

0150-12978-0000

TRANSMITTAL

TO The City Council	DATE 06/06/2025	COUNCIL FILE NO. --
FROM The Mayor	COUNCIL DISTRICT --	

**Proposed Professional Services Agreement
between the City of Los Angeles and Network Communications International Corporation, DBA
NCIC Inmate Communications
to provide the Inmate Telephone Services and Video Visitation System
for the Los Angeles Police Department**

Transmitted for further processing. See the
City Administrative Officer report attached.



MAYOR

MWS:MVC:04250123

(Carolyn Webb de Macías for)

Report From

OFFICE OF THE CITY ADMINISTRATIVE OFFICER

Analysis of Proposed Contract

(\$25,000 or Greater and Longer than Three Months)


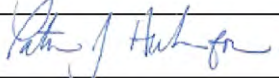
To: The Mayor	Date: 05-28-25	C.D. No. -	CAO File No.: 0150-12978-0000
Contracting Department/Bureau: Los Angeles Police Department (LAPD)		Contact: James Acheron, (213) 486-0378	
Reference: Transmittal from the Board of Police Commissioners dated April 18, 2025; report referred on April 21, 2025.			
Purpose of Contract: To provide inmate telephone services and a remote video visitation system for the LAPD			
Type of Contract: (X) New contract () Amendment, Contract No.		Contract Term Dates: Three years to commence on the date of contract execution with an option to extend the term for two additional one-year periods.	
Contract/Amendment Amount: This is a revenue generating contract for the City which will pay the Custody Services Division Inmate Welfare Fund a minimum compensation of \$27,000 per year in accordance with the rates and fees specified in the Fee Schedule under Attachment D of the Agreement.			
Source of funds: N/A			
Name of Contractor: Network Communications International Corporation, DBA NCIC Inmate Communications			
Address: 607 E. Whaley Street, Longview, Texas 75601			
	Yes	No	N/A
1. Council has approved the purpose	X		
2. Appropriated funds are available			X
3. Charter Section 1022 findings completed			X
4. Proposals have been requested	X		
5. Risk Management review completed	X		
6. Standard Provisions for City Contracts included	X		
7. Workforce that resides in the City: 0%			
8. Business Inclusion Program	X		
9. Equal Benefits & First Source Hiring Ordinances	X		
10. Contractor Responsibility Ordinance	X		
11. Disclosure Ordinances	X		
12. Bidder Certification CEC Form 50	X		
13. Prohibited Contributors (Bidders) CEC Form 55	X		
14. California Iran Contracting Act of 2010			X

RECOMMENDATION

That the Mayor, authorize the Chief of Police, or designee, to execute a Professional Services Agreement between the City of Los Angeles (City), acting by and through the Los Angeles Police Department (LAPD), and Network Communications International Corporation (NCIC) to provide inmate telephone services and a remote video visitation system as well as pay the Custody Services Division Inmate Welfare Fund a minimum compensation of \$27,000 per year, for a term of three years, commencing upon the contract execution date, with an option to extend the term for two additional one-year periods, subject to the review and approval of the City Attorney as to form.

SUMMARY

At its meeting of April 15, 2025, the Board of Police Commissioners approved a proposed Professional Services Agreement between the City of Los Angeles, acting by and through the LAPD, and NCIC to provide inmate telephone services and a remote video visitation system. This is a revenue generating contract for the City which will pay the Custody Services Division Inmate Welfare Fund a minimum compensation of \$27,000 per year. The LAPD requests to execute the proposed contract for a term of three years, commencing on the date of contract execution, with an option to extend the term for two additional one-year periods.

 MVC Analyst 04250123			 City Administrative Officer
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The LAPD requests a Professional Services Agreement with NCIC to replace its existing systems with a fully developed inmate telephone service and a video visitation system to facilitate an arrested person's right to make at least three completed telephone calls while in custody, in accordance with California Penal Code Section § 851.5.

Background

On October 25, 2022, the Board of Police Commissioners (Board) approved the release of a Request for Proposals (RFP), which sought a contractor to provide the LAPD with inmate telephone and remote video visitation services. On January 9, 2023, the City issued a Request for Proposals (RFP) seeking qualified firms to provide telecommunication services for arrested and incarcerated persons. The LAPD reviewed three qualified proposals and determined that one proposer, NCIC, had the experience and qualifications to provide the type and level of service required by the City. On November 21, 2023, the Board approved the selection of NCIC. The City Attorney has also approved the Agreement as to form.

California Penal Code § 851.5 requires that all arrested individuals be provided at least three local telephone calls at no expense. The ability to communicate also allows incarcerated people to maintain connections with family and legal counsel, which is important for their mental health, rehabilitation, and overall well-being. This Agreement between the City and NCIC will pay the Custody Services Division Inmate Welfare Fund, legally established under the provisions of California Penal Code § 4025, which receives its monies from commissions received on the collect calls made by inmates when they are housed in jails. The monies deposited in the Inmate Welfare Fund are expended by the Police Department primarily for the benefit, education, and welfare of the inmates confined within the Department's jail facilities. Based on the gross revenues specified in Attachment D - Fee Schedule, the NCIC will pay the City a minimum compensation of \$27,000 per year. Further profits for the Contractor are generated by providing inmate services beyond the three free local calls that are legally mandated.

On May 12, 2025, the Personnel Department confirmed that the Agreement is exempt from a Charter Section 1022 Determination review, since the contract is a no-cost agreement and that contracts and contract amendments with an incidental labor component cost of less than \$25,000 for the term of the contract do not require a Section 1022 Determination.

FISCAL IMPACT STATEMENT

Approval of the proposed Professional Services Agreement between the City of Los Angeles and Network Communications International Corporation (NCIC) will result in no additional impact to the General Fund. This is a revenue-generating contract for the City which will pay the Custody Services Division Inmate Welfare Fund a minimum compensation of \$27,000 per year.

FINANCIAL POLICIES STATEMENT

Execution of the proposed agreement complies with the City's Financial Policies in that it allows for services to be provided at no cost to the City, while generating annual revenue to the Inmate Welfare Fund for the duration of the agreement.

MWS:EFR:MVC:04250123

Attachment

LOS ANGELES POLICE COMMISSION

Attachment

**BOARD OF
POLICE COMMISSIONERS**

DR. ERROLL G. SOUTHERS
PRESIDENT

RASHA GERGES SHIELDS
VICE PRESIDENT

MARIA LOU CALANCHE
FABIAN GARCIA
TERESA SANCHEZ-GORDON

MARIA SILVA
COMMISSION EXECUTIVE ASSISTANT II



KAREN BASS
MAYOR

DJANGO SIBLEY
EXECUTIVE DIRECTOR

MATTHEW J. BARRAGAN
INSPECTOR GENERAL

EXECUTIVE OFFICE
POLICE ADMINISTRATION BUILDING
100 WEST FIRST STREET, SUITE 134
LOS ANGELES, CA 90012-4112

(213) 236-1400 PHONE
(213) 236-1410 FAX
(213) 236-1440 TDD

April 18, 2025

BPC #25-095

The Honorable Karen Bass
Mayor, City of Los Angeles
City Hall, Room 303
Los Angeles, CA 90012

Dear Honorable Mayor:

RE: PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF LOS ANGELES
AND NCIC FOR INMATE TELEPHONE AND REMOTE VIDEO VISITATION
SERVICES.

At the regular meeting of the Board of Police Commissioners held Tuesday, April 15, 2025, the Board APPROVED the Department's report relative to the above matter.

This matter is being forwarded to you for approval.

Respectfully,

BOARD OF POLICE COMMISSIONERS

A handwritten signature in black ink, appearing to read "Rebecca Munoz".

REBECCA MUNOZ
Commission Executive Assistant

Attachment

c: Chief of Police

INTRADEPARTMENTAL CORRESPONDENCE

Reviewed:

Executive Director

Date

March 25, 2025
1.1

TO: The Honorable Board of Police Commissioners

FROM: Chief of Police

SUBJECT: REQUEST FOR APPROVAL OF PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF LOS ANGELES AND NCIC FOR INMATE
TELEPHONE AND REMOTE VIDEO VISITATION SERVICES

RECOMMENDED ACTIONS

1. That the Board of Police Commissioners (BOPC) REVIEW and APPROVE the attached Professional Services Agreement between the City of Los Angeles (City) and Network Communications International Corporation (NCIC).
2. That the BOPC TRANSMIT the Agreement to the Mayor's Office for review and approval.
3. That the BOPC AUTHORIZE the Chief of Police to execute the Agreement upon Mayoral approval.

DISCUSSION

California Penal Code Section 851.5 provides an arrested person with the right to make at least three completed telephone calls while in custody. The ability to communicate also maintains connections with family and legal counsel, which is important for the mental health, rehabilitation, and overall well-being of the incarcerated.

On October 25, 2022, the BOPC approved the release of a Request for Proposals (RFP) to provide the Los Angeles Police Department (LAPD) with inmate telephone and remote video visitation services. On January 9, 2023, the RFP was released and posted on the Los Angeles Regional Alliance for Marketplace Procurement portal.

The LAPD reviewed three qualified proposals and determined that NCIC best demonstrated the experience and qualifications to provide these services to the City. On November 21, 2023, the BOPC approved the selection of NCIC. The term of the Agreement is for three years with an option to extend the term for two additional one-year periods. The Contractor will pay a minimum compensation amount of \$27,000.00 per year to the Custody Services Division Inmate Welfare Fund. Deputy City Attorney Samuel Petty has approved the Agreement as to form.

Should you have any questions concerning this request, please contact Captain Anthony Otero, Commanding Officer, Custody Services Division, at (213) 356-3450.

Respectfully,

A handwritten signature in black ink, appearing to read "Jim McDonnell".

JIM McDONNELL
Chief of Police

Attachment

**BOARD OF
POLICE COMMISSIONERS**
Approved *April 15, 2025*
Secretary *Rebecca Munoz*

PROFESSIONAL SERVICES AGREEMENT

**CONTRACTOR: NETWORK COMMUNICATIONS INTERNATIONAL
CORPORATION DBA NCIC INMATE COMMUNICATIONS**

**REGARDING: INMATE TELEPHONE SERVICE AND REMOTE VIDEO VISITATION
SYSTEM**

Agreement Number _____

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ATTACHMENTS

Attachment A – Standard Provisions for City Contracts (Rev. 1/25 [v.2])

Attachment B – Statement of Work

Attachment C – Inmate Telephone Service Level Agreements

Attachment D – Fee Schedule

**Attachment E – The Federal Bureau of Investigation Criminal Justice Information
Systems Security Addendum**

AGREEMENT NUMBER _____
BETWEEN THE CITY OF LOS ANGELES
AND
NETWORK COMMUNICATIONS INTERNATIONAL CORPORATION
DBA NCIC INMATE COMMUNICATIONS

THIS AGREEMENT is made and entered into by and between the City of Los Angeles, California, a municipal corporation (hereinafter referred to as the "City"), acting by and through the Los Angeles Police Department (hereinafter referred to as the "LAPD" or the "Department"), and Network Communications International Corporation DBA NCIC Inmate Communications, a Texas Corporation (hereinafter referred to as the "Contractor")(each a "Party" and collectively, the "Parties").

RECITALS

WHEREAS, the Inmate Welfare Fund Committee was established by the Los Angeles Police Department Manual to oversee and monitor the usage of the Inmate Welfare funds; and

WHEREAS, the Inmate Welfare Fund receives its monies from commissions received on the collect calls made by inmates when they are housed in jails; and

WHEREAS, the Inmate Telephones are installed by a telephone company for the use by inmates to converse with family and friends while detained in the Los Angeles Police Department Jail Facilities; and

WHEREAS, the LAPD has a desire to replace its existing systems with a fully developed state-of-the-art Inmate Telephone Services (ITS) and Video Visitation System (VVS); and

WHEREAS, the cost for the City to develop and provide Inmate Telephone Services and a Video Visitation System is not economical due to the time and labor involved in administering its own program; and

WHEREAS, Contractor submitted a proposal in response to the LAPD's January 9, 2023 Request for Proposals (RFP No. 22-734-005) for Inmate Telephone Services and Video Visitation System; and

WHEREAS, the City evaluated all of the responses submitted to said RFP and found that the Contractor's proposal was the most advantageous to the City; and

WHEREAS, the Board of Police Commissioners approved, on November 21, 2023, the recommendation by staff of the selection of Contractor; and

WHEREAS, the Contractor will provide and install, at no expense to the City, Inmate

Telephone Services and Video Visitation System to the LAPD jail facilities; and

WHEREAS, the Contractor will provide for all the maintenance and replacement of the equipment at no cost to the City; and

WHEREAS, the Contractor will generate revenues for the LAPD Custody Services Division's Inmate Welfare Fund by paying LAPD a percentage of its gross revenues from the Inmate Telephone Services and Video Visitation System; and

WHEREAS, the parties hereto wish to enter into an Agreement for Contractor to provide an Inmate Telephone Services and Video Visitation System that will replace its existing systems, pursuant to the deliverables as described herein for consideration and upon the terms and conditions as hereinafter provided; and

WHEREAS, pursuant to Charter Section 1022, City does not have staff or resources with sufficient time or the necessary expertise to undertake these specialized professional tasks in a timely manner, and it is therefore more feasible and in Department's best interest to secure these services by contract; and

WHEREAS, the services required by the LAPD are of a professional and expert and temporary nature; and

WHEREAS, the parties hereto wish to enter into an Agreement pursuant to which the Contractor will perform the work and furnish the deliverables as described herein for consideration and upon the terms and conditions as hereinafter provided.

NOW THEREFORE, in consideration of the above promises and of the terms, covenants and considerations set forth herein, the parties do agree as follows:

SECTION 1.0 PARTIES TO THE AGREEMENT AND REPRESENTATIVES

1.1 Parties to Agreement

The parties to this Agreement are:

- A. City – The City of Los Angeles, a municipal corporation, acting by and through the LAPD, having its principal office at 100 West First Street, Los Angeles, California, 90012.
- B. Contractor – Network Communications International Corp., DBA NCIC Inmate Communications, having its principal office at 607 E. Whaley Street, Longview, Texas, 75601.

1.2 Representatives of the Parties

A. The representatives of the parties who are authorized to administer this Agreement and to whom formal notices, demands and communications will be given are as follows:

- 1) The City's representative is, unless otherwise stated in the Agreement:

Chief of Police
Los Angeles Police Department
100 West First Street, Tenth Floor
Los Angeles, California 90012

With copies to:

Commanding Officer
Custody Services Division
Los Angeles Police Department
180 North Los Angeles Street
Los Angeles, California 90012

- 2) The Contractor's representative is, unless otherwise stated in the Agreement:

William L. Pope, President
Network Communications International Corp., DBA
NCIC Inmate Communications
607 E. Whaley Street, Longview, Texas 75601
Telephone: (903)757-4455

- B. Formal notices, demands and communications to be given hereunder by either party must be made in writing and may be affected by electronic mail (e-mail), personal delivery or by registered or certified mail, postage prepaid, return receipt requested and will be deemed communicated as of the date of mailing or email transmission.
- C. If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice will be given in accordance with this Section, within five (5) business days of said change.

SECTION 2.0 TERM OF THE AGREEMENT

- 2.1** The term of this Agreement shall commence upon execution by all parties to the Agreement and end three (3) years thereafter unless otherwise terminated pursuant to PSC-9 (Termination) of the Standard Provisions for City Contracts (Rev. 1/25 [v.2]), attached hereto as Attachment A.

At the discretion of the Department, the Chief of Police may extend the term of this Agreement for two (2) additional one-year periods, subject to the availability of funds, needs of the Department, and satisfactory performance by the Contractor, by providing written notice of its election to extend the term pursuant to Section 1.2 above.

SECTION 3.0 PERSONNEL

3.1 Project Manager

Contractor shall assign a project manager with full authority to administer the Agreement for Contractor and with relevant experience in implementing the Statement of Work to be performed.

SECTION 4.0 STATEMENT OF WORK

4.1 Statement of Work to be Performed

- A. During the term of this Agreement, Contractor shall provide the Services, implement the tasks, and provide the deliverables identified herein and in Attachment B, Statement of Work ("SOW"), and Attachment C, Inmate Telephone Service Level Agreement, which is attached hereto and incorporated herein by reference.
- B. All work, tasks, and deliverables are subject to City approval in accordance with the SOW.
- C. Notwithstanding any other provision of this Agreement, the Contractor shall perform such other work and deliver such other items within the scope of services as are necessary to ensure that the deliverables provided under this Agreement meet the requirements set forth in this Agreement and all Attachments.

- D. In the event that City requires Services in addition to those specified in this Agreement, Contractor agrees to provide such services in accordance with Section 11, Amendments, of this Agreement. Prior to performance of additional work, this Agreement will be amended to include the additional work and payment.
- E. Contractor's performance of the work under this Agreement must not interfere unnecessarily with the operation of LAPD or any other City Department. If City, as a result of its own operations, delays, disrupts, or otherwise interferes with and materially affects Contractor's performance hereunder, adjustments will be determined by mutual agreement of the parties and may be accomplished in accordance with Section 11, Amendments, of this Agreement. Contractor shall notify City immediately if delays, regardless of the cause, begin to put the schedule of services in jeopardy.

4.2 Time of Performance

- A. Normal Business Hours – The Contractor will be available to the LAPD, during normal business hours, upon receiving at least twenty-four (24) hours advance notice. Normal business hours will mean the hours between 8:00 a.m. and 5:00 p.m., Monday through Friday, Pacific Time, excluding City holidays.
- B. Outside Normal Business Hours—Upon receiving at least twenty-four (24) hours advance notice, the Contractor will be available to the LAPD as needed during weekends, City holidays, and after normal business hours.
- C. Emergencies – The Contractor will be available for emergency calls on an as-needed, twenty-four (24) hours a day, seven (7) days a week basis when requested to respond with less than twenty-four (24) hours' notice.

4.3 Final System Acceptance and Approval

- A. Upon completion of all tasks, services and deliverables set forth in this Agreement, including Attachment B, Statement of Work ("SOW"), revenue generated from the Inmate Telephone Services and Video Visitation System ("System") in accordance with Section 6 and Attachment D, Fee Schedule, shall be paid to the LAPD within thirty (30) calendar days after the City's written approval of Contractor's Notice of System Completion. The City's approval of the Notice of System Completion shall be issued by the City in accordance with this Section and after the Contractor has met the requirements for System completion established in this Section. City's review of the System's acceptability shall include, but is not limited to testing and accepting or rejecting the System, confirming that the System meets the requirements as specified in Attachment B of this Agreement.

- B. Upon completion of the System, Contractor must provide City with a System Acceptance Test Report and Notice of System Completion for the System, certifying that:
1. Contractor has completed all work as set forth in this Agreement, including all Attachments, related to the completed System, with the exception of System equipment warranty and System maintenance and support services required pursuant to this Agreement.
 2. Contractor has provided deliverables to City that meet the requirements set forth in this Agreement and Attachment B, Statement of Work ("SOW"), for the System which Contractor seeks Final System Acceptance; and
 3. Contractor has complied with all of the terms and conditions of this Agreement applicable to the completed System.
- C. City shall either approve/sign or reject Contractor's Notice of System Completion. If City approves Contractor's Notice of System Completion, it shall constitute formal acceptance of all of Contractor's tasks, services, and deliverables related to the completed System for which the Final System Acceptance was provided.

If City rejects Contractor's Notice of System Completion, the City shall issue within fifteen (15) days, a Notice of System Rejection specifying the reasons for such rejection. City and Contractor shall meet immediately, but in no event later than ten (10) business days after City issues the Notice of System Rejection, to discuss the reasons for rejecting the system. Contractor shall develop and have available at this meeting, a detailed plan identifying the specific actions to be taken by Contractor to address the issue(s) identified in the Notice of System Rejection.

If the City and the Contractor cannot agree on the resolution of issues necessary for City's approval of Contractor's Notice of System Completion, such differences shall be resolved in accordance with Section 7, Disputes, of this Agreement.

The City must approve Contractor's Notice of System Completion to begin the equipment warranty and system maintenance period as described in Attachment B, Statement of Work ("SOW").

- D. The Contractor shall have fulfilled its obligations under this Agreement, when the Contractor accomplishes all the tasks described in Attachment B, Statement of Work ("SOW"); completed all deliverables listed in Attachment C, Inmate Telephone Service Level Agreement; the City has

issued final acceptance and approval in writing; and Contractor has completed its ongoing maintenance of the system at no cost to the City.

4.4 City Use of Deliverables

If the City determines that a deliverable or any part thereof, requires correction prior to Final Acceptance, City has the absolute right to use the Deliverable until such time as Contractor can remedy the identified deficiency.

4.5 Survival of Provisions

The provisions of Section 4 shall survive termination of this Agreement.

SECTION 5.0 ACCESS TO CITY FACILITIES AND RESOURCES SUPPLIED BY CITY

The City will provide the Contractor access to City facilities and personnel as necessary to perform the services under this Agreement.

SECTION 6.0 FINANCIAL OBLIGATIONS

6.1 Contractor's Financial Obligation/Compensation to the City:

- A. Contractor shall perform the services described herein and shall provide and maintain the Inmate Telephone Services and Video Visitation System at no cost or charge to the City.
- B. As compensation for allowing Contractor to install its Inmate Telephone Services and Video Visitation System on the premises, Contractor will pay the Inmate Welfare Fund in accordance with the rates and fees specified in Attachment D, Fee Schedule. Compensation is payable to the LAPD, Custody Services Division, Inmate Welfare Fund, no later than the 10th of each month.
- C. Contractor agrees to provide Inmate Communication Services (the Inmate Telephone Services and Video Visitation System) at a performance level that meets or exceeds the specified performance objective(s) in accordance with the Service Level Agreements (SLAs) specified in Attachment C, Inmate Telephone Service Level Agreement. The SLAs lay out the metrics by which each service is measured, and the remedies or penalties, if the agreed-upon levels are not achieved by the Contractor. If the specified service levels are not met, then the contractor is required to

issue specified credits. The SLAs contain specific performance metrics, or Key Performance Indicators (KPIs) for services deemed sufficiently essential to the LAPD operations, and the Contractor must comply with those KPIs. For each KPI, the Contractor is required to meet the specified Acceptable Quality Levels (AQLs).

- D. Contractor will provide the LAPD a forty-five (45)-business day implementation schedule all of the Inmate Communication Services (the Inmate Telephone Services and Video Visitation System).
- E. If any payments are not received by the LAPD within the period specified in Attachment D, Fee Schedule, the LAPD is entitled to recover interest thereon. Said interest shall be at the rate of ten (10) percent per annum or any portion thereof (based upon a 365/66-day year) calculated from the date payment is due.
- F. The Contractor shall mail all payments to the Department at the following address:

Commanding Officer
Custody Services Division
Los Angeles Police Department
180 North Los Angeles Street
Los Angeles, CA 90012

- G. The Contractor will maintain financial and other records pertaining to the performance of the Agreement, in their original form, in accordance with requirements prescribed by the City during the term of the Agreement. These records must be retained for a period of no less than five (5) years following termination of this Agreement. The Contractor will provide any reports requested by the City regarding performance of the Agreement.
- H. The fees reflected in Attachment D, Fee Schedule, includes any applicable discounts.

SECTION 7.0 DISPUTES

Both parties shall undertake to reach an amicable settlement in cases of dispute. If an amicable settlement cannot be reached, or in the event of default that could result in termination of this Agreement, City and Contractor shall schedule a meeting of their representatives in a good faith attempt to resolve the issues in dispute. The meeting shall allow for a detailed presentation of each party's views on the issues and potential solutions to the dispute or default. If possible, the

meeting should result in an agreed upon course of action to resolve the dispute or default.

Contractor and City shall continue to perform any obligations under this Agreement during any dispute.

The provisions of Sections 5.169 and 5.170 (Div. 5, Ch. 10, Art. 1) of the Los Angeles Administrative Code and Section 350 of the City Charter shall govern the procedure and rights of the parties with regard to claims arising from this Agreement.

SECTION 8.0 REPRESENTATIONS AND WARRANTIES

8.1 General

The warranties in this section are nonexclusive and are cumulative of any other representations and warranties from Contractor in this Agreement or otherwise available to City under law.

8.2 Warranties of Function

- A. Contractor warrants that each item of Contractor system components/equipment, including hardware and specially-manufacturer system equipment, collectively "hardware," is free from defects in materials and workmanship and conforms to its specifications for a minimum of five (5) years from system acceptance and will provide the LAPD with all warranty documentation.
- B. Contractor represents and warrants that no deliverable, when installed, will impair or degrade the performance of any existing system, during the period from installation until Final System Acceptance.
- C. The warranty period for Contractor's hardware will commence upon City's written approval of Contractor's Notice of System Completion. During the warranty period, Contractor provides repair and exchange services for said hardware, without charge. If hardware does not function as warranted during the warranty period, Contractor will either 1) repair it or 2) replace it with one that is at least functionally equivalent, at no cost to the City.

8.3 Warranty of Originality

Contractor represents and warrants that any deliverable will be its own original work, without incorporation of software, text, images, or other assets created by

third parties, except to the extent that City consents to such incorporation in writing.

8.4 Warranty of Authority

Contractor represents and warrants that it has the full right and authority to enter into, execute, and perform its obligations under this Agreement and that no pending or threatened claim or litigation known to it would have a material adverse impact on its ability to perform as required by this Agreement.

8.5 Deliverables

Contractor represents and warrants that any and all deliverables shall at the time of delivery and acceptance conform to the applicable specifications; shall be free from any error, malfunction, or defect; shall be fit for the particular purpose for which the deliverable is developed and of which City advises Contractor; and if intended to serve as one or more components of an associated system, program, device, network or data, such deliverable shall comply with the warranties and other requirements of this Agreement when integrated or used with the System.

8.6 Pass through Warranties

Without limiting City's rights with respect to Contractor's warranties under this Agreement, if Contractor provides any deliverables covered by a third-party manufacturer's warranty or indemnity, or both, Contractor shall: (i) provide City with a copy of each such warranty or indemnity; and (ii) if such warranty or indemnity does not by its terms pass through to the end-user, then to the extent permitted, Contractor shall assign to City or otherwise cause the manufacturer to grant to City all warranties and indemnities provided by such manufacturer.

8.7 Compliance with Law

Contractor represents and warrants that the services provided under this Agreement will comply with all applicable laws, including without limitation federal, state, and local laws.

8.8 Software

Contractor represents and warrants that any software licensed or developed hereunder and any media used to distribute such software contain no viruses or other computer instructions or technological means intended to disrupt, damage, or interfere with the use of computers or related systems.

Contractor represents and warrants to City that all software developed or licensed hereunder does not contain any undisclosed disabling code (defined as computer code designed to interfere with the normal operation of the software or

City's hardware or software) or any program routine, device or other undisclosed feature, including but not limited to, a time bomb, virus, drop-dead device, malicious logic, worm, Trojan horse, or trap door which is designed to delete, disable, deactivate, interfere with or otherwise harm the software or City's hardware or software.

Contractor represents and warrants to City that: (a) Contractor has used its best efforts to scan for viruses within the any software developed or licensed hereunder, and (b) no malicious system, component of a system or work product will be supplied under this Agreement.

8.9 System Security

Contractor represents and warrants that it will employ industry standard or better protections to prevent unauthorized disclosure or exposure of sensitive or confidential information that City provides to any system developed or licensed hereunder or to any system for which a component or deliverable is developed or licensed hereunder.

8.10 Performance Standards

Contractor agrees to comply with the Performance Standards indicated in Service Level Agreements for Inmate Telephone Services, which is contained in Attachment C – Inmate Telephone Service Level Agreement.

SECTION 9.0 CONFIDENTIALITY, RESTRICTIONS ON DISCLOSURE, AND BACKGROUND CHECKS

9.1 Confidentiality and Restrictions on Disclosure

- A. All documents, records, and information provided by the City to the Contractor, or accessed or reviewed by the Contractor, during performance of this Agreement, including but not limited to Criminal Offender Records Information (CORI) will remain the property of the City. All documents, records and information provided by the City to the Contractor, or accessed or reviewed by the Contractor during the performance of this Agreement, are confidential (hereinafter collectively referred to as "Confidential Information"). The Contractor agrees not to provide Confidential Information, nor disclose their content or any information contained in them, either orally or in writing, to any other person or entity. The Contractor agrees that all Confidential Information used or reviewed in connection with the Contractor's work for the City will be used only for the purpose of carrying out City business and cannot be used for any other purpose. The Contractor will be responsible for

protecting the confidentiality and maintaining the security of City documents and records in its possession.

- B. The Contractor will make the Confidential Information provided by the City to the Contractor, or accessed or reviewed by the Contractor during performance of this Agreement, available to its employees, agents and subcontractors, only on a need to know basis. Further, the Contractor will provide written instructions to all of its employees, agents and subcontractors, with access to the Confidential Information about the penalties for its unauthorized use or disclosure.
- C. The Contractor will store and process Confidential Information in an electronic format in such a way that unauthorized persons cannot retrieve the information by computer, remote terminal or other means.
- D. The Contractor must not remove Confidential Information or any other documents or information used or reviewed in connection with the Contractor's work for the City from City facilities without prior approval from the City. The Contractor will not use, other than in direct performance of work required pursuant to the Agreement, or make notes of any home address or home telephone numbers contained in Confidential Information provided by the City that are reviewed during work on this Agreement. The Contractor will, at the conclusion of this Agreement, or at the request of the City, promptly return any and all Confidential Information and all other written materials, notes, documents, or other information obtained by the Contractor during the course of work under this Agreement to the City. The Contractor will not make or retain copies of any such information, materials, or documents.
- E. Any reports, findings, deliverables, analyses, studies, notes, information, or data generated as a result of this Agreement are to be considered confidential. The Contractor will not make such information available to any individual, agency, or organization except as provided for in this Agreement or as required by law.
- F. The Contractor and its employees, agents, and subcontractors may have access to confidential criminal record and Department of Motor Vehicle record information, whose access is controlled by statute. Misuse of such information may adversely affect the subject individual's civil rights and violates the law. The Contractor will implement reasonable and prudent measures to keep secure and private criminal history information accessed by its employees, agents, and subcontractors during the performance of this Agreement. The Contractor will advise its employees, agents, and subcontractors of the confidentiality requirements of Title 42, United States Code, Section 3789(g) [42 U.S.C. 3789(g)], California Penal

Code Sections 11075 through 11144, California Penal Code, Sections 13301 through 13305, and California Vehicle Code Section 1808.45.

- G. The Contractor will require that all its employees, agents, and subcontractors who will review, be provided, or have access to Confidential Information, during the performance of this Agreement, execute a confidentiality agreement that incorporates the provisions of this Section, prior to being able to access Confidential Information.

9.2 Document Control Procedure

The Contractor will develop and administer a mutually acceptable Document Control Procedure over documents flowing to and from the City, in such a manner as to ensure that the confidentiality requirements of this Section 9.0 are met. Each document will be controlled through the use of a Document Control Number.

9.3 Background Checks

To the extent permitted by applicable law, the City may conduct background checks at its expense on the Contractor, its employees, designated replacement employees, agents, and subcontractors who will have, or may have, access to City information and data during performance of this Agreement. The Contractor recognizes the highly sensitive nature of such information and data and agrees to cooperate with the City and provide, to the extent permitted by applicable law, whatever information, including verification of education and previous employment, the City requires in order to conduct background checks. The City may request changes to Contractor personnel in response to background check information, and the Contractor will accommodate such request for personnel changes. Both parties agree to keep the results of any background checks confidential in accordance with the provisions of Section 9.0, as permitted by applicable law.

9.4 Provisions Apply to Subcontracts

Any subcontract entered into pursuant to the terms of this Agreement will be subject to, and incorporate, the provisions of this Section 9.0.

9.5 Survival of Provisions

The provisions of this Section 9.0 will survive termination of this Agreement.

SECTION 10.0 DATA SECURITY

10.1 Data Ownership

As between the parties, City is the sole and exclusive owner of all data and information provided to Contractor by or on behalf of City pursuant to this Agreement and any and all updates or modifications thereto or derivatives thereof made by Contractor ("City Data"), and all intellectual property rights in the foregoing, whether or not provided to any other party under this Agreement. City Data is Confidential Information for the purposes of this Agreement.

Contractor shall not use City Data for any purpose other than that of rendering the services under this Agreement, nor sell, assign, lease, dispose of or otherwise exploit City Data. Contractor shall not possess or assert any lien or other right against, or to City Data. City may request an export of City Data stored within the systems or held by Contractor in any form or format at no charge to City.

Subject to the restrictions articulated elsewhere in this Agreement, City grants Contractor a non-transferable, non-exclusive, terminable at-will license, solely for the term of this Agreement, to use City Data solely for purposes of performing the services pursuant to this Agreement for City's benefit.

10.2 Data Protection

- A. Contractor shall use best efforts, but in no event less than information security industry standard protections, for the type of data at issue, to prevent unauthorized access to, or use, disclosure, or exposure of City Data. To this end, Contractor shall safeguard the confidentiality, integrity, and availability of City Data, including all information obtained by Contractor during the scope of conducting background investigations for City.
- B. Contractor shall implement and maintain appropriate administrative, technical, and organization security measures to safeguard against unauthorized access, disclosure, or theft of City Data or a candidate's personal information. Such security measures shall be in accordance with recognized industry best practices and the standard of care imposed by state and federal laws and regulations relating to the protection of such information. In the absence of any legally imposed or industry standard of care, Contractor shall safeguard City Data using measures no less stringent than the measures Contractor applies to Contractor's own personal data and non-public data of similar kind.
- C. Unless otherwise expressly agreed to by City in writing, Contractor shall encrypt all City Data at rest and in transit and limit access to only those

individuals whose access is essential for performance of the services contemplated by this Agreement.

- D. At no time may any content or City processes be copied, disclosed, or retained by Contractor or any party related to Contractor for subsequent use in any transaction that does not include City.
- E. At any time during the term of this Agreement, at City's written request, Contractor shall, and shall instruct all of its employees and subcontractors to, promptly return to City all copies, whether in written, electronic, or other form of media, of City Data in its possession, or securely dispose of all such copies, and certify in writing to City that such City Data has been returned to City or disposed of securely. Contractor shall comply with all reasonable directions provided by City with respect to the return or disposal of City Data. Except as set forth in this provision, Contractor's obligations to retain City Data are governed by Attachment A, Standard Provisions for City Contracts (Rev. 1/25 [v.2]). After Contractor has retained City Data for the period(s) specified by Attachment A, Standard Provisions for City Contracts (Rev. 1/25 [v.2]) ("Retention Period"), Contractor shall securely dispose of all City Data, and certify in writing to City, within 30 days of the expiration of Retention Period, that City Data has been securely disposed of.

10.3 Compliance with Privacy Laws

Contractor shall ensure that Contractor's performance of Contractor's obligations under this Agreement complies with all applicable local, state, and federal privacy laws and regulations, including, but not limited to, laws relating to consent to make visual and audio recordings of individuals and consent to collect information from individuals. If this Agreement or any practices which could be, or are, employed in performance of this Agreement are inconsistent with or do not satisfy the requirements of any of these privacy laws and regulations, City and Contractor shall in good faith execute an amendment to this Agreement sufficient to comply with these laws and regulations and Contractor shall complete and deliver any documents necessary to compliance.

10.4 Provision of Data

Upon termination of this Agreement for any cause or reason (including City's breach), Contractor shall provide City with a copy of all City Data in Contractor's possession in a mutually agreeable machine-readable format.

10.5 Data, Development, and Access Point Location

Storage of City Data shall be located in the continental United States of America. Contractor shall not allow its personnel or contractors to store City Data on

portable devices, including personal computers, except for devices that are used and kept only at Contractor's continental United States of America headquarters or data centers. Contractor shall neither access, nor allow a third party to access systems housing City Data from any location outside of the continental United States of America. Contractor shall obtain the City's prior written approval for each of its employees, contractors, officers, partners, consultants, principals, agents, affiliates, or subsidiaries who are essential for the purpose of providing the services under this Agreement ("Authorized Persons"). When Contractor submits a request for City's prior written approval, it shall describe the proposed Authorized Person's role and the necessity for the proposed Authorized Person to access City Data. Contractor shall at all times cause such Authorized Persons to abide strictly by Contractor's obligations under this Agreement and the industry standards for information security. Contractor hereby agrees that only Authorized Persons who are bound in writing by confidentiality and other obligations sufficient to protect City Data in accordance with the terms and conditions of this Agreement will access City Data, and will do so only for the purpose of enabling Contractor to perform its obligations under this Agreement.

10.6 Data Breach

Contractor shall protect City Data using the most secure means and technology that is consistent with industry standards for the type of data at issue. Contractor shall notify City as soon as reasonably feasible, but in any event, within twenty-four (24) hours in writing and telephonically of Contractor's discovery or reasonable belief of any unauthorized access of City Data (a "Data Breach"), or of any incident affecting, or potentially affecting City Data related to cyber security (a "Security Incident"), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. Contractor shall begin remediation immediately. Contractor shall provide daily updates, or more frequently if required by City, regarding findings and actions performed by Contractor until the Data Breach or Security Incident has been effectively resolved to City's satisfaction. Contractor shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with City. If directed by City, Contractor shall retain an independent third party to conduct the investigation at Contractor's sole cost. At City's sole discretion, City and/or its authorized agents shall have the right to lead or participate in the investigation. Contractor shall cooperate fully with City, its agents and law enforcement. Contractor is responsible for all costs associated with a Data Breach or Security Incident, including, if directed by City, the provision of identity theft protection and/or credit monitoring services to individuals affected by the Security Incident. If required by law or directed by City, Contractor will be responsible for notifying individuals impacted by the Security Incident or Data Breach, with City having final approval of the content of the notification. In the event City incurs any costs related to the breach referenced above, City will seek reimbursement from Contractor or reduce Contractor's invoice for costs associated with breach of security.

- A. Data Breach Liability. If City is subject to any claims relating to any Data Breach or Security Incident, Contractor shall fully indemnify and hold harmless City and defend City against any such claims, including reimbursement of any costs incurred by City relating to those claims. This obligation is in addition to any of Contractor's other indemnification obligations in this Agreement.

10.7 Firewalls and Access Controls

- A. Access Precautions. Contractor shall use precautions, including, but not limited to, physical software and network security measures, employee screening, training and supervision, and appropriate agreements with employees to:
- 1) Prevent anyone other than City, Contractor, and authorized City or Contractor personnel from monitoring, using, gaining access to, or learning the import of City Data; and
 - 2) Protect appropriate copies of City Data from loss, corruption, or unauthorized alteration; and
 - 3) Prevent the disclosure of City and Contractor passwords and other access control information to anyone other than authorized City personnel.
- B. Security Best Practices. Contractor shall implement the following security best practices with respect to any service provided:
- 1) Least Privilege: Contractor shall authorize access only to the minimum amount of resources required for a function.
 - 2) Separation of Duties: Contractor shall divide functions among its staff members to reduce the risk of one person committing fraud undetected.
 - 3) Role-Based Security: Contractor shall restrict access to authorized users and base access control on the role a user plays in an organization.
- C. Access Restrictions. Contractor shall restrict the use of, and access to, administrative credentials for City accounts and Contractor's systems to only those of Contractor's employees and other agents whose access is essential for the purpose of providing the services of this Agreement. Contractor shall require these personnel to log on using an assigned user-name and password when administering City accounts or accessing City

Data. These controls must enable Contractor to promptly revoke or change access in response to terminations or changes in job functions, as applicable. Contractor shall encrypt all passwords, passphrases, and PINs, using solutions that are certified against U.S. Federal Information and Processing Standard 140-2, Level 2, or equivalent industry standard, and verify that the encryption keys and keying material are not stored with any associated data. Contractor will implement any City request to revoke or modify user access within twenty-four (24) hours or the next business day of receipt of City's request. Contractor will disable user accounts after at most ten (10) consecutive invalid authentication attempts.

10.8 Vulnerability Management and Patching

At least annually, Contractor shall perform at Contractor's expense vulnerability tests and risk assessments of all systems that contain City Data. For Contractor's internet perimeter network, and any of Contractor's applications that process City Data, such testing must also include (i) penetration tests, including by use of intercept proxies to identify security vulnerabilities that cannot be discovered using automated tools, and (ii) code review or other manual verification. All tests must be performed by Contractor's compliance team using industry recommended network security tools to identify vulnerability information. Upon written request from City, Contractor shall provide to City a Vulnerability Testing & Risk Assessment Report at the organization level including an executive summary of the results.

10.9 Right of Audit by City

Without limiting any other audit rights of City, upon reasonable advance notice of at least thirty (30) days, and no more than once per calendar year, City may review Contractor's data privacy and data security program prior to the commencement of this Agreement and from time to time during the term of this Agreement. During the performance of this Agreement, upon reasonable advance notice of at least thirty (30) days, and no more than once per calendar year, City, may, by itself or by retaining a certified public accounting firm or information security professional, perform, or have performed, an on-site audit of Contractor's data privacy and information security program. In lieu of an on-site audit, at City's discretion and upon request by City, Contractor agrees to complete, within fourteen (14) days of receipt, an audit questionnaire provided by City regarding Contractor's data privacy and information security program. These audit rights are in addition to any other audit rights set forth Attachment A, Standard Provisions for City Contracts (Rev. 1/25 [v.2]).

10.10 Written Information Security Policy

Contractor shall establish and maintain a formal, documented, mandated, company-wide information security program, including security policies,

standards, and procedures (collectively "Information Security Policy"), and communicate the Information Security Policy to all of its respective employees and contractors in a relevant, accessible, and understandable form. Contractor shall regularly review and evaluate the Information Security Policy to ensure its operational effectiveness, compliance with all applicable laws and regulations, and to address new threats and risks. Upon execution of this Agreement and thereafter within three (3) business days of City's request, Contractor shall make available for City's review Contractor's Information Security Policy and any related SOC audits, information security certifications, or other evidence that Contractor has in place appropriate policies and procedures regarding information protection and security.

10.11 Change in Service

Contractor shall notify City of any changes, enhancement, and upgrades to Contractor's systems, or changes in other related software services, as applicable, which could impact the security of the services.

10.12 Third Party Software

In the event Contractor provides any third-party software (the "Third-Party Software"), including Open Source Software, to City in connection with this Agreement for which City would be obligated to accept and be bound by any third-party terms and conditions, the following shall apply: (1) Contractor shall specifically identify in writing all Third-Party Software in the relevant Task Order; (2) Contractor shall attach to the relevant Task Order written copies of all third-party license agreements applicable to City; and (3) Contractor warrants that (i) it has the right to license any Third-Party Software licensed to City under this Agreement; (ii) to the best of Contractor's knowledge, the Third-Party Software does not, and the use of the Third-Party Software by City as contemplated by this Agreement will not, infringe any intellectual property rights of any third party; and (iii) unless specifically provided otherwise herein, City shall have no obligation to pay any third party any fees, royalties, or other payments for City's use of any Third-Party Software in accordance with the terms of this Agreement. With regard to (i) Open Source Software, (ii) any Third-Party Software that Contractor fails to identify in the relevant Task Order, and (iii) any third-party software embedded in the Licensed Software for which City is not required to accept any third-party terms and conditions, all such software shall be considered, as appropriate, part of and included in the definition of "Licensed Software" and subject to all warranties, indemnities, and other requirements of this Agreement, including scope of license and maintenance and support, relating to the Licensed Software. To the extent permitted by law or contract, Contractor shall pass through to City the warranties for the Third-Party Software. For purposes of this provision, "Open Source Software" means any software, programming, or other intellectual property that is subject to (i) the GNU General Public License, GNU Library General Public License, Artistic License, BSD license, Mozilla Public

License, or any similar license, including, but not limited to, those licenses listed at www.opensource.org/licenses or (ii) any agreement with terms requiring any intellectual property owned or licensed by City to be (a) disclosed or distributed in source code or object code form; (b) licensed for the purpose of making derivative works; or (c) redistributable.

10.13 Criminal Justice Information Systems

Contractor agrees to and shall comply with the Federal Bureau of Investigation Criminal Justice Information Systems Security Policy (the "Security Policy"), as amended from time to time, which document is incorporated into and made a part of this Agreement by reference. Contractor shall ensure that Contractor's security, technical, personnel, and administrative practices, meet no less than those standards articulated in the Security Policy.

10.14 Security Addendum

Contractor agrees to and shall comply with Attachment E, The Federal Bureau of Investigation Criminal Justice Information Systems Security Addendum, which document is incorporated into and made a part of this Agreement by reference.

10.15 Provisions Apply to Subcontracts

Any subcontract entered into pursuant to the terms of this Agreement will be subject to, and incorporate, the provisions of this Section 10.0.

10.16 Survival of Provisions

The provisions of this Section 10.0 will survive termination of this Agreement.

SECTION 11.0 AMENDMENTS

Any change in the terms of this Agreement must be incorporated into this Agreement by a written amendment properly executed and signed by the person(s) authorized to bind the parties thereto.

SECTION 12.0 MISCELLANEOUS

12.1 Standard Provisions for City Contracts

The Contractor shall comply with the applicable requirements of the Standard Provisions for City Contracts (Rev. 1/25 [v.2]), attached hereto as Attachment A and incorporated herein by reference.

12.2 Border Wall Disclosure

Contractor shall comply with Los Angeles Administrative Code ("LAAC") Section 10.50 et seq., "Disclosure of Border Wall Contracting." City may terminate this Contract at any time if City determines that Contractor failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and Border Wall Contracts, as defined in LAAC Section 10.50.1. The required affidavit must be submitted online at www.rampLA.org.

12.3 Severability/Ambiguity

In the event a court of competent jurisdiction holds any provision of this Agreement to be invalid, such holding shall have no effect on the remaining provisions of this Agreement, and they shall continue in full force and effect. No ambiguity in this Agreement may be interpreted against any one party by virtue of that party being drafter of the Agreement. The parties acknowledge that they have read and understood this Agreement and had the opportunity to consult with counsel of their choosing regarding this Agreement.

12.4 Use of Marks

Except as expressly provided in this Agreement, Contractor shall not use the City or LAPD's names, logos, seals, insignia or other words, names, symbols or devices that identify the City or LAPD, for any purpose except with the prior written consent of, and in accordance with restrictions required by the City.

12.5 Media, Publicity, and Case Studies

Contractor shall refer all inquiries from the news media to LAPD, shall immediately contact LAPD to inform City of the inquiry, and shall comply with the procedures of LAPD's Public Affairs staff regarding statements to the media relating to this Agreement or Contractor's services under this Agreement. Contractor shall not use City as a reference or case study absent receipt of City's prior written approval. Contractor shall further provide City with the opportunity to

review and approve any such reference or case study prior to publication, which approval City shall not unreasonably withhold.

12.6 No Third-Party Beneficiaries

Nothing herein is intended to create a third-party beneficiary in any subcontractor. City has no obligation to any subcontractor. No privity is created with any subcontractor by this Agreement. Even if Contractor uses subcontractors, Contractor remains responsible for complete and satisfactory performance of the terms of this Agreement.

12.7 Non-Exclusive Agreement

City and Contractor understand and agree that this is a non-exclusive Agreement to provide services to the City and the LAPD and that the City and the LAPD reserve the right to enter into one or more agreements with other contractors to provide similar services during the term of this Agreement.

12.8 Not a Waiver

Contractor acknowledges and agrees that nothing contained in this Agreement is, represents, or is intended to be construed as: a release, compromise, settlement, or waiver by City of any cause of action that City may have against Contractor. City reserves its rights in full, including, but not limited to, the right to bring any claim, cause of action, or request for reimbursement against Contractor in relation to this Agreement and other transactions between City and Contractor.

12.9 Audit Rights

In addition to those rights available to City elsewhere in this Agreement, including pursuant to PSC-16, Retention of Records, Audit and Reports, of Attachment A – Standard Provisions for City Contracts (Rev. 1/25 [v.2]). Contractor shall provide City, or City's duly authorized representatives, access for the purposes of audit and investigation, to any and all books, documents, papers, records, deliverables, and software documentation pertaining to any past, current, or future (i) transactions between City and Contractor, (ii) work requested to be performed of Contractor, or (iii) demands for payment by Contractor.

12.10 Payment Does Not Imply Acceptance of Work

The granting of any payment by City, or the receipt thereof by Contractor, in no way lessens the liability of Contractor to replace unsatisfactory work, equipment, or materials although the unsatisfactory character of this work, equipment or materials may not have been apparent or detected at the time the payment was made. Materials, equipment, components, or workmanship that do not conform to

the requirements of this Agreement may be rejected by City and upon rejection must be replaced by Contractor without delay.

12.11 Ratification

Due to the need for the Contractor's services to be provided expeditiously, Contractor may have provided services prior to the execution of this Agreement. To the extent that Contractor's services were performed in accordance with the terms and conditions of this Agreement, those services are hereby ratified.

SECTION 13.0 ENTIRE AGREEMENT

13.1 Complete Agreement

This Agreement contains the full and complete Agreement between the two parties. No verbal agreement or conversation with any officer or employee of either party will affect or modify any of the terms and conditions of this Agreement.

13.2 Counterparts/Electronic Signatures

This Agreement may be executed in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by City) and sent by e-mail shall be deemed original signatures.

13.3 Number of Originals and Attachments

This Agreement includes twenty four (25) pages and five (5) attachments. Attachments A-E listed below are incorporated herein by this reference:

- Attachment A – Standard Provisions for City Contracts (Rev. 1/25 [v.2])
- Attachment B – Statement of Work
- Attachment C – Inmate Telephone Service Level Agreements
- Attachment D – Fee Schedule
- Attachment E – The Federal Bureau of Investigation Criminal Justice Information Systems Security Addendum

13.4 Order of Precedence

In the event of any inconsistency between the terms, attachments, specifications or provisions which constitute this Agreement, the following order of precedence shall apply in the order listed herein:

- 1) This Agreement between the City of Los Angeles and Network Communications International Corp., DBA NCIC Inmate Communications
- 2) Attachment A – Standard Provisions for City Contracts (Rev. 1/25 [v.2])
- 3) Attachment B – Statement of Work
- 4) Attachment C – Inmate Telephone Service Level Agreements
- 5) Attachment D – Fee Schedule
- 6) Attachment E –The Federal Bureau of Investigation Criminal Justice Information Systems Security Addendum

Notwithstanding any other language in this Agreement, this Agreement shall be enforced and interpreted under the laws of the State of California.

[Signature Page Follows]

[Remainder of the Page Intentionally Left Blank]

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their respective representatives.

THE CITY OF LOS ANGELES

**NETWORK COMMUNICATIONS
INTERNATIONAL CORP. DBA
NCIC INMATE COMMUNICATION**

By signing below, the signatory attests that they have no personal, financial, beneficial, or familial interest in this contract.

By: _____
JIM McDONNELL
Chief of Police

By: William L. Pope
WILLIAM L. POPE
President

Date: _____

Date: 2/12/25

APPROVED AS TO FORM:

HYDEE FELDSTEIN SOTO, City Attorney

(2nd Corporate Officer)

By: _____
SAMUEL PETTY
Deputy City Attorney

By: Jay Walters
JAY WALTERS
Vice President

Date: _____

Date: 2/12/25

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By: _____
Deputy City Clerk

Date: _____

City Business License Number: _____
Internal Revenue Service Taxpayer Identification Number: 75-2667424
City Contract Number: C-

ATTACHMENT A

STANDARD PROVISIONS FOR CITY CONTRACTS (Rev. 1/25 [v.2])

STANDARD PROVISIONS FOR CITY CONTRACTS

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STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. Construction of Provisions and Titles Herein

All titles, subtitles, or headings in this Contract have been inserted for convenience, and shall not be deemed to affect the meaning or construction of any of the terms or provisions of this Contract. The language of this Contract shall be construed according to its fair meaning and not strictly for or against **CITY** or **CONTRACTOR**. The word "**CONTRACTOR**" includes the party or parties identified in this Contract. The singular shall include the plural and if there is more than one **CONTRACTOR**, unless expressly stated otherwise, their obligations and liabilities shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

PSC-2. Applicable Law, Interpretation and Enforcement

Each party's performance shall comply with all applicable laws of the United States of America, the State of California, and **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. **CONTRACTOR** shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this Contract with no additional compensation paid to **CONTRACTOR**.

In any action arising out of this Contract, **CONTRACTOR** consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

If any part, term or provision of this Contract is held void, illegal, unenforceable, or in conflict with any federal, state or local law or regulation, the validity of the remaining parts, terms or provisions of this Contract shall not be affected.

PSC-3. Time of Effectiveness

Unless otherwise provided, this Contract shall take effect when all of the following events have occurred:

- A. This Contract has been signed on behalf of **CONTRACTOR** by the person or persons authorized to bind **CONTRACTOR**;
- B. This Contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;
- C. The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and
- D. This Contract has been signed on behalf of **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

PSC-4. Integrated Contract

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter of this Contract, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in the provisions of PSC-5 hereof.

PSC-5. Amendment

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-3.

PSC-6. Excusable Delays

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this Contract, if the delay or failure arises out of fires, floods, earthquakes, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by the party or any of the party's Subcontractors), freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events").

Notwithstanding the foregoing, a delay or failure to perform by a Subcontractor of **CONTRACTOR** shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both **CONTRACTOR** and Subcontractor, and without any fault or negligence of either of them. In such case, **CONTRACTOR** shall not be liable for the delay or failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit **CONTRACTOR** to perform timely. As used in this Contract, the term "Subcontractor" means a subcontractor at any tier.

In the event **CONTRACTOR'S** delay or failure to perform arises out of a Force Majeure Event, **CONTRACTOR** agrees to use commercially reasonable best efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

PSC-7. Waiver

A waiver of a default of any part, term or provision of this Contract shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

PSC-8. Suspension

At **CITY'S** sole discretion, **CITY** may suspend any or all services provided under this Contract by providing **CONTRACTOR** with written notice of suspension. Upon receipt of the notice of suspension, **CONTRACTOR** shall immediately cease the services

suspended and shall not incur any additional obligations, costs or expenses to **CITY** until **CITY** gives written notice to recommence the services.

PSC-9. Termination

A. Termination for Convenience

CITY may terminate this Contract for **CITY'S** convenience at any time by providing **CONTRACTOR** thirty days written notice. Upon receipt of the notice of termination, **CONTRACTOR** shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. **CITY** shall pay **CONTRACTOR** its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by **CONTRACTOR** to effect the termination. Thereafter, **CONTRACTOR** shall have no further claims against **CITY** under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights **CITY** is entitled to, shall become **CITY** property upon the date of the termination. **CONTRACTOR** agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

B. Termination for Breach of Contract

1. Except as provided in PSC-6, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, **CITY** may give **CONTRACTOR** written notice of the default. **CITY'S** default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of **CITY**. Additionally, **CITY'S** default notice may offer **CONTRACTOR** an opportunity to provide **CITY** with a plan to cure the default, which shall be submitted to **CITY** within the time period allowed by **CITY**. At **CITY'S** sole discretion, **CITY** may accept or reject **CONTRACTOR'S** plan. If the default cannot be cured or if **CONTRACTOR** fails to cure within the period allowed by **CITY**, then **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.
2. If the default under this Contract is due to **CONTRACTOR'S** failure to maintain the insurance required under this Contract, **CONTRACTOR** shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and Contractor's obligation to suspend performance of services. **CONTRACTOR** shall not recommence performance until **CONTRACTOR** is fully insured and in compliance with **CITY'S** requirements.

3. If a federal or state proceeding for relief of debtors is undertaken by or against **CONTRACTOR**, or if **CONTRACTOR** makes an assignment for the benefit of creditors, then **CITY** may immediately terminate this Contract.
4. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates **CITY'S** laws, regulations or policies relating to lobbying, then **CITY** may immediately terminate this Contract.
5. Acts of Moral Turpitude
 - a. **CONTRACTOR** shall immediately notify **CITY** if **CONTRACTOR** or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").
 - b. If **CONTRACTOR** or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, **CITY** may immediately terminate this Contract.
 - c. If **CONTRACTOR** or a Key Person is charged with or indicted for an Act of Moral Turpitude, **CITY** may terminate this Contract after providing **CONTRACTOR** an opportunity to present evidence of **CONTRACTOR'S** ability to perform under the terms of this Contract.
 - d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.

- e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of **CONTRACTOR**.
- 6. In the event **CITY** terminates this Contract as provided in this section, **CITY** may procure, upon such terms and in the manner as **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to **CITY** for all of its costs and damages, including, but not limited to, any excess costs for such services.
- 7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-9(A) Termination for Convenience.
- 8. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- C. In the event that this Contract is terminated, **CONTRACTOR** shall immediately notify all employees and Subcontractors, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

PSC-10. Independent Contractor

CONTRACTOR is an independent contractor and not an agent or employee of **CITY**. **CONTRACTOR** shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of **CITY**.

PSC-11. Contractor's Personnel

Unless otherwise approved by **CITY**, **CONTRACTOR** shall use its own employees to perform the services described in this Contract. **CITY** has the right to review and approve any personnel who are assigned to work under this Contract. **CONTRACTOR** shall remove personnel from performing work under this Contract if requested to do so by **CITY**.

CONTRACTOR shall not use Subcontractors to assist in performance of this Contract without the prior written approval of **CITY**. If **CITY** permits the use of Subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of this Contract and paying all Subcontractors. **CITY** has the right to approve **CONTRACTOR'S** Subcontractors, and **CITY** reserves the right to request replacement of any

Subcontractor. **CITY** does not have any obligation to pay **CONTRACTOR'S** Subcontractors, and nothing herein creates any privity of contract between **CITY** and any Subcontractor.

PSC-12. Assignment and Delegation

CONTRACTOR may not, unless it has first obtained the written permission of **CITY**:

- A. Assign or otherwise alienate any of its rights under this Contract, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

PSC-13. Permits

CONTRACTOR and its directors, officers, partners, agents, employees, and Subcontractors, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR'S** performance of this Contract. **CONTRACTOR** shall immediately notify **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents that relate to **CONTRACTOR'S** performance of this Contract.

PSC-14. Claims for Labor and Materials

CONTRACTOR shall promptly pay when due all amounts owed for labor and materials furnished in the performance of this Contract so as to prevent any lien or other claim under any provision of law from arising against any **CITY** property (including reports, documents, and other tangible or intangible matter produced by **CONTRACTOR** hereunder), and shall pay all amounts due under the Unemployment Insurance Act or any other applicable law with respect to labor used to perform under this Contract.

PSC-15. Current Los Angeles City Business Tax Registration Certificate Required

For the duration of this Contract, **CONTRACTOR** shall maintain valid Business Tax Registration Certificate(s) as required by **CITY'S** Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code ("LAMC"), and shall not allow the Certificate to lapse or be revoked or suspended.

PSC-16. Retention of Records, Audit and Reports

CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form or as otherwise approved by **CITY**. These records shall be retained for a period of no less than three years from the later of the following: (1) final payment made by **CITY**, (2) the expiration of this Contract or (3) termination of this Contract. The records will be subject to examination and audit by authorized **CITY** personnel or **CITY'S** representatives at any time. **CONTRACTOR** shall provide any reports requested by **CITY** regarding

performance of this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

In lieu of retaining the records for the term as prescribed in this provision, **CONTRACTOR** may, upon **CITY'S** written approval, submit the required information to **CITY** in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract.

PSC-17. Bonds

All bonds required by **CITY** shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Los Angeles Administrative Code ("LAAC") Sections 11.47 *et seq.*, as amended from time to time.

PSC-18. Indemnification

Except for the active negligence or willful misconduct of **CITY**, or any of its boards, officers, agents, employees, assigns and successors in interest, **CONTRACTOR** shall defend, indemnify and hold harmless **CITY** and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including **CONTRACTOR'S** employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by **CONTRACTOR**, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-19. Intellectual Property Indemnification

CONTRACTOR, at its own expense, shall defend, indemnify, and hold harmless the **CITY**, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity, and proprietary information: (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by **CONTRACTOR**, or its Subcontractors, in performing the work under this Contract; or (2) as a result of **CITY'S** actual or intended use of any Work Product (as defined in PSC-21) furnished by **CONTRACTOR**, or its Subcontractors, under this Contract. The rights and remedies of **CITY** provided in this section shall not be exclusive

and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-20. Intellectual Property Warranty

CONTRACTOR represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information.

PSC-21. Ownership and License

Unless otherwise provided for herein, all finished and unfinished works, tangible or not, created under this Contract including, without limitation, documents, materials, data, reports, manuals, specifications, artwork, drawings, sketches, blueprints, studies, memoranda, computation sheets, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas, matters and combinations thereof, and all forms of intellectual property originated and prepared by **CONTRACTOR** or its Subcontractors under this Contract (each a "Work Product"; collectively "Work Products") shall be and remain the exclusive property of **CITY** for its use in any manner **CITY** deems appropriate. **CONTRACTOR** hereby assigns to **CITY** all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared under this Contract. **CONTRACTOR** further agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

CONTRACTOR agrees that a monetary remedy for breach of this Contract may be inadequate, impracticable, or difficult to prove and that a breach may cause **CITY** irreparable harm. **CITY** may therefore enforce this requirement by seeking injunctive relief and specific performance, without any necessity of showing actual damage or irreparable harm. Seeking injunctive relief or specific performance does not preclude **CITY** from seeking or obtaining any other relief to which **CITY** may be entitled.

For all Work Products delivered to **CITY** that are not originated or prepared by **CONTRACTOR** or its Subcontractors under this Contract, **CONTRACTOR** shall secure a grant, at no cost to **CITY**, for a non-exclusive perpetual license to use such Work Products for any **CITY** purposes.

CONTRACTOR shall not provide or disclose any Work Product to any third party without prior written consent of **CITY**.

Any subcontract entered into by **CONTRACTOR** relating to this Contract shall include this provision to contractually bind its Subcontractors performing work under this Contract such that **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein.

PSC-22. Data Protection

- A. **CONTRACTOR** shall protect, using the most secure means and technology that is commercially available, **CITY**-provided data or consumer-provided data acquired in the course and scope of this Contract, including but not limited to customer lists and customer credit card or consumer data, (collectively, the "City Data"). **CONTRACTOR** shall notify **CITY** in writing as soon as reasonably feasible, and in any event within twenty-four hours, of **CONTRACTOR'S** discovery or reasonable belief of any unauthorized access of City Data (a "Data Breach"), or of any incident affecting, or potentially affecting City Data related to cyber security (a "Security Incident"), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. **CONTRACTOR** shall begin remediation immediately. **CONTRACTOR** shall provide daily updates, or more frequently if required by **CITY**, regarding findings and actions performed by **CONTRACTOR** until the Data Breach or Security Incident has been effectively resolved to **CITY'S** satisfaction. **CONTRACTOR** shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with **CITY**. At **CITY'S** sole discretion, **CITY** and its authorized agents shall have the right to lead or participate in the investigation. **CONTRACTOR** shall cooperate fully with **CITY**, its agents and law enforcement.
- B. If **CITY** is subject to liability for any Data Breach or Security Incident, then **CONTRACTOR** shall fully indemnify and hold harmless **CITY** and defend against any resulting actions.

PSC-23. Insurance

During the term of this Contract and without limiting **CONTRACTOR'S** obligation to indemnify, hold harmless and defend **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits not less than the required amounts and types as determined by the Office of the City Administrative Officer of Los Angeles, Risk Management (template Form General 146 in Exhibit 1 hereto). The insurance must: (1) conform to **CITY'S** requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. **CONTRACTOR** shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.

PSC-24. Best Terms

Throughout the term of this Contract, **CONTRACTOR**, shall offer **CITY** the best terms, prices, and discounts that are offered to any of **CONTRACTOR'S** customers for similar goods and services provided under this Contract.

PSC-25. Warranty and Responsibility of Contractor

CONTRACTOR warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within **CONTRACTOR'S** profession, doing the same or similar work under the same or similar circumstances.

PSC-26. Mandatory Provisions Pertaining to Non-Discrimination in Employment

Unless otherwise exempt, this Contract is subject to the applicable non-discrimination, equal benefits, equal employment practices, and affirmative action program provisions in LAAC Section 10.8 et seq., as amended from time to time.

- A. **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and **CITY**. In performing this Contract, **CONTRACTOR** shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.
- B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference.
- C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Equal Employment Practices" provisions of this Contract.
- D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Affirmative Action Program" provisions of this Contract.

Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-27. Child Support Assignment Orders

CONTRACTOR shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, **CONTRACTOR** shall fully comply with all applicable State and Federal employment reporting requirements. Failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract. Failure of **CONTRACTOR** or principal owner to cure

the default within 90 days of the notice of default will subject this Contract to termination for breach. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-28. Living Wage Ordinance

CONTRACTOR shall comply with the Living Wage Ordinance, LAAC Section 10.37 *et seq.*, as amended from time to time. **CONTRACTOR** further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-29. Service Contractor Worker Retention Ordinance

CONTRACTOR shall comply with the Service Contractor Worker Retention Ordinance, LAAC Section 10.36 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-30. Access and Accommodations

CONTRACTOR represents and certifies that:

- A. **CONTRACTOR** shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 *et seq.*, the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 *et seq.*, the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;
- B. **CONTRACTOR** shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;
- C. **CONTRACTOR** shall provide reasonable accommodation upon request to ensure equal access to **CITY**-funded programs, services and activities;
- D. Construction will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and
- E. The buildings and facilities used to provide services under this Contract are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

CONTRACTOR understands that **CITY** is relying upon these certifications and representations as a condition to funding this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-31. Contractor Responsibility Ordinance

CONTRACTOR shall comply with the Contractor Responsibility Ordinance, LAAC Section 10.40 *et seq.*, as amended from time to time.

PSC-32. Business Inclusion Program

Unless otherwise exempted prior to bid submission, **CONTRACTOR** shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process, throughout the duration of this Contract. **CONTRACTOR** shall utilize the Regional Alliance Marketplace for Procurement ("RAMP") at <https://www.rampla.org/sl>, to perform and document outreach to Minority, Women, and Other Business Enterprises. **CONTRACTOR** shall perform subcontractor outreach activities through RAMP. **CONTRACTOR** shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of **CITY**.

PSC-33. Slavery Disclosure Ordinance

CONTRACTOR shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.41 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-34. First Source Hiring Ordinance

CONTRACTOR shall comply with the First Source Hiring Ordinance, LAAC Section 10.44 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-35. Local Business Preference Ordinance

CONTRACTOR shall comply with the Local Business Preference Ordinance, LAAC Section 10.47 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-36. Iran Contracting Act

In accordance with California Public Contract Code Sections 2200-2208, all contractors entering into, or renewing contracts with **CITY** for goods and services estimated at \$1,000,000 or more are required to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit."

PSC-37. Restrictions on Campaign Contributions and Fundraising in City Elections

Unless otherwise exempt, if this Contract is valued at \$100,000 or more and requires approval by an elected **CITY** office, **CONTRACTOR**, **CONTRACTOR'S** principals, and **CONTRACTOR'S** Subcontractors expected to receive at least \$100,000 for performance

under the Contract, and the principals of those Subcontractors (the "Restricted Persons") shall comply with Charter Section 470(c)(12) and LAMC Section 49.7.35. Failure to comply entitles **CITY** to terminate this Contract and to pursue all available legal remedies. Charter Section 470(c)(12) and LAMC Section 49.7.35 limit the ability of the Restricted Persons to make campaign contributions to and engage in fundraising for certain elected **CITY** officials or candidates for elected **CITY** office for twelve months after this Contract is signed. Additionally, a **CONTRACTOR** subject to Charter Section 470(c)(12) is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 55 and to amend the information in that form as specified by law. Any **CONTRACTOR** subject to Charter Section 470(c)(12) shall include the following notice in any contract with any Subcontractor expected to receive at least \$100,000 for performance under this Contract:

"Notice Regarding Restrictions on Campaign Contributions and Fundraising in City Elections

You are a subcontractor on City of Los Angeles Contract # _____. Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles ("**CITY**") officials and candidates for elected **CITY** office for twelve months after the **CITY** contract is signed. You are required to provide the names and contact information of your principals to the **CONTRACTOR** and to amend that information within ten business days if it changes during the twelve month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at ethics.lacity.org or by calling the Los Angeles City Ethics Commission at (213) 978-1960."

PSC-38. Contractors' Use of Criminal History for Consideration of Employment Applications

CONTRACTOR shall comply with the City Contractors' Use of Criminal History for Consideration of Employment Applications Ordinance, LAAC Section 10.48 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-39. Limitation of City's Obligation to Make Payment to Contractor

Notwithstanding any other provision of this Contract, including any exhibits or attachments incorporated therein, and in order for **CITY** to comply with its governing legal requirements, **CITY** shall have no obligation to make any payments to **CONTRACTOR** unless **CITY** shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this Contract. **CONTRACTOR** agrees that any services provided by **CONTRACTOR**, purchases made by **CONTRACTOR** or expenses incurred by **CONTRACTOR** in excess of the appropriation(s) shall be free and without charge to **CITY** and **CITY** shall have no obligation to pay for the services, purchases or expenses. **CONTRACTOR** shall have no obligation to provide any services,

provide any equipment or incur any expenses in excess of the appropriated amount(s) until **CITY** appropriates additional funds for this Contract.

PSC-40. Compliance with Identity Theft Laws and Payment Card Data Security Standards

CONTRACTOR shall comply with all identity theft laws including without limitation, laws related to: (1) payment devices; (2) credit and debit card fraud; and (3) the Fair and Accurate Credit Transactions Act ("FACTA"), including its requirement relating to the content of transaction receipts provided to Customers. **CONTRACTOR** also shall comply with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards ("PCI DSS"). During the performance of any service to install, program or update payment devices equipped to conduct credit or debit card transactions, including PCI DSS services, **CONTRACTOR** shall verify proper truncation of receipts in compliance with FACTA.

PSC-41. Compliance with California Public Resources Code Section 5164

California Public Resources Code Section 5164 prohibits a public agency from hiring a person for employment or as a volunteer to perform services at any park, playground, or community center used for recreational purposes in a position that has supervisory or disciplinary authority over any minor, if the person has been convicted of certain crimes as referenced in the Penal Code, and articulated in California Public Resources Code Section 5164(a)(2).

If applicable, **CONTRACTOR** shall comply with California Public Resources Code Section 5164, and shall additionally adhere to all rules and regulations that have been adopted or that may be adopted by **CITY**. **CONTRACTOR** is required to have all employees, volunteers and Subcontractors (including all employees and volunteers of any Subcontractor) of **CONTRACTOR** working on premises to pass a fingerprint and background check through the California Department of Justice at **CONTRACTOR'S** sole expense, indicating that such individuals have never been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2), if the individual will have supervisory or disciplinary authority over any minor.

PSC-42. Possessory Interests Tax

Rights granted to **CONTRACTOR** by **CITY** may create a possessory interest. **CONTRACTOR** agrees that any possessory interest created may be subject to California Revenue and Taxation Code Section 107.6 and a property tax may be levied on that possessory interest. If applicable, **CONTRACTOR** shall pay the property tax. **CONTRACTOR** acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

PSC-43. Confidentiality

All documents, information and materials provided to **CONTRACTOR** by **CITY** or All documents, information, City Data (as that term is defined in PSC-22), and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** pursuant to this Contract (collectively "Confidential Information") are confidential. **CONTRACTOR** shall not provide, and shall prohibit its employees and subcontractors from providing or disclosing, any Confidential Information or their contents or any information therein either orally or in writing, to any person or entity, except as authorized by **CITY** or as required by law. **CONTRACTOR** shall immediately notify **CITY** of any attempt by a third party to obtain access to any Confidential Information. This provision shall survive expiration or termination of this Contract.

PSC-44. Contractor Data Reporting

If Contractor is a for-profit, privately owned business, Contractor shall, within 30 days of the effective date of the Contract and on an annual basis thereafter (i.e., within 30 days of the annual anniversary of the effective date of the Contract), report the following information to City via the Regional Alliance Marketplace for Procurement ("RAMP") or via another method specified by City: Contractor's and any Subcontractor's annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner ("Contractor/Subcontractor Information"). Contractor shall further request, on an annual basis, that any Subcontractor input or update its business profile, including the Contractor/Subcontractor Information, on RAMP or via another method prescribed by City.

EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

CONTACT For additional information about compliance with City Insurance and Bond requirements, contact the Office of the City Administrative Officer, Risk Management at (213) 978-RISK (7475) or go online at www.lacity.org/cao/risk. The City approved Bond Assistance Program is available for those contractors who are unable to obtain the City-required performance bonds. A City approved insurance program may be available as a low cost alternative for contractors who are unable to obtain City-required insurance.

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

- 1. Additional Insured/Loss Payee.** The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.
- 2. Notice of Cancellation.** All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.
- 3. Primary Coverage.** CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.
- 4. Modification of Coverage.** The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.
- 5. Failure to Procure Insurance.** All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

CONTRACTOR'S failure to procure or maintain required insurance or a self-insurance program during the entire term of this Contract shall constitute a material breach of this Contract under which the CITY may immediately suspend or terminate this Contract or, at its discretion, procure or renew such insurance to protect the CITY'S interests and pay any and all premiums in connection therewith and recover all monies so paid from CONTRACTOR.

- 6. Workers' Compensation.** By signing this Contract, CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 *et seq.*, of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake

self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all time during the performance of the work pursuant to this Contract.

7. California Licensee. All insurance must be provided by an insurer admitted to do business in California or written through a California-licensed surplus lines broker or through an insurer otherwise acceptable to the CITY. Non-admitted coverage must contain a **Service of Suit** clause in which the underwriters agree to submit as necessary to the jurisdiction of a California court in the event of a coverage dispute. Service of process for this purpose must be allowed upon an agent in California designated by the insurer or upon the California Insurance Commissioner.

8. Aggregate Limits/Impairment. If any of the required insurance coverages contain annual aggregate limits, CONTRACTOR must give the CITY written notice of any pending claim or lawsuit which will materially diminish the aggregate within thirty (30) days of knowledge of same. You must take appropriate steps to restore the impaired aggregates or provide replacement insurance protection within thirty (30) days of knowledge of same. The CITY has the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect the CITY'S protection are allowed without the CITY'S prior written consent.

9. Commencement of Work. For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, PSC-3, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

Required Insurance and Minimum Limits

Name: Network Communications International Corporation dba NCIC Inmate CommunicationsDate: 08/16/2024Agreement/Reference: Inmate Telephone Service and Remote Video Visitation System

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

Limits

☒ **Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)**
WC StatutoryEL \$1,000,000☐ Waiver of Subrogation in favor of City☐ Longshore & Harbor Workers☐ Jones Act
☒ **General Liability** City of Los Angeles must be named as an additional insured party.
\$1,000,000☒ Products/Completed Operations☐ Sexual Misconduct☐ Fire Legal Liability☐
☐ **Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work)

☒ **Professional Liability** (Errors and Omissions)
\$1,000,000Discovery Period 12 Months After Completion of Work or Date of Termination
☐ **Property Insurance** (to cover replacement cost of building - as determined by insurance company)
☐ All Risk Coverage☐ Boiler and Machinery☐ Flood☐ Builder's Risk☐ Earthquake☐
☐ **Pollution Liability**
☐
☐ **Surety Bonds - Performance and Payment (Labor and Materials) Bonds**

100% of the contract price

☐ **Crime Insurance**
Other: Submitted to James Acheron @ LAPD, N5254@lapd.online, August 16, 2024

**Insurance certificates MUST be submitted on the City's KwikComply site: <https://kwikcomply.org/>

**For the Professional Liability Insurance, the stated requirement should be in the form of a Cyber Liability Policy

**No imposed automobile insurance-- contractor must comply with California automobile liability laws.

ATTACHMENT B

STATEMENT OF WORK

NCIC CORRECTIONAL SERVICES STATEMENT OF WORK

NCIC's Products & Services:

- 1.1 NCIC will install, at its sole cost and expense and based on the unique needs of each LAPD jail facility, telephones, tablets, telephone rolling carts, tablet charge carts, equipment, internet, wireless infrastructure, and software as required for the provisioning of the inmate telephone, tablet & communications service system. NCIC will also install, at its sole cost and expense, all industry standard upgrades and/or improvements, of telephones, tablets, equipment, and software on an as-needed basis. NCIC will be fully responsible for any damage to equipment and will provide all necessary labor, parts, materials, transportation, to maintain all telephones and remain in full compliance with the specifications of the equipment through the term of the contract, including any additional extensions/amendments. NCIC will provide, keep and maintain an adequate inventory of spare parts on hand. In the event parts and equipment are not available or on hand, NCIC will provide a statement to LAPD as required. Additionally, upon LAPD approval, NCIC will keep a limited supply of additional inventory in a designated area of the Facilities for any emergency replacement.
- 1.2 NCIC will provide a range of correctional communications, investigative technologies and educational / rehabilitative resources including, but not limited to correctional telephone service, video visitation, secure messaging, ticketing (grievances / medical requests / kites), mail scanning, digital document signing, privileged communications (for attorneys and other professional visitors) and the NCIC "Schoolhouse" Learning Management System.
- 1.3 NCIC will provide both initial and ongoing (refresher) system training to LAPD detention staff, investigators and other authorized users of the NCIC systems. NCIC will provide 24/7/365 support to LAPD facility personnel, friends and family members of incarcerated individuals at LAPD facilities, and incarcerated individuals through NCIC's "Dial 9" function on the correctional telephone system.

NCIC System Features and Services:

1. Call recordings shall be stored during the term of the Agreement (e.g. life of contract) and all extensions and shall be available to the LAPD by the current access for two (2) years from the expiration or termination of service, or from the date the System is upgraded or changed to another platform. Upon the termination of the contract the call recordings shall be transferred to a mutually agreed upon storage media.
2. In order for NCIC to provide inmate phone prepaid sales, NCIC must have a real-time prepaid sales integration, which requires (a) a real-time integration with the inmate accounting third-party vendor/commissary; and (b) the accounting third-party vendor processing real-time inmate prepaid sales. Alternatively, NCIC will offer prep-paid cards that can be sold by LAPD to incarcerated individuals at LAPD facilities.

3. NCIC will provide real-time financial reporting to authorized users at LAPD. Revenue-share payments will be made on or about the 25th day of the month following the applicable traffic month and will be accompanied by summary and detail reports outlining gross revenue generated by all installed services.
4. Free call configurations will be customizable, and can be based on intake/booking areas, individual telephones, specific destination phone numbers, specific incarcerated individual PIN, and can further be controlled by time-of-day allowances. Free call allowances and allowing speed dials are all based on the requirements / preferences of the LAPD. The system will also provide free calls to the California Relay Service (CRS) to assist hearing impaired incarcerated individuals.

NCIC Tablet Content Summary includes but is not limited to:

Free to inmate (No commission to Facility)	Cost to Inmate (Commissionable)
Ticketing System (grievances / requests)	Phone Calls
Digital Document Signing	Remote Video Visits
Commissary Ordering	Secure Messaging
Access to NCIC-provided law library	
Religious Resources	
E-Books	
Games	
On Site Video Visits	

NCIC Repair and Maintenance Procedures:

LAPD shall have the capability to report problems to their dedicated NCIC Account Executive or via the System using the Ticketing system or a tollfree number twenty-four (24) hours a day, seven (7) days a week, three-hundred sixty-five (365) days a year. NCIC will implement a regular Preventative Maintenance ("PM") visit (based on approval/schedule of each LAPD Facility) which is geared towards ensuring that all phones, tablets and related equipment are functional and operating at full capacity. Every individual telephone station will be checked during the scheduled PM visit. After each Facility visit, the NCIC service technician will submit (both to Facility staff and also to NCIC headquarters) a detailed Repair Log, showing all work completed, any pending work to be completed, etc.

PRIORITY CLASSIFICATIONS

The following classifications apply once a trouble report is issued and received by NCIC.

Priority One – Critical (Includes but not limited to):

- When 25% or more of any single housing unit's (Block / Module / Dorm / Pod)

inmate telephones are out of service

- Multiple housing units are not in operation
- Multiple inmate phones are not operational
- Intake phones are not operational
- 25% or more of calls placed in a 24-hour period experience poor voice quality (high levels of static, noise, voice distortion) caused by faulty hardware

- equipment, routers, bandwidth limitations, or software
- 25% or more of calls are dropped in a 24-hour period
- Entire system failure
- Any monitoring/taping function is not fully operational

Response time, technician on site, and completion of repairs and deficiency resolution to the LAPD's satisfaction will be made within 6 hours of initial notification by the LAPD's initial service request to NCIC.

Priority Two - Severe (Includes but not limited to):

- 10% to 24% of a single housing unit's (Block / Module / Dorm / Pod) telephones are out of service
- 10% to 24% of calls are dropped in a 24-hour period
- 10% to 24% or more of calls placed in a 24-hour period experience poor voice quality (high levels of static, noise, voice distortion) caused by faulty hardware equipment, routers, bandwidth limitations, or software
- More than ten (10) Inmates are not able to make telephone calls as a result of a single telephone is out of service
- One entire housing unit that is not in operation or one inmate phone not operational

Response time, completion of repairs, and deficiency resolution to the LAPD's satisfaction is made within 24 hours of initial notification of initial notification by the LAPD's initial service request to NCIC.

Priority Three - Minor (Includes but not limited to):

- One of multiple phones in a housing unit that is not in operation, and additional phones are in the area available for inmate use.
- Intermittent dropped calls or <10% of calls are dropped
- Intermittent poor voice quality on calls or <10% of calls experience poor voice quality

Response time, completion of repairs, and deficiency resolution to the LAPD's satisfaction is made within 2 business days of initial notification by the LAPD's initial service request to NCIC.

Priority Four – Cosmetic (Includes but not limited to):

- A telephone is damaged but is capable of completing telephone calls

Response time, completion of repairs or replacement of damaged phones, and deficiency resolution to the LAPD's satisfaction is made within 10 business days of initial notification by the LAPD's initial service request to NCIC.

Chronic Trouble

A Chronic Trouble (Chronic) defined as an Inmate Telephone Services problem, associated network problem, outage, or other deficiency which has experienced three separate trouble tickets opened against it for availability, by the LAPD, or NCIC, for the same/similar symptom(s) or problem(s) over a rolling 30-day period. A Chronic's rolling 30-day counter is considered "reset" upon a period of 30 days free of same/similar trouble.

NCIC OFFENDER PHONES DESCRIPTION OF SERVICES NETWORK AND HARDWARE

Phone Ownership & Maintenance: All phones and related hardware will be owned by NCIC, and NCIC will be responsible for all installation, maintenance and ongoing support.

NCIC will offer a range of telephone hardware to be leveraged based on the needs and preferences of each LAPD facility, including options as shown herein:



The system allows one-way, out-going service only, preventing any incarcerated individual telephone from receiving incoming calls. The centralized call switching uses a VoIP network connection to the phones all carried over our own private network with only minimal need to interface with the open internet or public switching network.

All components for placing calls / video sessions, live monitoring, recording and data collections are located in high security, fully redundant locations in Texas, with near real-time back up on NCICloud storage, designed using CEPH server clusters in a minimum of two, diverse locations. All recordings are stored for the life of the contract (including any extensions) or longer if required and are available online for downloading at any time.

The system can be manually switched on/off via the secured web page using any internet-enabled device with internet access or by manual switches located in any area designated (Demarcation location, central control center, selected housing units, selected telephone) by the authorized personnel. Only authorized Facility personnel with proper login credentials (username and password) will be allowed access to this particular area of the system. The system does not allow an incarcerated individuals to communicate in any manner with the called party until the call is accepted. As the phone is not part of the Public Switched Telephone Network (PSTN), no numbers can be dialed as calls are only processed through the automated operator.

All calls except for those marked as verified attorney-client privilege will be monitored, recorded and stored at no cost to LAPD. The proposed system stores all call records and recordings, and all such recordings remain available for the full term of the Agreement and longer, if so required by LAPD.

Authorized Users with appropriate privilege levels are able to view the system's Live Monitoring tab which is interactive and has the ability to pause a live recording, monitor, disconnect as well as playing the call from the beginning. Additionally, with NCIC's system multiple users can monitor in-progress calls and video visits simultaneously, without affecting the performance of the system, and without the parties on the call being aware of the monitoring.

FEATURES

NCIC will make the following features available from the offender phone solution at no cost to the LAPD:

Auditing/Reporting: NCIC will include a comprehensive offender communication reporting system. Offender phone usage (by offender and by phone station) will be fully auditable, and data will be available to facility staff.

Web-Based Software: NCIC will provide 24/7/365 Web-based access to phone system command and control capabilities, including, but not limited to, the ability to suspend an offender or friends and family privileges for a set amount of time or until a specified date and time. NCIC's solution will be compatible with Chrome, Safari, Firefox, Edge and Internet Explorer Web browsers.

Newly Booked or Moved Individuals: NCIC's phones will automatically allow access to newly booked offenders, or offenders who are moved between housing units, without staff involvement.

No Offender-to-Offender Communication: NCIC will ensure that no offender-to-offender communication will be allowed through the installed system.

Continuous Upgrades: To ensure maximum security, compatibility and feature support, NCIC will always provide the latest version of all offender telephone software throughout the life of the contract and any extensions.

Trust Integration: NCIC's phone solution will integrate with the customer's existing or future trust fund solution, allowing offenders to pay for phone use directly from their trust fund account.

Jail Management System/Offender Management System (JMS/OMS): Integration: NCIC will import and update the names, offender numbers, and other offender record data from the customer's existing jail or offender management system at a frequency of at least 15 minutes. This integration will allow offenders to access the phone system without requiring any additional data entry by facility staff.

Live 3-Way Call Detection: NCIC will provide the ability to be alerted of all suspected 3-way calls.

Audit Trail: NCIC's system will provide an audit trail for authorized users to track staff user activity within the proposed systems.

Email Call Recordings: Call recording audio files will be transferable from within the offender telephone system to outside investigators via email as a one-time secure download link, saving time related to chain of custody.

Crime Tips, Suicide Alerts & PREA: NCIC will provide an integrated solution for offenders to contact a crime tip hotline, suicide alert hotline, PREA hotline, and grievance hotline. Correctional staff will have the capability to monitor and playback recorded calls or voicemails related to these hotlines. NCIC is able to provide a real-time notification to smart phones whenever an offender calls these hotlines Voicemail recordings and data will be retained for the life of the contract.

Offender Initiated Trust Transfers: NCIC will provide an automated method for offenders to purchase prepaid funds via the phone system using a real-time trust fund transfer. NCIC will also provide prepaid balance and deposit notification to offenders without staff involvement.

Calling Cards: NCIC will offer a modern prepaid offender-calling solution that does not require LAPD staff or commissary provider to tangibly handle calling cards. This solution will provide offenders fully automated prepaid purchases in real-time. However, in the event that calling cards are required, NCIC will provide them in a timely manner.

Real-time Pricing: NCIC's system will provide a complete list of all telephone numbers and the price of each call from a given offender telephone in real-time.

Offender Phone Access Control: NCIC's system, by default, automatically blocks offenders from calling from groups of phones that they should not have physical access to, based on their location information in the OMS, increasing security and reducing the risk of fraud. This functionality can be selectively turned on or off as required.

Alarm/Alerts: NCIC's system has alerts that can be set on a per offender, per destination number, per station, or combination basis. The alert system is capable of alerting investigators of calls from specific offenders, to specific destination numbers, and between a specific offender and destination number. Additionally, investigators may elect to allow or deny an offender call via their smartphone.

NCIC VIDEO VISITATION DESCRIPTION OF SERVICES NETWORK AND HARDWARE

Equipment Ownership & Maintenance: NCIC will provide a secured offender device for video visitation, commissary ordering, and offender entertainment and education. The system will be fully integrated with NCIC offender telephone system, providing the LAPD with a single management system for video visitation, messaging, ticketing and offender phone calls. The described device is a correctional-grade high-security handheld device capable of being installed in offender areas.

Equipment Ownership & Maintenance: The equipment will be owned by NCIC, and NCIC will be responsible for all installation, maintenance and ongoing support.

Prime Provider: NCIC will be the prime developer and provider of the offender video visitation solution and related services – no third-party providers will be used in the performance of this Agreement.

Visitation Recording Equipment: NCIC's recording system is software based and does not require or utilize third-party video conferencing equipment to record and store recordings.

Remote Visitation: NCIC's system will be capable of connecting offender stations with remote users using standard, widely available home computer equipment or smartphones over the Internet. Remote visitation works via a Web browser, including Internet Explorer, Edge, Firefox, Safari, and Chrome, or a smartphone application.

Secure Network: NCIC offender visitation equipment will run over a secure network that includes content filtering, facial detection, a proxy server, and a firewall configured to allow only approved addresses and content.

An Independent Network: All video visitation equipment will utilize a separate dedicated network for all visitation services.

Auditing/Reporting: NCIC will include a comprehensive offender visitation reporting system. Offender visits will be fully auditable, and data will be available to authorized facility staff and investigators.

Full-Access Control Software: For security and to reduce fraud, NCIC will limit access to visitation stations to offenders who are designated in the Jail Management System to be in the same housing unit.

Public Kiosks: NCIC will provide tough, secure and reliable public-facing visitation scheduling kiosks that are fully integrated with described video visitation system and not provided by subcontractor or third party. The kiosks allow friends & family to verify their identity, schedule and fund video visits.

VIDEO VISITATION FEATURES

NCIC will make the following features available from the offender video visitation solution at no cost to the LAPD:

Self-Scheduling System: NCIC's system will include a video visitation scheduling, automation and policy management solution that is technology- and hardware agnostic for both facility staff and the public. The system will also provide for visitation monitoring, interrupt / disconnect and visitation recording via Web browser, compatible with all common web browsers and operating systems.

Two-Way Scheduling: NCIC's visitation scheduling system allows friend or family members to schedule visits, or offenders to schedule visits. The system additionally allows either party to invite the other to visit, allowing respondents to confirm, deny or suggest alternate times.

Scheduling Conflict Checking: NCIC's scheduling system will verify that the offender has access to at least one visitation station at the time of the scheduled visit. If an offender is moved, the system will check the offender's new location (via a Jail Management System/Offender Management System (JMS/OMS) integration) for equipment availability and will suggest alternative times in the event that a visitation station is not available.

Recording: NCIC's system is capable of recording any Offender/Visitor connection combination. The system will provide digital video and audio recording for all visitation session(s) (i.e., a session includes both the Offender and visitor side) at a time.

Burn/Download Video Visits: Authorized staff users will be downloading a video file to their desktop or a flash drive or similar. Additionally, the system includes an audit trail to track who has viewed and or downloaded a copy.

No LAPD Staff Time Requirements: NCIC's video visitation scheduling system will not require LAPD staff time to operate, nor will they add responsibilities for any LAPD staff members.

Access Control by Group and Individual: NCIC will provide the ability for staff to block visitation permissions for specific offenders or groups for a pre-defined period of time in

the event of a disciplinary event.

Newly Booked or Moved Individuals: NCIC's visitation system will automatically allow access to newly booked offenders, or offenders who are moved between housing units, without staff involvement.

No Offender-to-Offender Communication: NCIC will ensure that no offender-to-offender communication will be allowed through the described visitation equipment.

Web-Based Software: NCIC will provide Web-based access to visitation command and control capabilities, including, but not limited to, the ability to suspend an offender or friends and family privileges for a set amount of time, control scheduling if desired, manage user access controls, and real-time viewing and interrupt of video visits. NCIC's solution is compatible with Chrome, Safari, Firefox, Edge and Internet ExplorerWeb browsers.

PIN-based Login: NCIC will provide a PIN-based offender login to allow access to be customized to the offender who is using each visitation station.

Trust Integration: NCIC's visitation solution will integrate with the LAPD's existing trust fund solution, allowing offenders to pay for visitation time (or the use of other services provided by visitation equipment) directly from their trust fund account.

Integrated with Phone System: NCIC's video visitation system will be integrated with the current offender phone provider to ensure an integrated video and calling solution with single-user sign in. NCIC's communication systems are contained within one single funding account such that friends and family members are able to set up, manage and fund all communications options (phone calls, video visits and messaging) through one central account.

Concurrent Recording: NCIC's system is capable of recording video visits conducted on all visitations stations concurrently.

JMS/OMS Integration: NCIC will import and update the names, offender numbers, and other offender record data from the customer's existing jail or offender management system at a frequency of at least 15 minutes. This integration will allow offenders to access the visitation system without requiring any additional data entry by facility staff.

Digital Tickets: NCIC will provide a complete customizable, digital offender grievance and offender request system, available to users of the offender visitation stations. This system will allow the creation, publishing, and management of digital forms and allow submissions to be routed directly to specific individuals. The system will also support follow-up communication with the LAPD staff member who receives the submission.

Routing of Tickets: NCIC will allow LAPD staff to control the routing of submitted digital requests and grievances to key LAPD staff.

Religious Content: By default, NCIC visitation stations will provide content to help meet the needs of offenders of diverse religious beliefs and accommodate all believe systems.

Educational and Entertainment Content: NCIC's visitation solution will have the capability of displaying current and/or future educational and entertainment content through NCIC's proprietary "Schoolhouse" Learning Management System (LMS).

Legal Research/Law Library: NCIC's visitation hardware will have the capability of displaying NCIC-provided legal research/law library content in order to reduce offender escorts to and from the law library.

Secure Messaging: To reduce mailroom volume, NCIC will provide a secure messaging solution that allows offenders and approved contacts to exchange electronically-typed messages. This solution will trigger alarms based on watchwords, allow text searches across messages, quarantine any messages containing picture attachments or video messages and permit facility staff to conduct speedy reviews of messages.

Photo Sharing: To reduce physical photographs being introduced into the facility, NCIC will provide a photo-sharing solution that allows approved contacts to share digital photos with offenders. NCIC will provide management software that allows for LAPD facility staff to review and approve pictures prior to being transmitted to incarcerated recipients.

Mail Scanning: To reduce mailroom volume, NCIC will provide a Mail Scanning service that allows for all qualifying (non-legal / non-medical) mail to be routed to a secure off-site, NCIC-provided mail processing facility for secure collection, sorting and scanning for delivery to LAPD incarcerated individuals on NCIC-provided hardware.

Commissary Ordering: NCIC's visitation system supports the ability for offenders to place commissary orders electronically through the visitation station hardware, interfacing directly with the facility's commissary vendor, without involving correctional staff and time. This solution is compatible with most commissary system that provides a modern Web-based ordering system.

NCIC TABLET DESCRIPTION OF SERVICES NETWORK AND HARDWARE

Tablet Ownership & Maintenance: The tablets will be owned by NCIC, and NCIC will be responsible for all installation, maintenance and ongoing support.

Prime Provider: NCIC will be the prime developer and provider of the offender tablet solution and service.

No Cost to the Customer: NCIC will provide all hardware and services at no cost to the LAPD.

Secure Wireless Network: NCIC tablets will run over a secure wireless network using a unique virtual private network (VPN) per tablet connection to ensure encrypted communications.

An Independent Network: Tablets will utilize a separate dedicated NCIC-provided network for all tablet services.

Auditing/Reporting: NCIC will include a comprehensive offender tablet reporting system. Offender tablet usage (by offender and by tablet) will be fully auditable, and data will be available to authorized facility staff.

Full-Access Control Software: NCIC will limit access to tablets to offenders currently in the same housing unit as the tablet itself.

Web-Based Software: NCIC will provide Web-based access to tablet command and control capabilities, including, but not limited to, the ability to suspend an offender or friends and family privileges for a set amount of time or until a specified date and time. NCIC's solution will be compatible with Chrome, Safari, Firefox, Edge and Internet Explorer Web browsers.

Access Control by Group and Individual: NCIC will provide the ability for staff to block tablet access for specific offenders or groups for a pre-defined period of time in the event of a disciplinary event.

Security Layers: NCIC will ensure that all networked traffic utilizes a proxy server and firewall configured to only allow approved addresses and content.

Newly Booked or Moved Individuals: NCIC's tablets will automatically allow access to newly added offenders, or offenders who are moved between housing units, without staff involvement.

No Offender-to-Offender Communication: NCIC will ensure that no offender-to-offender communication will be allowed through the installed tablets.

Customer Support: NCIC will provide facility service and technical support for all described products, available 24/7/365 answered by live operators and will ensure any onsite technicians meet all of the customer's security requirements and levels of approval.

PIN-based Login: NCIC will provide a PIN-based offender login to allow access to be customized to the offender who is using the tablet.

Chain of Custody: NCIC will retain all submitted grievance and request forms and will not delete them. This submitted information will be searchable, sortable and able to be filtered.

Trust Integration: NCIC's tablet solution will integrate with the LAPD's existing or future trust fund solution, allowing offenders to pay for tablet use directly from their trust fund account.

JMS/OMS Integration: NCIC will import and update the names, offender numbers, and other offender record data from the LAPD's existing or future jail or offender management system at an interval of no less frequently than every 15 minutes. This integration will allow offenders to access the tablets without requiring any additional data entry by facility staff.

24/7 Support for Facility Staff: NCIC will provide no cost 24/7 support for facility staff, allowing them to ask questions or make requests including reporting of broken equipment, lost passwords, and new staff user setup.

Wireless Charging: NCIC will ensure that offender tablets not interface directly with live electrical current in offender accessible areas. NCIC tablets will utilize correctional-grade inductive chargers for increased safety and security. The charger will be capable of recharging a tablet from 0% to 100% in eight hours or less. NCIC's tablet charging carts are available in 5-port, 10-port, 20-port or 40-port options, can be wall-mounted or remain portable (roll-around).

Remote Updates: To minimize technician escorts to offender living areas, NCIC will perform all routine tablet software updates remotely. Software updates will not require intervention from LAPD staff members.

Data Ownership: All collected data, including tablet communication and usage data, is property of the customer and will be stored for the life of the contract and extensions.

No Staff Time Requirements: NCIC's offender tablets will not require staff time to operate, nor will they add responsibilities for any staff members.

FEATURES

NCIC will make the following features available from the offender tablet solution at no cost to the customer:

Digital Tickets: NCIC will provide a complete digital offender Ticketing system, available to users of the offender tablets. This system will allow the creation, publishing, and management of digital forms and allow submissions to be routed directly to specific individuals. The system will also support follow-up communication with the staff member who receives the submission.

Routing of Requests: NCIC will allow LAPD staff to control the routing of submitted digital Tickets to key LAPD staff.

Religious Content: By default, NCIC tablets will provide content to help meet the needs of offenders of diverse religious beliefs, to include, Bible, Koran, Torah, Book of Mormon as required by the LAPD.

Educational Content: NCIC's Tablet solution will have the capability of displaying current and/or future educational and entertainment content through NCIC's proprietary "Schoolhouse" Learning Management System (LMS).

Legal Research/Law Library: NCIC's tablet solution will have the capability of displaying NCIC-provided legal research/law library content in order to reduce offender escorts to and from the law library.

Secure Messaging: To reduce mailroom volume, NCIC will provide a messaging solution that allows offenders and approved contacts to exchange electronic typed messages. This solution will trigger alarms based on watchwords, allow text searches across messages, and permit facility staff to conduct speedy reviews of messages.

Photo Sharing: To reduce physical photographs being introduced into the facility, NCIC will provide a photo-sharing solution that allows approved contacts to share digital photos with offenders.

Education and Entertainment: NCIC's Tablet solution will have the capability of displaying current and/or future educational and entertainment content through NCIC's proprietary "Schoolhouse" Learning Management System (LMS).

Content Blocking: In advance of installation, and upon customer request, NCIC will allow the customer to block specific content offerings either temporarily or permanently if the customer anticipates that the content will provide problems for their facility.

Commissary Ordering: NCIC's tablets support the ability for offenders to place commissary orders electronically through the tablet, interfacing directly with the facility's commissary vendor, without involving correctional staff and time. This solution is compatible with most commissary systems that provides a modern Web-based ordering system.

IMPLEMENTATION & SUPPORT

Implementation Plan: Upon contract, NCIC will provide a preliminary project plan, including the project team, installation timeline, recommended installation procedures (conversion from existing system to the described system) and the development of commission-accounting procedures.

Ongoing Management Plan: Upon contract, NCIC will provide a project management plan, including locations of service technicians, replacement equipment, and guaranteed

response times.

Training: NCIC will provide technical assistance during the installation and initial use of the equipment including operational training for employees. Manuals, instructions, and names of technical representatives available via telephone will be given to staff at each detention center.

24/7 Support for Facility Staff: NCIC will provide no-cost 24/7 support for facility staff, allowing them to ask questions or make requests, including reporting of broken equipment, lost passwords, and new staff user setup.

Data Ownership: All collected data, including communication recordings and usage data, is property of the LAPD and will be stored for the life of the contract and contract extensions.

24/7 Support for Friends & Family: NCIC will be the prime provider of facility service and technical support for all described products, and live support will be available 24/7/365 answered by live US-based operators. This support will not be outsourced.

Offender Customer Service: NCIC will provide an automated voicemail solution for offenders to leave requests directly for the NCIC's in-house customer service (dropped call credit, prepaid information, etc.) and receive notification of a resolution.

Multi-Lingual: NCIC will provide friends and family customer service over the phone in Spanish and English.

Instant Refunds: NCIC's live US-based bilingual customer service representatives have the ability to instantly refund incorrect charges, or payments for dropped calls 24/7.

ATTACHMENT C

INMATE TELEPHONE SERVICE LEVEL AGREEMENT

INMATE TELEPHONE SERVICE LEVEL AGREEMENT

I. Definition of Service Level Agreement

a. A Service Level Agreement (SLA) is an agreement between the LAPD and the Contractor to provide a service at a performance level that meets or exceeds the specified performance objective(s). The SLA lays out the metrics by which that service is measured, and the remedies or penalties, if the agreed-upon levels not be achieved. If the specified service levels are not met, then the contractor is required to issue specified credits.

b. The Inmate Telephone Service contract has specific performance metrics, or Key Performance Indicators (KPIs) for services deemed sufficiently essential to the LAPD operations, and the contractor must comply with those KPIs. For each KPI, the Contractor is required to meet the specified Acceptable Quality Levels (AQLs).

II. Service

Table 1 lists each KPI and the performance level requested by the LAPD. Performance is aggregate-based, meaning that the performance is to be measured at the LAPD hierarchy level (of the LAPD's billing organization) over a one-calendar-month period.

Table 1 – ITS Service-Specific SLAs

Service	KPI	Performance Standards/AQL
Implementation and Installation	Fully functional Inmate Telephone Service, tested and accepted by the LAPD	60 Business Days
Maintenance:		
Voice Services and Network Access/Transport Services	Availability Call Blockage, Dropped Calls	99.95% .07
Telephones	Operational, working ITS Units, Working Phones	100%
Management Reports:		
Monthly Project Reports, Monthly System Management Reports, and Year-End Summary Reports	One (1) soft copy of each of the Monthly Project Reports, Monthly System Management Reports, and Year-End Summary Reports on CDRs to the LAPD Project Manager and to the LAPD Designee	Written reports are due no later than 5:00 p.m. (PST) on the 5th business day of the month reporting on ITS for the prior month. Year-End Summary Reports are due no later than 5:00 pm, on the fifth (5th) business day of the month following Agreement year-end, reporting on the ITS for the subject Agreement year.

III. Implementation and Installation Penalty

Selected Proposer shall provide a detailed Implementation Plan and Schedule. The installation will include a user testing and acceptance provision for the LAPD. Time is of the essence in providing a fully functional inmate phone system, and the selected Proposer is required to provide a fully functional system tested and accepted by the LAPD. The LAPD is requiring a sixty (60)-business day implementation schedule. Failure to provide this service may incur a daily penalty of \$750.00 until fully functional.

IV. Late Management Reports Penalty

There will be a Late Penalty of \$100.00 per day for reports received late, unless prior approval for late delivery by selected successful Proposer has been granted by the LAPD Project Manager.

V. System Problems, Outages, and Other Deficiencies

The Service is unavailable during any period of time that it experiences a Service Outage, or other service-affecting Problem or Deficiency. Upon the LAPD's or the LAPD-authorized Project Manager's request, Contractor will issue credits for each Service Outage, Problem, or Deficiency. Contractor shall pay the LAPD the total amount of credit due within thirty (30) days from the month Deficiencies occurred under the Agreement.

Reporting of all System problems, outages and other Deficiencies shall be handled through Contractor's Technical Support Center, which shall be accessible online, toll-free telephone, fax number, and email. Contractor shall provide for 24 hours per day, 7 days per week on-call technical support staff to support the LAPD or the LAPD Designee in resolving System Outages, Problems, and other Deficiencies. The LAPD will assign one of the following "Severity Levels." Contractor must respond to and resolve these in accordance with the following timeframes, following the determination and/or notification of the Problem, Outage or other Deficiency:

Table 2 – ITS Severity Levels and Credits

Severity Level	Severity Level Description	Duration of Service Outage	Credits
Priority Level One	CRITICAL (Includes but not limited to): <ul style="list-style-type: none"> • 25% or more of a single Housing unit's (Module / Dorm / Pod) telephones are out of service • Multiple housing units are not in operation • Multiple inmate phones are not operational • Intake phones are not operational • 25% or more of calls placed in a 24-hour period experience poor voice quality (high levels of static, noise, voice distortion) caused by faulty hardware equipment, routers, bandwidth limitations, or software • 25% or more of calls are dropped in a 24-hour period • Entire system failure Response time, technician on site, and completion of repairs and Deficiency resolution to the LAPD's satisfaction is made within 6 hours of initial notification of the LAPD Project Manager by Contractor or from the LAPD Project Manager's initial service request to Contractor.	≤ 6 hours	No Credit
		Between 6 hours and 12 hours	\$75 per hour that component of ITS is deficient
		Between 12 hours and 24 hours	\$100 per hour that component of ITS is deficient
		> 24 hours	\$150 per hour that component of ITS is deficient

Priority Level Two	SEVERE (Includes but not limited to): <ul style="list-style-type: none"> • 10% to 24% of a single housing unit's (Module/ Dorm / Pod) telephones are out of service • 10% to 24% of calls are dropped in a 24- hour period • 10% to 24% or more of calls placed in a 24-hour period experience poor voice quality (high levels of static, noise, voice distortion) caused by faulty hardware equipment, routers, bandwidth limitations, or software • More than ten (10) Inmates are not able to make telephone calls as a result of a single telephone is out of service • One entire housing unit that is not in operation or one inmate phone not operational Response time, completion of repairs, and Deficiency resolution to the LAPD's satisfaction is made within 24 hours of initial notification of the LAPD Project Manager by Contractor, or from the LAPD Project Manager's initial service request to Contractor.	≤ 24 hours	No Credit
		> 24 hours	\$100 per hour that component of ITS is deficient
Priority Level Three	MINOR (Includes but not limited to): <ul style="list-style-type: none"> • One of multiple phones in a housing unit that is not in operation, and additional phones are in the area available for inmate use. • Intermittent dropped calls or <10% of calls are dropped • Intermittent poor voice quality on calls or <10% of calls experience poor voice quality Response time, completion of repairs, and Deficiency resolution to the LAPD's satisfaction is made within 2 business days of initial notification of the LAPD Project Manager by Contractor, or from the LAPD Project Manager's initial service request to Contractor.	≤ 2 days	No Credit
		> 2 days	\$75 per day that component of ITS is deficient

Priority Level Four	COSMETIC (Includes but not limited to): A telephone is damaged but is capable of completing telephone calls Response time, completion of repairs or replacement of damaged phones, and Deficiency resolution to the LAPD's satisfaction is made within 10 business days of initial notification of the LAPD or the LAPD's Project Manager by Contractor, or from the LAPD Project Manager's initial service request to Contractor.	≤ 10 days	No Credit
		> 10 days	\$75 per day that component of ITS is deficient or damaged phones are not replaced

VI. Chronic Trouble

A Chronic Trouble (Chronic) defined as an Inmate Telephone Service problem, associated network problem, outage, or other deficiency which has experienced 3 separate trouble tickets opened against it for Availability, by the LAPD Project Manager, or Contractor, for the same/similar symptom(s) or problem(s) over a rolling 30-day period. A Chronic's rolling 30-day counter is considered "reset" upon a period of 30 days free of same/similar trouble.

Table 3 – ITS Chronic Trouble Credits

Severity Level	Consecutive Months' Occurrence	Credits
Priority Level One	3	10% of Monthly Recurring Charge
	6	20% of Monthly Recurring Charge
	>6	Replacement of the ITS in its entirety or its individual components, including network access and cabling & wiring. Option to open contract for discussion, up to and including cancellation of contract without penalty
Priority Levels Two and Three	3	5% of Monthly Recurring Charge
	6	10% of Monthly Recurring Charge
	9	20% of Monthly Recurring Charge

	>9	Replacement of the ITS in its entirety or its individual components, including network access, and cabling & wiring. Option to open contract for discussion, up to and including cancellation of contract without penalty
Priority Level Four	N/A	N/A

VII. Replacement

Contractor will be responsible for the replacement of the ITS in its entirety or its individual components including network access and cabling & wiring, as necessary to maintain operability, regardless of cause including, but not limited to, normal wear/use, inmate abuse, natural disaster, or inmate unrest. System or component replacement will be performed at no cost to the LAPD and will occur immediately upon notification to the Contractor of the system problem by the LAPD Project Manager when ITS Deficiency is not resolved to the LAPD's satisfaction after reasonable timeframes specified above.

SERVICE LEVEL AGREEMENT FOR REMOTE VIDEO VISITATION SYSTEM

I. Definition of Service Level Agreement

a. A Service Level Agreement (SLA) is an agreement between the LAPD and the Contractor to provide a service at a performance level that meets or exceeds the specified performance objective(s). The SLA lays out the metrics by which that service is measured, and the remedies or penalties, if the agreed-upon levels not be achieved. If the specified service levels are not met, then the contractor is required to issue specified credits.

b. The Inmate Remote Video Visitation System contract has specific performance metrics, or Key Performance Indicators (KPIs) for services deemed sufficiently essential to the LAPD operations, and the contractor must comply with those KPIs. For each KPI, the Contractor is required to meet the specified Acceptable Quality Levels (AQLs).

II. Service

Table 4 lists each KPI and the performance level requested by the LAPD. Performance is aggregate-based, meaning that the performance is to be measured at the LAPD hierarchy level (of the LAPD's billing organization) over a one-calendar-month period.

Table 4 – RVVS Service-Specific SLAs

Service	KPI	Performance Standards/AQL
Implementation and Installation	Fully functional Inmate Remote Video Visitation, tested and accepted by the LAPD	60 Business Days
Maintenance:		
Video Visitation Services and Associated Network Access/Transport Services	Video Quality (No Video Blockage, No Dropped Video Visitation Sessions) Scheduling Software Availability	99.95%
Video Visitation Units	Operational, working RVVS Units	100%

Management Reports:		
Service	KPI	Performance Standards/AQL
Monthly Project Reports, Monthly System Management Reports, and Year-End Summary Reports	One (1) soft copy of each of the Monthly Project Reports, Monthly System Management Reports, and Year-End Summary Reports on CDRs to the LAPD Project Manager and to the LAPD Designee	Written reports are due no later than 5:00 p.m. (PST) on the 5th business day of the month reporting on RVVS for the prior month. Year-End Summary Reports are due no later than 5:00 pm, on the fifth (5th) business day of the month following Agreement year- end, reporting on the RVVS for the subject Agreement year.

III. Implementation and Installation Penalty

Selected Proposer shall provide a detailed Implementation Plan and Schedule. The installation will include a user testing and acceptance provision for the LAPD. Time is of the essence in providing a fully functional Remote Video Visitation, and the selected Proposer is required to provide a fully functional Remote Video Visitation System tested and accepted by the LAPD. The LAPD is requiring a sixty (60)-business day implementation schedule. At the LAPD discretion, any failure to provide this service may incur a daily penalty of \$750.00 until fully functional.

IV. Late Management Reports Penalty

There will be a Late Penalty of \$ 100.00 per day for reports received late, unless prior approval for late delivery by selected Proposer has been granted by the LAPD Project Manager.

V. System Problems, Outages, and Other Deficiencies

The Service is unavailable during any period of time that it experiences a Service Outage, or other service-affecting Problem or Deficiency. Upon the LAPD Project Manager's request, Contractor will issue credits for each Service Outage, Problem, or Deficiency. Contractor shall pay the LAPD the total amount of credit due within thirty (30) days from the month Deficiencies occurred under the Agreement.

Reporting of all System problems, outages and other Deficiencies shall be handled through Contractor's Technical Support Center, which shall be accessible online, toll-free telephone, fax number, and email. Contractor shall provide for 24 hours per day, 7 days per week on-call technical support staff to support the LAPD or the LAPD Designee in resolving System Outages, Problems, and other Deficiencies. The LAPD will assign one of the following "Severity Levels." Contractor must respond to and resolve these in accordance with the following timeframes, following the determination and/or notification of the Problem, Outage or other Deficiency:

Table 5 – RVVS Severity Levels and Credits

Severity Level	Severity Level Description	Duration of Service Outage	Credits
		≤ 6 hours	No Credit
Priority Level One	<p>CRITICAL (Includes but not limited to):</p> <ul style="list-style-type: none"> • 50% or more of a Jail's Remote Video Visitation System (in Housing Units and Lobby) is out of service • Multiple Facilities' Remote Video Visitation System units are not in operation • Multiple Remote Video Visitation System units are not operational • 50% or more of Video Visitation sessions placed in a 24-hour period experience poor Video Visitation session quality (high levels of visual and audio static, noise, distortion) caused by faulty hardware equipment, routers, bandwidth limitations, or software • 50% or more of Video Visitation sessions are dropped in a 24-hour period • Entire system failure <p>Response time, technician on site, and completion of repairs and Deficiency resolution to the LAPD's satisfaction is made within 6 hours of initial notification of the LAPD Project Manager by Contractor, or from the LAPD Project Manager's initial service request to Contractor.</p> <p>The LAPD has the option to require Contractor</p>	Between 6 hours and 12 hours	\$75 per hour that component of RVVS is deficient (includes network access and cabling and wiring)
		Between 12 hours and 24 hours	\$100 per hour that component of RVVS is deficient (includes network access and cabling and wiring)

	to replace RVVS in its entirety or its individual components, including network access and cabling and wiring, if Contractor is unable to resolve the deficiency to the LAPD's satisfaction within a reasonable timeframe exceeding 72 hours.	> 24 hours	\$150 per hour that component of RVVS is deficient (includes network access and cabling and wiring)
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Severity Level	Severity Level Description	Duration of Service Outage	Credits
Priority Level Two	<p>SEVERE (Includes but not limited to):</p> <ul style="list-style-type: none"> • 25% to 49% of a Jail's Remote Video Visitation System (in Housing Units and Lobby) is out of service • 25% to 49% of Video Visitation sessions are dropped in a 24-hour period • 25% to 49% or more of calls placed in a 24-hour period experience poor voice quality (high levels of visual and audio static, noise, distortion) caused by faulty hardware equipment, routers, bandwidth limitations, or software • More than ten (10) Inmates are not able to initiate remote video visitation sessions as a result of a single Video Visitation unit out of service • One entire housing unit that is not in operation or one Remote Video Visitation System unit not operational <p>Response time, completion of repairs, and Deficiency resolution to the LAPD's satisfaction is made within 24 hours of initial notification of the LAPD Project Manager by Contractor, or from the LAPD Project Manager's initial service request to Contractor.</p> <p>The LAPD has the option to require Contractor to replace RVVS in its entirety or its individual components, including network access and cabling & wiring, if Contractor is unable to resolve the deficiency to the LAPD's satisfaction within a reasonable timeframe exceeding 72 hours.</p>	≤ 24 hours	No Credit
		> 24 hours	\$100 per hour that component of RVVS is deficient (includes network access and cabling and wiring)

Severity Level	Severity Level Description	Duration of Service Outage	Credits
Priority Level Three	<p>MINOR (Includes but not limited to):</p> <ul style="list-style-type: none"> • One of multiple Video Visitation units in a housing unit or lobby that is not in operation, and additional units are in the area available for inmate use. • Intermittent dropped Video Visitation sessions or <25% of Video Visitation sessions are dropped • Intermittent poor Video Visitation session quality on sessions or <25% of sessions experience poor visual and audio quality • <25% of a Jail's Remote Video Visitation System (in Housing Units and Lobby) is out of service • <25% of Video Visitation sessions are dropped in a 24-hour period • <25% or more of Video Visitation visits placed in a 24-hour period experience poor voice quality (high levels of visual and audio static, noise, distortion) caused by faulty hardware equipment, routers, bandwidth limitations, or software <p>Response time, completion of repairs, and Deficiency resolution to the LAPD's satisfaction is made within 2 business days of initial notification of the LAPD Project Manager by Contractor, or from the LAPD Project Manager's initial service request to Contractor.</p> <p>The LAPD has the option to require Contractor to replace RVVS in its entirety or its individual components, including network access and cabling and wiring, if Contractor is unable to resolve the deficiency to the LAPD's satisfaction within a reasonable timeframe exceeding 5 business days.</p>	≤ 2 days	No Credit
		> 2 days	\$75 per day that component of RVVS is deficient (includes network access and cabling and wiring)

Severity Level	Severity Level Description	Duration of Service Outage	Credits
Priority Level Four	<p>COSMETIC (Includes but not limited to):</p> <ul style="list-style-type: none"> • A Remote Video Visitation unit is damaged but is capable of completing video visitation sessions • Remote Video Visitation System enclosure, furniture, hardware, or other equipment is damaged, but RVVS is still capable of completing Video Visitation sessions <p>Response time, completion of repairs or replacement of damaged units, and Deficiency resolution to the LAPD's satisfaction is made within 10 business days of initial notification of the LAPD Project Manager by Contractor, or from the LAPD Project Manager's initial service request to Contractor.</p> <p>The LAPD has the option to require Contractor to replace affected RVVS components if Contractor is unable to resolve the deficiency to the LAPD's satisfaction within a reasonable timeframe exceeding 15 days.</p>	≤ 10 days	No Credit
		> 10 days	\$75 per day that component of RVVS is deficient or damaged RVVS units are not replaced

VI. Chronic Trouble

A Chronic Trouble (Chronic) defined as an Inmate Remote Video Visitation System problem, associated network problem, outage, or other deficiency which has experienced 3 separate trouble tickets opened against it for Availability, by the LAPD Project Manager, or Contractor, for the same/similar symptom(s) or problem(s) over a rolling 30-day period. A Chronic's rolling 30-day counter is considered "reset" upon a period of 30 days free of same/similar trouble.

Table 6 – RVVS Chronic Trouble Credits

Severity Level	Consecutive Months' Occurrence	Credits
Priority Level One	3	10% of Monthly Recurring Charge
	6	20% of Monthly Recurring Charge
	>6	Replacement of the RVVS in its entirety or its individual components, including network access and cabling & wiring. Option to open contract for discussion, up to and including cancellation of contract without penalty
Priority Levels Two and Three	3	5% of Monthly Recurring Charge
	6	10% of Monthly Recurring Charge
	9	20% of Monthly Recurring Charge
	>9	Replacement of the RVVS in its entirety or its individual components, including network access, and cabling & wiring. Option to open contract for discussion, up to and including cancellation of contract without penalty
Priority Level Four	N/A	N/A

VII. Replacement

Contractor will be responsible for the replacement of the RVVS in its entirety or its individual components including network access and cabling & wiring, as necessary to maintain operability, regardless of cause including, but not limited to, normal wear/use, inmate abuse, natural disaster, or inmate unrest. System or component replacement will be performed at no cost to the LAPD and will occur immediately upon notification to the Contractor of the system problem by the LAPD Project Manager when RVVS Deficiency is not resolved to the LAPD's satisfaction after reasonable timeframes specified above.

ATTACHMENT D

FEE SCHEDULE

NCIC PAYMENT TO INMATE WELFARE FUND

PAYMENT FOR INMATE TELEPHONE SERVICE ONLY

For Inmate Telephone Service only, NCIC will pay the Los Angeles Police Department Custody Services Division (CSD) Inmate Welfare Fund Seven Thousand Dollars (\$7,000.00) within 10 calendar days of the effective contract date. In years 2-5 of the contract term, NCIC will pay the Inmate Welfare Fund Seven Thousand Dollars (\$7,000.00) each year, within 10 calendar days of the contract's anniversary date.

Additionally, for each year of the contract term, NCIC will pay the greater of the following two amounts:

- A monthly percentage-based payment: A monthly percentage-based payment is equal to twenty percent (20%) of the gross inmate telephone revenue, with such payments due on or around the 25th day of each calendar month following the applicable service usage month.

OR

- A Minimum Annual Guarantee ("MAG") of \$20,000.00. NCIC's MAG is based on an Average Daily Population of at least 200 inmates, across the CSD facilities.

The monthly payments will be accompanied by a summary and/or detail reports outlining usage of all installed services.

Both Parties agree that the Los Angeles Police Department Custody Services Division (CSD) has the option to add Remote Video Visitation at any time, by providing written notice to NCIC and amending the Original Agreement. Upon receipt of such written notice and execution of an amendment to the Original Agreement, NCIC will immediately commence preparations to implement the additional equipment and infrastructure required to support Remote Video Visitation (Kiosks and / or Tablets). It is further understood that the payment terms associated with an Inmate Telephone Service with Turnkey Remote Video Visitation are dependent on NCIC's additional services being successfully installed in applicable CSD facilities, based on an installation timeline that shall be agreed upon in good faith between the Parties.

PAYMENT FOR INMATE TELEPHONE SERVICE WITH TURNKEY REMOTE VIDEO VISITATION

For Inmate Telephone Service with Turnkey Remote Video Visitation, NCIC will pay the Los Angeles Police Department Custody Services Division (CSD) Inmate Welfare Fund Seven Thousand Dollars (\$7,000.00) within 10 calendar days of the effective contract date. In years 2-5 of the contract term, NCIC will pay the Inmate Welfare Fund Seven Thousand Dollars (\$7,000.00) each year, within 10 calendar days of the contract's anniversary date.

Additionally, for each year of the contract term, NCIC will pay the greater of the following two amounts:

- A monthly percentage-based payment: A monthly percentage-based payment is equal to thirty-five percent (35%) of the gross inmate telephone revenue, and twenty-five percent (25%) of the gross video visitation and messaging revenue, with such payments due on or around the 25th day of each calendar month following the applicable service usage month.

OR

- A Minimum Annual Guarantee ("MAG") of \$36,000.00. NCIC's MAG is based on an Average Daily Population of at least 200 inmates, across the CSD facilities.

The monthly payments will be accompanied by a summary and/or detail reports outlining usage of all installed services.

Attachment D – Rates and Fees

RATES AND FEES				
(Paid by Incarcerated Persons / Friends and Families)				
INCARCERATED PERSONS CALLING SERVICE				
CALL TYPE	PREPAID COLLECT		DEBIT	
	CONNECTION FEE	PER MINUTE	CONNECTION FEE	PER MINUTE
ALL CALLS WITHIN CALIFORNIA:	\$0.00	\$0.07	\$0.00	\$0.07
ALL INTERSTATE CALLS:	\$0.00	\$0.21	\$0.00	\$0.21
MEXICO / CANADA:	\$0.00	\$0.21	\$0.00	\$0.21
CUBA:	\$0.00	\$0.99	\$0.00	\$0.99
ALL OTHER INTERNATIONAL:	\$0.00	\$0.35	\$0.00	\$0.35
INBOUND VOICEMAIL:	\$1.50 (up to 3-Minutes duration)			
VIDEO VISITATION and SECURE MESSAGING				
CHARGE/FEE NAME		AMOUNT		
REMOTE (OFF-SITE) VIDEO VISITATION ~ PER MINUTE RATE:		\$0.30		
ON-SITE VIDEO VISITATION – PER MINUTE RATE:		\$0.00		
SECURE MESSAGING – RATES:		Text Messages - \$0.25 Picture Attachments - \$0.30 Video Messages (30 Seconds) - \$0.30 GIFs - \$0.05		

ATTACHMENT E

FEDERAL BUREAU OF INVESTIGATION CRIMINAL JUSTICE INFORMATION SYSTEMS SECURITY ADDENDUM

**FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM**

**Legal Authority for and Purpose and Genesis of the
Security Addendum**

Traditionally, law enforcement and other criminal justice agencies have been responsible for the confidentiality of their information. Accordingly, until mid-1999, the Code of Federal Regulations Title 28, Part 20, subpart C, and the National Crime Information Center (NCIC) policy paper approved December 6, 1982, required that the management and exchange of criminal justice information be performed by a criminal justice agency or, in certain circumstances, by a noncriminal justice agency under the management control of a criminal justice agency.

In light of the increasing desire of governmental agencies to contract with private entities to perform administration of criminal justice functions, the FBI sought and obtained approval from the United States Department of Justice (DOJ) to permit such privatization of traditional law enforcement functions under certain controlled circumstances. In the Federal Register of May 10, 1999, the FBI published a Notice of Proposed Rulemaking, announcing as follows:

1. Access to CHRI [Criminal History Record Information] and Related Information, Subject to Appropriate Controls, by a Private Contractor Pursuant to a Specific Agreement with an Authorized Governmental Agency To Perform an Administration of Criminal Justice Function (Privatization). Section 534 of title 28 of the United States Code authorizes the Attorney General to exchange identification, criminal identification, crime, and other records for the official use of authorized officials of the federal government, the states, cities, and penal and other institutions. This statute also provides, however, that such exchanges are subject to cancellation if dissemination is made outside the receiving departments or related agencies. Agencies authorized access to CHRI traditionally have been hesitant to disclose that information, even in furtherance of authorized criminal justice functions, to anyone other than actual agency employees lest such disclosure be viewed as unauthorized. In recent years, however, governmental agencies seeking greater efficiency and economy have become increasingly interested in obtaining support services for the administration of criminal justice from the private sector. With the concurrence of the FBI's Criminal Justice Information Services (CJIS) Advisory Policy Board, the DOJ has concluded that disclosures to private persons and entities providing support services for criminal justice agencies may, when subject to appropriate controls, properly be viewed as permissible disclosures for purposes of compliance with 28 U.S.C. 534.

We are therefore proposing to revise 28 CFR 20.33(a)(7) to provide express authority for such arrangements. The proposed authority is similar to the authority that already exists in 28 CFR 20.21(b)(3) for state and local CHRI systems. Provision of CHRI under this authority would only be permitted pursuant to a specific agreement with an authorized governmental agency for the purpose of providing services for the administration of criminal justice. The agreement would be required to incorporate a security addendum approved by the Director of the FBI (acting for the Attorney General). The security

addendum would specifically authorize access to CHRI, limit the use of the information to the specific purposes for which it is being provided, ensure the security and confidentiality of the information consistent with applicable laws and regulations, provide for sanctions, and contain such other provisions as the Director of the FBI (acting for the Attorney General) may require. The security addendum, buttressed by ongoing audit programs of both the FBI and the sponsoring governmental agency, will provide an appropriate balance between the benefits of privatization, protection of individual privacy interests, and preservation of the security of the FBI's CHRI systems.

The FBI will develop a security addendum to be made available to interested governmental agencies. We anticipate that the security addendum will include physical and personnel security constraints historically required by NCIC security practices and other programmatic requirements, together with personal integrity and electronic security provisions comparable to those in NCIC User Agreements between the FBI and criminal justice agencies, and in existing Management Control Agreements between criminal justice agencies and noncriminal justice governmental entities. The security addendum will make clear that access to CHRI will be limited to those officers and employees of the private contractor or its subcontractor who require the information to properly perform services for the sponsoring governmental agency, and that the service provider may not access, modify, use, or disseminate such information for inconsistent or unauthorized purposes.

Consistent with such intent, Title 28 of the Code of Federal Regulations (C.F.R.) was amended to read:

§ 20.33 Dissemination of criminal history record information.

- a) Criminal history record information contained in the Interstate Identification Index (III) System and the Fingerprint Identification Records System (FIRS) may be made available:
 - 1) To criminal justice agencies for criminal justice purposes, which purposes include the screening of employees or applicants for employment hired by criminal justice agencies.
 - 2) To noncriminal justice governmental agencies performing criminal justice dispatching functions or data processing/information services for criminal justice agencies; and
 - 3) To private contractors pursuant to a specific agreement with an agency identified in paragraphs (a)(1) or (a)(6) of this section and for the purpose of providing services for the administration of criminal justice pursuant to that agreement. The agreement must incorporate a security addendum approved by the Attorney General of the United States, which shall specifically authorize access to criminal history record information, limit the use of the information to the purposes for which it is provided, ensure the security and confidentiality of the information consistent with these regulations, provide for sanctions, and contain such other provisions as the Attorney General may require. The power

and authority of the Attorney General hereunder shall be exercised by the FBI Director (or the Director's designee).

This Security Addendum, appended to and incorporated by reference in a government-private sector contract entered into for such purpose, is intended to insure that the benefits of privatization are not attained with any accompanying degradation in the security of the national system of criminal records accessed by the contracting private party. This Security Addendum addresses both concerns for personal integrity and electronic security which have been addressed in previously executed user agreements and management control agreements.

A government agency may privatize functions traditionally performed by criminal justice agencies (or noncriminal justice agencies acting under a management control agreement), subject to the terms of this Security Addendum. If privatized, access by a private contractor's personnel to NCIC data and other CJIS information is restricted to only that necessary to perform the privatized tasks consistent with the government agency's function and the focus of the contract. If privatized the contractor may not access, modify, use or disseminate such data in any manner not expressly authorized by the government agency in consultation with the FBI.

EXAMPLE OF A CONTRACT ADDENDUM

AMENDMENT NO. ____ TO THE CONTRACT BETWEEN
[PARTY NO. 1] AND [PARTY NO. 2], ENTERED INTO [DATE]

[Name of Law Enforcement Agency] and [Party No. 2], upon notification and pursuant to Paragraph/Section No. ____ [the amendment clause of the original contract] of that certain contract entered into by these parties on [date][and entitled “____”], hereby amend and revise the contract to include the following:

1. Access to and use of criminal history record information and other sensitive information maintained in [state and] FBI-managed criminal justice information systems by [private party] are subject to the following restrictions:

- a.
- b.
- c.

and

- d. The Security Addendum appended hereto, which is incorporated by reference and made a part thereof as if fully appearing herein.

This amendment is effective the ____ day of _____, 20__.

On behalf of [Party No. 1]:

_____ Printed Name	_____ Title
_____ Signature	_____ Date

On behalf of [Party No. 2]:

_____ Printed Name	_____ Title
_____ Signature	_____ Date

**FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM**

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A-130 as “security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information.”

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI’s information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

1.00 Definitions

1.01 Contracting Government Agency (CGA) – the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.

1.02 Contractor – a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

2.00 Responsibilities of the Contracting Government Agency.

2.01 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes. The acknowledgement may be signed by hand or via digital signature (see glossary for definition of digital signature).

3.00 Responsibilities of the Contractor.

3.01 The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed and all subsequent versions), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

4.00 Security Violations.

4.01 The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and Contractor.

4.02 Security violations can justify termination of the appended agreement.

4.03 Upon notification, the FBI reserves the right to:

- a. Investigate or decline to investigate any report of unauthorized use;
- b. Suspend or terminate access and services, including telecommunications links. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CGA and Contractor. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.

5.00 Audit

5.01 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.

6.00 Scope and Authority

6.01 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.

6.02 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.

6.03 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.

6.04 This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the appended Agreement without the consent of the FBI.

6.05 All notices and correspondence shall be forwarded by First Class mail to:

Information Security Officer

Criminal Justice Information Services Division, FBI

1000 Custer Hollow Road

Clarksburg, West Virginia 26306

**FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM**

CERTIFICATION

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

Printed Name/Signature of Contractor Employee

Date

Printed Name/Signature of Contractor Representative

Date

Organization and Title of Contractor Representative

OFFICIAL CORRESPONDENCE REVIEW

INITIATED BY: (NAME, BUREAU OR DIVISION, ETC.)

Police Administrator III Annemarie Sauer
Commanding Officer, Administrative Services Bureau

DATE

March 21, 2025

STAFF OFFICER ASSIGNED: (NAME, BUREAU OR DIVISION, PHONE EXTENSION, ETC.)

Lt II A. Hamilton, Administrative Services Bureau, (213) 486-7060

**SUBJECT: REQUEST FOR APPROVAL OF PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF LOS ANGELES AND NCIC FOR INMATE TELEPHONE AND
REMOTE VIDEO VISITATION SERVICES**

ATTN	Reviewed By:	ATTN	Reviewed By:
7	BOARD OF POLICE COMMISSIONERS		MOTOR TRANSPORT DIVISION
<i>R.</i>	OFFICE OF THE CHIEF OF POLICE <i>4-7-25</i>		RECORDS AND IDENTIFICATION DIVISION
<i>ES</i>	CHIEF OF STAFF		POLICIES AND PROCEDURES DIVISION
<i>SP</i>	OFFICE OF CONSTITUTIONAL POLICING AND POLICY		COMMUNICATIONS DIVISION
<i>SW</i>	OCOP ADMIN SECTION		PERSONNEL DIVISION
	OFFICE OF OPERATIONS		RECRUITMENT AND EMPLOYMENT DIVISION
	OFFICE OF SPECIAL OPERATIONS		TRAINING BUREAU
<i>SA</i>	OFFICE OF SUPPORT SERVICES <i>3/19</i>		INFORMATION TECHNOLOGY DIVISION
1	ADMINISTRATIVE SERVICES BUREAU <i>5/18</i>		MAIL ROOM FOR DISTRIBUTION
	SUPPORT SERVICES GROUP		FISCAL GROUP

RECEIVED

MAR 19 2025

Office of Constitutional Policing and Policy

#205A

MAR 19/25

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MAR 25 2025

COS-ADMIN

RECEIVED RECEIVED

MAR 26 2025

#555
Chief of Staff

MAR 26 2025

Chief of Staff

RECEIVED

MAR 18 2025

Office of Support Services

#203
(b.s.)

MAR 25 25 PM 4:01

RECEIVED

MAR 27 2025

OFFICE OF THE CHIEF OF POLICE

INTRADEPARTMENTAL CORRESPONDENCE

March 21, 2025

1.3

TO: Chief of Police

FROM: Office of Support Services

SUBJECT: REQUEST FOR APPROVAL OF PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF LOS ANGELES AND NCIC FOR INMATE
TELEPHONE AND REMOTE VIDEO VISITATION SERVICES

The Professional Services Agreement for inmate telephone and remote video visitation services between the City of Los Angeles (City) and Network Communications International Corporation (NCIC) is attached for your review, approval, and transmittal to the Board of Police Commissioners (BOPC).

California Penal Code Section 851.5 provides an arrested person with the right to make at least three completed telephone calls while in custody. The ability to communicate also maintains connections with family and legal counsel, which is important for the mental health, rehabilitation, and overall well-being of the incarcerated.

On October 25, 2022, the BOPC approved the release of a Request for Proposals (RFP) to provide the Los Angeles Police Department (LAPD) with inmate telephone and remote video visitation services. On January 9, 2023, the RFP was released and posted on the Los Angeles Regional Alliance for Marketplace Procurement portal.

The LAPD reviewed three qualified proposals and determined that NCIC best demonstrated the experience and qualifications to provide these services to the City. On November 21, 2023, the BOPC approved the selection of NCIC. The term of the Agreement is for three years with an option to extend the term for two additional one-year periods. The Contractor will pay a minimum compensation amount of \$27,000.00 per year to the Custody Services Division Inmate Welfare Fund. Deputy City Attorney Samuel Petty has approved the Agreement as to form.

Should you have any questions concerning this request, please contact Captain Anthony Otero, Commanding Officer, Custody Services Division, at (213) 356-3450.



DANIEL RANDOLPH, Assistant Chief
Director, Office of Support Services

Attachments