Contractor shall provide all archival hardware, software system and supplies to perform all system, database backups, archiving and recovery data using a system back up at the workstation.
- 4) The workstation shall be equipped with hardware/software to allow the transfer of recorded inmate calls to CD-ROM in a non-proprietary format for use by investigating agencies.
  - Ability to provide reports on a daily, weekly, monthly, or real time basis;
  - All reports shall be organized by any combination of location, PIN, phone, number dialed, time/date, duration, call type, call status, etc.;
  - The system shall be fully supported by remote maintenance including remote polling capabilities and system self-diagnostic to troubleshoot system problems quickly with little or no interference to daily phone operations.
- 5) The system shall have the capability to disconnect a call that is being monitored. Calls to certain predetermined telephone numbers shall not be recorded. The system must be able to exempt specific telephone numbers from monitoring or recording.
  - The system must be capable of identifying specified telephone numbers as “do not record”;
  - The recording system shall incorporate proven technology to scan recordings, search recordings, highlight recordings with notes, and transfer recordings for use by the staff in their routine investigations;
  - The system shall have the capability of “on demand” storage recordings on the hard drive(s) and the recordings must be accessible instantly;
  - The system shall include an alert system that detects and identifies calls made to restricted numbers, calls made by restricted individuals, or calls made from restricted phones;
  - The system must provide for the monitoring of live inmate calls without any detectable deterioration of call quality or call interruptions;
  - The system must be able to terminate a live, monitored call in real time, on-demand; and
  - The system must be configured such that all recorded calls may be accessed from any workstation.

#### **D. PREPAID SERVICES/ PHONE CARDS**

The County requires use of prepaid (debit) services. The Contractor shall have available a calling card function associated with the system:

- The system must provide a prepaid calling card function;
- Cards shall be available to inmates via the existing commissary system;
- Phone cards shall be available in incremental denominations;
- The prepaid system shall be capable of informing the inmate of remaining card value and balance;
- The calling card system must be capable of recording calling card sales and tracking minutes used/left on each card;
- The system must be able to identify the name of the inmate who purchased the calling card and must have some type of fraud protection.

**E. MAINTENANCE AND REPAIRS**

The Contractor shall be responsible for providing and installing signage and other ancillary items associated with or necessary to providing the service, at no cost to the County. Services will be guaranteed for the duration of the contract period. The Contractor shall assume responsibility for all equipment and software defects for the entire duration of the contract. The Contractor shall correct all defects and problems associated with the hardware or software at no cost to the County.

The Contractor is responsible for all maintenance and repairs to inmate telephones and the inmate telephone system. The equipment installed at the ADF will remain the sole and exclusive property of the Contractor. The Contractor shall provide all necessary labor, parts, materials and transportation to maintain all inmate telephones and related service equipment in good working order, and in compliance with the equipment manufacturer’s specifications throughout the life of the contract. The Contractor shall provide telephone equipment personnel who are fully trained, manufacturer certified, and/or qualified on the equipment and software to be serviced

1) Service, Maintenance and repairs:

- Technical service representatives shall be available 24 hrs. a day/ 7 days a week/ 365 days per year to resolve any service issues.
- Due to security issues, Services shall not be subcontracted to third party contractors;
- The Contractor shall have factory certified technicians to repair and/or maintain the equipment so that disruption of services will be at a minimum;
- The frequency of on site work is to be as often as necessary to provide preventive maintenance to keep the system in good operational status;
- The cost for any and all repairs shall be borne by the Contractor at no cost to the County;
- The Contractor shall be responsible for determining whether line access failure is the fault of the local exchange carrier (LEC), the inter-exchange carrier (IEC), or the Contractor’s equipment;
- If the failure is determined to be the fault of the Contractor’s equipment, hardware, software or wiring, the Contractor shall correct the problem at no cost to the County;
- The Contractor shall specify the service response time after notification by the County of a service problem;
- The Contractor shall maintain an adequate inventory of spare parts readily available for repairs and maintenance of the system.
- The Contractor shall respond to an emergency request and be on-site, if necessary, within six (6) hours from the time of notification to the emergency repair number, twenty-four (24) hours a day, 365 days a year;
- The Contractor shall notify the County at least twenty four (24) hours prior to any planned occurrence that may result in a service interruption to any inmate phone or service that lasts in excess of fifteen (15) minutes.

2) The Contractor shall provide prompt repair of inmate telephone problems and shall minimally meet the following repair times:

- **Priority Level One-** Emergency Request. Multiple housing units that are not in operation, multiple inmate phones not operational or entire system failure. Intake phones not operational or the lack of ability to record or any other failure that severely limits the proper use of the phone system. Technician on site and repairs commenced within six (6) hours following notification to the Contractor;

- **Priority Level Two-** One entire housing unit that is not in operation or one inmate phone not operational. Repair will be made within 24 hours following notification to the Contractor;
- **Priority Level Three-** One of multiple phones in a housing unit that is not in operation. Repair will be made by the end of the second business day following notification to the Contractor.

**F. INTERNATIONAL CALLS**

The Contractor shall have billing arrangements with foreign telephone system operators and shall allow for international calls. The system shall offer costing of the Intra-LATA and Inter-LATA calls. The Contractor must have a currently established collection or billing arrangement or Intra-LATA and Inter-LATA calls. The billing arrangements must demonstrate good faith efforts that establish control over the distant bill; prevailing collect call rates for foreign jurisdiction shall apply. International commissions collection shall be computed and paid by a surcharge per minute toll or the least expensive route of collection

**G. BLOCKED CALLS**

- Calls cannot be blocked due to a lack of billing agreements with Contractor;
- Calls may be blocked to telephone numbers that have delinquent bills if a customer refuses to pay for approved calls to that number;
- The Contractor shall provide a toll-free number for the public to use in resolving billing questions;
- The Contractor shall not bill users for incomplete calls (e.g., network intercept recordings, busy signals, and no-answers);
- A conversation shall be blocked until the called party accepts the call;
- The system shall have the capability of permitting the called party to block all future calls from the County's ADF;
- The called party shall be able to provide positive acceptance and active consent of the telephone call or reject a call by voice overlay or touch-tone keypad;
- The called party shall have the opportunity to be informed of the cost of the call prior to accepting the call, on all collect calls.

**I. TRAINING**

The Contractor shall provide training on the inmate telephone workstation features and usage for all workstations. The Contractor shall provide a detailed scope of training, including a training schedule, the length of training, various times training can be provided and the number of personnel that can attend a training session. Training shall occur no later than 14 days from the "go-live" date, at no cost to the County. The County personnel must be trained and permitted to make these changes in-house and without additional cost. The Key All System Administration activities, including changes to the inmate authorization database, will be under the control of the ADF staff. An administrative workstation consisting of a computer, monitor, printer, modem and system-connected test phone will be provided to the County. All necessary changes to the system (timing, schedules, PIN updates, etc.) can be made from the ADF, on-site. The administrative work stations shall have all levels of security.

**J. CONTRACTOR SECURITY CLEARANCE**

The County will require a security clearance on Contractor employees who require access to any ADF facility. The security clearance will be completed by the Sheriff's office at no charge to the

Contractor. The Contractor shall provide employee DOB's and SSN's for this purpose. The Contractor's employees who fail the security clearance will not be permitted inside the Jail.

#### **K. TESTING AND ACCEPTANCE**

1. The Contractor shall calibrate systems equipment and verify operation before the systems are placed on-line. Before obtaining permission from the County to schedule an acceptance test, the Contractor shall provide written certification to the County that the systems have been calibrated, tested and are ready to begin a 14-day burn-in and acceptance test period.
2. The system shall be completely tested to assure that all components, stations, accessories, options, etc., are hooked up and in acceptable working order.
3. Final Acceptance Test
  - a). The Contractor shall conduct a final acceptance test after a period of not less than 14 consecutive normal working days of trouble-free operation, on the complete and operational system to demonstrate it is functioning in accordance with all requirements of this specification. The final test will evaluate 100% device and function testing;
  - b). The Contractor shall document items functioning incorrectly and provide a plan for correcting by the manufacturer;
  - c). The County shall determine if a re-test period shall be necessary, based on the extent of any malfunction or inappropriate construction method. The Contractor shall be responsible for additional costs for the re-test.
4. Final system acceptance shall be based upon the completion of the following items:
  - a). Completion of the installation of all hardware items;
  - b). Complete operation of the systems, with no failures during the entire acceptance test period;
  - c). Satisfactory completion of all training programs;
  - d). Upon final acceptance, the warranty period shall begin.

#### **L. PREA TRACKING SOFTWARE, SERVICE AND UPDATES**

Contractor will provide PREA Tracking Software, Service and Updates (Compliance Suite). PREA Compliance Suite is designed to enable the County to be in compliance with the Prison Rape Elimination Act, 42 U.S.C. § 15601- 15609 ("PREA") by facilitating the ADF to collect, track and report information and incidents required by PREA incidents. County's use of the PREA Compliance Suite is governed by and conditioned upon the County's acceptance of the terms set forth in this Agreement.

The PREA Tracking Software or Compliance Suite shall consist of and include:

- A new workstation with faster servers and a larger hard-drive and printer;
- The installation of the PREA Tracking System Software and service is configured into the Call Management and Reporting Workstation to allow for reporting access call history, detail data and to perform all necessary call management capabilities;
- A Host-Based Inmate Telephone System Platform to be used to remotely house County inmate telephone recordings and data to ensure information is securely stored and protected;

- Redundancy capability to allow the same recordings to be stored in two (2) different locations simultaneously (Dallas Texas and Atlanta Georgia) to ensure records/recordings are protected from catastrophic events;
- System for remote access to inmate telephone call information, records to include download recordings capability for designated County staff with proper administrative rights, User IDs and passwords.

### 3. **ADDITIONAL SERVICES**

- A. The parties agree that all tasks set forth in Paragraph 1, SCOPE OF WORK of this Agreement shall be completed in full, to the satisfaction of the County, for the amount set forth in Paragraph 3, COMPENSATION AND INVOICING of this Agreement, and for no other cost, amount, fee, or expense.
- B. The County may from time to time request changes in the scope of work to be performed hereunder. Such Changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the County and the Contractor, shall be incorporated in written amendments to this Agreement.

### 4. **PRICING PROVISIONS**

The following call rates for Santa Fe County Inmates shall be charged by the Contractor and no more:

Local flat rate surcharge: \$.50 (includes day, evening/ night & weekend)  
IntraLata flat rate surcharge: \$.50 + \$.10 per minute (includes day, evening/ night & weekend)  
InterLata flat rate surcharge: \$.50 + \$.10 per minute (includes day, evening/ night & weekend)  
Interstate No flat Rate Surcharge: \$.25 per minute (includes day, evening/night & weekend) or \$.21 per minute for prepaid accounts.  
Prepaid Card Calls: Local, IntraLata, InterLata = \$ .10 per minute (includes day, evening/night & weekend); Interstate = \$.21 per minute  
International = \$.10 per minute (includes day, evening/ night & weekend)

### 5. **EFFECTIVE DATE AND TERM**

This Agreement shall become effective on the last date of signature by the parties. The term of this Agreement shall be four (4) years and shall terminate four (4) years from the effective date, unless terminated pursuant to Paragraph 6, TERMINATION, of this Agreement.

### 6. **TERMINATION**

- A. Termination of Agreement for Cause- Either party may terminate the Agreement for cause based upon any material breach of this Agreement by the other party, provided the non-breaching party shall give the breaching party written notice specifying the breach and shall afford the breaching party reasonable opportunity to correct the breach. If within seven (7) days after receipt of a written notice the breaching party has not corrected the breach or in the case of breach which cannot be corrected in seven (7) days the breaching party has not begun and proceeded in good faith to correct the breach, the non-breaching party may declare the breaching party in default and terminate the Agreement effective immediately. The non-breaching party shall retain any and all other remedies available to it under law.

Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Agreement by the Contractor, and the County may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the County from the Contractor is determined.

- B. Termination for Convenience of the County- The County may terminate this Agreement at any time by giving at least one years advanced notice in writing to the Contractor. By such termination, neither party may nullify obligations already incurred for the performance or failure to perform work rendered prior to the date of termination of this Agreement. However, neither party shall have any obligation to perform services or make payment for services rendered after such date of termination.

## **7. INDEPENDENT CONTRACTOR**

The Contractor, its agents and employees are independent contractors performing professional services for the County, and are not employees or agents of the County. Notwithstanding that the Contractor enters into and performs under this Agreement, the Contractor and its agents and employees shall not accrue leave, participate in retirement plans, or liability bonding, use County vehicles, or participate in any other benefits afforded to employees of the County.

## **8. PERSONNEL**

- A. The Contractor represents that it has, or will secure at its own expense, all personnel required to perform all of the services required under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the County.
- B. All services required hereunder will be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

## **9. ASSIGNMENT**

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the County.

## **10. SUBCONTRACTING**

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the County.

## **11. INDEMNITY**

- A. The Contractor shall defend, indemnify, and hold harmless the County and its Elected Officials, agents, and employees from any losses, liabilities, damages, demands, suits, causes of action, judgments, costs or expenses (including but not limited to reasonable court costs and attorneys' fees) to the extent caused by the Contractor's negligent performance or willful misconduct of its obligations under this Agreement, including but not limited to Contractor's breach of any representation or warranty made herein.
- B. The County shall be advised of any counsel retained by Contractor to defend any demand, suit, or cause of action in which the County is named. The Contractor agrees (i) that the County shall have the right to participate in the defense of any such demand, suit, or cause of action

concerning matters that relate to County and (ii) that such suit will not be settled without notification to the County

- C. The Contractor's obligations under this section shall not be limited by the provisions of any insurance policy the Contractor is required to maintain under this Agreement.

## 12. RECORDS AND INSPECTIONS

The Contractor shall maintain detailed books, documents, accounting records and other evidence pertaining to services and costs incurred in providing all services identified in Paragraph 1, SCOPE OF WORK of this Agreement. The Contractor shall make such materials available at their respective offices for inspection by the County at all reasonable times during the Agreement period, including before and after payment, and for three (3) years from the date of final payment under this Agreement.

## 13. INSURANCE

- A. General Conditions. The Contractor shall submit evidence of insurance as is required herein. Policies of insurance shall be written by companies authorized to write such insurance in New Mexico.
- B. General Liability Insurance, Including Automobile. The Contractor shall procure and maintain during the life of this Agreement a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than \$1,050,000 combined single limits of liability for bodily injury, including death, and property damage for any one occurrence. Said policies of insurance shall include coverage for all operations performed for the County by the Contractor; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment, both on and off work; and contractual liability coverage under which this Agreement is an insured contract. The County of Santa Fe shall be a named additional insured on the policy.
- C. Workers' Compensation Insurance. The Contractor shall comply with the provisions of the Workers' Compensation Act.
- D. Increased Limits. If, during the life of this Agreement, the Legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act (NMSA 1978, Sections 41-4-1 through 41-4-29, as amended), the Contractor shall increase the maximum limits of any insurance required herein.
- E. Malpractice/Errors and Omissions Insurance. The Contractor shall procure and maintain during the life of this Agreement professional liability or errors and omissions insurance in amounts not less than \$1,000,000 for any one occurrence.

## 14. APPROPRIATIONS AND AUTHORIZATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the Santa Fe County Commission or the Legislature of the State of New Mexico, if state funds are involved, for performance of this Agreement. If sufficient appropriations and authorizations are not made by the Santa Fe County Commission or the Legislature of the State of New Mexico, if state funds are involved, this Agreement shall terminate upon written notice being given by the County to the Contractor. The County is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered and approved for expenditure by the County. The County's decision as to whether its funds are sufficient for fulfillment of this Agreement shall be final.

## **15. PERMITS AND LICENSES**

The Contractor shall procure all permits and licenses, pay all charges, fees, royalties, and give all notices necessary and incidental to the due and lawful performance of the work. The Contractor shall obtain releases, licenses, permits or other authorization to use photographs, copyrighted materials, artwork or any other property or rights belonging to third parties obtained by the agency for use in performing services to the County. Upon receipt of releases, licenses, permits from other authorizations. The Contractor shall provide the County copies.

## **16. RELEASE**

The Contractor, upon expirations or termination of this Agreement, releases the County, its officers, agents and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the County to any obligation not agreed to herein unless the Contractor has express written authority from the County to do so, and then only within the strict limitations of that authority.

## **17. SOFTWARE LICENSE; CONFIDENTIALITY**

**17.1 Software License.** Contractor grants County a personal, non-exclusive, non-transferable license (without the right to sublicense) to access and use certain proprietary computer software products and materials in connection with the system applications (the "Software"). The Software includes any upgrades, modifications, updates, and additions to existing features that we implement in Contractor's discretion (the "Updates"). Updates do not include additional features and significant enhancements to existing features. County's rights to use any third-party software product that Contractor provides shall be limited by the terms of the underlying license that Contractor obtained for such product. The Software is to be used solely for County's internal business purposes in connection with the applications at the County inmate facilities. County will not (i) permit any parent, subsidiary, affiliated entity, or third party to use the Software, (ii) assign, sublicense, lease, encumber, or otherwise transfer or attempt to transfer the Software or any portion thereof, (iii) process or permit to be processed any data of any other party with the Software, (iv) alter, maintain, enhance, disassemble, decompile, reverse engineer or otherwise modify the Software or allow any third party to do so, (v) connect the Software to any products that Contractor did not furnish or approve in writing, or (vi) ship, transfer, or export the Software into any country, or use the Software in any manner prohibited by the export laws of the United States. The System and Applications (the "Contractor Confidential Information") shall at all times remain confidential to Contractor. Other than as required to be disclosed by law or judicial or government order, the County will not disclose such Contractor Confidential Information to any third party without Contractor's prior written consent.

**17.2 Confidentiality.** Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without prior written approval of the County. Notwithstanding anything to the contrary, Contractor's system and the applications shall at all times remain the Contractor's sole and exclusive property. During the term of this Agreement and for a reasonable period of time thereafter, Contractor will provide County with reasonable access to the call records. Contractor (or its licensors, if any) have and will retain all right, title, interest, and ownership in and to (i) the Software and any copies, custom versions, modifications, or updates of the Software, (ii) all related documentation, and (iii) any trade secrets, know-how, methodologies, and processes related to our Applications, the System, and its other products and services (the "Materials"). The Materials constitute

proprietary information and trade secrets of Contractor and its licensors, whether or not any portion thereof is or may be the subject of a valid copyright or patent.

**18. PUBLICATION, REPRODUCTION AND USE OF MATERIAL**

No material produced in whole or in part under this Agreement which is prepared by the Contractor for the County as a “work for hire” shall be subject to copyright in the United States or in any other country. The County shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, such reports, data or other material prepared under this Agreement. For services related to applications which may allow the County to monitor and record inmate or other administrative telephone calls, or transmit or receive inmate electronic messages (“e-mail”); by providing the application, Contractor makes no representation or warranty as to the mail messages. Further, County retains custody and ownership of all recordings, and inmate e-mail messages; however County grants Contractor a perpetual limited license to compile, store, and access recordings or inmate calls and access inmate e-mail messages for purposes of complying with the requests of officials at the ADF. This license does not apply to recordings of inmate calls or e-mail messages with their attorneys or to recordings or email messages protected from disclosure by other applicable privileges.

**19. CONFLICT OF INTEREST**

The Contractor warrants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with performance of services required under this Agreement.

**20. AMENDMENT**

This Agreement shall not be altered, changed or amended except by an instrument in writing executed by the parties hereto.

**21. INTEGRATION**

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this written Agreement. No prior agreement, covenant or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

**22. APPLICABLE LAW**

In performing the services in the SCOPE OF WORK outlined herein, the Contractor shall comply with all applicable Federal, State of New Mexico and local government laws and ordinances. This Agreement shall be construed in accordance with the laws of the State of New Mexico.

**23. SEVERABILITY**

If any term or condition of this Agreement shall be held invalid or non-enforceable by any court of competent jurisdiction, the remainder of this Agreement shall not be affected and shall be valid and enforceable to the fullest extent of the law.

**24. COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW**

- A. In performing its obligations hereunder, the Contractor shall comply with all applicable laws, ordinances, and regulations.
- B. This Agreement shall be construed in accordance with the substantive laws of the State of New Mexico, without regard to its choice of law rules.
- C. This Agreement shall be governed exclusively by the laws of New Mexico as the same from time to time exist. Any litigation arising out of this Agreement shall be resolved in state and federal courts located in Santa Fe County, New Mexico.

**25. NOTICE OF PENALTIES**

The Procurement Code, NMSA 1978, Section 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation. In addition, New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.

**26. NO THIRD-PARTY BENEFICIARIES**

This Agreement was not intended to and does not create any rights in any persons not a party hereto.

**27. FACSIMILE SIGNATURES**

The parties hereto agree that a facsimile signature has the same force and effect as an original for all purposes.

**28. NEW MEXICO TORT CLAIMS ACT**

No provision of this Agreement modifies or waives any sovereign immunity or limitation of liability enjoyed by the County or its “public employees” at common law or under the New Mexico Tort Claims Act, NMSA 1978, § 41-4-1, et seq.

**29. CONTRACTOR’S REPRESENTATIONS AND WARRANTIES**

The Contractor hereby represents and warrants that:

- A. It is a limited liability company duly organized and in good standing under the laws Delaware.
- B. This Agreement has been duly authorized by the Contractor, the person executing this Agreement has authority to do so, and, once executed by the Contractor, this Agreement shall constitute a binding obligation of the Contractor. This Agreement and the Contractor’s obligations hereunder do not conflict with the Contractor’s articles of incorporation or by-laws or any corporate resolution adopted by the Contractor.

**30. APPOINTMENT OF AGENT FOR SERVICE OF PROCESS**

The Contractor hereby irrevocably appoints National Registered Agents., a Delaware corporation with a New Mexico principle address of 433 Paseo De Peralta, Santa Fe, NM 87501 as its agent upon whom process and writs in any action or proceeding arising out of or related to this Agreement may be served. The Contractor acknowledges and agrees that service upon its designated agent shall have the same effect as though the Contractor were actually and personally served within the State of New Mexico.

**31. CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

The Contractor agrees to compute and submit simultaneous with execution of this Agreement a Campaign Contribution Disclosure Form approved by the County.

**32. NOTICES**

All notices required to be given to the County under this Agreement shall be mailed (pre-postage paid) to:

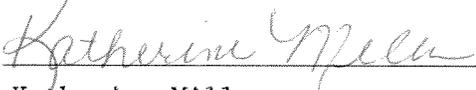
Santa Fe County Adult Correctional Facility  
4312 State Highway 14  
Santa Fe, NM 87508  
(505) 471-4941  
Mark Caldwell, Deputy Warden  
\_\_\_\_\_ Jail Administrator

All notices required to be given to the Contractor under this Agreement shall be mailed (pre-postage paid) to:

Securus Technologies, Inc.  
14651 Dallas Pkwy., 6<sup>th</sup> Floor  
Dallas, TX. 75254  
972-277-0300  
972-277-0301 fax  
Cc: General Counsel

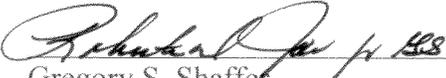
**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first written above.

**SANTA FE COUNTY**

  
\_\_\_\_\_  
Katherine Miller  
County Manager

2-2-2015  
Date

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Gregory S. Shaffer  
Santa Fe County Attorney

1-26-15  
Date

**FINANCE DEPARTMENT APPROVAL:**

  
\_\_\_\_\_  
Teresa C. Martinez  
Santa Fe County Finance Director

1/29/2015  
Date

**SECURUS TECHNOLOGIES, INC:**

Robert Pickens  
Authorized Signature

1-12-15  
Date

Robert Pickens  
(print or type name)

75-2722144  
Federal Tax Id.



14651 Dallas Parkway, Suite 600  
Dallas, TX 75254-8815

January <sup>19</sup>~~12~~, 2015

Mr. Mark Caldwell  
Santa Fe County Adult Detention Facility  
4312 State Highway 14  
Santa Fe, NM 87508

Dear Mr. Caldwell:

Enclosed, please find an executed copy of the Renewal to the Master Services Agreement between Santa Fe County Adult Detention Facility and SECURUS Technologies. **Please sign and return one copy to the address above Attn: Sr. Sales Operations Specialist.**

We would like to thank you at this time for continuing to choose SECURUS as your inmate phone provider.

Should you need further assistance, please contact your SECURUS Representative.

Joshua Conklin  
VP of Sales  
SECURUS Technologies  
(972) 277-0312