

RESOLUTION NO. 16- 132

**THE BOARD OF COUNTY COMMISSIONERS
OF PUEBLO COUNTY, COLORADO**

**APPROVING THE 2016 AGREEMENT BETWEEN PUEBLO COUNTY AND
SECURUS TECHNOLOGIES, INC., FOR INMATE TELEPHONE SERVICE AND
VIDEO VISITATION FOR THE PUEBLO COUNTY DETENTION FACILITY AND
THE DENNIS MAES JUDICIAL BUILDING**

WHEREAS, the Pueblo County Sheriff requires inmate telephone and video visitation service for the Pueblo County Detention Facility and the Dennis Maes Judicial Building; and

WHEREAS, Pueblo County accepted the bid of SECURUS Technologies, Inc., under Request for Proposal No. 15-33, as the lowest and most responsive bidder, to provide inmate telephone and video visitation service for 2016; and

WHEREAS, it is the recommendation of the Pueblo County Sheriff's Office that an Agreement be entered into with SECURUS Technologies, Inc., wherein inmate telephone and video visitation service will be provided for the Pueblo County Detention Facility and the Dennis Maes Judicial Building, under the terms and conditions identified in the Agreement; and

WHEREAS, the Board concurs with the aforementioned recommendation and desires to enter into an Agreement with SECURUS Technologies, Inc.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Pueblo County, Colorado, that the Agreement between SECURUS Technologies, Inc., and Pueblo County, the terms and conditions of which are incorporated herein by this reference, is hereby approved, and the Chair of the Board of County Commissioners and the Pueblo County Sheriff are hereby authorized to sign said Agreement on behalf of Pueblo County.

PASSED AND ADOPTED this 18th day of May 2016, in Pueblo County, Colorado.

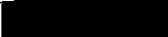
**THE BOARD OF COUNTY COMMISSIONERS
OF PUEBLO COUNTY, COLORADO**

By: 

 Chair

ATTEST:

By: 

 County Clerk

AGREEMENT

THIS AGREEMENT is entered into and is effective March 15, 2016 ("Effective Date"), by and between SECURUS Technologies, Inc. (hereinafter referred to as "Contractor") and Pueblo County (hereinafter referred to as "County").

WITNESSETH:

WHEREAS, the Pueblo County Sheriff requires all labor, materials, and equipment necessary to furnish, install and maintain a non-cash/collect call pay telephone and Video Visitation system for use by inmates in the Pueblo County Detention Facility located at 909 Court Street, Pueblo, Colorado, and at the Dennis Maes Judicial Building located at 501 N. Elizabeth, Pueblo, Colorado; and

WHEREAS, County accepted Contractor's bid pursuant to RFP No. 15-33 to provide such services for 2016; and

WHEREAS, Contractor will provide all services and comply with the terms and conditions outlined in Contractor's bid proposal; and

WHEREAS, it is the recommendation of the Sheriff's Office that an Agreement be entered into with Contractor to provide inmate telephone service and video visitation system to County and provide the County with a commission from same; and

WHEREAS, in order to set forth clearly the responsibilities obligations, powers, and rights and duties of each of the parties, the parties desire to enter into this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants contained herein, the parties agree as follows:

I. OBLIGATIONS OF THE CONTRACTOR

As consideration for the performance of County hereunder, Contractor agrees to undertake the following obligations during the term of this Agreement:

- A. Contractor shall provide all labor, materials, and equipment to furnish, install and maintain a non-cash/collect call pay telephone (hereinafter "phone(s)") and Video Visitation system appropriate for inmate use at the Pueblo County Detention Facility located at 909 Court Street, Pueblo, Colorado 81003, and at the Dennis Maes Judicial Building located at 501 N. Elizabeth, Pueblo, Colorado as described in Contractor's bid pursuant to RFP 15-33, which bid is attached hereto and incorporated herein as Exhibit A. Contractor ensures that if any required solutions, changes, modifications, updates or other services are necessary for the existing SECURUS equipment, they will be done timely and in accordance with the specifications as set forth in RFP No. 15-33, which is attached hereto and incorporated herein as Exhibit B.

- B. All phones and other equipment, fixtures, and supplies furnished by Contractor hereunder shall remain the sole property of Contractor, and County shall not be liable for any loss, damage, or destruction of or to the aforementioned phones, equipment, fixtures, and supplies, except as set forth herein in Section I.C. The parties understand and agree that nothing herein shall be construed to be a lease, sale or the granting of any other interest or right in and to the aforementioned property. To the extent authorized by law, County agrees to protect Contractor's ownership of the aforementioned property, and will not enter into any agreement or transaction wherein any claim, lien, or obligation may be brought or perfected against any of the aforementioned property. Upon termination of this Agreement, Contractor shall have the right to enter upon County property during normal business hours of the County to remove the aforementioned property. Further, upon termination, County shall have the option of having the local telephone company lines transferred to the County, thus avoiding new installation costs.
- C. Except as set forth elsewhere, Contractor shall be solely responsible for all costs and expenses associated with the installation, maintenance, repair (including that which is necessitated by any misuse of, or destruction, damage, vandalism and normal wear and tear to the equipment by the inmates and their visitors) and operation of the inmate telephone and video visitation services, including, but not limited to, all required labor, materials, taxes, equipment, permits, licenses, and insurance coverage. However, if repair or maintenance is necessitated by any misuse of, or destruction, damage, or vandalism to the equipment by the County staff, Contractor may recoup the cost of such repair and maintenance through either a commission deduction or direct invoicing, at Contractor's option. All such maintenance shall be conducted in accordance with the service level commitments outlined in Contractor's bid. Notwithstanding anything to the contrary herein, if any inmate telephone equipment is interfaced with other devices or software owned or used by the County or a third party, then Contractor shall have no obligation to repair or maintain such other devices or software.
- D. In the event of damage to the phones or interruption of the inmate telephone service, the County shall: (a) notify Contractor promptly of any failure of the phones to function properly; (b) permit only authorized agents of Contractor to remove, open, adjust, or repair the phones; (c) keep the phones properly connected to all outlets; and (d) grant to Contractor, its agents and employees, permission to enter the premises for the purposes of maintaining, repairing, replacing or removing the phones during reasonable hours subject to the conditions set forth elsewhere herein.
- E. Licenses
1. Contractor must have in its possession all applicable licenses and permits, must file all documents required by law and must request any required inspections in a timely manner as may be required by all authorities. Contractor must cooperate with all government agencies and must comply with all laws, ordinances, resolutions, rules and regulations, including, but not limited to, site assessment requirements.

2. Contractor may be required to submit copies of all licenses, permits and insurance certificates to the County upon request.
3. Contractor acknowledges the inherent danger of working in a detention facility and the Contractor shall take all reasonable precautions in the performance of the work to protect from all hazards to life and property, and shall comply with all applicable health, safety and fire protection regulations and requirements.

II. PERSONNEL AND HIRING

- A. All personnel hired by Contractor to service Pueblo County Detention Facility and the Dennis Maes Judicial Building must successfully complete a background investigation conducted by the Sheriff's Office. Pueblo County reserves the right to require all personnel hired to submit to random urinalysis testing. If a contract employee is refused clearance for assignment to the facility, the Contractor shall be informed of the reason for such refusal.
- B. Contractor shall ensure that all employees who work with inmates are informed in writing about the facility's policies on confidentiality of information and agree to abide by them.

III. COMMISSIONS/PAYMENT/CARDS

- A. Contractor shall pay County a prepaid commission in the amount of \$300,000.00 within (5) five business days upon the signing of this Agreement by both parties. Contractor shall recoup its prepaid commission during the course of this Agreement and any renewals via monthly commissions owed to the County, per this Agreement. Should the County terminate the Agreement early or fail to exercise all four (4) renewals, the County will reimburse the unearned portion of the \$300,000 advanced commission payment to Contractor within ten (10) days of the date of termination. However, if Contractor materially breaches the terms of this Agreement or any renewal thereof or if Contractor terminates this Agreement or any renewal thereof, the County shall not be responsible to repay any unreimbursed portion of the \$300,000 prepaid commission. All renewals of this Agreement shall be subject to the same terms and conditions as this Agreement, unless the parties agree to modify its terms in writing. Until June 20, 2016, Contractor will pay a monthly commission rate of 75% on gross revenues acquired from all completed inmate calls (excluding interstate) on Contractor's inmate telephone system. "Gross Revenue" means all charges (excluding taxes and surcharges, if any) billed by Contractor for the completion of collect calls, excluding interstate calls, generated by and through the inmate telephone system. If the new Intrastate Rate Order (the "new Order") published in the Federal Register on December 18, 2015 is not stayed or modified on appeal (Contractor is participating with other ITS carriers in a formal request for stay and appeal of the New FCC Order before the United States Court of Appeals, D.C. Circuit), effective June 20, 2016, the terms of the Agreement automatically will be

modified to reflect the following changes: (1) Contractor and County will renegotiate the commission rate to the County; and (2) calling rates for interstate and intrastate calls (including all local and long distance calls) will be \$0.16 per minute for all call types (debit, prepaid, and collect). Additionally, if the new Intrastate Rate Order is not stayed or modified on appeal, effective June 20, 2016, the County will not be liable to Contractor for repayment of any remaining balance of the prepaid commission. All costs associated with fraud, bad debt, line charges, equipment charges, billing and collection charges, or other fees are the responsibility of Contractor. Contractor shall retain the County's commission until the sum of \$300,000 in County commissions has been collected by Contractor. Contractor agrees that reimbursement to Contractor for prepaid commissions will be repaid only by County commissions (or in the event that County terminates the Agreement early or fails to exercise all four (4) renewals). If inmate telephone calls and video visitation services do not generate \$300,000 in Commission fees to the County during the term of this Agreement and the four (4) renewals, County will not be liable to Contractor for any unearned portion of the prepaid commission, provided the County does not terminate the Agreement early and has exercised all four (4) renewals. If the County terminates this Agreement early or fails to exercise all four (4) renewals, County will repay any remaining balance of the prepaid commission on a pro-rated basis. However, if Contractor materially breaches the terms of this Agreement or any renewal thereof or if Contractor terminates this Agreement or any renewal thereof the County shall not be responsible to repay any unreimbursed portion of the \$300,000 prepaid commission.

After Contractor has recovered its prepaid commission to the County, the commissions earned will be forwarded to the designated party thirty (30) days following the last day of the month in which revenues are generated. Monthly commissions reports will be made available each month through Contractor's portal. Such printouts shall include, but not be limited to, a monthly commission statement indicating by telephone the number of calls or visitation sessions and commissionable amount(s) billed. A complete list of all telephone numbers called from a given inmate telephone will be made available to County through S-Gate. Contractor agrees the rates it charges for inmate telephone service shall not exceed applicable Colorado Public Utilities tariffs or Federal Communications Commission rate caps for calls from privately operated inmate telephones. Contractor shall, upon request, grant to County the right to audit Contractor's records for the purpose of confirming the accuracy of the County's commission payments. Said records shall be produced for inspection at the office of Contractor unless other arrangements are mutually agreed by the parties.

- B. Each month Contractor will provide to County at no cost one-hundred (100) prepaid calling cards with a face value of five and no/100 dollars (\$5.00) to help support the indigent inmate program. Each prepaid calling card will be valid for no more than twelve (12) months from the date that it is first used. Prepaid calling cards are not returnable or refundable, and no commission will apply to these cards. County reserves the right to reallocate those minutes through a debit load onto an individual

inmate account. Prepaid calling cards are not returnable or refundable; all sales are final. Each prepaid calling card will be valid for no more than 12 months after the date it is activated. Contractor shall have the right to offer additional services and equipment features to the County. The terms and conditions (including, without limitation, the cost) for such additional services and equipment features shall be memorialized by a written addendum signed by both parties.

- C. All payments to be made to County shall be made payable to Pueblo County, Colorado, and shall be sent, along with all required reports, to the following address:

Pueblo County Office of Budget
ATTN: Director
Pueblo County Courthouse
215 West Tenth Street, Pueblo, Colorado 81003
Phone: (719) 583-6000

IV. VIDEO VISITATION:

- A. Contractor's video visitation system has the capability to perform off-site visitations to laptops, smart phones, etc. without the use of third party entities for a fee to the inmate and/or visitor. The fees for remote video visitation are as follows:

\$12.99 for a 20 minute session
\$25.98 for a 40 minute session

- B. Contractor shall pay County a rate of 20% on gross revenue acquired from all completed remote video visitation sessions.
- C. Contractor's video visitation system also allows inmates to participate in visits on-site at the Pueblo County Detention Facility at no cost to inmates or Pueblo County. The parties shall continue to follow the visitation schedule currently in place at the Pueblo County Detention Facility, which is attached hereto and incorporated herein as Exhibit C.
- D. Contractor will provide all components required to render the services complete, installed, and operational, including freight, delivery, installation, setup, and services fees, at no cost to Pueblo County.
- E. Contractor guarantees services and assumes responsibility for all equipment and software defects for the telephone and video visitation equipment for the duration of the Contract and shall assume the responsibility and liability for faulty hardware, software and/or fraudulent use of the equipment.

V. OBLIGATIONS OF THE COUNTY

As consideration for the performance of Contractor hereunder, County agrees to

undertake the following obligations during the term of this Agreement:

- A. County grants Contractor the right to install, maintain, and operate the aforementioned inmate telephone service and video visitation system at the Pueblo County Detention Facility and the Dennis Maes Judicial Building. The parties understand and agree that the rights granted under this Agreement are exclusive and the County shall not allow or permit the installation or operation of any other telephones to be utilized by the inmates at the Pueblo County Detention Facility and the Denis Maes Judicial Building during the term of this agreement.
- B. In order that Contractor may carry out its obligations hereunder, County agrees to provide it with reasonable access to the telephone equipment located in the Pueblo County Detention Facility and the Dennis Maes Judicial Building during the normal business hours of County. The parties understand and agree that all security regulations which apply to the Pueblo County Detention Facility and the Dennis Maes Judicial Building shall apply to Contractor and its employees, agents, licensees, contractors, or invitees. Due to the security concerns of the County, county personnel may refuse any contractor personnel access to the Pueblo County Detention Facility at any time and for any reason. In the event a specified Contractor employee or agent is denied access to the Pueblo County Detention Facility and the Dennis Maes Judicial Building, Contractor shall provide alternate personnel to perform the services required by this Agreement within a reasonable amount of time. In order that County may make informed decisions concerning Contractor personnel, County shall have the right to perform security checks on all persons involved in the installation, operation, and maintenance of the equipment located on County property.
- C. County shall be responsible for the cost of conduit from the telephone equipment rooms to the actual installation sites and agrees to keep the phones properly connected to all outlets. Additionally, County shall notify Contractor of any malfunction or loss of inmate telephone service and/or video visitation system operation promptly upon the occurrence of such malfunction or loss of service.

VI. TERM/TERMINATION

Term: This Agreement shall remain in effect from March 15, 2016 until March 15, 2017. Thereafter, this Agreement may be renewed for successive one-year periods not to exceed four (4) renewals provided any such renewals are made by separate written agreement signed by the parties. Any such renewal shall be made subject to the availability of appropriated funds within the annual budget of the Pueblo County Sheriff's Office for the County fiscal year corresponding with such renewal dates and the approval of the Pueblo County Board of County Commissioners. The County reserves the right to extend the contract beyond the four renewals if it is deemed to be in the best interest of the County. The above notwithstanding, however, should the County terminate the Agreement early or fail to exercise all four (4) renewals, the County will reimburse the unearned portion of the \$300,000 advanced commission

payment to Contractor within ten (10) days of the date of termination. However, if Contractor materially breaches the terms of this Agreement or any renewal thereof or if Contractor terminates this Agreement or any renewal thereof the County shall not be responsible to repay any unreimbursed portion of the \$300,000 prepaid commission.

Notwithstanding any other provision of this Agreement, Pueblo County may terminate this Agreement or any extension hereof, at anytime and for any reason. Notification of intent of the County to terminate the Agreement shall be provided to Contractor, in writing, at least thirty (30) days before the date of termination. In the event of a termination of this agreement for any reason, the County agrees to allow Contractor access to the Pueblo County Detention Facility and the Dennis Maes Judicial Building in order to remove any related equipment or supplies belonging to Contractor. The foregoing rights of termination are in addition to any and all other rights available under law or in equity. The County understands and acknowledges, however, that if it terminates the Agreement early or fails to exercise all four (4) renewals, it will reimburse the unearned portion of the \$300,000 advanced commission payment to Contractor within ten (10) days of the date of termination. However, if Contractor materially breaches the terms of this Agreement or any renewal thereof or if Contractor terminates this Agreement or any renewal thereof the County shall not be responsible to repay any unreimbursed portion of the \$300,000 prepaid commission.

If either party defaults in the performance of any obligation under this Agreement, then the non-defaulting party shall give the defaulting party written notice of its default setting forth with specificity the nature of the default. If the defaulting party fails to cure its default within 30 days after receipt of the notice of default, then the non-defaulting party shall have the right to immediately terminate this Agreement and pursue all other remedies available to the non-defaulting party, either at law or in equity.

VII. INSURANCE, INDEMNITIES AND WAIVERS

A. Insurance: Contractor shall, at its sole cost and expense, procure and maintain during the entire period of its performance hereunder the following coverage and limits of insurance with companies acceptable to County:

1. Worker's Compensation (including occupational disease), and Employer's Liability insurance in accordance with any applicable worker's compensation laws on all owners, employees, servants and/or agents connected with or engaged in the performance of Contractor's obligations hereunder and shall contain an endorsement waiving subrogation against the County of Pueblo.
2. Commercial General Liability insurance with personal injury and property damage limits at a combined single limit of not less than \$1,000,00.00 per occurrence and \$3,000,000 general aggregate. Said policy(ies) shall include Completed Operations and/or Product Liability coverage and Contractual

Liability coverage for any liability assumed under the terms of this Agreement and shall name the County as Additional Insured. The Additional Insured ("County") shall be defended and indemnified for actions arising from Contractor's acts, actions, omissions, or neglects; but will not be defended or indemnified for its own actions, omissions, neglects or bare allegations.

3. Automobile Liability insurance of all automobiles and vehicles, whether owned or hired, with personal injury and property damage limits at a combined single limit of not less than \$1,000,000.00 per accident.

Coverages enumerated in this insurance provision represent only the minimum insurance required by County, and Contractor should rely on its expertise to obtain any additional insurance coverage needed for the County and Contractor in its performance hereunder. The Contractor's liability insurance must include Pueblo County as "additional insured". If requested by County, Contractor shall provide County with certificates of insurance indicating Contractor and its subcontractors are covered by insurance as set forth above. Where requested and furnished, such certificates must be approved by County prior to the commencement of any work hereunder. Each such certificate shall provide that county receive thirty (30) days prior written notice of cancellation of such insurance coverage.

The County shall provide Contractor with reasonable and timely written notice of any claim, demand, or cause of action made or brought against the County arising out of or related to the utilization of the inmate telephone equipment or related services. The County agrees to use good faith efforts to assist Contractor with its defense of any such claim, demand, or cause of action.

- C. **Indemnify & Hold Harmless Provision:** The Contractor agrees to indemnify and to hold the County and its agents harmless from any and all claims, suits, expenses, damages or other liabilities, including reasonable attorney fees and court costs arising out of damage or injury to persons or property caused or sustained by any person, persons, or entities as a result of any intentional or negligent, act or omission by Contractor or failure of Contractor to perform this Agreement according to its terms. By requiring this right to indemnification, the County in no way waives or intends to waive the immunity protections provided to the County and its employees under the Colorado Governmental Immunity Act, C.R.S. § 24-10-10, *et seq.*
- D. **Independent Contractor:** The parties understand and agree that Contractor shall, at all times during the term of this Agreement, be deemed an independent contractor and not an employee of Pueblo County, and shall be responsible for, and obligated to pay, all withholding taxes, social security, unemployment, worker's compensation, and/or other taxes and shall indemnify and hold Pueblo County harmless from and against any and all claims for the same period. Contractor acknowledges and agrees that all of its personnel are its employees only, and not employees or agents of the County for any purpose whatsoever, including for purposes of Worker's Compensation.

VIII. GENERAL TERMS AND CONDITIONS

A. Neither party shall be held liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, governmental regulations, embargos, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accident, floods, strikes, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities, or acts or omissions of transportation common carriers (collectively referred to as "Force Majeure Conditions").

B. No waiver by either party of any event of default under this Agreement shall operate as a waiver of any subsequent default under the terms of this Agreement.

C. This Agreement may be executed in counterparts each of which shall be fully effective as an original, and all of which together shall constitute one and the same instruments.

D. This Agreement will become binding on Contractor and County only when it has been signed by authorized officers of Contractor and County. The party signing on behalf of County represents that they are authorized to enter into this Agreement on behalf of County. Upon execution, this Agreement shall be binding on, and inure to the benefits of, the parties to it and their respective heirs, legal representatives, successors, and assigns. Any delegation or assignment of this Agreement by either party without prior written consent of the other party shall be void, and shall render this Agreement null, void, and of no effect as to County.

E. Should any provision of this Agreement be determined by a court of competent jurisdiction to be unconstitutional or otherwise null and void, it is the intent of the parties hereto that the remaining provisions of this Agreement shall be of full force and effect.

F. Prohibitions on Public Contracts for Services (Including Construction Contracts) regarding Employment of Illegal Aliens:

If Contractor/Consultant has any employees or subcontractors, Contractor/Consultant shall comply with the provisions of C.R.S. § 8-17.5-101, *et seq.* and this Contract. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract; or enter into a contract with a subcontractor that knowingly employs or contracts with an illegal alien to perform work under this Contract.

By execution of this Contract, Contractor/Consultant certifies that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and that the Contractor/Consultant will participate in either the Federal E-Verify Program or the Colorado Department of Labor & Employment's "Department Program" as identified

in C.R.S. §§ 8-17.5-101(3.7) and (3.3), in order to confirm the eligibility of all employees who are newly hired for employment to perform work under this Contract.

1. Contractor/Consultant shall not:
 - (a) Knowingly employ or contract with an illegal alien to perform work under this Contract; or
 - (b) Enter into a contract with a subcontractor that fails to certify to Contractor/Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract.
2. Contractor/Consultant has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Contract through participation in either the E-Verify Program or Department Program.
3. Contractor/Consultant shall not use either the E-Verify Program or Department Program to undertake pre-employment screening of job applicants while this Contract is in effect.
4. If Contractor/Consultant obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, Contractor/Consultant shall:
 - (a) Notify the subcontractor and the County within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
 - (b) Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to sub-paragraph (a) above, the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor/Consultant shall not terminate the contract with the subcontractor if during such three (3) days, the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
5. Contractor/Consultant shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).
6. If Contractor/Consultant violates this provision of this Contract, the County may terminate this contract for breach of contract and the Contractor shall be liable for actual and consequential damages to the County as required by law.
7. The County will notify the Office of the Secretary of State if Contractor/Consultant violates this provision of the Contract and the County terminates the Contract for such breach.

I. All notices given under this Agreement shall be made in writing and shall be sufficient if delivered personally or mailed by First Class, United States mail, postage prepaid, to the other party at the following addresses:

Securus Technologies, Inc.
Attn: [REDACTED]
14651 Dallas Parkway, Suite 600
Dallas, Texas 75254
(972) 277-0300

and

Pueblo County
Office of the Pueblo County Sheriff
Attn: [REDACTED]
909 Court Street
Pueblo, CO 81003
[REDACTED]

Notices concerning the renewal of this Agreement and/or information concerning the amounts payable to County hereunder shall be made in compliance with this paragraph and directed to the Director of Budget, Pueblo County Courthouse, 215 West 15th St., Pueblo, CO 81003, (719) 583-6000.

IX. OTHER PROVISIONS:

- A. This Agreement constitutes the entire agreement between the parties, and supersedes and replaces all prior and contemporaneous agreements, representations and understandings between the parties. No variation or modification of this Agreement and no waiver of any of the Agreement's provisions or conditions shall be binding unless made in writing and signed by duly authorized owners, principals, or officers of Contractor and County. This Agreement shall be binding on, and inure to the benefit of, the parties to it and their respective heirs, legal representatives, successors and assigns. Any delegation or assignment of this Agreement by either party without the prior written consent of the other party shall be void.
- B. The parties hereto agree that this Agreement shall be governed according to the laws of the State of Colorado.
- C. The subject headings of the paragraphs of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of its provisions.
- D. **Open Records.** The parties agree that County will be free under this Agreement to make any disclosure of information required by the Colorado Open Records Act. (C.R.S. §24-72-101, et.seq.)

E. **Severability.** To the extent that this Agreement may be executed and performance of the obligations of the parties may be accomplished within the intent of the Agreement, the terms of this Agreement are severable and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision thereof. The waiver of any breach of a term hereof shall not be construed as waiver of any other term.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed as of the Effective Date.

ATTEST:

By:

Clerk to the Board

PUEBLO COUNTY, COLORADO

By:

Chair, Board
of County Commissioners

Date: 18 May 2016

**PUEBLO COUNTY SHERIFF'S
OFFICE**

By:

Sheriff

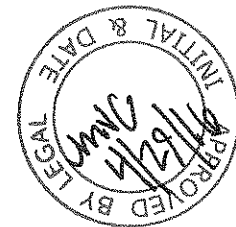
Date: 5/9/16

SECURUS TECHNOLOGIES, INC.

By:

Date:

May 18, 2016



#11271

AGREEMENT

THIS AGREEMENT is entered into and is effective March 15, 2016 ("Effective Date"), by and between SECURUS Technologies, Inc. (hereinafter referred to as "Contractor") and Pueblo County (hereinafter referred to as "County").

WITNESSETH:

WHEREAS, the Pueblo County Sheriff requires all labor, materials, and equipment necessary to furnish, install and maintain a non-cash/collect call pay telephone and Video Visitation system for use by inmates in the Pueblo County Detention Facility located at 909 Court Street, Pueblo, Colorado, and at the Dennis Maes Judicial Building located at 501 N. Elizabeth, Pueblo, Colorado; and

WHEREAS, County accepted Contractor's bid pursuant to RFP No. 15-33 to provide such services for 2016; and

WHEREAS, Contractor will provide all services and comply with the terms and conditions outlined in Contractor's bid proposal; and

WHEREAS, it is the recommendation of the Sheriff's Office that an Agreement be entered into with Contractor to provide inmate telephone service and video visitation system to County and provide the County with a commission from same; and

WHEREAS, in order to set forth clearly the responsibilities obligations, powers, and rights and duties of each of the parties, the parties desire to enter into this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants contained herein, the parties agree as follows:

I. OBLIGATIONS OF THE CONTRACTOR

As consideration for the performance of County hereunder, Contractor agrees to undertake the following obligations during the term of this Agreement:

- A. Contractor shall provide all labor, materials, and equipment to furnish, install and maintain a non-cash/collect call pay telephone (hereinafter "phone(s)") and Video Visitation system appropriate for inmate use at the Pueblo County Detention Facility located at 909 Court Street, Pueblo, Colorado 81003, and at the Dennis Maes Judicial Building located at 501 N. Elizabeth, Pueblo, Colorado as described in Contractor's bid pursuant to RFP 15-33, which bid is attached hereto and incorporated herein as Exhibit A. Contractor ensures that if any required solutions, changes, modifications, updates or other services are necessary for the existing SECURUS equipment, they will be done timely and in accordance with the specifications as set forth in RFP No. 15-33, which is attached hereto and incorporated herein as Exhibit B.

- B. All phones and other equipment, fixtures, and supplies furnished by Contractor hereunder shall remain the sole property of Contractor, and County shall not be liable for any loss, damage, or destruction of or to the aforementioned phones, equipment, fixtures, and supplies, except as set forth herein in Section I.C. The parties understand and agree that nothing herein shall be construed to be a lease, sale or the granting of any other interest or right in and to the aforementioned property. To the extent authorized by law, County agrees to protect Contractor's ownership of the aforementioned property, and will not enter into any agreement or transaction wherein any claim, lien, or obligation may be brought or perfected against any of the aforementioned property. Upon termination of this Agreement, Contractor shall have the right to enter upon County property during normal business hours of the County to remove the aforementioned property. Further, upon termination, County shall have the option of having the local telephone company lines transferred to the County, thus avoiding new installation costs.
- C. Except as set forth elsewhere, Contractor shall be solely responsible for all costs and expenses associated with the installation, maintenance, repair (including that which is necessitated by any misuse of, or destruction, damage, vandalism and normal wear and tear to the equipment by the inmates and their visitors) and operation of the inmate telephone and video visitation services, including, but not limited to, all required labor, materials, taxes, equipment, permits, licenses, and insurance coverage. However, if repair or maintenance is necessitated by any misuse of, or destruction, damage, or vandalism to the equipment by the County staff, Contractor may recoup the cost of such repair and maintenance through either a commission deduction or direct invoicing, at Contractor's option. All such maintenance shall be conducted in accordance with the service level commitments outlined in Contractor's bid. Notwithstanding anything to the contrary herein, if any inmate telephone equipment is interfaced with other devices or software owned or used by the County or a third party, then Contractor shall have no obligation to repair or maintain such other devices or software.
- D. In the event of damage to the phones or interruption of the inmate telephone service, the County shall: (a) notify Contractor promptly of any failure of the phones to function properly; (b) permit only authorized agents of Contractor to remove, open, adjust, or repair the phones; (c) keep the phones properly connected to all outlets; and (d) grant to Contractor, its agents and employees, permission to enter the premises for the purposes of maintaining, repairing, replacing or removing the phones during reasonable hours subject to the conditions set forth elsewhere herein.
- E. Licenses
1. Contractor must have in its possession all applicable licenses and permits, must file all documents required by law and must request any required inspections in a timely manner as may be required by all authorities. Contractor must cooperate with all government agencies and must comply with all laws, ordinances, resolutions, rules and regulations, including, but not limited to, site assessment requirements.

2. Contractor may be required to submit copies of all licenses, permits and insurance certificates to the County upon request.
3. Contractor acknowledges the inherent danger of working in a detention facility and the Contractor shall take all reasonable precautions in the performance of the work to protect from all hazards to life and property, and shall comply with all applicable health, safety and fire protection regulations and requirements.

II. PERSONNEL AND HIRING

- A. All personnel hired by Contractor to service Pueblo County Detention Facility and the Dennis Maes Judicial Building must successfully complete a background investigation conducted by the Sheriff's Office. Pueblo County reserves the right to require all personnel hired to submit to random urinalysis testing. If a contract employee is refused clearance for assignment to the facility, the Contractor shall be informed of the reason for such refusal.
- B. Contractor shall ensure that all employees who work with inmates are informed in writing about the facility's policies on confidentiality of information and agree to abide by them.

III. COMMISSIONS/PAYMENT/CARDS

- A. Contractor shall pay County a prepaid commission in the amount of \$300,000.00 within (5) five business days upon the signing of this Agreement by both parties. Contractor shall recoup its prepaid commission during the course of this Agreement and any renewals via monthly commissions owed to the County, per this Agreement. Should the County terminate the Agreement early or fail to exercise all four (4) renewals, the County will reimburse the unearned portion of the \$300,000 advanced commission payment to Contractor within ten (10) days of the date of termination. However, if Contractor materially breaches the terms of this Agreement or any renewal thereof or if Contractor terminates this Agreement or any renewal thereof, the County shall not be responsible to repay any unreimbursed portion of the \$300,000 prepaid commission. All renewals of this Agreement shall be subject to the same terms and conditions as this Agreement, unless the parties agree to modify its terms in writing. Until June 20, 2016, Contractor will pay a monthly commission rate of 75% on gross revenues acquired from all completed inmate calls (excluding interstate) on Contractor's inmate telephone system. "Gross Revenue" means all charges (excluding taxes and surcharges, if any) billed by Contractor for the completion of collect calls, excluding interstate calls, generated by and through the inmate telephone system. If the new Intrastate Rate Order (the "new Order") published in the Federal Register on December 18, 2015 is not stayed or modified on appeal (Contractor is participating with other ITS carriers in a formal request for stay and appeal of the New FCC Order before the United States Court of Appeals, D.C. Circuit), effective June 20, 2016, the terms of the Agreement automatically will be

modified to reflect the following changes: (1) Contractor and County will renegotiate the commission rate to the County; and (2) calling rates for interstate and intrastate calls (including all local and long distance calls) will be \$0.16 per minute for all call types (debit, prepaid, and collect). Additionally, if the new Intrastate Rate Order is not stayed or modified on appeal, effective June 20, 2016, the County will not be liable to Contractor for repayment of any remaining balance of the prepaid commission. All costs associated with fraud, bad debt, line charges, equipment charges, billing and collection charges, or other fees are the responsibility of Contractor. Contractor shall retain the County's commission until the sum of \$300,000 in County commissions has been collected by Contractor. Contractor agrees that reimbursement to Contractor for prepaid commissions will be repaid only by County commissions (or in the event that County terminates the Agreement early or fails to exercise all four (4) renewals). If inmate telephone calls and video visitation services do not generate \$300,000 in Commission fees to the County during the term of this Agreement and the four (4) renewals, County will not be liable to Contractor for any unearned portion of the prepaid commission, provided the County does not terminate the Agreement early and has exercised all four (4) renewals. If the County terminates this Agreement early or fails to exercise all four (4) renewals, County will repay any remaining balance of the prepaid commission on a pro-rated basis. However, if Contractor materially breaches the terms of this Agreement or any renewal thereof or if Contractor terminates this Agreement or any renewal thereof the County shall not be responsible to repay any unreimbursed portion of the \$300,000 prepaid commission.

After Contractor has recovered its prepaid commission to the County, the commissions earned will be forwarded to the designated party thirty (30) days following the last day of the month in which revenues are generated. Monthly commissions reports will be made available each month through Contractor's portal. Such printouts shall include, but not be limited to, a monthly commission statement indicating by telephone the number of calls or visitation sessions and commissionable amount(s) billed. A complete list of all telephone numbers called from a given inmate telephone will be made available to County through S-Gate. Contractor agrees the rates it charges for inmate telephone service shall not exceed applicable Colorado Public Utilities tariffs or Federal Communications Commission rate caps for calls from privately operated inmate telephones. Contractor shall, upon request, grant to County the right to audit Contractor's records for the purpose of confirming the accuracy of the County's commission payments. Said records shall be produced for inspection at the office of Contractor unless other arrangements are mutually agreed by the parties.

- B. Each month Contractor will provide to County at no cost one-hundred (100) prepaid calling cards with a face value of five and no/100 dollars (\$5.00) to help support the indigent inmate program. Each prepaid calling card will be valid for no more than twelve (12) months from the date that it is first used. Prepaid calling cards are not returnable or refundable, and no commission will apply to these cards. County reserves the right to reallocate those minutes through a debit load onto an individual

inmate account. Prepaid calling cards are not returnable or refundable; all sales are final. Each prepaid calling card will be valid for no more than 12 months after the date it is activated. Contractor shall have the right to offer additional services and equipment features to the County. The terms and conditions (including, without limitation, the cost) for such additional services and equipment features shall be memorialized by a written addendum signed by both parties.

- C. All payments to be made to County shall be made payable to Pueblo County, Colorado, and shall be sent, along with all required reports, to the following address:

Pueblo County Office of Budget
ATTN: Director
Pueblo County Courthouse
215 West Tenth Street, Pueblo, Colorado 81003
Phone: (719) 583-6000

IV. VIDEO VISITATION:

- A. Contractor's video visitation system has the capability to perform off-site visitations to laptops, smart phones, etc. without the use of third party entities for a fee to the inmate and/or visitor. The fees for remote video visitation are as follows:

\$12.99 for a 20 minute session
\$25.98 for a 40 minute session

- B. Contractor shall pay County a rate of 20% on gross revenue acquired from all completed remote video visitation sessions.
- C. Contractor's video visitation system also allows inmates to participate in visits on-site at the Pueblo County Detention Facility at no cost to inmates or Pueblo County. The parties shall continue to follow the visitation schedule currently in place at the Pueblo County Detention Facility, which is attached hereto and incorporated herein as Exhibit C.
- D. Contractor will provide all components required to render the services complete, installed, and operational, including freight, delivery, installation, setup, and services fees, at no cost to Pueblo County.
- E. Contractor guarantees services and assumes responsibility for all equipment and software defects for the telephone and video visitation equipment for the duration of the Contract and shall assume the responsibility and liability for faulty hardware, software and/or fraudulent use of the equipment.

V. OBLIGATIONS OF THE COUNTY

As consideration for the performance of Contractor hereunder, County agrees to

undertake the following obligations during the term of this Agreement:

- A. County grants Contractor the right to install, maintain, and operate the aforementioned inmate telephone service and video visitation system at the Pueblo County Detention Facility and the Dennis Maes Judicial Building. The parties understand and agree that the rights granted under this Agreement are exclusive and the County shall not allow or permit the installation or operation of any other telephones to be utilized by the inmates at the Pueblo County Detention Facility and the Denis Maes Judicial Building during the term of this agreement.
- B. In order that Contractor may carry out its obligations hereunder, County agrees to provide it with reasonable access to the telephone equipment located in the Pueblo County Detention Facility and the Dennis Maes Judicial Building during the normal business hours of County. The parties understand and agree that all security regulations which apply to the Pueblo County Detention Facility and the Dennis Maes Judicial Building shall apply to Contractor and its employees, agents, licensees, contractors, or invitees. Due to the security concerns of the County, county personnel may refuse any contractor personnel access to the Pueblo County Detention Facility at any time and for any reason. In the event a specified Contractor employee or agent is denied access to the Pueblo County Detention Facility and the Dennis Maes Judicial Building, Contractor shall provide alternate personnel to perform the services required by this Agreement within a reasonable amount of time. In order that County may make informed decisions concerning Contractor personnel, County shall have the right to perform security checks on all persons involved in the installation, operation, and maintenance of the equipment located on County property.
- C. County shall be responsible for the cost of conduit from the telephone equipment rooms to the actual installation sites and agrees to keep the phones properly connected to all outlets. Additionally, County shall notify Contractor of any malfunction or loss of inmate telephone service and/or video visitation system operation promptly upon the occurrence of such malfunction or loss of service.

VI. TERM/TERMINATION

Term: This Agreement shall remain in effect from March 15, 2016 until March 15, 2017. Thereafter, this Agreement may be renewed for successive one-year periods not to exceed four (4) renewals provided any such renewals are made by separate written agreement signed by the parties. Any such renewal shall be made subject to the availability of appropriated funds within the annual budget of the Pueblo County Sheriff's Office for the County fiscal year corresponding with such renewal dates and the approval of the Pueblo County Board of County Commissioners. The County reserves the right to extend the contract beyond the four renewals if it is deemed to be in the best interest of the County. The above notwithstanding, however, should the County terminate the Agreement early or fail to exercise all four (4) renewals, the County will reimburse the unearned portion of the \$300,000 advanced commission

payment to Contractor within ten (10) days of the date of termination. However, if Contractor materially breaches the terms of this Agreement or any renewal thereof or if Contractor terminates this Agreement or any renewal thereof the County shall not be responsible to repay any unreimbursed portion of the \$300,000 prepaid commission.

Notwithstanding any other provision of this Agreement, Pueblo County may terminate this Agreement or any extension hereof, at anytime and for any reason. Notification of intent of the County to terminate the Agreement shall be provided to Contractor, in writing, at least thirty (30) days before the date of termination. In the event of a termination of this agreement for any reason, the County agrees to allow Contractor access to the Pueblo County Detention Facility and the Dennis Maes Judicial Building in order to remove any related equipment or supplies belonging to Contractor. The foregoing rights of termination are in addition to any and all other rights available under law or in equity. The County understands and acknowledges, however, that if it terminates the Agreement early or fails to exercise all four (4) renewals, it will reimburse the unearned portion of the \$300,000 advanced commission payment to Contractor within ten (10) days of the date of termination. However, if Contractor materially breaches the terms of this Agreement or any renewal thereof or if Contractor terminates this Agreement or any renewal thereof the County shall not be responsible to repay any unreimbursed portion of the \$300,000 prepaid commission.

If either party defaults in the performance of any obligation under this Agreement, then the non-defaulting party shall give the defaulting party written notice of its default setting forth with specificity the nature of the default. If the defaulting party fails to cure its default within 30 days after receipt of the notice of default, then the non-defaulting party shall have the right to immediately terminate this Agreement and pursue all other remedies available to the non-defaulting party, either at law or in equity.

VII. INSURANCE, INDEMNITIES AND WAIVERS

A. Insurance: Contractor shall, at its sole cost and expense, procure and maintain during the entire period of its performance hereunder the following coverage and limits of insurance with companies acceptable to County:

1. Worker's Compensation (including occupational disease), and Employer's Liability insurance in accordance with any applicable worker's compensation laws on all owners, employees, servants and/or agents connected with or engaged in the performance of Contractor's obligations hereunder and shall contain an endorsement waiving subrogation against the County of Pueblo.

2. Commercial General Liability insurance with personal injury and property damage limits at a combined single limit of not less than \$1,000,00.00 per occurrence and \$3,000,000 general aggregate. Said policy(ies) shall include Completed Operations and/or Product Liability coverage and Contractual

Liability coverage for any liability assumed under the terms of this Agreement and shall name the County as Additional Insured. The Additional Insured ("County") shall be defended and indemnified for actions arising from Contractor's acts, actions, omissions, or neglects; but will not be defended or indemnified for its own actions, omissions, neglects or bare allegations.

3. Automobile Liability insurance of all automobiles and vehicles, whether owned or hired, with personal injury and property damage limits at a combined single limit of not less than \$1,000,000.00 per accident.

Coverages enumerated in this insurance provision represent only the minimum insurance required by County, and Contractor should rely on its expertise to obtain any additional insurance coverage needed for the County and Contractor in its performance hereunder. The Contractor's liability insurance must include Pueblo County as "additional insured". If requested by County, Contractor shall provide County with certificates of insurance indicating Contractor and its subcontractors are covered by insurance as set forth above. Where requested and furnished, such certificates must be approved by County prior to the commencement of any work hereunder. Each such certificate shall provide that county receive thirty (30) days prior written notice of cancellation of such insurance coverage.

The County shall provide Contractor with reasonable and timely written notice of any claim, demand, or cause of action made or brought against the County arising out of or related to the utilization of the inmate telephone equipment or related services. The County agrees to use good faith efforts to assist Contractor with its defense of any such claim, demand, or cause of action.

- C. **Indemnify & Hold Harmless Provision:** The Contractor agrees to indemnify and to hold the County and its agents harmless from any and all claims, suits, expenses, damages or other liabilities, including reasonable attorney fees and court costs arising out of damage or injury to persons or property caused or sustained by any person, persons, or entities as a result of any intentional or negligent, act or omission by Contractor or failure of Contractor to perform this Agreement according to its terms. By requiring this right to indemnification, the County in no way waives or intends to waive the immunity protections provided to the County and its employees under the Colorado Governmental Immunity Act, C.R.S. § 24-10-10, *et seq.*
- D. **Independent Contractor:** The parties understand and agree that Contractor shall, at all times during the term of this Agreement, be deemed an independent contractor and not an employee of Pueblo County, and shall be responsible for, and obligated to pay, all withholding taxes, social security, unemployment, worker's compensation, and/or other taxes and shall indemnify and hold Pueblo County harmless from and against any and all claims for the same period. Contractor acknowledges and agrees that all of its personnel are its employees only, and not employees or agents of the County for any purpose whatsoever, including for purposes of Worker's Compensation.

VIII. GENERAL TERMS AND CONDITIONS

A. Neither party shall be held liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, governmental regulations, embargos, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accident, floods, strikes, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities, or acts or omissions of transportation common carriers (collectively referred to as "Force Majeure Conditions").

B. No waiver by either party of any event of default under this Agreement shall operate as a waiver of any subsequent default under the terms of this Agreement.

C. This Agreement may be executed in counterparts each of which shall be fully effective as an original, and all of which together shall constitute one and the same instruments.

D. This Agreement will become binding on Contractor and County only when it has been signed by authorized officers of Contractor and County. The party signing on behalf of County represents that they are authorized to enter into this Agreement on behalf of County. Upon execution, this Agreement shall be binding on, and inure to the benefits of, the parties to it and their respective heirs, legal representatives, successors, and assigns. Any delegation or assignment of this Agreement by either party without prior written consent of the other party shall be void, and shall render this Agreement null, void, and of no effect as to County.

E. Should any provision of this Agreement be determined by a court of competent jurisdiction to be unconstitutional or otherwise null and void, it is the intent of the parties hereto that the remaining provisions of this Agreement shall be of full force and effect.

F. Prohibitions on Public Contracts for Services (Including Construction Contracts) regarding Employment of Illegal Aliens:

If Contractor/Consultant has any employees or subcontractors, Contractor/Consultant shall comply with the provisions of C.R.S. § 8-17.5-101, *et seq.* and this Contract. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract; or enter into a contract with a subcontractor that knowingly employs or contracts with an illegal alien to perform work under this Contract.

By execution of this Contract, Contractor/Consultant certifies that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and that the Contractor/Consultant will participate in either the Federal E-Verify Program or the Colorado Department of Labor & Employment's "Department Program" as identified

in C.R.S. §§ 8-17.5-101(3.7) and (3.3), in order to confirm the eligibility of all employees who are newly hired for employment to perform work under this Contract.

1. Contractor/Consultant shall not:
 - (a) Knowingly employ or contract with an illegal alien to perform work under this Contract; or
 - (b) Enter into a contract with a subcontractor that fails to certify to Contractor/Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract.
2. Contractor/Consultant has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Contract through participation in either the E-Verify Program or Department Program.
3. Contractor/Consultant shall not use either the E-Verify Program or Department Program to undertake pre-employment screening of job applicants while this Contract is in effect.
4. If Contractor/Consultant obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, Contractor/Consultant shall:
 - (a) Notify the subcontractor and the County within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
 - (b) Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to sub-paragraph (a) above, the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor/Consultant shall not terminate the contract with the subcontractor if during such three (3) days, the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
5. Contractor/Consultant shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).
6. If Contractor/Consultant violates this provision of this Contract, the County may terminate this contract for breach of contract and the Contractor shall be liable for actual and consequential damages to the County as required by law.
7. The County will notify the Office of the Secretary of State if Contractor/Consultant violates this provision of the Contract and the County terminates the Contract for such breach.

I. All notices given under this Agreement shall be made in writing and shall be sufficient if delivered personally or mailed by First Class, United States mail, postage prepaid, to the other party at the following addresses:

Securus Technologies, Inc.
Attn: [REDACTED]
14651 Dallas Parkway, Suite 600
Dallas, Texas 75254
(972) 277-0300

and

Pueblo County
Office of the Pueblo County Sheriff
Attn: [REDACTED]
909 Court Street
Pueblo, CO 81003
[REDACTED]

Notices concerning the renewal of this Agreement and/or information concerning the amounts payable to County hereunder shall be made in compliance with this paragraph and directed to the Director of Budget, Pueblo County Courthouse, 215 West 15th St., Pueblo, CO 81003, (719) 583-6000.

IX. OTHER PROVISIONS:

- A. This Agreement constitutes the entire agreement between the parties, and supersedes and replaces all prior and contemporaneous agreements, representations and understandings between the parties. No variation or modification of this Agreement and no waiver of any of the Agreement's provisions or conditions shall be binding unless made in writing and signed by duly authorized owners, principals, or officers of Contractor and County. This Agreement shall be binding on, and inure to the benefit of, the parties to it and their respective heirs, legal representatives, successors and assigns. Any delegation or assignment of this Agreement by either party without the prior written consent of the other party shall be void.
- B. The parties hereto agree that this Agreement shall be governed according to the laws of the State of Colorado.
- C. The subject headings of the paragraphs of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of its provisions.
- D. **Open Records.** The parties agree that County will be free under this Agreement to make any disclosure of information required by the Colorado Open Records Act. (C.R.S. §24-72-101, et.seq.)

- E. **Severability.** To the extent that this Agreement may be executed and performance of the obligations of the parties may be accomplished within the intent of the Agreement, the terms of this Agreement are severable and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision thereof. The waiver of any breach of a term hereof shall not be construed as waiver of any other term.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed as of the Effective Date.

ATTEST:

By:

Clerk to the Board

PUEBLO COUNTY, COLORADO

By:

Chair, Board
of County Commissioners

Date: 18 May 2016

PUEBLO COUNTY SHERIFF'S
OFFICE

By:

Date: 5/9/16

SECURUS TECHNOLOGIES, INC.

By:

Date:

May 18, 2016

