

**AGREEMENT BETWEEN ALACHUA COUNTY AND SECURUS TECHNOLOGIES, LLC  
FOR ANNUAL COUNTY JAIL INMATE PHONE SYSTEM AND SERVICES,  
NO. 14039**

This Agreement ("Agreement") is made by and between Alachua County, Florida, a political subdivision and charter county of the State of Florida, by and through its Board of County Commissioners (the "County") and Securus Technologies, LLC, a Delaware limited liability company which is authorized to do business in the State of Florida ("Contractor"), who are collectively referred to as the "Parties".

**WITNESSETH:**

**WHEREAS**, the County publicly issued Request for Proposal (RFP) 24-38 seeking qualified firms or individuals to provide Annual Alachua County Jail Inmate Phone System and Services; and

**WHEREAS**, after evaluating and considering all timely responses to the solicitation, the County identified Contractor as top ranked entity in the solicitation process; and

**WHEREAS**, the Contractor is willing to provide work and services to the County; and

**WHEREAS**, the County desires to engage the Contractor to provide the work and services described herein.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt of which is acknowledged, the County and Contractor agree as follows:

1. **Recitals.** The foregoing recitals are incorporated herein.
2. **Scope of Services/Work.** In accordance with the terms and conditions of this Agreement, Contractor agrees to provide Annual Alachua County Jail Inmate Phone System and Services, as more particularly described in the Scope of Services/Work attached hereto as **Exhibit "1"** and incorporated herein ("Services") for and as needed by the County. It is understood that the Services may be modified, but to be effective and binding, any such modification must be in writing executed by both the Parties.
3. **Telephone Service Equipment.** Throughout the term of the Agreement, the Contractor shall own all systems and equipment and shall conduct all maintenance, repairs, upgrades, and replacement to systems and equipment at no cost to the County. The number of inmate phone stations may be increased during the term of the Agreement upon request of the County at no additional cost to the County.
4. **Equipment Service and Maintenance Response and Repair Requirements.**
  - A. Should any equipment fail or become unusable, the Contractor should respond to the Alachua County Sheriff's Office (ACSO) request for service calls within four (4) hours of the initial equipment or system failure through the use of remote testing. Onsite response from Securus Field Service is based the SLA's below.

Priority	Service Priority Description	FS Response Time	FS Resolve Time
P1	>50% system degradation	8 hrs	24 (1 day)
	(Phones, Tablet Network, SVC, UI)		
P2	>25%<50% system degradation	24 hrs	48 (2 days)
	(Phones, Tablet Network, SVC, UI)		
P3 & 4	All other transactional cases	96 hrs	120 (5 days)
	(password resets, blocks/unblocks, singular b/f issues, etc.)		

B. The Contractor will provide to the County a monthly Trouble Ticket / Repair Time report. The report will include the type of equipment failure, date and time the failure was reported to the Contractor, as well as the date and time the repair was completed.

5. **Term.** This Agreement is effective upon execution by both Parties (“effective date”) and continues until December 31, 2028 unless earlier terminated as provided herein. This Agreement may be amended at the option of the County for two additional two-year term(s) at the same terms and conditions outlined herein. The Contractor may choose not to renew this Agreement with the County provided the Contractor provides the County with written notice received by the County ninety (90) days prior to the fiscal year starting on October 1st for each term renewal.

6. **Qualifications.** By executing this Agreement, Contractor makes the following representations to County:

- A. Contractor is qualified to provide the Services and will maintain all certifications, permits and licenses necessary to provide the Services during the term of this Agreement.
- B. The Contractor will assure that all personnel who perform the Services, or perform any part of the Services, are competent, reliable, and experienced to perform their assigned task properly and satisfactory. Contractor will perform the Services with the skill and care which would be exercised by a qualified contractor performing similar services at the time and place such services are performed. If failure to meet these standards results in a deficiency in the Services or the related tasks or designs, Contractor will, at his/her/its own cost and expense, re-do the Services to correct the deficiency, and shall be responsible for any and all consequential damages arising from the deficiency.
- C. Contractor is familiar with the Services and the conditions of the site, location, project, and specifics of the Services to be provided, designed or constructed.
- D. Contractor will coordinate, cooperate, and work with the operator of the Alachua County Jail (currently, ACSO) and any other contractors, professionals, and consultants retained by the County. The Parties acknowledge that there is nothing in this Agreement that precludes County from retaining services of other contractors, professionals, and consultants for similar or same Services or from independently performing the Services provided under this Agreement on its own.

7. **Payment.**

- A. The County will pay Contractor for timely and completed Services as described in this Agreement. The Parties agree that the amount to be paid to Contractor by the County for the Services shall be \$.029 per minute for inmate phone calls.

- B. As a condition precedent for any payment, Contractor must submit monthly invoices to the County for payment for Services rendered and expenses due, unless otherwise agreed in writing by the County. Contractor's invoice must describe the Service rendered, the date performed [*and time expended, if billed by hour*], and the person(s) rendering such Services. Contractor's invoice shall be accompanied by documentation or data in support of expenses, as the County may require. If applicable, the invoice shall reflect the allocations as provided and shall state the percentage of completion as to each such allocation. Each invoice shall constitute the Contractor's representation to the County that the Services indicated have reached the level stated, have served a public purpose, have been properly and timely performed, that the expenses included in the invoice have been reasonably incurred in accordance with this Agreement, and that the invoice amount is currently due and owing. Submission of the Contractor's invoice for final payment shall further constitute the Contractor's representation to the County that, upon receipt by the Contractor of the amount invoiced, all obligations of the Contractor to others, including its subcontractors, will be paid in full. Contractor shall submit invoices to the County at the following address, unless otherwise directed by the County:

Alachua County Information & Telecom Services  
26 NE 1<sup>st</sup> Street  
Gainesville, FL 32601

- C. County will make payment to Contractor of all sums properly invoiced under the provisions of this section in accordance with the provisions of the Florida Prompt Payment Act, Chapter 218, Part VII, Florida Statutes, but in no event later than 30 days from the date the invoice is received by the County along with all supporting documentation for the invoice.
- D. If the County has reasonable cause to suspect that any representations of Contractor relating to payment are inaccurate, the County may withhold payment of sums then or in the future otherwise due to Contractor until the inaccuracy, and the cause thereof, is corrected to the County Manager's or his/her designee's reasonable satisfaction.
- E. The County's performance and obligation to pay under this Agreement is contingent upon a specific annual appropriation by the Alachua County Board of County Commissioners ("Board"). The Parties hereto understand that this Agreement is not a commitment of future appropriations. Continuation of this Agreement beyond the term or the end of any County fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes; and that the failure of the Board to do so shall not constitute a breach or default of this Agreement.
- F. In the event any part of this Agreement or the Services, is to be funded by Federal, State, or other local agency monies, Contractor hereby agrees to cooperate with the County in order to assure compliance with all requirements of the funding entity applicable to the use of the monies, including providing access to and the right to examine relevant documents related to the Service and as specifically required by the Federal or State granting agency, and receiving no payment until all required forms are completed and submitted.

7. **Insurance.** Contractor will procure and maintain insurance throughout the entire term of

this Agreement, including any renewals, of the types and in the minimum amounts detailed in **Exhibit “2”** attached hereto and incorporated herein. A copy of a current Certificate of Insurance (COI) showing coverage of the type and in the amounts required is attached hereto as **Exhibit “2-A”**.

8. **Ownership, License and Data.**

- A. Ownership of Applications and Grant of License. Other than as specifically set forth in the Agreement, Contractor does not grant or otherwise convey any license or other ownership right in or to the Services’ applications or any technology, data, or intellectual property rights associated with the Services (the “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 Agreement (the “County License”).
- B. 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 without Contractor’s knowledge; (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.
- C. Ownership and Use of Certain Data Associated With the Applications. Unless otherwise required by law or applicable end user license terms, County will own the recordings of communications associated with the Applications (the “County Data”). During this Agreement and for a reasonable period thereafter, Contractor will provide County with access to the County Data. County grants Contractor a limited license to use the County Data 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, (iv) maintaining equipment, providing the services contemplated by this Agreement and quality control purposes; (v) research and development of future services, and (vi) complying with applicable laws, regulations, or end user license terms.
- D. Grant of License. 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 Agreement. Subject to the remaining terms and conditions of this Agreement, Contractor 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.

- E. Third-Party Software. 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 Agreement. Subject to the remaining terms and conditions of this Agreement, Contractor 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.

9. **Express Warranties.** Contractor offers the following express warranties to the County in connection with the Services and the Applications. Additional warranties may be provided in the attached Application Schedules:

- A. Express Warranty for Hardware and Software Deployed and Owned By Contractor. For hardware and software deployed and owned by Contractor and provided to County pursuant to the Agreement, Contractor agrees to repair and maintain such hardware and software in good operating condition (ordinary wear and tear excepted), including, without limitation, furnishing all parts and labor during the term of the Agreement. Notwithstanding the foregoing, Contractor is not responsible for any repair, maintenance, replacement or other costs associated with damage due to destruction, vandalism, misuse, neglect, accident, misapplication, abuse or other similar breakage ("Breakage"), and County shall be responsible for the cost of such Breakage, including, but not limited to replacement costs. County will be charged for repair costs incurred due to Breakage, up to the amount of replacement of the applicable equipment. Such charges will be deducted from the next commission payment or invoiced to the County. County agrees to promptly notify Contractor in writing after discovering any damage due to Breakage. Contractor will have no obligation to repair or maintain such hardware or software, if the Applications are, without Contractor's knowledge and approval, interfaced with other devices or software owned or used by County or a third party, or if the Applications are otherwise damaged as a result of County's actions.
- B. Express Warranty for Hardware and Software Purchased and Owned By County. For hardware and software purchased from Contractor and owned by County pursuant to the Agreement, Contractor warrants that such materials will be free from material defects under normal use, maintenance, and service for a period of 90 days from the date of sale. Contractor makes no warranty with respect to low performance, damages, or defects in any such materials caused by Breakage, nor does Contractor make any warranty as to any such materials that County has repaired or altered in any way. County will be charged for repair costs incurred due to Breakage, up to the amount of

replacement of the applicable equipment. Such charges will be deducted from the next commission payment \or invoiced to the County. When express warranties are applicable, Contractor will replace the applicable materials at no cost, which is County's sole remedy in connection with a claim pursuant to this section.

- C. Express Warranty for Services Provided. Contractor warrants that the services it provides will be performed in a good and workmanlike manner consistent with industry standards and practices. Contractor warrants that its agents and/or employees used in the performance of its obligations will be qualified to perform the contracted services. Should any errors or omissions arise in the rendering of the services under this Agreement, Contractor will undertake to correct such errors or omissions within a reasonable time period and in compliance with the Service Level Agreement terms.
- D. Disclaimer of Warranties. EXCEPT AS SPECIFICALLY SET FORTH IN SECTION 9 OF THIS AGREEMENT OR A SCHEDULE OF THIS AGREEMENT, THE APPLICATIONS ARE PROVIDED "AS IS" AND CONTRACTOR DISCLAIMS 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.

10. **Deliverables.** All project documents are the sole property of County and may be used by County for any purpose. Any and all documents required by this Agreement to be prepared by Contractor, such as but not limited to plans and specifications, will be done in such a manner that they shall be accurate, coordinated and adequate for the purposes specified. Contractor represents that the documents prepared under this Agreement will meet the requirements of all applicable federal, state and local codes, laws, rules and regulations. The County's review of the documents in no way diminishes the Contractor's representations pertaining to the documents.

11. **Investigator Pro.** Securus will remove the convert enrollment voice biometrics software, also known as Investigator PRO, from the inmate calling software platform. This software will only be reactivated at the direction of the County, which may be given by the County Manager.

12. **Permits.** The Contractor will obtain and pay for all necessary permits, permit application fees, licenses or any fees required for performing the Services.

13. **Background Checks**

- A. The Contractor and its employees, agents and subcontractors will be required to successfully pass a background check prior to entering any County building, including but not limited to the Alachua County Jail. The Contractor will be responsible for the costs of background checks.
- B. Contractor will have background checks, acceptable to the County, on all employees of the Contractor and any subcontractors, whether full or part time at least 72 hours prior to such employee(s) commencing Services. The Contractor will ensure that no employee of the Contractor or any sub-contractor who has not had a background check run will enter Buildings identified by the County as requiring such checks.
- C. The County or the Administrating Official for Agencies (such as, but not limited to,

the ACSO) occupying buildings for which the County provides maintenance, janitorial, construction or other services may refuse to allow any employee or agent of the Contractor or the Contractor's sub-contractor access to the buildings or offices occupied if deemed by the County, the Agency Administrator, or the ACSO to be in the best interest of the orderly functioning of the County, the Office, or the Agency.

11. **Alachua County Minimum Wage.** If, as determined by County, the Services to be performed pursuant to this Agreement are 'Covered Services', as defined under the Alachua County Government Minimum Wage Ordinance ("Wage Ordinance"), then during the term of this Agreement and any renewals, Contractor shall pay its 'Covered Employees', as defined in the Wage Ordinance, no less than the Alachua County Government Minimum Wage ("Minimum Wage"), as may be amended by the County. The Contractor will require the same of its subcontractors and subconsultants who provide the Services. If applicable to the Services, Contractor will certify this understanding, obligation, and commitment to County through a certification, a copy of which is attached hereto as **Exhibit "3"**. Contractor will (a) post a copy of the Minimum Wage Rate in a prominent place of its principal place of business where it is easily seen by Covered Employees; (b) supply a copy to any Covered Employee upon request; (c) make any person submitting a bid for a subcontract for Covered Services aware of these requirements; and (d) include the necessary provisions in subcontracts to ensure compliance. The County shall not be deemed a necessary, or indispensable, party in any litigation between Contractor and subcontractor. At this time of execution of this Agreement, the prevailing Minimum Wage is as follows, which is subject to change during the term of this Agreement, and will be updated, and be applicable, without the necessary of amendment to this Agreement:

\$17.00 per hour with qualifying health benefits amounting to at least \$2.00 per hour	\$19.00 per hour without health benefits
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If applicable to the Services under this Agreement and to Contractor, the failure to comply with the provisions of the Wage Ordinance will be deemed a breach this Agreement and County is authorized to withhold payment of funds in accordance with Alachua County Code and Chapter 218, Florida Statutes.

12. **Default and Termination.**

- A. **Termination for Default:** The failure of Contractor to comply with any provision of this Agreement will place Contractor in default. If Contractor is in default or fails to perform in accordance with the terms or conditions of this Agreement, the County may provide a written notice of default. The County Manager and his/her designee is authorized to provide notice of default on behalf of County. If the default is not corrected within 7 days from the notice of default's date of receipt, the County Manager is authorized to provide Contractor with written notice of termination of this Agreement on behalf of County. The effective date of termination of this Agreement will be the date specified in the notice of termination or, if no date is specified in the notice, then the effective date of termination will be the date that the notice of termination is received by the Contractor.
- B. **Termination for Convenience:** County may terminate the Agreement without cause by providing prior at least 60 days written notice of termination for convenience to the

Contractor. County Manager and his/her designee is authorized to provide this notice on behalf of the County. Upon such notice, Contractor will immediately discontinue all Services for the County currently or to be provided to the County, unless the notice from the County directs otherwise. The effective date of termination of this Agreement will be the date specified in the notice of termination or, if not date specified in the notice, then the effective date of termination will be the date that the notice of termination is received by Contractor.

- C. Termination for Unavailability of Funding: If funds to finance this Agreement become unavailable, as determined by the County, County may terminate this Agreement upon no less than 24 hours written notice to Contractor. County Manager and his/her designee is authorized to provide notice of termination on behalf of the County. The effective date of termination of this Agreement will be the date specified in the notice of termination or, if not date specified in the notice, then the effective date of termination will be the date that the notice of termination is received by the Contractor.
- D. Upon termination of this Agreement based upon the above, the County may obtain the Services from any other sources, firms, and individuals, and may use any method deemed in the County's best interest. Upon termination, Contractor will deliver to County all data, drawings, specifications, reports, estimates, summaries, and other records as may have been accumulated by Contractor in performing this Agreement, whether completed or in draft. In the event of termination, Contractor's recovery against County shall be limited to that portion of this Agreement amount earned through the date of termination. Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the Services not performed.

13. **Indemnification.** CONTRACTOR HEREBY WAIVES AND RELEASES, AND AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS ALACHUA COUNTY AND ITS BOARD OF COUNTY COMMISSIONERS, OFFICERS, EMPLOYEES, VOLUNTEERS, AND ATTORNEYS (COLLECTIVELY "ALACHUA COUNTY") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, PENALTIES, EXPENSES, AND CAUSES OF ACTION OF ANY AND EVERY DESCRIPTION, AND DAMAGES, INCLUDING ATTORNEYS' FEES AND COSTS ("THIRD-PARTY CLAIM"), BROUGHT AGAINST ALACHUA COUNTY RESULTING FROM ANY ACCIDENT, INCIDENT OR OCCURRENCE ARISING OUT OF OR IN CONNECTION WITH AN ACT, ERROR OR OMISSION OF CONTRACTOR OR CONTRACTOR'S EMPLOYEES, OFFICERS, AGENTS, ASSIGNS OR SUBCONTRACTORS IN CONNECTION WITH THE PERFORMANCE OF THE SERVICES SET FORTH IN THIS AGREEMENT, INCLUDING ATTACHED EXHIBITS, OR FROM CONTRACTOR'S ENTRY ONTO ALACHUA COUNTY'S PROPERTY AND ANY AND ALL IMPROVEMENTS THEREON. This obligation shall in no way be limited in any nature by any limitation on the amount or type of Contractor's insurance coverage. In the event the County is alleged to be liable on account of alleged acts or omissions, or both, of Contractor or Contractor's employees, representatives or agents, then Contractor will investigate, respond to and provide a defense for any allegations and claims, at Contractor's sole costs and expense. Furthermore, Contractor will pay all costs, fees and other expenses of any defense, including



but not limited to, all attorneys' fees, court costs and expert witness fees and expenses. County will cooperate with the defense of any litigation, including any request for documentation, but Contractor will have sole control over the defense of any Third-Party Claim. This indemnification provision will survive the termination of this Agreement. Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions or limitation of liability of §768.28, Florida Statutes, as may be amended.

14. **Limitation of Liability.** NEITHER PARTY WILL 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, EVEN IF DUE TO THE PARTY'S NEGLIGENCE, BREACH OF CONTRACT, OR OTHER FAULT, AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CONTRACTOR'S AGGREGATE LIABILITY TO COUNTY RELATING TO OR ARISING OUT OF THIS AGREEMENT, WHETHER IN CONTRACT, TORT, OR OTHERWISE, WILL NOT EXCEED THE AMOUNT CONTRACTOR PAID COUNTY DURING THE 12 MONTH PERIOD BEFORE THE DATE THE CLAIM AROSE.

15. **County's Compliance With Applicable Laws.** For Applications that allow County to monitor, record, investigate, or analyze communications, County represents and warrants that it will operate such Applications in compliance with all applicable laws, and Contractor makes no representation or warranty as to the legality of such actions. To the fullest extent allowed by law, County agrees to be responsible for any loss, cost, claim, liability, damage, and expense (including, without limitation, reasonable attorney's fees and expenses) arising out of County's non-compliance with applicable laws. County may designate certain communications (for example, attorney or clergy communications) as "Private" within certain of the Applications. County acknowledges and agrees that County has 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. Further, to the fullest extent allowed by applicable law, County agrees to be responsible for any loss, cost, claim, liability, damage, and expense (including, without limitation, reasonable attorney's fees and expenses) arising out of the recording or monitoring of communications that County should have but failed to designate as Private.

16. **Notice.** Except as otherwise provided in this Agreement, any notice from either Party to the other Party must be in writing and delivered by hand delivery with receipt or sent by certified mail, return receipt requested, to the addresses below. All notices will be deemed delivered five (5) business days after mailing. Each Party may change its mailing address by giving the other Party, written notice of election to change the address.

**To Contractor:**

Securus Technologies, LLC  
4000 International Parkway  
Carrollton, TX 75007

**To County:**

Information & Telecom Services  
26 NE 1<sup>st</sup> Street  
Gainesville, FL 32601  
kgsmith@alachuacounty.us

cc: With a copy electronically sent to:  
Alachua County Procurement, Attn: Contracts  
[acpur@alachuacounty.us](mailto:acpur@alachuacounty.us)

Clerk of Court, Attn Finance & Accounting  
[dmw@alachuaclerk.org](mailto:dmw@alachuaclerk.org)

17. **Standard Clauses.**

A. **Public Records.** In accordance with §119.0701, Florida Statutes, Contractor, *when acting on behalf of the County*, shall, as required by Florida law:

1. Keep and maintain public records required by the County to perform the Services.
2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida law or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of the Agreement if Contractor does not transfer the records to the County.
4. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of Contractor or keep and maintain public records required by the County to perform the Services. If Contractor transfers all public records to the County upon completion of the Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S PUBLIC RECORDS CUSTODIAN AT [publicrecordsrequest@alachuacounty.us](mailto:publicrecordsrequest@alachuacounty.us) OR (352) 264-6906 OR 12 SE 1<sup>ST</sup> STREET, GAINESVILLE, FL 32601.**

If Contractor fails to comply with this section, Contractor will be deemed in default under this Agreement. The County may enforce as set forth in §119.0701, Florida Statutes. Contractor who fails to provide the public records in response to a request within a reasonable time may be subject to penalties imposed under §119.10, Florida Statute, and costs of enforcement, including fees, under §119.0701 and §119.12, Florida Statutes.

Contractor will take reasonable measures to protect, secure and maintain any data held by Contractor in an electronic form that is or contains exempt, confidential, personal information or

protected information, as defined by Florida or federal law, related to or in connection with performance of the Services. If Contractor suspects or becomes aware of a security breach or unauthorized access to such data by a third party, Contractor shall immediately notify the County in writing and will work, at Contractor's expense, to prevent or stop the data breach.

B. Confidential Information. During the term of this Agreement, Contractor may claim that some of Contractor's information, including, but not limited to, software documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as confidential and proprietary by Contractor in accordance with §812.081, Florida Statutes, or other law, and is exempt from disclosure under the Florida's public record laws. Contractor shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the County shall use reasonable efforts to maintain the confidentiality of the Confidential Information that is clearly identified by Contractor. County will promptly notify Contractor in writing if the County receives a request for disclosure of Contractor's Confidential Information. Contractor may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Contractor shall protect, defend, indemnify, and hold harmless Alachua County and its commissioners, officers and employees from and against any claims, actions and judgments arising out of a request for disclosure of Confidential Information or relating to violation or infringement of trademark, copyright patent, trade secret or intellectual property right; however, the foregoing obligation shall not apply to County's misuse or modification of Contractor's Confidential Information in a manner not contemplated by this Agreement. Contractor shall investigate, handle, respond to, and defend, at Contractor's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Contractor shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorneys' fees, costs and expenses. If Contractor is not reasonably able to modify or otherwise secure for the County the right to continue using the good or product, Contractor shall remove the product and refund the County the amounts paid in excess of a reasonable rental for past use. Upon completion of this Agreement, the provisions of this paragraph shall continue to survive. Contractor releases the County from claims or damages related to disclosure by the County.

C. Auditing Rights and Information. At County's expense, County reserves the right to require the Contractor to submit to an audit, by any auditor of the County's choosing. Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. Contractor shall retain all records pertaining to this Agreement and upon request make them available to County for three (3) complete calendar years following expiration or termination of the Agreement. Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the Contractor to the County, Contractor shall pay to County the Overcharged Amount which is defined as the total aggregate overcharged amount together with interest thereon (such interest to be established at the rate of 12% annum). Any adjustments or payments which must be made as a result of any such audit or inspection of the Contractor's invoices or records must be made. If the Overcharged Amount is equal to or greater than \$50,000.00, Contractor shall pay to County the Overcharged Amount and the Audit Amount which is defined as the total aggregate of County's reasonable audit costs incurred as a result of its audit of Contractor. County may recover the Overcharged Amount and the Audit Amount, as applicable, from any amount due or owing to Contractor whether under this

Agreement and any other agreement between Contractor and County. If such amounts owed to Contractor are insufficient to cover the Overcharged Amount and Audit Amount, as applicable, then Contractor hereby shall pay such remaining amounts to County. Payment is due within a reasonable amount of time, but in no event may the time exceed sixty (60) calendar days, from presentation of the County's audit findings to Contractor. In no event shall the Overcharged Amount or the Audit Amount be deemed a reimbursable cost of the work or Services. This provision is hereby considered to be included within, and applicable to, any subcontractor agreement entered into by the Contractor in performance of the Services under this Agreement. The access, inspection, copying and auditing rights shall survive the termination of this Agreement.

D. Laws & Regulations. Contractor will comply with all federal, state, and local laws, ordinances, regulations, rules and code requirements applicable to the work required by this Agreement. Contractor is presumed to be familiar with all laws, ordinances, regulations, and rules that may in any way affect the work outlined in this Agreement. If Contractor is not familiar with laws, ordinances, rules and regulations, Contractor remains liable for any violation and all subsequent damages, penalties, or fines.

The Contractor must agree to abide by and conduct its programs and provide its services in compliance with the provisions of the Civil Rights Act of 1866, Civil Rights Act of 1871, Equal Pay Act of 1963, Civil Rights Act of 1964, Age Discrimination and Employment Acts of 1967, Rehabilitation Act of 1973, 1990 Americans with Disabilities Act, 1991 Federal Civil Rights Act, 1992 Florida Civil Rights Act, and all other applicable ordinances, statutes, laws and amendments thereto.

E. Governing Law and Venue. The laws of the State of Florida shall govern this Agreement and the duties and obligations stated within this Agreement. Sole and exclusive venue for all actions arising under this Agreement shall be in a court of competent jurisdiction in and for Alachua County, Florida.

F. Amendment and Assignment. The Parties may only modify or amend this Agreement by a mutual written agreement of the Parties. Neither Party will assign or transfer any interest in this Agreement without prior written consent of the other Party, which will not be unreasonably withheld. Any assignment or transfer by the selected Consultant of its interests in the resulting Agreement without the written consent of the County shall be void. The County and Contractor each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement.

G. Additional Services. Additional services not specifically identified in this Agreement may be added to the Agreement upon execution of a written amendment by the Parties.

H. Third Party Beneficiaries. This Agreement does not create any relationship with, or any rights in favor of, any third party.

I. Workplace Violence. Employees of the Contractor are prohibited from committing any act of workplace violence. Violation may be grounds for termination. Workplace violence means the commission of any of the following acts by a Contractor's employee:

Battery: intentional offensive touching or application of force or violence to another.

Stalking: willfully, maliciously and repeatedly following or harassing another person.

J. Independent Contractor. In the performance of this Agreement, Contractor is acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the County. Contractor is solely responsible for the means, method, technique,

sequence, and procedure utilized by Contractor in the full performance of the Services referenced in this Agreement.

K. E-Verify. Pursuant to F.S. sec. 448.095, Contractor shall register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the Contractor during the term of the Agreement. Contractor shall require any subcontractors performing work or providing Services under this Agreement to register and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the subcontractor during the term of this Agreement, and otherwise comply with Florida law. The E-Verify system is located at <https://www.uscis.gov/E-Verify>. Failure to comply with this section is grounds for termination and the contractor (a) may not be awarded a contract with the County for at least 1 year after the date on which the contract was terminated and (b) is liable for any additional costs incurred by the County as a result of termination of this Agreement.

L. Conflict of Interest. Contractor warrants that neither Contractor nor any of Contractor's employees have any financial or personal interest that conflicts with the execution of this Agreement. The Contractor shall notify County of any conflict of interest due to any other clients, contracts, or property interests.

M. Prohibition Against Contingent Fees. As required by §287.055(6), Florida Statutes, the Contractor warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. If Contractor breaches this provision, the County has the right to termination this Agreement without liability, and at the County's discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

N. Force Majeure. The Parties will exercise every reasonable effort to meet their respective duties under this Agreement but will not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any government laws or regulation, acts of nature, fires, strikes, national disasters, wars, riots, transportation problems and any other cause whatsoever beyond the reasonable control of the Parties. Any such cause will reasonably extend the performance of the delayed duty to the extent of the delay so incurred and so agreed by the Parties.

O. Public Entity Crimes. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Florida Statutes, Section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

P. Collusion. By signing this Agreement, Contractor declares that this Agreement is made without any previous understanding, agreement, or connections with any persons, contractors or corporations and that this Agreement is fair, and made in good faith without any outside control, collusion, or fraud.

Q. Counterparts. This Agreement may be executed in any number of and by the different Parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument. Receipt via email with pdf attachment by a party or its designated legal counsel of an executed

counterpart of this Amendment shall constitute valid and sufficient delivery in order to complete execution and delivery of this Amendment and bind the Parties to the terms hereof.

R. Severability and Ambiguity. It is understood and agreed by the Parties that if any of the provisions of the Agreement shall contravene or be invalid under the laws of the State of Florida, such contravention or invalidity shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provision(s) held to be invalid, and the rights and obligations of the Parties shall be construed and enforced accordingly. This Agreement shall not be construed more strictly against one Party than against the other Party, merely due to fact that it may have been prepared by one of the Parties. Each Party represents and agrees that it has had the opportunity to seek the advice of appropriate professionals, including legal counsel, in the review and execution of this Agreement.

S. Electronic Signatures. The Parties agree that an electronic version of this Agreement shall have the same legal effect and enforceability as a paper version. The Parties further agree that this Agreement, regardless of whether in electronic or paper form, may be executed by use of electronic signatures. Electronic signatures shall have the same legal effect and enforceability as manually written signatures. Delivery of this Agreement or any other document contemplated hereby bearing an manually written or electronic signature, by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

T. Entire Agreement. This Agreement constitutes the entire Agreement and supersedes all prior written or oral agreements, understandings, or representations of the Parties.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed on the respective dates under each signature: the County, through the Chair of the Board of County Commissioners, who is authorized to sign and by Contractor, through its duly authorized representative.

**ALACHUA COUNTY, FLORIDA**

By: \_\_\_\_\_

Mary C. Alford, Chair  
Board of County Commissioners

Date: \_\_\_\_\_

ATTEST

Approved as to form:

\_\_\_\_\_  
J.K. "Jess" Irby, Esq., Clerk

\_\_\_\_\_  
Alachua County Attorney's Office

(SEAL)

**CONTRACTOR**

By: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**IF THE CONTRACTOR IS NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBENCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF YOUR ORGANIZATION. IF ARE A NATURAL PERSON, THEN YOUR SIGNATURE MUST BE NOTARIZED.**



## Exhibit 1: Scope of Services/Work

The Contractor shall provide a fully operational, local and long distance, secure and reliable statewide Inmate Phone Service (IPS). The Contractor-provided IPS system shall be inclusive of all equipment, installation, infrastructure and network, training, operation, and ongoing repairs and maintenance of the entire system and its components.

With this system the County will be charged monthly for inmate calls on a per minute basis.

General Requirements: The Contractor will provide the following services, including but not limit to:

1. The Contractor shall provide a fully operational, local and long distance, secure and reliable statewide Inmate Phone Service (IPS). The Contractor-provided IPS system shall be inclusive of all equipment, installation, infrastructure and network, training, operation, and ongoing repairs and maintenance of the entire system and its components.
2. The Contractor will provide to the Alachua County Sheriff's Office (ACSO) Visitation Phone Monitoring and Recording ("VPM") services. VPM employs digital sensor processor technology to allow voice recording and monitoring of the single-line telephones used in the visitation area. Contractor will provide the VPM services in accordance with the **specifications** stated in this contract.
3. The Contractor shall be responsible for making all IPS modifications necessary to allow inmates to place calls in compliance with any industry dialing requirement change(s) at no cost to the COUNTY and within a time frame agreed to by the COUNTY, to ensure proper use of the IPS by inmates and the ACSO personnel.
4. A technology system, which includes, but is not limited to, system infrastructure, network, database, servers, new call processors, digital and analog communications circuits, telecommunications capabilities, monitoring, and other required system functionality.
5. At a minimum, systems and equipment that support the ACSO's security needs, including terminals, and digital recording equipment as determined necessary.
6. Contractor personnel to include IPS System Administrator, Field Repair/Site Technicians and Service Representatives to perform oversight, operational assistance and maintenance and repair to the IPS system and equipment.
7. Ongoing maintenance, repair, and/or replacement and/or upgrades of all equipment and systems as determined necessary to ensure service delivery.
8. All required training and instructional materials required for use of the telephone services as applicable to inmates, families, and/or the ACSO staff.

9. All required materials, equipment, hardware, software and station cabling (where re-use is unavailable or new locations are required) for installation and maintenance of the IPS shall be provided by the Contractor. Wherever possible, the Contractor shall re-use existing station cabling installed for the telephone instruments. In cases where existing station cabling cannot be used, the Contractor shall install new station cabling (Category 5 minimum) at no cost to the COUNTY. Any new cabling shall include wall plate, cross connection, patch cords, etc. as required. The Contractor shall comply with all applicable electrical codes.
10. The Contractor shall warrant that all members of the Contractor's staff or subcontractors providing installation of the IPS have been fully trained and certified by the manufacturer as qualified to install the system, equipment and related services as required for service delivery.
11. The Contractor shall comply with the ACSO security requirements and security policies including background screenings. Violations of these rules could result in termination of the Contract.
12. The Contractor shall provide all coordination required with Local Exchange Carriers ("LEC") and other carriers during installation and for the duration of the Contract.
13. The Contractor shall provide and install required surge protection for the IPS and its components. The use of traditional "power strips" for surge protection is not acceptable.
14. The Contractor shall provide and install required lightning protection equipment on all network services supplied for the IPS. The Contractor shall provide all electrical and environmental requirements of the IPS.
15. The system shall be restricted to outgoing calls only. The system shall not process incoming calls at any time. The system shall allow for the ACSO to program times when the system will be operational, i.e., available or unavailable for inmate calls.
16. The system shall contain an automated announcement function capable of processing calls on a selective bi-lingual basis: English and Spanish. The inmate shall be able to select the preferred language using no more than a two-digit code.
17. The system shall have the capability to be deactivated (shut down), by the ACSO staff, quickly and selectively, at an individual facility, partial facility (single dorm) or on a global basis and to restrict all PIN access. The system shall be capable of de-activating the PIN feature by individual inmate telephone or groups of telephones at the ACSO's option. Regardless of this deactivation, the system shall restrict inmate calls to prepaid collect and normal collect calls. At no time shall the inmate telephones be unrestricted due to the deactivation of the PIN feature.

18. The system shall provide the capability to flag any individual telephone number in the inmate's "Approved Number List" as "Do Not Record". The default setting for each telephone number will be to record until flagged by the ACSO personnel to the contrary.
19. The system shall provide capability for assigning an inmate's phone access to an individual telephone or group of telephones so that the inmate's account may only place calls from those designated telephones. These telephones shall still be capable of being used by an inmate whose phone access is not specifically assigned to an individual phone.
20. The Contractor shall provide a complete and comprehensive acceptance plan for the system. System acceptance shall be determined by a consecutive thirty (30) day period during which the system must function "error free" after installation.
21. At the completion of the implementation/installation, the Contractor shall provide to the ACSO, a complete set of service reference manuals that shall include information specific to the installation at the respective facility. In addition, after installation, the Contractor shall supply documentation containing service request contact numbers, instructions on reporting and escalation procedures to the ACSO.
22. The Contractor shall have a written Disaster Recovery Plan and Continuity of Operations Plan and associated internal system equipment that shall be capable of providing for support in case of failures in power, telephone system, data networking, and Contractor's equipment at its host site through the user-level equipment provided by the Contractor, and for all natural or man-made disasters including flood or fire at the host facility. The system shall be capable of recovering from a power outage automatically or remotely once commercial power is restored.
23. The Contractor shall provide remote diagnostic support and trouble-shooting technical assistance for system and equipment twenty-four (24) hours a day, seven (7) days a week, including holidays. The Contractor shall provide the authorized users a toll free contact number, answered, twenty-four (24) hours a day, seven (7) days a week for the purpose of reporting problems that might be experienced. In addition, the Contractor shall provide a centralized Customer Service Center located in the Continental United States (preferably within the State of Florida) which is operational twenty-four (24) hours a day, seven (7) days a week, including holidays for the purposes of handling customer complaints regarding the inmate telephone system and billing processes.
24. Throughout the term of the Contract, the Contractor shall own all systems and equipment (Monitoring/Recording Terminals, Inmate Telephone Stations, TDD/TTY devices, Coin-Operated Telephone Stations, etc.) and shall conduct all maintenance, repairs, upgrades and replacement to systems and equipment at no cost to the County.
25. The number of required inmate telephone stations, coin operated telephones TDD/TTY devices and monitoring/recording stations may be increased or decreased during the term of the Contract upon the request of the ACSO, at no additional cost to the County.

26. The IPS shall allow the ACSO to generate the following "canned" reports directly through an interface accessible through a secure internet site or via dedicated monitoring terminals. The Contractor shall provide reporting capability on all information contained in the inmate telephone system database, including recording of telephone calls. To ensure that reports are accurate and timely, the database shall be updated in real time so that all report data is current when viewed and/or downloaded by authorized the ACSO personnel. The database shall be capable of maintaining a record of all reports that are downloaded, with the date and time of the download, and the name of the person who performed the download. All reports shall have the capability of being queried, sorted or filtered by any field contained in the report or by data parameters, as applicable, and reports shall be readable on screen, printable and shall be downloadable.
27. Contractor will provide to the ACSO the option of deploying free basic community tablets to Facility. In addition to the free basic community tablets, Contractor will offer personal rental tablets with premium content. The Parties agree that the amount to be paid to Contractor by the County for Tablet Services shall be \$.029 per minute.
28. The Contractor shall ensure that the ITS provides telephone reception quality meeting all industry standards for service quality as defined by the Florida Public Service Commission ("FPSC") and by the Federal Communications Commission ("FCC")- The Contractor shall accept the COUNTY'S decision regarding determination of quality.

## **Exhibit 2: Insurance Requirements**

### **TYPE “B” INSURANCE REQUIREMENTS “Professional or Consulting Services”**

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees or subcontractors.

#### **I. COMMERCIAL GENERAL LIABILITY.**

Coverage must be afforded under a per occurrence form policy for limits not less than \$1,000,000 General Aggregate, \$1,000,000 Products / Completed Operations Aggregate,

\$1,000,000 Personal and Advertising Injury Liability, \$1,000,000 each Occurrence, \$50,000 Fire Damage Liability and \$5,000 Medical Expense.

#### **II. AUTOMOBILE LIABILITY.**

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident.

#### **III. WORKERS COMPENSATION AND EMPLOYER’S LIABILITY.**

- A. Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.
- B. Employer’s Liability limits for not less than \$100,000 each accident; \$500,000 disease policy limit and \$100,000 disease each employee must be included.

#### **IV. PROFESSIONAL LIABILITY or ERRORS AND OMISSIONS LIABILITY (E&O).**

Professional (E&O) Liability must be afforded for not less than \$1,000,000 each claim, \$1,000,000 policy aggregate

#### **V. CYBER LIABILITY COVERAGE (when applicable)**

Vendor shall procure and maintain for the life of the contract in an amount not less than \$1,000,000 per loss for negligent retention of data as well as notification and related costs for actual or alleged breaches of data.

Technology/Professional Liability: with limits of \$1 million. Coverage is for the life of the contract and must continue for five (5) years after contract expiration. This coverage must include Cyber Liability coverage for negligent retention of data as well as notification and related costs for actual or alleged breaches of data.

#### **VI. OTHER INSURANCE PROVISIONS.**

- A. The policies are to contain, or be endorsed to contain, the following provisions:
- B. Commercial General Liability and Automobile Liability Coverages
  - 1. The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor.
  - 2. The Contractor's insurance coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Contractor's insurance and shall be non-contributory.
- C. All Coverages

The Contractor shall provide a Certificate of Insurance to the County with a notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under claims made from the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

#### **VII. SUBCONTRACTORS**

Contractors shall include all subcontractors as insured under its policies. All subcontractors shall be subject to the requirements stated herein.

**CERTIFICATE HOLDER: Alachua County Board of County Commissioners**

## **Exhibit 2-A: Certificate of Insurance**

**Exhibit 3: Certification of Meeting Alachua County Wage Ordinance**

***Contact Title: #14039 Agreement between Alachua County and Securus for Annual Alachua County Jail Inmate Phone System and Services***

***Contract No. 14039***

***RFP No. 24-38***

The undersigned, who is authorized on behalf of the Contractor, certifies that all employees, contracted and subcontracted, completing services as part of this Agreement are paid, and will continue to be paid, in accordance with the Alachua County Government Minimum Wage requirements (“Wage Ordinance”) contained in the Alachua County Code, as may be amended.

Securus Technologies, LLC  
4000 International Parkway  
Carrollton, TX 75007

**CONTRACTOR**

By: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_