

CITY COUNCIL AGENDA REPORT



MEETING DATE:

ITEM NUMBER: **VI-6**

SUBJECT: INMATE PAY TELEPHONE MASTER SERVICE AGREEMENT BETWEEN THE CITY AND EVERCOM SYSTEMS, INC.

DATE: March 31, 2010

FROM: Police Department, Technical Services Division

PRESENTATION BY: Lieutenant Tim Schennum, Logistical Support Bureau

FOR FURTHER INFORMATION CONTACT: Tim Schennum 714.754.5266

RECOMMENDATION:

Approve the one-year agreement between the City and Evercom Systems, Inc., to continue providing an inmate pay telephone system in the Jail.

BACKGROUND:

Pursuant to TITLE 15-CRIME PREVENTION AND CORRECTIONS DIVISION 1, CHAPTER 1, SUBCHAPTER 4, SECTION 1067, "*The facility [Jail] administrator shall develop written policies and procedures which allow reasonable access to a telephone beyond those telephone calls which are required by Section 851.5 of the Penal Code.*" Telephones located in the individual cells allow inmates to communicate with family members, legal representation, etc., without overburdening Jail staff members, and the telephones adhere to the above referenced Title 15 regulation.

Additionally, California law allows private companies to install and maintain telephone systems in jail facilities. Companies offering this service normally pay a commission to the user facility. Commission monies are deposited into an Inmate Welfare Fund. The proceeds and interests that accumulate in the Fund may be used for expenses that benefit the inmates. Any monies that are not needed for inmate welfare may be expended for City Jail maintenance, pursuant to CPC section 4025(e).

Since at least January of 2000, the City Jail has been under contractual obligation with, and utilizing the equipment and services of, Evercom Systems, Inc.

Starting in October of 2009, negotiation began with Evercom Systems, Inc. for contract renewal and the continuation of their services. During the course of the negotiation process, Evercom informed the City that the City's inmate telephone usage had significantly declined to the point that the monies generated would scarcely be enough to cover the maintenance and operations costs incurred through the servicing of the facility. Evercom expressed the desire for a long-term (three-year) contract, with commission triggers, if and when there was an increase in generated monies from potential escalated use.

After consideration, it was deemed more prudent to remove any commission related language, shorten the term of the agreement to one-year, and reevaluate usage at the end of the agreement period to determine the next most sensible course of action. Refer to Attachment "1," the Master Services Agreement, for details.

ANALYSIS:

The City Jail still utilizes the services of Evercom Systems, Inc., which function well in its current configuration. The most recent contract between the City and Evercom Systems, Inc., allowed for the City to receive commissions, when the monies generated from inmate telephone use exceed Evercom's maintenance and operations costs. Evercom has been consistent with the issuance of commission checks, distributed on a monthly basis.

ALTERNATIVES CONSIDERED:

Deny request for Master Service Agreement between the City and Evercom Services, Inc. and direct staff accordingly.

FISCAL REVIEW:

This agreement will not result in any expenses to the City and does not require a budget adjustment. This agreement will also not provide the City a commission from Evercom Services when monies generated from inmate telephone use exceed Evercom Services maintenance and operations costs. Costs normally paid for from these commission revenues may need to be paid from the General Fund. Those costs are unknown at this time.

LEGAL REVIEW:

Legal has reviewed the document and approved it as to form.

CONCLUSION:

Evercom Services, Inc. has provided the City of Costa Mesa Police Department Jail with a well functioning inmate telephone service—for several years—in its current configuration and as indicated in this pending agreement. They have consistently maintained, repaired, and/or replaced equipment as needed. The acceptance of this proposed agreement with Evercom will enable the City Jail to have continuity with inmate telephone service, which is essential to Jail operations.



TIM SCHENNUM

Lieutenant



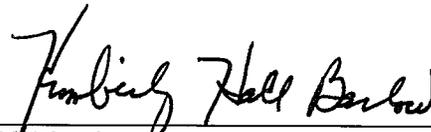
CHRIS SHAWKEY

Chief of Police



COLLEEN O'DONOGHUE

Assistant Finance Director



Kimberly Hall Barlow

City Attorney

DISTRIBUTION:

ATTACHMENTS: 1 MASTER SERVICE AGREEMENT

File Name

Date

Time

This Master Services Agreement (this "Agreement") is by and between the City of Costa Mesa ("Customer") and Evercom Systems, Inc., a Delaware corporation and a wholly owned subsidiary of SECURUS Technologies, Inc., ("we," "us," or "Provider"). Provider and Customer shall be collectively hereinafter referred to as the "Parties." This Agreement supersedes any and all other agreements (oral, written, or otherwise) that may have been made between the Parties, and shall be effective as of the last date signed by the Parties (the "Effective Date").

Whereas the Customer desires that Provider install an inmate telecommunication system, and provide telecommunications and maintenance services according to the terms and conditions in this Agreement, and according to the Schedule and Work Orders, which are incorporated by reference into this Agreement;

Whereas the Provider agrees to install the inmate telecommunications system and provide telecommunications and maintenance services according to the terms and conditions in this Agreement, and according to the Schedule and Work Orders, which are incorporated by reference into this Agreement;

Now therefore, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

- Applications. This Agreement specifies the general terms and conditions under which we will perform certain inmate-related services and applications (the "Application(s)") for you. Additional terms and conditions with respect to the Applications will be specified in the schedules entered into by the Parties and attached hereto (the "Schedules"). The Schedules are incorporated into this Agreement and are subject to the terms and conditions of this Agreement. In the event of any conflict between this Agreement and a Schedule, the terms of the Schedule shall govern. In the event of any conflict between any two Schedules for a particular Application, the latest in time shall govern.
- Use of Applications. You grant us the right and license to install, maintain, and derive revenue from the Applications through our inmate systems (including, without limitation, the related hardware and software) (the "System") located in and around the inmate confinement facilities identified on the Schedules (the "Facilities"). You are responsible for the manner in which you use the Applications. Unless expressly permitted by a Schedule or separate written agreement with us, you will not resell the Applications or provide access to the Applications (other than as expressly provided in a particular Schedule), directly or indirectly, to third parties. During the term of this Agreement and subject to the remaining terms and conditions of this Agreement, Provider shall be the sole and exclusive provider of inmate related communications, including but not limited to voice, video and data (phone calls, video calls, messaging, and e-mail) at the Facilities in lieu of any other third party providing such inmate communications, including without limitation, Customer's employees, agents or subcontractors.
- Term. The initial term of this Agreement (the "Initial Term") shall begin on the Effective Date and shall end on the date that is one (1) year thereafter. This Agreement shall terminate at the end of the initial term unless extended by mutual agreement between the Parties.
- Service Level Agreement and Limited Remedy. We are committed to providing you with reliable, high quality Applications, and we offer certain assurances about the quality of our Applications (the "Service Level Agreement"). The Service Level Agreement for each Application is as set forth in the applicable Schedule. THE SERVICE LEVEL AGREEMENT SETS FORTH THE SOLE AND EXCLUSIVE REMEDIES FOR FAILURE OR DEFECT OF AN APPLICATION. WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ANY IMPLIED WARRANTY ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE, AND NONINFRINGEMENT.
- Software License. We grant you 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 Applications (the "Software"). The Software includes any upgrades, modifications, updates, and additions to existing features that we implement in our discretion (the "Updates"). Updates do not include additional features and significant enhancements to existing features. Your rights to use any third-party software product that we provide shall be limited by the terms of the underlying license that we obtained for such product. The Software is to be used solely for your internal business purposes in connection with the Applications at the Facilities. You 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 we 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. We are not liable with regard to any Software that you use in a prohibited manner.
- Ownership and Use. The System, the Applications, and related records, data, and information shall at all times remain our sole and exclusive property unless prohibited by law, in which event, we shall have the unlimited right to use such records, data, and information for investigative and law enforcement purposes. However, during the term of this Agreement and for a reasonable period of time thereafter, we will provide you with reasonable access to the records. We (or our 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 our other products and services (the "Materials"). The Materials constitute proprietary information and trade secrets of Provider and its licensors, whether or not any portion

thereof is or may be the subject of a valid copyright or patent. Customer is only obligated to maintain confidentiality to the extent permitted by law, including the Public Records Act and any other applicable law.

7. Legality/Limited License Agreement. For services related to Applications which may allow you to monitor and record inmate or other administrative telephone calls, or transmit or receive inmate electronic messages ("e-mail"); by providing the Application, we make no representation or warranty as to the legality of recording or monitoring inmate or administrative telephone calls or transmitting or receiving inmate e-mail messages. Further, you retain custody and ownership of all recordings, and inmate e-mail messages; however you grant us a perpetual limited license to compile, store, and access recordings or inmate calls and access inmate e-mail messages for purposes of (i) complying with the requests of officials at the Facility, (ii) disclosing information to requesting law enforcement and correctional officials as they may require for investigative, penological or public safety purposes, (iii) performing billing and collection functions, or (iv) maintaining equipment and quality control purposes. This license does not apply to recordings of inmate calls or e-mail messages with their attorneys or to recordings or e-mail messages protected from disclosure by other applicable privileges.

8. Confidentiality. The System, Applications, and related call records and information (the "Confidential Information") shall at all times remain confidential to Provider. To the extent permitted by law, you agree that you will not disclose such Confidential Information to any third party without our prior written consent. Because you will be able to access confidential information of third parties that is protected by certain federal and state privacy laws through the Software and Applications, you shall only access the Software with computer systems that have effective firewall and anti-virus protection.

9. Indemnification. To the fullest extent allowed by applicable law but subject to the limitations in this Agreement, each party (the "Indemnifying Party") will, and does hereby agree to, defend, indemnify and hold harmless the other party (the "Indemnified Party") from and against any loss, cost, claim, liability, damage, and expense (including, without limitation, reasonable attorney's fees and expenses) brought or claimed by third parties or by the Indemnified Party (collectively, "Claims") arising out of (i) a breach of either party's representations, warranties and/or covenants contained herein or (ii) the gross negligence or willful misconduct of, or intellectual property infringement or alleged intellectual property infringement by, the Indemnifying Party and/or its employees, agents, or contractors in the performance of this Agreement. The Indemnified Party shall notify the Indemnifying Party promptly in writing of any Claims for which the Indemnified Party alleges that the Indemnifying Party is responsible under this section and the Indemnifying Party shall hereupon tender the defense of such Claims to the Indemnifying Party. The Indemnified Party shall cooperate in every reasonable manner with the defense or settlement of such Claims at the Indemnifying Party's expense. The Indemnifying Party shall not be liable under this section for settlements of Claims finalized solely by the Indemnified Party unless the Indemnifying Party has approved such settlement in advance or unless the defense of such Claims has been tendered to the Indemnifying Party in writing and the Indemnifying Party has failed to promptly undertake the defense.

Furthermore, the Parties understand and agree that each one is subject to federal, state, and local laws and regulations, and each party bears the burden of its own compliance. The Provider agrees to install and implement the Inmate Telephone System according to the law governing the Provider, the instruction it receives from the Customer as to the Customer's requirements under the law, and according to the Customer's facility's demographics. The Provider agrees to indemnify the Customer against any and all damages, loss, cost, claim, liability, injury (to persons and property) and expense brought or claimed by third parties or the Customer's Facility (collectively, "Claims") arising out of or related to the Provider's failure to comply with the instruction it receives from the Customer, and all laws and regulations governing the Provider. The Customer agrees to indemnify the Provider against any all Claims arising out of or related to the Customer's or the Customer's Facility's failure to comply with all laws and regulations governing it. The Customer further agrees to indemnify the Provider against any and all Claims arising out of or related to any and all measures the Customer or its Facility implements in its sole discretion, which affects the inmates' accessibility to the Equipment and usage thereof.

10. Insurance. We maintain comprehensive general liability insurance having limits of not less than \$2,000,000.00 in the aggregate. We will provide you with a copy of the current certificate of insurance and name the City of Costa Mesa as an additional insured. You agree to provide us with reasonable and timely written notice of any claim, demand, or cause of action made or brought against you arising out of or related to the utilization of the Applications and the System. We have the right to defend any such claim, demand, or cause of action at our sole cost and expense and within our sole and exclusive discretion. You agree not to compromise or settle any claim or cause of action arising out of or related to the utilization of the Applications or System without our prior written consent, and you are required to assist us with our defense of any such claim, demand, or cause of action.

11. Default and Termination. 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 thirty (30) days after receipt of the notice of default, then the non-defaulting party shall have the right to terminate this Agreement upon thirty (30) days written notice and pursue all other remedies available to the non-defaulting party, either at law or in equity. Notwithstanding the foregoing, the thirty (30) day cure period shall be extended to ninety (90) days if the default is not reasonably susceptible to cure within such thirty (30) day period, but only if the defaulting party has begun to cure the default during the thirty (30) day period and diligently pursues the cure of such default. Notwithstanding the foregoing, if you breach your obligations in the section entitled "Software License" or the section entitled "Confidentiality", then we shall have the right to terminate this Agreement immediately.

12. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY SHALL HAVE ANY LIABILITY FOR INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS OR INCOME, LOST OR CORRUPTED DATA, OR LOSS OF USE OR OTHER BENEFITS, HOWSOEVER CAUSED AND EVEN IF DUE TO THE PARTY'S NEGLIGENCE, BREACH OF CONTRACT, OR OTHER FAULT, EVEN IF

SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR AGGREGATE LIABILITY TO YOU RELATING TO OR ARISING OUT OF THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED THE AMOUNT WE PAID YOU DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE DATE THE CLAIM AROSE.

13. Uncontrollable Circumstance. We reserve the right to renegotiate or terminate this Agreement upon sixty (60) days advance written notice if circumstances other than those under our control related to the Facilities (including, without limitation, changes in rates, regulations, or operations mandated by law; material reduction in inmate population or capacity; material changes in jail policy or economic conditions; acts of God; actions you take for security reasons (such as lock-downs)) negatively impact our business; however, we shall not unreasonably exercise such right. Further, Customer acknowledges that Provider's provision of the services is subject to certain federal, state or local regulatory requirements and restrictions which are subject to change from time-to-time and nothing contained herein to the contrary shall restrict Provider from taking any steps necessary to perform in compliance therewith.

14. Injunctive Relief. Both Parties agree that a breach of any of the obligations set forth in the sections entitled "Software License," "Ownership and Use," and "Confidentiality" would irreparably damage and create undue hardships for the other party. Therefore, the non-breaching party shall be entitled to immediate court ordered injunctive relief to stop any apparent breach of such sections, such remedy being in addition to any other remedies available to such non-breaching party.

15. Force Majeure. Either party may be excused from performance under this Agreement to the extent that performance is prevented by any act of God, war, civil disturbance, terrorism, strikes, supply or market, failure of a third party's performance, failure, fluctuation or non-availability of electrical power, heat, light, air conditioning or telecommunications equipment, other equipment failure or similar event beyond its reasonable control; provided, however that the affected party shall use reasonable efforts to remove such causes of non-performance.

16. Notices. Any notice or demand made by either party under the terms of this Agreement or under any statute shall be in writing and shall be given by personal delivery; registered or certified U.S. mail, postage prepaid; or commercial courier delivery service, to the address below the party's signature below, or to such other address as a party may designate by written notice in compliance with this section. Notices shall be deemed delivered as follows: personal delivery – upon receipt; U.S. mail – five days after deposit; and courier – when delivered as shown by courier records.

17. Miscellaneous. This Agreement shall be governed by and construed in accordance with the laws of the State of California. In the event of litigation between the Parties, venue in state trial courts shall lie exclusively in the County of Orange, California. In the event of litigation in a U.S. District Court, exclusive venue shall lie in the Central District of California. 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. If any provision of this Agreement is held to be invalid or unenforceable, the validity or enforceability of the other provisions shall remain unaffected. This Agreement shall be binding upon and inure to the benefit of Provider and Customer and their respective successors and permitted assigns. Except for assignments to our affiliates or to any entity that succeeds to our business in connection with a merger or acquisition, neither party may assign this Agreement without the prior written consent of the other party. Each signatory to this Agreement warrants and represents that he or she has the unrestricted right and requisite authority to enter into and execute this Agreement, to bind his or her respective party, and to authorize the installation and operation of the System. Provider and Customer each shall comply, at its own expense, with all applicable laws and regulations in the performance of their respective obligations under this Agreement and otherwise in their operations. Nothing in this Agreement shall be deemed or construed by the Parties or any other entity to create an agency, partnership, or joint venture between Customer and Provider. This Agreement cannot be modified orally and can only be modified by a written instrument signed by all Parties. The Parties' rights and obligations, which by their nature would extend beyond the termination, cancellation, or expiration of this Agreement, shall survive such termination, cancellation, or expiration (including, without limitation, any payment obligations for services or equipment received prior to such termination, cancellation, or expiration). 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 instrument. This Agreement, together with the exhibits and Schedules, constitutes the entire agreement of the Parties regarding the subject matter set forth herein and supersedes any prior or contemporaneous oral or written agreements or guarantees regarding the subject matter set forth herein.

EXECUTED as of the Effective Date.

CUSTOMER:

The City of Costa Mesa

By: _____

Name: _____

Title: _____

Date: _____

Customer's Notice Address and Phone Number :

99 Fair Drive
Costa Mesa, California 92626

Phone: (714) 754-5281

PROVIDER:

Evercom Systems, Inc.

By: Robert Pickens

Name: Robert Pickens

Title: Chief Marketing Officer

Date: 3/22/10

Provider's Notice Address:

14651 Dallas Parkway, Suite 600
Dallas, Texas 75254
Attention: General Counsel

Phone: (972) 277-0300

Provider's Payment Address:

14651 Dallas Parkway, Suite 600
Dallas, Texas 75254
Attention: Accounts Receivable

Please return signed contract to:

14651 Dallas Parkway
Sixth Floor
Dallas, Texas 75254

Attention: Contracts Administrator

Phone: (972) 277-0410

This Schedule is between Evercom Systems, Inc., a Delaware corporation and a wholly owned subsidiary of SECURUS Technologies, Inc. ("we" or "Provider"), and the City of Costa Mesa ("you" or "Customer") and is part of and governed by the Master Services Agreement (the "Agreement") executed by the Parties. The terms and conditions of the Agreement are incorporated herein by reference. This Schedule shall be coterminous with the Agreement ("Schedule Effective Date").

A. Applications. We will provide the following Applications:

CALL MANAGEMENT SERVICE

DESCRIPTION:

Digital Call Manager. Digital Call Manager ("DCM") through its premises-based system, provides automatic placement of calls by inmates without the need for conventional live operator services. In addition, DCM provides the capability to (a) monitor and record inmate calls, (b) mark certain numbers as private to disable the monitoring and recording function, (c) automatically limit the duration of each call to a certain period designated by us, (d) maintain call detail records in accordance with our standard practices, (e) automatically shut the System on or off, and (f) allow free calls to the extent required by applicable law. We will be responsible for all billing and collections of inmate calling charges but may contract with third parties to perform such functions. DCM will be provided at the Facilities specified in the chart below.

FACILITIES AND RELATED SPECIFICATIONS:

Facility Name and Address	Type of Call Management Service
Costa Mesa City Police Department 99 Fair Drive Costa Mesa, CA 92626	DCM

PREMISES BASED CALL MANAGEMENT SYSTEM SERVICE LEVEL AGREEMENT:

We agree to repair and maintain the System (inclusive of the SECUREworkstation defined below) in good operating condition (ordinary wear and tear excepted), at your sole cost and expense including, without limitation, furnishing all parts and labor. All such maintenance will be conducted at our pricing structure that is in place at the time the maintenance is performed, and shall be in accordance with the service levels in Items 1 through 10 below. All such maintenance shall be provided at your sole cost and expense unless necessitated by any misuse of, or destruction, damage, or vandalism to, the System by us, in which case, we will incur the cost of such repair and maintenance. You agree to promptly notify us in writing after discovering any misuse of, or destruction, damage, or vandalism to, the System. This SERVICE LEVEL AGREEMENT does not apply to any provided *Openworkstation(s)* (see below). For the services contemplated hereunder, we may provide, based upon the facilities requirements, two types of workstations (personal computer/desktop/laptop/terminal):

- (i) The "SECUREworkstation" is designed to satisfy facilities that require a secure direct link and full technical support of the Applications. Utilizing the Windows XP operating system, the SECUREworkstation is subject to full technical and field support services described herein, access to all applicable Applications and restricted user rights for facility personnel. No other third party software other than software approved and installed by Provider may be installed on the SECUREworkstation; and
- (ii) The "*Openworkstation*" is an open non-secured workstation which permits administrative user rights for facility personnel and allows the facilities an ability to add additional third party software. Ownership of the *Openworkstation* is transferred to the facility along with a three-year product support plan with the hardware provider. We have no obligation to provide any technical and field support services for an *Openworkstation*. CUSTOMER IS SOLELY RESPONSIBLE FOR THE MAINTENANCE OF ANY *OPENWORKSTATION(S)*."

1. Outage Report; Technical Support. If either of the following occurs: (a) you experience a System outage or malfunction or (b) the System requires maintenance (each a "System Event"), then you will promptly report the System Event to our Technical Support Department ("Technical Support"). You may contact Technical Support 24 hours a day, seven days a week (except in the event of planned or emergency outages) by telephone at 866-558-2323, by email at TechnicalSupport@Evercom.net, or by facsimile at 800-368-3168. We will provide you commercially reasonable notice, when practical, prior to any Technical Support outage. For your calls to Technical Support, the average monthly call answer time is generally 120 seconds or less, provided however, that we will endeavor (but will not be obligated) to achieve an average monthly call answer time of 30 seconds.

2. **Priority Classifications.** Upon receipt of your report of a System Event, Technical Support will classify the System Event as one of the following four priority levels:

"Priority 1"	60% or more of the functionality of the System is adversely affected by the System Event
"Priority 2"	30%-59% of the functionality of the System is adversely affected by the System Event
"Priority 3"	5%-29% of the functionality of the System is adversely affected by the System Event
"Priority 4"	Less than 5% of the functionality of the System is adversely affected by the System Event

3. **Response Times.** After receipt notice of the System Event, we will respond to the System Event within the following time periods with a 95% or greater rate of accuracy:

Priority 1	4 hours
Priority 2	12 hours
Priority 3	24 hours
Priority 4	36 hours

4. **Response Process.** In all instances, Technical Support will either initiate remote diagnosis and correction of the System Event or dispatch a field technician to the Facility (in which case the applicable regional dispatcher will contact you with the technician's estimated time of arrival), as necessary.

5. **Performance of Service.** All of our repair and maintenance of the System will be done in a good and workmanlike manner at your cost except as may be otherwise set forth in the Agreement. Any requested modification or upgrade to the System that is agreed upon by you and us may be subject to a charge as set forth in the Agreement and will be implemented within the time period agreed by the Parties.

6. **Escalation Contacts.** Your account will be monitored by the applicable Territory Manager and Regional Service Manager. In addition, you may use the following escalation list if our response time exceeds 36 hours: first to the Technical Support Manager or Regional Service Manager, as applicable, then to the Director of Field Services, then to the Executive Director, Service.

7. **Notice of Resolution.** After receiving internal notification that a Priority 1 System Event has been resolved, a member of our management team will contact you to confirm resolution. For a Priority 2 or 3 System Event, a member of our customer satisfaction team will confirm resolution.

8. **Monitoring.** We will monitor our back office and validation systems 24 hours a day, seven days a week.

9. **Required IGR.** You are responsible for providing a dedicated isolated grounded receptacle ("IGR") for use in connection with the primary System. Upon request we will provide you with the specifications for the IGR. If you are unable to or do not provide the IGR, then we will provide the IGR on a time and materials basis at the installer's then-current billing rates, provided that we are not responsible for any delay caused by your failure to provide the IGR.

10. **End-User Billing Services and Customer Care.** Our Correctional Billing Services department will maintain dedicated customer service representatives to handle end-user issues such as call blocking or unblocking and setting up end-user payment accounts. The customer service representatives will be available during reasonable business hours Monday through Saturday by telephone at 800-844-6591, by email at Support@CorrectionalBillingServices.com, and by facsimile at 800-578-2627. In addition, we will maintain an automated inquiry system on a toll-free customer service phone line that will be available to end-users 24 hours a day, 7 days a week to provide basic information and handle most routine activities. We will also accept payments from end-users by credit card, check, and cash deposit (such as by money order or Western Union transfer).

Exhibit A: Customer Statement of Work
COSTA MESA (CA)
SITE 00139

This **Customer Statement of Work** is made part hereto and governed by the Master Services Agreement (the "Agreement") executed between Evercom Systems, Inc., a Delaware corporation and a SECURUS Technologies, Inc. company ("we" or "Provider"), and the City of Costa Mesa ("you" or "Customer"). The terms and conditions of said Agreement are incorporated herein by reference. This Customer Statement of Work shall be coterminous with the Agreement.

A. Applications. The Parties agree that the Applications listed in the Service Schedule or below shall be provided and in accordance with the Service Level Agreements as described in the applicable section of the Service Schedule to the Agreement.

B. Equipment. We will continue to provide the existing equipment/Applications currently onsite in connection with the services.

UNLESS OTHERWISE EXPRESSLY SET FORTH IN WRITING IN THIS SCHEDULE, NO APPLICATIONS, EQUIPMENT, INSTALLATION AND SPECIAL REQUIREMENTS OTHER THAN THOSE STATED ABOVE WILL BE PROVIDED; NO ORAL AGREEMENTS OR STATEMENTS ARE BINDING.

EXECUTED as of the Schedule Effective Date.

<u>CUSTOMER:</u> The City of Costa Mesa By: _____ Name: _____ Title: _____ Date: _____	<u>PROVIDER:</u> Evercom Systems, Inc. By: <u>Robert Pickens</u> Name: Robert Pickens Title: Chief Marketing Officer Date: <u>3/22/10</u>
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Please return signed contract to:

14651 Dallas Parkway
Sixth Floor
Dallas, Texas 75254

Attention: Contracts Administrator

Phone: (972) 277-0410