

AUTHORIZING ORDINANCE 107.200SLCRO

Statement of Work State of Missouri Participating Addendum NASPO Master Agreement #99SWC-S26 ST. LOUIS COUNTY (MO)

This Statement of Work ("SOW") is by and between St. Louis County, Missouri ("County") and Securus Technologies, LLC (f/k/a Securus Technologies, Inc.), ("Contractor") and is made pursuant to the Participating Addendum entered into by the State of Missouri and Contractor relating to NASPO Master Agreement #99SWC-S26 (the "Participating Addendum"). St. Louis County Government is authorized pursuant to Section 107.200 of the St. Louis County Revised Ordinances to enter into this SOW. This SOW is effective as of the last date signed by either party (the "Effective Date").

1. <u>Term</u>. The SOW begins on the Effective Date, but the "Initial Term" will begin 120 days after the Effective Date (to allow for installation of hardware and/or implementation of network connectivity) and will end on the date that is 36 months thereafter. St. Louis County has the option to renew the contract for two (2) additional one (1) year periods at the same terms and conditions. The contractor is obligated to renew the contract at the same terms and conditions for the optional term if the County exercises its option to renew the contract. County will delivery written notice of non-renewal at least 90 days before the end of the then current term. In the event the Statement of Work between Contractor's subsidiary JPay LLC and County pursuant to NASPO Master Agreement #1901 is terminated for any reason, this SOW will also be terminated, unless otherwise agreed. The terms and conditions of this SOW will continue to apply for so long as Contractor continues to provide the Applications to County after the expiration or earlier termination of this SOW.

2. <u>Products and Services</u>. Pursuant to the Participating Addendum, Contractor will provide the products and services described in Exhibit A during the term of the SOW (collectively, the "Applications"). All Applications in this SOW are included and described in greater detail in NASPO Master Agreement #99SWC-S26 ("NASPO Master Agreement"). Any products or services described in the documents referenced in the NASPO Master Agreement or Participating Addendum which are not specifically included in this SOW are not included.

3. <u>Grant of License from County to Contractor</u>. County grants Contractor the exclusive right and license to install, maintain, and derive revenue from the Applications at all correctional facilities under County's authority now and in the future during the term of this SOW. Subject to the remaining terms and conditions of this SOW, Contractor and, as applicable, its subsidiaries, will be the sole and exclusive provider of incarcerated end user communications, whether fixed, mobile or otherwise, including but not limited to voice, video, and data (*e.g.*, phone calls, video calls, messaging, prepaid calling cards, debit calling, and e-mail) and incarcerated end user software applications (*e.g.*, automated grievance filing system, law library, etc.) at all correctional facilities now or in the future under the authority of County and to the exclusion of any other third party providing such services, including without limitation, County's employees, agents, or subcontractors.

4. <u>Ownership of Applications and Grant of License to County</u>. Other than as specifically set forth herein, Contractor does not grant or otherwise convey any license or other ownership right in or to its Applications or any technology or intellectual property rights associated with its Applications. Contractor grants County a personal, limited, non-exclusive, non-transferable license (without the right to sublicense) to access and use the Applications solely as contemplated by the SOW (the "County License").

5. Additional Terms of County License. In connection with the County License, County agrees that (a) it will not resell, assign, or otherwise transfer the Applications or any portions thereof; (b) it will only use the Applications for lawful purposes and will not transmit, retransmit, or store material associated with the Applications in violation of any federal or state laws or regulation; (c) it will not provide access to the Applications to third parties; (d) it will not connect the Applications to any products that Contractor did not furnish or approve in writing; (e) it will not create derivative works based on the Applications; (f) it will not disassemble, reverse engineer, decompile, or otherwise attempt to reveal the code, trade secrets, or know-how underlying the Applications or allow any third party to do so; (g) it will not remove, obscure, or alter any intellectual property right or confidentiality notices or legends appearing in or on any aspect of any Applications; (h) it will be responsible for distributing and assigning licenses to its end users; and (i) it will monitor and ensure that its licensed end users comply with these terms.

6. <u>Ownership and Use of Certain Data Associated With the Applications</u>. County will own recorded communications associated with the Applications (the "County Data"). During this SOW and for a reasonable period of time thereafter,

Contractor will provide County with access to the County Data. County grants Contractor a perpetual, worldwide, nonexclusive, non-transferable right to use the County Data (the "Securus License").

7. Third-Party Software. The deployment of certain features and functionalities within Contractor's Applications which utilize third-party content or services may require a direct agreement between County and the third party as a condition which must be fulfilled prior to deployment.

8. Private Communications. County may designate certain communications (for example, attorney or clergy communications) as "Private" within certain of the Applications. County acknowledge and agree that County have the sole discretion, authority, and responsibility to designate certain communications as Private, and that Contractor has no discretion, authority, or responsibility to make such designations, unless done so at County's instruction.

9. Entire Agreement. This SOW represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this SOW.

EXECUTED as of the Effective Date.

<u>COUNTY</u> :	CONTRACTOR:
St. Louis County, Missouri DocuSigned by: Jennifer J Keating By: Name: Jennifer Keating Title: Acting Director of Procurement 03/05/2021 12:20 PM CST	Securus Technologies, LLC By: David A Abd David A Abd
David A Abel	President and CEO

President and CEO

of Securus Technologies, and that I signed this Contract on behalf of said corporation by authority of board of directors, and that I acknowledged this Contract to be the free act and deed of the said corporation.

St. Louis County, Missouri

03/05/2021 | 12:20 PM CST Date Executed by County:

_____ , affirm that I am the __

Approved as to legal form:

DocuSigned by County Counselor

I hereby certify that unencumbered balances sufficient to pay the contract sum remain in the appropriation account against which the obligation is to be charged.

ccounting Officer

8C69C5670B3B4E0



SCHEDULE A

Securus Technologies, LLC JPay, LLC AllPaid, Inc

<u>EXHIBIT A</u>

TELEPHONE SERVICE

I. Phones – Total Rates

Contractor will provide telephone services and Contractor's Secure Call Platform for all County facilities at no cost to County. Contractor will charge the calling rates in the following chart:

Intrastate Calls*	Interstate Calls*	All Call Types International*
\$0.049 per minute	\$0.049 per minute	\$0.193 per minute

*Plus applicable taxes, fees, and the following features described in Footnote 1 of the Inmate Phones tab of Contractor's cost proposal: Account Activator, Postpaid Collect – Direct Bill, and Securus Debit. In the event Securus Debit is deployed, Contractor will invoice County on a weekly basis for all funding amounts transferred from facility trust/commissary accounts to Securus Debit accounts. The invoice will be due and payable upon receipt. These call rates are built using the selected options in this SOW plus the NASPO base rate provided for by the Participating Addendum based on annual minutes of system usage. These call rates may be subject to an annual adjustment in the event County's annual minutes of usage results in a change in the base rate provided for via the NASPO documents incorporated into the Participating Addendum. Outbound voicemail will be charged based on the rates in the above table.

Contractor will provide the equipment needed to support the required number and type of phones and other components in connection with SCP. Additional equipment or applications will be installed only upon mutual agreement by the parties, and may incur additional charges. Contractor will store call recordings for a period of 84 months from the date of recording. County may download and store call recordings during that period. County is solely responsible for preserving any call recordings beyond that storage period by downloading them to a separate storage medium. Contractor will provide an on-site technician to assist the County with the Applications at no additional cost to County.

II. Phones – Standard Investigative Tools

Investigative Tool	Description
Voice Biometrics (Investigator Pro)	Call Voice Biometrics is a feature that will identify all incarcerated individuals on a phone call using voice biometric technology.
THREADS with SCP	Analytical software integrated into SCP – with automatic upload and analysis of calling records, trust account funding data along with easy import of retrieved contraband cell phone data – plus much more.
ICER	Identifies communications between incarcerated individuals wherever and whenever they happen. Automatic detection and reporting of conversations between individuals within a facility or between facilities when individuals are calling same or different numbers.

Contractor will provide the Investigative Tools selected by County in the table below:

The cost of the selected investigative tools was considered and included in setting the rates and other compensation provided for under this SOW.

III. Phones – Corrections Solutions

Contractor will provide the Corrections Solutions selected by County in the table below:

Corrections Solution	Description
Automated Information Services (AIS) ¹	Automated Interactive Voice Response (IVR) system for auto answer of routine questions, with optional voicemail and trust and/or account funding.

The cost of the selected corrections solutions was considered and included in setting the rates and other compensation provided for under this SOW.

IV. Phones – Additional Equipment

Contractor will provide 8 booking phones, 2 TDD units, 2 Investigator Pro enrollment phones, 62 sets of VPM phones, 3 laptops, 3 other workstations (specific equipment to be reasonably agreed), and a scanner at no cost to County.

KIOSKS

I. Kiosk Hardware

Contractor will deploy the kiosk hardware in the table below at no cost to County:

<u>Type of Unit</u>	Number
Turnkey Kiosk (Video Connect Terminals)	219

II. Kiosk Applications

Contractor will provide the kiosk applications in the table below at no cost to County:

Application	Cost to End User ²
eMessaging	\$0.25
Video Connect	\$2.00 per 20-minute session ³
Video Gram	\$0.75
Snap and Send	\$0.25
Greeting Cards	\$0.25
Free Request to Send Money	None
Free messaging for friend and family when funding an account	None
Forms (Grievance)	None
Handbook (.PDF)	None
Third Party Vendor Commissary Application	None
Website Education Application (URL)	None
Videos Application (.MP4)	None
Self-Op Commissary Ordering Application	None
Emergency Visitation Application	None
Video Relay Service	None
Job Search Application	None
Law Library Application	Free to direct user, but cost was taken into account in calculating the call rates in this SOW.

¹ Standard fees will apply for optional funding and voicemail.

² Applicable taxes will be added to the prices stated.

³ Contractor will store video connect sessions for a period of 30 days.

Page 4 of 5

Other Applications as Mutually Agreed by County and Contractor	Subject to County and Customer agreement on
	County and end user cost.

AFFIDAVIT OF COMPLIANCE WITH ST. LOUIS COUNTY CHARTER SECTION 12.020

I. Russell Roberts	Chief Growth Officer of	
(Name)	(Title)	
Securus Technologies, LLC	, am autho	rized to make this affidavit, and
(Company Name)		,
by doing so, I attest that the Company, wh	lich is a	
() sole proprietorship () partnership	() joint venture	(x) limited liability company
() corporation, incorporated under laws o	f State of	

is in compliance with the following representations:

- Said Company has not made a campaign contribution to a candidate for elective office authorized by the St. Louis County Charter (County Executive, County Councilmember, County Prosecutor, or County Assessor) within 90 days of issuance of this solicitation (hereinafter "prohibited contribution"); and
- 2. Said Company shall not make a prohibited contribution within 90 days after award of the contract from this solicitation; and
- 3. If Company makes a prohibited contribution within 90 days of award of the contract from this solicitation, then said Company is disqualified from entering into such contract with St. Louis County; and
- 4. If Company makes a prohibited contribution within 90 days of award of the contract from this solicitation and executes such contract with St. Louis County, said contract shall be deemed void; and
- 5. Said Company will comply with all applicable laws, ordinances, rules and regulations governing the conduct of business in St. Louis County and the State of Missouri,

I, the Affiant, acknowledge that I am signing this Affidavit as a free act and deed of the Company and not under duress.

Affiant Signature

Subscribed and sworn to before me, a notary public, in	Denton	Texas ,
this <u>1st</u> day of <u>Februrary</u> , 20 <u>21</u> .	County	State
Misty Mador Notary Public My commission expires: 03/31/2024	Misty Dawn Madore My Commission Expires 03/31/2024 ID No 132421296	

ST. LOUIS COUNTY CHARTER

Section 12.020. No candidate committee for a person who is a candidate for an elective office authorized by this Charter shall accept a campaign contribution from any person who, or entity that, is competing or submitting an application for any St. Louis County contract beginning ninety (90) days before any solicitation or request for proposals issued and ending ninety (90) days after the corresponding contract has been awarded; if any candidate committee accepts such a prohibited contribution, the person or entity making the offending contribution shall be disqualified from entering into such a contract with the County and, if any such prohibited contract has been executed, it shall be deemed void.

(General election of 11-6-18)

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	<pre> Insurance Services West,</pre>	Inc.			NAME: PHONE (A/C. No. Ext): (866)	283-7122	FAX (A/C. No.): (800)	363-0105
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					11	ISURER(S) AFFO	RDING COVERAGE	NAIC #
URED					INSURER A: Sta	rr Indemnit	/ & Liability Company	38318
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	ton TX 75007 USA				INSURER C:			
					INSURER D:			
					INSURER E:			
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	COMMERCIAL GENERAL LIABILITY			10000100152201	09/30/202	0 09/30/2021	EACH OCCURRENCE	\$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
GEN'L	LAGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
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OFFIC	ICER/MEMBER EXCLUDED?	N / A					E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE	\$1,000,000
If yes	s, describe under CRIPTION OF OPERATIONS below						E.L. DISEASE-POLICY LIMIT	\$1,000,000
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Dallas, TX 1-866-519-2522

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

Policy Number: 10000100152201 Named Insured: SCRS Acquisition Corporation Effective Date: September 30, 2020 at 12:01 A.M.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SECTION II - WHO IS AN INSURED, is amended to include as an additional insured:

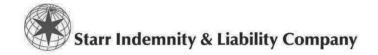
Any person or organization to whom you become obligated to include as en additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of your operations or premises owned by or rented to you. However, the insurance provided will not exceed the lesser of:

- The coverage and/or limits of this policy, or
- The coverage and/or limits required by said contract or agreement.

All other terms, exclusions, and conditions of this policy remain unchanged.

Signed for STARR INDEMNITY & LIABILITY COMPANY

Nehemiah E. Ginsburg, General Counsel



Dallas, TX 1-866-519-2522

Primary and Non-Contributory Condition

Policy Number: 10000100152201 Named Insured: SCRS Acquisition Corporation Effective Date: September 30, 2020 at 12:01 A.M.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

- A. SECTION IV CONDITIONS, condition 4. Other Insurance is amended as follows:
 - 1. The following is added to paragraph 4.a. of the Other Insurance condition:

This insurance is primary insurance as respects our coverage to the additional insured, where the written contract or written agreement requires that this insurance be primary and non-contributory. In that event, we will not seek contribution from any other insurance policy available to the additional insured on which the additional insured is a Named Insured.

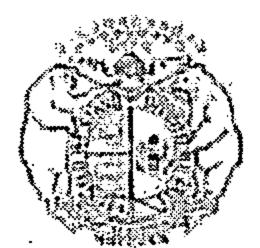
ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Signed for STARR INDEMNITY & LIABILITY COMPANY

Steve Blakey, President

Nehemiah E. Ginsburg, General Counsel

FL001430917 Date Filed: 1/17/2020 John R. Ashcroft Missouri Secretary of State



State of Missouri John R. Ashcroft, Secretary of State

Corporations Division PO Box 778 / 600 W. Main St., Rm. 322 Jefferson City, MO 65102

> Application for Registration of a Foreign Limited Liability Company

(Submit with filing fee of \$105.00)

Securus Technologies, LLC

- 1. The name of the foreign limited liability company is: .
- 2. The name under which the foreign limited liability company will conduct business in Missouri is (must contain "limited company, "limited liability company", "LC", "LLC", "L.C.", or "L.L.C.") (must be filled out if different from line (1)):

3. The foreign limited liability company was formed under the laws of	Delaware on the
cate of 08/22/1997	(state or jurisdiction)
(month/day/year)	

- 4. The purpose of the foreign limited liability company or the general character of the business it proposes to transact in this state is: Provider of law enforcement and corrections technology, solutions, and related services.
- 5. The name and address of the limited liability company's registered agent in Missouri is (this line must be completed and include a street address):

C T Corporation System, 120 South Central Avenue, Clayton, MO 63105

Name Address (PO Box may only be used in confunction with a physical street address) Chy/State/Zip

The Secretary of State is appointed agent for service of process if the foreign limited liability company fails to maintain a registered agent. Nota: failure to maintain a registered agent. Nota: failure to maintain a registered agent constitutes grounds to cancel the registration of the foreign limited liability company.

6. The address of the registered office in the jurisdiction organized. If none required, then the principal office address of the foreign limited liability company is:

1209 Orange Street, Wilmington, DE 19801

Address (PO Box may only be used in conjunction with a physical street address)

7. This application must include a current certificate of good standing/existence from the secretary of state or other similar official in the state of domicile. Such document should be dated within 60 calendar days from filing.

(Please see next page)				
Name and address to return filed document:	ORI-01172020-0552 State of Missouri			
Nane:	No of Pages 3 Pages			
Address:				
City, State, and Zip Code:	Creation - LLC/LP/LLP			

8. Series LLC (OPTIONAL) Pursuant to Section 347.186, the foreign limited liability company may establish a designated series in its operating agreement. The names of the series must include the full name of the limited liability company under which it has been admitted to transact business in this state and are the following:

New Series:

The limited liability company gives notice that the series has limited liability.

New Series:

□ The limited liability company gives notice that the series has limited liability.

New Series:

I The limited liability company gives notice that the series has limited liability.

(Each separate series must also file an Attachment Form LLC 4A.)

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under Section 575.040, RSMo).

C. Kr	Justin Matoidi	1/9/20
Authorized Signanut	Printed Nome	Date-
Authorized Signature	Printed Nonz	Date

Authorized Signature

Printed Name

Date.

LLC-4 (01/2017)



Page 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "SECURUS TECHNOLOGIES, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE SECOND DAY OF JANUARY, A.D. 2020.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN PAID TO DATE.



Joffrey W. Bullock, Secretary of State

Authentication: 202101186 Date: 01-02-20

2788631 8300

SR# 20200003614 You may verify this certificate online at corp.delaware.gov/authver.shtml



John R. Ashcroft Secretary of State

CERTIFICATE OF REGISTRATION

WHEREAS,

Securus Technologies, LLC FL001430917

existing under the laws of the State of Delaware has filed with this state its Application of Registration and whereas this Application of Registration conforms to the Missouri Limited Liability Company Act.

NOW, THEREFORE, I, JOHN R. ASHCROFT, Secretary of State of the State of Missouri, by virtue of the authority vested in me by law, do hereby certify and declare that on the 17th day of January, 2020, the above Foreign Limited Liability Company is duly authorized to transact business in the State of Missouri and is entitled to any rights granted Limited Liability Companies.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 17th day of January, 2020.



ALERT: SAM.gov will be down for scheduled maintenance Saturday, 02/13/2021 from 8:00 AM to 1:00 PM.



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A NEW WAY TO SIGN IN - If you already have a SAM account, use your **SAM email** for login.gov.

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Securus Technologies, LLC 4000 International Pkwy Entity Dashboard DUNS: 192858954 CAGE Code: 4X9H4 Carrollton, TX, 75007-1913, Status: Active UNITED STATES Expiration Date: 07/17/2021 Entity Overview Purpose of Registration: All Awards Entity Registration Entity Overview Core Data Assertions **Entity Registration Summary** Reps & Certs Name: Securus Technologies, LLC Business Type: Business or Organization • POCs Last Updated By: Rachel Drew Exclusions Registration Status: Active Activation Date: 07/29/2020 Active Exclusions Expiration Date: 07/17/2021 Inactive Exclusions Excluded Family Members **Exclusion Summary** Active Exclusion Records? No RETURN TO SEARCH Search Records Disclaimers FAPIIS.gov Data Access Accessibility GSA.gov/IAE Check Status Privacy Policy GSA.gov About USA.gov

IBM-P-20210115-1535 WWW2

This is a U.S. General Services Administration Federal Government computer system that is "FOR OFFICIAL USE ONLY." This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.

<u>Employer</u> ▲	<u>Doing Business As</u>	<u>Account</u> <u>Status</u>	<u>Date</u> <u>Enrolled</u>	<u>Date</u> <u>Terminated</u>	<u>Workforce</u> <u>Size</u>	<u>Number of</u> <u>Hiring Sites</u>	Hiring Site Locations (by state)
Clayton County Association Against Family Violence, Inc.	SecurUs House	Open	06/18/2012		10 to 19	1	GA
Murray Insurance Associates, Inc.	Murray Securus	Open	01/18/2018		100 to 499	1	PA
Securus Direct LLC		Terminated	03/02/2015	02/03/2016	10 to 19	1	NJ
Securus Inc		Terminated	09/13/2012	02/11/2018	20 to 99	1	CA
Securus Inc.	HOLDRITE	Terminated	10/11/2012	04/17/2019	20 to 99	3	CA, NV, TN
Securus Services		Open	07/17/2013		10 to 19	1	GA
Securus Technologies		Terminated	12/30/2008	10/21/2020	500 to 999	1	ТХ
Securus Technologies, Inc		Terminated	12/10/2015	04/29/2016	500 to 999	1	ТХ
Securus Technologies, Inc.		Open	10/09/2007		500 to 999	1	ТХ
Sempur Securus, LLC		Terminated	08/23/2016	11/30/2017	10 to 19	1	KS
Showing 1 to 10 of 10 entries.							

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