

**MEMORANDUM OF UNDERSTANDING FOR
LANCASTER COUNTY, NEBRASKA
COOPERATIVE CONTRACT
MOU043**

Contract Title: Offender Monitoring Products, Services and Solutions

Cooperative Agency: U.S. Communities

**Lead Entity and Contract Number: City and County of Denver, Contract No. 201844994
(Hereinafter referred to as “the Lead Contract”)**

THIS MEMORANDUM OF UNDERSTANDING (MOU) is hereby issued to **B.I. Incorporated, 6265 Gunbarrel Ave., Suite B, Boulder, CO 80301** hereinafter called “Contractor”, and the County of Lancaster, Nebraska, a political subdivision of the State of Nebraska hereinafter called “County” for the purpose of the Contractor and the County agreeing to the terms and conditions provided in this MOU

The Contractor and the County hereby agree to the following supplemental Terms and Conditions from those in the Lead Contract listed above:

TERMS AND CONDITIONS

A. PARTICIPATING TERM

The County shall participate in the Lead Contract for Offender Monitoring Products, Services and Solutions for a period of February 1, 2019 through January 31, 2022. Upon conclusion of the initial period, the County has the option of renewing for two (2) additional one (1) year periods under the same terms and conditions according to the renewals allowed by the Lead Contract.

B. SCOPE

The Contractor shall provide the same scope of services and provide the same products as set forth in the Lead Contract.

C. PRICING

Pricing for these goods and/or services shall be pursuant to the Lead Contract, and Schedule A, copies thereof are attached to this Memorandum.

D. CONFLICTING TERMS

To the extent other terms and conditions attached hereto conflict with the terms and conditions stated herein, the parties agree that conflicts among the documents comprising this Memorandum shall be resolved according to priority, and that a document's priority shall be determined according to the order in which the document appears in the list below in section "E. Memorandum of Understanding Documents".

E. MOU DOCUMENTS

The following documents comprise the Memorandum of Understanding:

1. This Memorandum of Understanding and associated Terms and Conditions;
2. U.S. Communities/ City and County of Denver Contract No. 201844994
3. Schedule A
4. Insurance Requirements/Certificate of Insurance;
5. Tax Forms

F. LAWS

The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this Memorandum of Understanding. During the term of the MOU, the Contractor shall perform all services and/or supply all goods in accordance with the established and applicable standards and in accordance with applicable State and Local laws.

G. IMPLIED REQUIREMENTS

All products and services not specifically mentioned in this document or the Lead Contract, but which are necessary to provide the functional capabilities described in the Lead Contract, shall be included.

H. CONTRACT MODIFICATION

The MOU shall be modified only by a written MOU amendment and approval of the parties. No alteration or variation of the terms and conditions of this Memorandum shall be valid unless made in writing and signed by the parties. Every amendment shall specify the date on which its provisions shall be effective.

I. TERMINATION

This MOU may be terminated by the following:

1. Termination for Convenience. Either party may terminate this MOU upon thirty (30) days written notice to the other party, for any reason, without penalty.
2. Termination for Cause. The County may terminate this MOU for cause if the Contractor:
 - a. Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or products pursuant to the Lead Contract or;
 - b. Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders or;
 - c. Otherwise commits a substantial breach or default of any provision of the Lead Contract or this MOU. In the event of a substantial breach or default the County will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the MOU shall terminate.
3. In the event that funding is not available to continue with services as written, the County reserves the right to terminate use of the MOU for convenience with no financial obligation to the Contractor, Subcontractors or other stakeholders except for any amount due for services rendered or products supplied prior to notice of cancellation.

The County may terminate this MOU in whole or in part when funding is not lawfully available for expenditure or when sources of funding are terminated, suspended, reduced, or otherwise not forthcoming through no fault of the County. In the event of unavailability of funds to pay any amounts due under the MOU, the County shall immediately notify the Contractor and the MOU shall terminate without penalty or expense to the County. Upon termination, the County shall pay the Contractor for any approved and documented services or products completed or purchased up to the date of termination, but not to exceed the maximum amount allowed by the Lead Contract or this MOU.

J. SEVERABILITY

If any provision of this MOU is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of the MOU shall not be affected and each provision of the MOU shall be enforced to the fullest extent permitted by law.

K. ASSIGNMENT

This MOU shall not be transferred to/or assigned to another Contractor without prior written consent confirming approval by the County. Any assignment without such prior written consent shall be absolutely void.

L. FORCE MAJEURE

Neither party shall be liable for any costs or damages from its inability to perform any of its obligations under the MOU due to a natural disaster, or other similar event outside the control and not the fault of the affected party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of the Lead Contract or this MOU. The party so affected shall immediately give notice to the other party of the Force Majeure Event. The County may grant relief from performance of the MOU if the Contractor is prevented from performance by a Force Majeure Event. The burden of proof for the need for such relief shall rest on the Contractor. To be released based on a Force Majeure Event, the Contractor shall file a written request for relief

with the City of Lincoln/Lancaster County Purchasing Division. Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under the Contract.

M. ATTORNEY'S FEES

In the event of any litigation, appeal, or other legal action to enforce any provision of the MOU, the Contractor agrees to pay all expenses of such action, as permitted by law, including Attorney's fees and costs, if the County is the prevailing party.

N. PAYMENT

Unless stated otherwise, the County will initiate payment within thirty (30) calendar days after:

1. All work has been performed and all equipment or other merchandise has been delivered.
2. All such labor and equipment and other materials have met all MOU specifications.
3. All such work has been approved by the County.
4. An invoice has been submitted which corresponds with the MOU amount and any subsequent changes approved by the County.

O. INSURANCE

The Contractor agrees to the insurance provisions required for all City/County and Building Commissions contracts (see *Insurance Requirements for City, County, and Building Commission*).

P. TAXES AND TAX EXEMPTION CERTIFICATE

The County are generally exempt from any taxes imposed by the State or Federal government. A Tax Exemption Certificate will be provided as applicable.

Q. INDEPENDENT CONTRACTOR

Employees of the Contractor shall not be deemed to be employees of the County and employees of the County shall not be deemed to be employees of the Contractor. The Contractor and the County shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the County's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.

R. EQUAL EMPLOYMENT OPPORTUNITY

In connection with the carrying out of this project, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

S. E-VERIFY

In accordance with Neb. Rev. Stat. 4-108 through 4-114, the Contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section. For information on the E-Verify Program, [go to www.uscis.gov/everify](http://www.uscis.gov/everify).

T. INDEMNIFICATION

The Contractor shall indemnify and hold harmless the County from and against all losses, claims, damages, and expenses, including, attorney's fees arising out of or resulting from the performance of the MOU that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including loss of use resulting therefrom and is caused in whole or in part by the Contractor, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Contractor to indemnify or hold harmless the County for any losses, claims damages, and expenses arising out of or resulting from the sole negligence of the Owners.

In any and all claims against the County or any of its elected officials, members, officers or employees by an employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation listed herein shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under worker's compensation acts, disability benefit acts or other employee benefit acts.

U. WAIVER

County's failure or neglect to enforce any of its rights under this Memorandum will not be deemed to be a waiver of the County's rights.

V. THIRD PARTIES

This Memorandum is not intended to, and does not, create any rights or benefits on behalf of any person, whether an individual or an entity, other than the Parties involved. County shall not be obligated or liable hereunder to any person, whether an individual or an entity, other than Contractor.

The Contractor and the County hereby agree that all the terms and conditions of this MOU shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

The Contractor hereby agrees to this MOU upon completion of signatures on the Vendor Signature Page.

Vendor Signature Page

COOPERATIVE CONTRACT
Offender Monitoring Products, Services and Solutions
U.S. Communities/City and County of Denver, Contract No. 201844994
MOU043
Lancaster County, NE
B.I. Incorporated

EXECUTION BY CONTRACTOR

IF A CORPORATION:

Attest:

Roh Shyue Seal
Secretary VP, Financial Planning

B.I. Inc.
Name of Corporation

6245 Gunbarrel Ave., Ste. B, Boulder, CO 80301
Address

By: Ruth Skerjanc
Duly Authorized Official

VP, Financial Planning
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

Address

By: _____
Member

By: _____
Member

IF AN INDIVIDUAL:

Name

Address

Signature

Lancaster County Signature Page

COOPERATIVE CONTRACT
Offender Monitoring Products, Services and Solutions
U.S. Communities/City and County of Denver, Contract No. 201844994
MOU043
Lancaster County, NE
B.I. Incorporated

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

The Board of County Commissioners of
Lancaster, Nebraska

Deputy Lancaster County Attorney

dated _____

SCHEDULE A

TO THE
ELECTRONIC MONITORING SERVICE AGREEMENT – US COMMUNITIES
Contract No. SAFTY-201844994-00 ("Agreement")
between
BI INCORPORATED ("BI")
and
LANCASTER COUNTY ("Agency")

Pursuant to Master Agreement No. 201844994*, the cost to Agency for the services rendered by BI shall be as follows:

Service – Standard Automated

HOMEGUARD 200 UNIT VOLUME PRICING AND ADDITIONAL SERVICES:

Unit Quantity	Rental/Spare Charge Per Unit/Per Day	Monitoring Service Charge Per Unit /Per Active Day	Total Charge Per Unit/Per Active Day
1 - 25	\$1.05	\$0.90	\$1.95
26 - 50	\$1.05	\$0.90	\$1.95
51 - 75	\$1.05	\$0.90	\$1.95
76 - 100	\$1.05	\$0.90	\$1.95
101 - 125	\$0.85	\$0.75	\$1.60
126 - 150	\$0.85	\$0.75	\$1.60
151 - 175	\$0.85	\$0.75	\$1.60
176 - 200	\$0.85	\$0.75	\$1.60
201 - 500	\$0.85	\$0.75	\$1.60
501+	\$0.85	\$0.75	\$1.60

ADDITIONAL SERVICES:

Thirty Percent (30%) HomeGuard 200 Unit No-charge Spares: Each month during the term of this Agreement, Agency is entitled to keep a quantity of HomeGuard 200 Units equal to, but not to exceed, 30% of that month's average number of active HomeGuard 200 Units per day in its possession at no charge (not subject to the Unit Rental Charge while not in use). For any inactive HomeGuard 200 Units in excess of the 30% allowance, Agency will incur a spare charge per unit per day based on the applicable tier charge for Rental/Spare Charge per Unit/Per Day listed in the table above.

No HomeGuard 200 Unit Loss or Damage: Agency is not entitled to a loss or damage allowance. Agency will be responsible for all costs related to lost, stolen or damaged HomeGuard 200 Units.

Replacement costs for HomeGuard 200 Units are the following: HomeGuard 200 Base Station - \$850.00 each and HomeGuard 200 Transmitter - \$350.00 each.

*Also referred to as: SAFTY-201844994-00

HOMEGUARD 206 UNIT VOLUME PRICING AND ADDITIONAL SERVICES:

Unit Quantity	Rental/Spare Charge Per Unit/Per Day	Monitoring Service Charge Per Unit /Per Active Day	Total Charge Per Unit/Per Active Day
1 - 25	\$1.85	\$0.90	\$2.75
26 - 50	\$1.85	\$0.90	\$2.75
51 - 75	\$1.85	\$0.90	\$2.75
76 - 100	\$1.85	\$0.90	\$2.75
101 - 125	\$1.85	\$0.90	\$2.75
126 - 150	\$1.85	\$0.90	\$2.75
151 - 175	\$1.85	\$0.90	\$2.75
176 - 200	\$1.85	\$0.90	\$2.75
201 - 500	\$1.85	\$0.90	\$2.75
501+	\$1.85	\$0.90	\$2.75

ADDITIONAL SERVICES:

Thirty Percent (30%) HomeGuard 206 Digital Cell Unit No-charge Spares: Each month during the term of this Agreement, Agency is entitled to keep a quantity of inactive HomeGuard 206 Digital Cell Units equal to, but not to exceed, 30% of that month's average number of active Units per day in its possession at no charge (not subject to the Unit Rental Charge while not in use). For any inactive HomeGuard 206 Digital Cell Units in excess of the 30% allowance, Agency will incur a spare charge per unit per day based on the applicable tier charge for Rental/Spare Charge per Unit/Per Day listed in the table above.

No HomeGuard 206 Digital Cell Unit Loss or Damage: Agency is not entitled to a loss or damage allowance. Agency will be responsible for all costs related to lost, stolen or damaged HomeGuard 206 Digital Cell Units.

Replacement costs for HomeGuard 206 Digital Cell Units are the following: HomeGuard 206 Digital Cell Base Station - \$1500.00 each and HomeGuard 206 Digital Cell Transmitter - \$350.00 each.

*Also referred to as: SAFTY-201844994-00

BI SL2™ UNIT VOLUME PRICING AND ADDITIONAL SERVICES:

Unit Quantity	Rental/Spare Charge Per Unit/Per Day	Monitoring Service Charge Per Unit /Per Active Day	Total Charge Per Unit/Per Active Day
1 - 25	\$2.85	\$2.60	\$5.45
26 - 50	\$2.85	\$2.60	\$5.45
51 - 75	\$2.85	\$2.60	\$5.45
76 - 100	\$2.85	\$2.60	\$5.45
101 - 125	\$2.85	\$2.60	\$5.45
126 - 150	\$2.85	\$2.60	\$5.45
151 - 175	\$2.85	\$2.60	\$5.45
176 - 200	\$2.85	\$2.60	\$5.45
201 - 500	\$2.75	\$2.50	\$5.25
501+	\$2.60	\$2.35	\$4.95

ADDITIONAL SERVICES:

Thirty Percent (30%) BI SL2™ Unit No-charge Spares: Each month during the term of this Agreement, Agency is entitled to keep a quantity of inactive SL2 Units equal to, but not to exceed, 30% of that month's average number of active Units per day in its possession at no charge (not subject to the Unit Rental Charge while not in use). For any inactive SL2 Units in excess of the 30% allowance, Agency will incur a spare charge per unit per day based on the applicable tier charge for Rental/Spare Charge per Unit/Per Day listed in the table above.

No BI SL2™ Unit Loss or Damage: Agency is not entitled to a loss or damage allowance. Agency will be responsible for all costs related to lost, stolen or damaged SL2 Units.

Replacement cost for BI SL2™ Units is \$650.00 each.

BI SL2™ Telco Service Charge: Agency-owned SL2 Units are not subject to a Rental/Spare Charge when they are inactive; however, they continue to incur telecom fees. Therefore, the fees listed below will be applied based on the total Inactive Unit Days in a month. "Inactive Unit Days" are the total purchased units times the number of days in the month, minus the total Active Unit Days for the month and the Spare Allowance. An "Active Unit Day" is any day in which a purchased unit is active in the system. The "Spare Allowance" is 20% of all purchased units times the number of days in the month. Units reported lost or damaged beyond repair can be removed from the total inventory. This calculation is performed on a monthly basis with no carryover from one month to the next. Credit will not be provided in connection with this calculation.

Purchased Unit Volume
0 – 25 Purchased Units --- \$0.60 Telco Fee
26 – 50 Purchased Units --- \$0.55 Telco Fee
51 – 100 Purchased Units --- \$0.50 Telco Fee
101 - 200 Purchased Units --- \$0.45 Telco Fee
201 – 300 Purchased Units --- \$0.40 Telco Fee
300+ Purchased Units --- \$0.35 Telco Fee

*Also referred to as: SAFTY-201844994-00

TAD UNIT VOLUME PRICING AND ADDITIONAL SERVICES:

TAD ALCOHOL ONLY:

Unit Quantity	Rental/Spare Charge Per Unit/Per Day	Monitoring Service Charge Per Unit /Per Active Day	Total Charge Per Unit/Per Active Day
1 - 25	\$4.35	\$2.00	\$6.35
26 - 50	\$4.35	\$2.00	\$6.35
51 - 75	\$4.35	\$2.00	\$6.35
76 - 100	\$4.35	\$2.00	\$6.35
101 - 125	\$4.25	\$1.95	\$6.20
126 - 150	\$4.25	\$1.95	\$6.20
151 - 175	\$4.25	\$1.95	\$6.20
176 - 200	\$4.25	\$1.95	\$6.20
201 - 500	\$4.10	\$1.80	\$5.90
501+	\$4.10	\$1.80	\$5.90

ADDITIONAL SERVICES:

Thirty Percent (30%) TAD Unit No-charge Spares: Each month during the term of this Agreement, Agency is entitled to keep a quantity of TAD Units equal to, but not to exceed, 30% of that month's average number of active Units per day in its possession at no charge (not subject to the Unit Rental Charge while not in use). For any inactive TAD Units in excess of the 30% allowance, Agency will incur a spare charge per unit per day based on the applicable tier charge for Rental/Spare Charge per Unit/Per Day listed in the table above.

No TAD Unit Loss or Damage: Agency is not entitled to a loss or damage allowance. Agency will be responsible for all costs related to lost, stolen or damaged TAD Units.

Replacement costs for TAD Units are the following: TAD Ankle Bracelet - \$1,250.00 each; TAD HomeBase - \$1,250.00 each. Ankle Bracelet and HomeBase = TAD Complete Unit.

*Also referred to as: SAFTY-201844994-00

TAD WITH RF:

Unit Quantity	Rental/Spare Charge Per Unit/Per Day	Monitoring Service Charge Per Unit /Per Active Day	Total Charge Per Unit/Per Active Day
1 - 25	\$4.35	\$2.00	\$6.35
26 - 50	\$4.35	\$2.00	\$6.35
51 - 75	\$4.35	\$2.00	\$6.35
76 - 100	\$4.35	\$2.00	\$6.35
101 - 125	\$4.25	\$1.95	\$6.20
126 - 150	\$4.25	\$1.95	\$6.20
151 - 175	\$4.25	\$1.95	\$6.20
176 - 200	\$4.25	\$1.95	\$6.20
201 - 500	\$4.10	\$1.80	\$5.90
501+	\$4.10	\$1.80	\$5.90

ADDITIONAL SERVICES:

Thirty Percent (30%) TAD Unit No-charge Spares: Each month during the term of this Agreement, Agency is entitled to keep a quantity of TAD Units equal to, but not to exceed, 30% of that month's average number of active Units per day in its possession at no charge (not subject to the Unit Rental Charge while not in use). For any inactive TAD Units in excess of the 30% allowance, Agency will incur a spare charge per unit per day based on the applicable tier charge for Rental/Spare Charge per Unit/Per Day listed in the table above.

No TAD Unit Loss or Damage: Agency is not entitled to a loss or damage allowance. Agency will be responsible for all costs related to lost, stolen or damaged TAD Units.

Replacement costs for TAD Units are the following: TAD Ankle Bracelet - \$1,250.00 each; TAD HomeBase - \$1,250.00 each. Ankle Bracelet and HomeBase = TAD Complete Unit.

*Also referred to as: SAFTY-201844994-00

TAD PLUS CELLULAR – ALCOHOL ONLY:

Unit Quantity	Rental/Spare Charge Per Unit/Per Day	Monitoring Service Charge Per Unit/Per Active Day	Cellular HomeBase Rental/Spare Charge Per Unit/Per Day	Total Charge Per Unit/Per Active Day
1 - 25	\$4.35	\$2.00	\$1.35	\$7.70
26 - 50	\$4.35	\$2.00	\$1.35	\$7.70
51 - 75	\$4.35	\$2.00	\$1.35	\$7.70
76 - 100	\$4.35	\$2.00	\$1.35	\$7.70
101 - 125	\$4.25	\$1.95	\$1.35	\$7.55
126 - 150	\$4.25	\$1.95	\$1.35	\$7.55
151 - 175	\$4.25	\$1.95	\$1.35	\$7.55
176 - 200	\$4.25	\$1.95	\$1.35	\$7.55
201 - 500	\$4.10	\$1.80	\$1.32	\$7.22
501+	\$4.10	\$1.80	\$1.32	\$7.22

ADDITIONAL SERVICES:

Thirty Percent (30%) TAD Unit No-charge Spares: Each month during the term of this Agreement, Agency is entitled to keep a quantity of TAD Units equal to, but not to exceed, 30% of that month's average number of active Units per day in its possession at no charge (not subject to the Unit Rental Charge while not in use). For any inactive TAD Units in excess of the 30% allowance, Agency will incur a spare charge per unit per day based on the applicable tier charge for Rental/Spare Charge per Unit/Per Day listed in the table above.

No TAD Unit Loss or Damage: Agency is not entitled to a loss or damage allowance. Agency will be responsible for all costs related to lost, stolen or damaged TAD Units.

Replacement costs for TAD Units are the following: TAD Ankle Bracelet - \$1,250.00 each; TAD HomeBase - \$1,250.00 each. Ankle Bracelet and HomeBase = TAD Complete Unit.

Thirty Percent (30%) TAD Cellular HomeBase Unit No-charge Spares: Each month during the term of this Agreement, Agency is entitled to keep a quantity of TAD Cellular HomeBase Units equal to, but not to exceed, 30% of that month's average number of active Units per day in its possession at no charge (not subject to the Unit Rental Charge while not in use). For any inactive TAD Cellular HomeBase Units in excess of the 30% allowance, Agency will incur a spare charge* per unit per day based on the applicable TAD Cellular HomeBase Unit Quantity tier.

No TAD Cellular HomeBase Unit Loss or Damage: Agency is not entitled to a loss or damage allowance. Agency will be responsible for all costs related to lost, stolen or damaged TAD Cellular HomeBase Units.

Replacement cost for the TAD Cellular HomeBase Unit is \$1,550.00 each.

*Also referred to as: SAFTY-201844994-00

TAD PLUS CELLULAR - WITH RF MONITORING:

Unit Quantity	Rental/Spare Charge Per Unit/Per Day	Monitoring Service Charge Per Unit/Per Active Day	Cellular HomeBase Rental/Spare Charge/ Per Unit/Per Day	Total Charge Per Unit/ Per Active Day
1 - 25	\$4.35	\$2.00	\$1.35	\$7.70
26 - 50	\$4.35	\$2.00	\$1.35	\$7.70
51 - 75	\$4.35	\$2.00	\$1.35	\$7.70
76 - 100	\$4.35	\$2.00	\$1.35	\$7.70
101 - 125	\$4.25	\$1.95	\$1.35	\$7.55
126 - 150	\$4.25	\$1.95	\$1.35	\$7.55
151 - 175	\$4.25	\$1.95	\$1.35	\$7.55
176 - 200	\$4.25	\$1.95	\$1.35	\$7.55
201 - 500	\$4.10	\$1.80	\$1.32	\$7.22
501+	\$4.10	\$1.80	\$1.32	\$7.22

ADDITIONAL SERVICES:

Thirty Percent (30%) TAD Unit No-charge Spares: Each month during the term of this Agreement, Agency is entitled to keep a quantity of TAD Units equal to, but not to exceed, 30% of that month's average number of active Units per day in its possession at no charge (not subject to the Unit Rental Charge while not in use). For any inactive TAD Units in excess of the 30% allowance, Agency will incur a spare charge per unit per day based on the applicable tier charge for Rental/Spare Charge per Unit/Per Day listed in the table above.

No TAD Unit Loss or Damage: Agency is not entitled to a loss or damage allowance. Agency will be responsible for all costs related to lost, stolen or damaged TAD Units.

Replacement costs for TAD Units are the following: TAD Ankle Bracelet - \$1,250.00 each; TAD HomeBase - \$1,250.00 each. Ankle Bracelet and HomeBase = TAD Complete Unit.

Thirty Percent (30%) TAD Cellular HomeBase Unit No-charge Spares: Each month during the term of this Agreement, Agency is entitled to keep a quantity of TAD Cellular HomeBase Units equal to, but not to exceed, 30% of that month's average number of active Units per day in its possession at no charge (not subject to the Unit Rental Charge while not in use). For any inactive TAD Cellular HomeBase Units in excess of the 30% allowance, Agency will incur a spare charge* per unit per day based on the applicable TAD Cellular HomeBase Unit Quantity tier.

No TAD Cellular HomeBase Unit Loss or Damage: Agency is not entitled to a loss or damage allowance. Agency will be responsible for all costs related to lost, stolen or damaged TAD Cellular HomeBase Units.

Replacement cost for the TAD Cellular HomeBase Unit is \$1,550.00 each.

*Also referred to as: SAFTY-201844994-00

LOC8 SERVICE VOLUME PRICING AND ADDITIONAL SERVICES:

OPTION A:

LOC8 WITH 1.30.W5.C30.ZX SERVICE:

LOC8 - GPS Collection Rate once (1) per minute, Data Transmission every 30 minutes, Wi-Fi Locate every 5 minutes (If GPS not found), Cell Tower Locate every 30 minutes (If GPS not found), with Data Transmission at Zone Crossing.

LOC8

1.30 .W5.C30.ZX

Unit Quantity	Rental/Spare Charge Per Unit/Per Day	Monitoring Service Charge Per Unit/Per Active Day	Total Charge Per Unit/Per Active Day
1 - 25	\$2.30	\$1.35	\$3.65
26 - 50	\$2.30	\$1.35	\$3.65
51 - 75	\$2.30	\$1.35	\$3.65
76 - 100	\$2.30	\$1.35	\$3.65
101 - 125	\$2.20	\$1.25	\$3.45
126 - 150	\$2.20	\$1.25	\$3.45
151 - 175	\$2.20	\$1.25	\$3.45
176 - 200	\$2.20	\$1.25	\$3.45
201 - 500	\$2.15	\$1.10	\$3.25
501+	\$2.15	\$1.10	\$3.25

OPTION B:

LOC8 WITH 1.30.W5.C0.ZX SERVICE:

LOC8 - GPS Collection Rate once (1) per minute, Data Transmission every 30 minutes, Wi-Fi Locate every 5 minutes (If GPS not found), no Cell Tower Locate (If GPS not found), with Data Transmission at Zone Crossing.

LOC8

1.30 .W5.C0. ZX

Unit Quantity	Rental/Spare Charge Per Unit/Per Day	Monitoring Service Charge Per Unit/Per Active Day	Total Charge Per Unit/Per Active Day
1 - 25	\$2.30	\$1.35	\$3.65
26 - 50	\$2.30	\$1.35	\$3.65
51 - 75	\$2.30	\$1.35	\$3.65
76 - 100	\$2.30	\$1.35	\$3.65
101 - 125	\$2.20	\$1.25	\$3.45
126 - 150	\$2.20	\$1.25	\$3.45
151 - 175	\$2.20	\$1.25	\$3.45
176 - 200	\$2.20	\$1.25	\$3.45
201 - 500	\$2.15	\$1.10	\$3.25
501+	\$2.15	\$1.10	\$3.25

*Also referred to as: SAFTY-201844994-00

OPTION C:

LOC8 WITH 1.720.W5.C0.ZX SERVICE:

LOC8 - GPS Collection Rate once (1) per minute, Data Transmission every 720 minutes, Wi-Fi Locate every 5 minutes (If GPS not found), no Cell Tower Locate (If GPS not found), with Data Transmission at Zone Crossing.

LOC8

1.720.W5.C0.ZX

Unit Quantity	Rental/Spare Charge Per Unit/Per Day	Monitoring Service Charge Per Unit/Per Active Day	Total Charge Per Unit/Per Active Day
1 - 25	\$2.30	\$1.35	\$3.65
26 - 50	\$2.30	\$1.35	\$3.65
51 - 75	\$2.30	\$1.35	\$3.65
76 - 100	\$2.30	\$1.35	\$3.65
101 - 125	\$2.20	\$1.25	\$3.45
126 - 150	\$2.20	\$1.25	\$3.45
151 - 175	\$2.20	\$1.25	\$3.45
176 - 200	\$2.20	\$1.25	\$3.45
201 - 500	\$2.15	\$1.10	\$3.25
501+	\$2.15	\$1.10	\$3.25

OPTION D:

LOC8 WITH 1.720.W5.C0.NZ SERVICE:

LOC8 - GPS Collection Rate once (1) per minute, Data Transmission every 720 minutes, Wi-Fi Locate every 5 minutes (If GPS not found), no Cell Tower Locate (If GPS not found), with no Data Transmission at Zone Crossing.

LOC8

1.720.W5.C0. NZ

Unit Quantity	Rental/Spare Charge Per Unit/Per Day	Monitoring Service Charge Per Unit/Per Active Day	Total Charge Per Unit/Per Active Day
1 - 25	\$2.30	\$1.35	\$3.65
26 - 50	\$2.30	\$1.35	\$3.65
51 - 75	\$2.30	\$1.35	\$3.65
76 - 100	\$2.30	\$1.35	\$3.65
101 - 125	\$2.20	\$1.25	\$3.45
126 - 150	\$2.20	\$1.25	\$3.45
151 - 175	\$2.20	\$1.25	\$3.45
176 - 200	\$2.20	\$1.25	\$3.45
201 - 500	\$2.15	\$1.10	\$3.25
501+	\$2.15	\$1.10	\$3.25

*Also referred to as: SAFTY-201844994-00

ADDITIONAL SERVICES:

Thirty Percent (30%) LOC8 Unit No-charge Spares: Each month during the term of the Agreement, Agency is entitled to keep a quantity of LOC8 units equal to, but not to exceed, 30% of that month's average number of active Units per day in its possession at no charge (not subject to the Rental Charge while not in use). For any inactive LOC8 Units in excess of the 30% allowance, Agency will incur a spare charge per unit per day based on the applicable tier charge for Rental/Spare Charge per Unit/Per Day listed in the table above.

No LOC8 Unit Loss or Damage: Agency is not entitled to a loss or damage allowance. Agency will be responsible for all costs related to lost, stolen or damaged LOC8 Equipment.

Replacement costs: LOC8 Tracking – \$1,950.00 each; LOC8 Beacon - \$250.00 each.

*Also referred to as: SAFTY-201844994-00

EMLancasterCty_NE19_USC

BI SmartLINK™ TERMS AND CHARGES

BI SmartLINK™ is a software application designed to be installed on a smart phone. Upon acceptance of the BI SmartLINK Terms of Use, designated Clients may download and use the application on their smartphones. It provides clients with supervision related calendaring and community resource information. Clients can also be required to use the app's check-in capabilities to verify their location or periodically report their status. During each check-in, the client's identity is verified using biometric technology. The application's modular design allows officers to control what functionality and information is delivered to the client's phone from within TotalAccess.

Requirements: Apple iOS or Android (Operating System powered) smartphone. Specific Requirements available.

BI SmartLINK™ Suite: (Package – Calendar; Check In-Facial Recognition; Community Resources; Document; Location Sampling; Messages; Self Report-Facial Recognition; Supervision Terms)

Unit Quantity	Charge per Assigned Day
1 - 150	\$ 1.00
151 - 500	\$ 0.95
500 +	\$ 0.90

BI Analytics™ TERMS AND CHARGES

The BI Analytics™ software package supports managers and officers in making informed decisions quickly and effectively by providing graphical and textual representations of analyses derived from an agency's electronic monitoring data.

BI Analytics can be used with RF and GPS clients. After the first month the agency will be billed at the contractual rate for BI Analytics on all RF and GPS active days

BI Analytics™ – Module I (Priority Analytics) & Module II (Proximity Analytics): \$0.25

*Also referred to as: SAFTY-201844994-00

AGREEMENT

THIS AGREEMENT (“**Agreement**”) is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (“**City**”), and **B.I. Incorporated**, a Colorado corporation, with a principal place of business as 6265 Gunbarrel Avenue, Suite B, Boulder, Colorado 80301 (“**Contractor**” and collectively referred to as the “**Parties**”).

WITNESSETH:

WHEREAS, the City desires the Contractor to perform offender monitoring services for various City agencies; and

WHEREAS, the Contractor has the present capacity and is experienced and qualified to provide such services.

NOW THEREFORE, in consideration of the mutual agreements herein contained, and subject to the terms and conditions herein stated, the Parties agree as follows:

1. WORK TO BE PERFORMED:

A. Services: The Contractor shall diligently and professionally, under the general direction of the Executive Director of the Department of Safety (“**City Representative**”), perform offender monitoring and related services, all as more particularly described in **Exhibit A**, the **Scope of Work and Pricing** (“**Work**”), incorporated herein by this reference and made a part of this Agreement as if set forth in full herein. The Contractor shall faithfully perform the work required under this Agreement in accordance with the standards of care, skill, training, diligence and judgment provided by highly competent professionals who perform work of a similar nature to the work described in this Agreement. Any professional services specified under this Agreement which requires the employment of licensed or registered personnel shall be performed by licensed or registered personnel.

B. Oversight: The Contractor shall conduct the work under the general direction of and in coordination with the City Representative, or other designated City officials and make every reasonable effort to fully coordinate all services with any City agency or any person or firm under contract with the City doing work which affects the Contractor’s work. All records, data, specifications and documentation prepared by the Contractor under this Agreement, when delivered to and accepted by the City Representative, shall become the property of the City. The Contractor agrees to allow the City to review any of the procedures

used by it in doing the work under this Agreement and to make available for inspection all notes and other documents used in performing the work.

C. Conflict of Interest: The Contractor shall provide the services under this Agreement with the highest ethical standards. In the event that the Contractor determines to provide similar services to other parties not previously disclosed to the City, the Contractor shall first notify the City Representative of the proposed undertaking. In the event that the proposed undertaking creates a conflict of interest or a potential for conflict of interest, as may be determined in the sole discretion of the City Representative, the City may terminate this Agreement immediately. The Contractor shall notify the City Representative immediately upon becoming aware of any circumstances that create a conflict of interest or potential for conflict of interest. In the event that during the term of this agreement, circumstances arise to create a conflict of interest or a potential for conflict of interest, the City may terminate this Agreement immediately.

2. TERM: The term of the Agreement is from **February 1, 2019**, until **January 31, 2022**, or until the Maximum Contract Amount specified in sub-section 3.A. below is expended and all of the Services specified in **Exhibit A** has been satisfactorily performed, whichever is sooner, unless this Agreement is terminated earlier as provided in this Agreement or is extended as provided in a separate amendment to this Agreement (“**Term**”). Subject to the City Representative’s prior written authorization, the Contractor shall complete any work in progress as of the expiration date and the Term of the Agreement will extend until the work is completed or earlier terminated by the City Representative. The City may elect, in its sole and absolute discretion, to extend the Term for up to two (2) additional one (1) year periods. Any extension of the Term shall be in writing and shall be executed in the same manner as this Agreement.

3. COMPENSATION AND PAYMENT:

A. Maximum Contract Amount: The Maximum Contract Amount to be paid by the City to the Contractor for the performance of the work set out in **Exhibit A** shall in no event exceed the sum of **Five Million Dollars and Zero Cents (\$5,000,000.00)**, unless this

Agreement is modified to increase said amount by a duly authorized and written amendment to this Agreement executed by the Parties in the same manner as this Agreement.¹

B. Payments: Monthly payments shall be made to the Contractor in accordance with the progress of the work as set out in **Exhibit A** attached hereto and incorporated herein by this reference. Monthly invoices submitted by the Contractor to the City Representative must fully document services rendered and hours spent providing the specified services, and any other authorized and actually incurred expenses, and must be approved by the City Representative in writing in order to be eligible for compensation under this Agreement. All invoicing and payments are subject to the City's Prompt Payment Ordinance, §§ 20-107 through 20-118, D.R.M.C.

C. Subject to Appropriation; No Multiple Year Obligation: It is understood and agreed that any payment obligation of the City hereunder, whether direct or contingent, shall extend only to funds appropriated by the Denver City Council for the purpose of this Agreement, encumbered for the purpose of the Agreement and paid into the Treasury of the City. The Contractor acknowledges that (i) the City does not by this Agreement, irrevocably pledge present cash reserves for payments in future fiscal years, and (ii) this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

D. Amendment: The Contractor acknowledges that the City is not obligated to execute an amendment to this Agreement for any further phase of work by the Contractor other than the work described in **Exhibit A**, and that any further phase of work performed by Contractor beyond that specifically described or without an amendment to this Agreement is performed at Contractor's risk and without authorization under this Agreement.

4. TERMINATION:

A. Termination for Convenience of the City: The City Representative, upon giving twenty (20) calendar days written notice (unless a longer period is given), may terminate this Agreement, in whole or part, when it is in the best interest of the City as determined by the City Representative. Any unfinished portion of the work shall be faithfully and timely performed by the Contractor to the extent directed by the City Representative (in the City

¹ This maximum contract amount is specific to the City and County of Denver, and does not limit other participating U.S. Communities jurisdictions from increasing or decreasing their contract amounts.

Representative's discretion), and compensation for all such authorized Work performed shall be paid to the Contractor in accordance with this Agreement.

B. Termination for Cause: The City and the Contractor shall each have the right to terminate this Agreement, with cause, upon written notice to the other party. A termination shall be deemed "with cause" when it is based on a material breach of the covenants or a substantial default under this Agreement which has not been corrected or resolved to the satisfaction of the non-breaching or non-defaulting party within a reasonable time specified by the non-breaching or non-defaulting party in a written notice to the breaching or defaulting party. In addition, the City shall have the right to terminate this Agreement immediately for cause if the Contractor or any of its officers or employees are convicted, plead *nolo contendere*, enter into a formal agreement in which they admit guilt, enter a plea of guilty, or otherwise admit culpability to criminal offenses of bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature, in connection with the Contractor's business. Nothing herein shall be construed as giving the Contractor the right to continue performing work under this Agreement beyond the time when the City Representative notifies the Contractor that the Contractor's work has become unsatisfactory to the City Representative and the City Representative is terminating the Agreement, except to the extent that the City Representative specifies certain work to be completed prior to terminating this Agreement.

C. Compensation: If this Agreement is terminated by the City for cause, the Contractor shall be compensated for all work satisfactorily completed and delivered to the City, and such compensation shall be limited to: (1) the sum of the amounts contained in invoices already submitted and approved by the City Representative and (2) the cost of any work which the City Representative authorizes in writing which the City Representative determines is needed to accomplish an orderly termination of the work. If this Agreement is terminated by the City without cause or by the Contractor with cause, the Contractor shall also be compensated for any reasonable costs the Contractor has actually incurred in performing authorized work hereunder prior to the date on which all work is terminated. Upon termination of this Agreement by the City, the Contractor shall have no claim of any kind whatsoever against the City by reason of such termination or by reason of any act incidental thereto, except for compensation for work satisfactorily performed as described herein.

D. Product Delivery: If this Agreement is terminated for any reason, the City shall take possession of all materials, equipment, tools and facilities owned by the City which the Contractor is using by whatever method the City deems expedient. The Contractor shall deliver to the City all drafts or other documents the Contractor has completed or partially completed under this Agreement, together with all other items, materials and documents which have been paid for by the City. These documents and materials shall be the property of the City. Copies of work product incomplete at the time of termination shall be marked "DRAFT-INCOMPLETE".

5. RIGHTS AND REMEDIES NOT WAIVED: In no event shall any action or inaction, including any payments to the Contractor, by the Contractor constitute or be construed to be a waiver by the City of any breach of covenant or default which may then exist on the part of the Contractor, and the City's action or inaction when any such breach or default shall exist shall not impair or prejudice any right or remedy available to the City with respect to such breach or default. No assent, expressed or implied, to any breach or default shall be deemed or taken to be a waiver of any other breach or default.

6. INDEPENDENT CONTRACTOR: It is understood and agreed that the status of the Contractor shall be that of an independent contractor and an entity or person retained on a contractual basis to perform professional or technical services for limited periods of time as described in Section 9.1.1.E.x. of the Charter of the City. It is not intended, nor shall it be construed, that the Contractor or the Contractor's employees, agents, or subcontractors are employees or officers of the City under Chapter 18 of the Denver Revised Municipal Code or for any purpose whatsoever. The Contractor is responsible for the operational management, errors and omissions of the Contractor's employees, agents, and subcontractors. Without limiting the foregoing, the Contractor understands and acknowledges that the Contractor and the Contractor's employees, agents and subcontractors: a) are not entitled to workers' compensation benefits through the City; b) are not entitled to unemployment insurance benefits unless unemployment compensation coverage is provided by the Contractor or some other entity besides the City; and c) are obligated to pay federal and state taxes on any monies earned pursuant to this Agreement. Furthermore, it is understood and agreed that nothing in this Agreement is intended, or shall be construed, to constitute a joint venture between the Parties.

7. COMPLIANCE WITH M/WBE REQUIREMENTS: Agreement is subject to Article III, Divisions 1 and 3 of Chapter 28, Denver Revised Municipal Code (D.R.M.C.),

designated as Sections 28-31 to 28-36 and 28-52 to 28-90 D.R.M.C. (the “M/WBE Ordinance”) and any Rules or Regulations promulgated pursuant thereto. Under § 28-72 D.R.M.C., a Consultant has an ongoing, affirmative obligation to maintain for the duration of this Agreement, at a minimum, compliance with its originally achieved level of MBE and WBE participation upon which this Agreement was awarded, unless the City initiates a material alteration to the scope of work affecting MBEs or WBEs performing on this Agreement through change order, contract amendment, force account, or as otherwise described in § 28-73 D.R.M.C.

8. INSURANCE:

A. General Conditions: The Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. The Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for three (3) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as “A-VIII” or better. Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the required policies is canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the Parties identified in the notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, the Contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City’s contract number. The Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

B. Proof of Insurance: The Contractor shall provide a copy of this Agreement to its insurance agent or broker. The Contractor may not commence services or work relating to the Agreement prior to placement of coverage. The Contractor certifies that the certificate of insurance attached as **Exhibit B**, preferably an ACORD certificate, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the Certificate. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

C. Additional Insureds: For Commercial General Liability, Professional Liability and Business Auto Liability, the Contractor and subcontractor's insurer(s) shall name the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

D. Waiver of Subrogation: For Commercial General Liability, Business Automobile Liability, and Workers Compensation; the Contractor's insurer shall waive subrogation rights against the City.

E. Subcontractors: All subcontractors (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Contractor. The Contractor shall include all such subcontractors and as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and maintain the required coverages. The Contractor agrees to provide proof of insurance for all such subcontractors upon request by the City.

F. Workers' Compensation/Employer's Liability Insurance: The Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. The Contractor expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of the Contractor's officers or employees who may be eligible under any

statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date the Contractor executes this Agreement.

G. Commercial General Liability: The Contractor shall maintain a Commercial General Liability insurance policy with limits of \$1,000,000 for each claim made, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate.

H. Business Automobile Liability: The Contractor shall maintain Business Automobile Liability with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.

I. Technology Errors & Omissions including Cyber Liability: Contractor shall maintain Technology Errors and Omissions insurance including cyber liability, network security, privacy liability and product failure coverage with limits of \$250,000 per occurrence and \$250,000 policy aggregate.

J. Additional Provisions:

(1) For Commercial General Liability the policy must provide the following:

- (i) That this Agreement is an Insured Contract under the policy;
- (ii) Defense costs in excess of policy limits;
- (iii) A severability of interests, separation of insureds or cross liability provision; and
- (iv) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.

(2) For claims-made coverage, the retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier.

(3) The Contractor shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At the Contractor's own expense, where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Contractor shall procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

9. **DEFENSE & INDEMNIFICATION:**

A. The Contractor hereby agrees to defend, indemnify, and hold harmless the City, its appointed and elected officials, agents and employees against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement (“Claims”), unless and until such Claims have been specifically determined by the trier of fact to be due to the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of the Contractor or its sub-Contractors or subcontractors either passive or active, irrespective of fault, including the City’s concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of the City.

B. The Contractor’s duty to defend and indemnify the City shall arise at the time written notice of the Claim is first provided to the City regardless of whether an action has been filed in court on the Claim. The Contractor’s duty to defend and indemnify the City shall arise even if the City is the only party sued and/or it is alleged that the City’s negligence or willful misconduct was the sole cause of the alleged damages.

C. The Contractor will defend any and all Claims which may be brought or threatened against the City and will pay on behalf of the City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of the City shall be in addition to any other legal remedies available to City and shall not be considered the City’s exclusive remedy.

D. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary for the City’s protection.

E. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

10. **COLORADO GOVERNMENTAL IMMUNITY ACT:** The Parties hereto understand and agree that the City is relying upon, and has not waived, the monetary limitations

and all other rights, immunities and protection provided by the Colorado Governmental Act, § 24-10-101, *et seq.*, C.R.S.

11. **PERMITS, LICENSES, TAXES, CHARGES AND PENALTIES:** The Contractor agrees to pay promptly all taxes, excises, license fees, and permit fees of whatever nature applicable to its operations or activities under this Agreement, and to take out and keep current all required licenses or permits (federal, state, or local) required for the conduct of its business hereunder, and further agrees not to permit any of said taxes, excises or license or permit fees to become delinquent. The Contractor further agrees to pay promptly when due all bills, debts and obligations incurred by it in connection with its operations and the performance of this Agreement and not to permit the same to become delinquent. The City shall not be liable for the payment of taxes, late charges or penalties of any nature, except for any additional amounts which the City may be required to pay under § 20-107 to § 20-115, D.R.M.C. The City is a tax exempt entity.

12. **EXAMINATION OF RECORDS:** The Contractor agrees that any duly authorized representative of the City, including the City Auditor, shall, until the expiration of three (3) years after the final payment under this Agreement, have access to and the right to examine any books, documents, papers and records of the Contractor, involving transactions related to this Agreement.

13. **ASSIGNMENT & SUBCONTRACT:** Unless otherwise expressly provided in this Agreement, the Contractor covenants and agrees that the Contractor will not assign, transfer or subcontract the Contractor's rights and obligations hereunder without first obtaining the written consent of the City Representative. Any assignment or subcontract approved by the City Representative may require new or extended insurance being provided by the Contractor or the Contractor's assignee or subcontractor, as specified in the City Representative's written consent. Any attempt by the Contractor to assign, transfer or subcontract the Contractor's rights and obligations hereunder without such prior written consent of the City Representative may, at the option of said City Representative, terminate this Agreement and all rights of the Contractor hereunder. Such consent may be granted or denied at the sole and absolute discretion of said City Representative.

A. **Approved Subcontract.** With prior written consent of the City Representative, the Contractor may subcontract portions of the Work. The Contractor is

prohibited from hiring any subcontractor currently debarred by the City under section 20-77 of the Denver Revised Municipal Code. A subcontract does not create, and shall not be interpreted as creating, any contractual relationship or privity of contract between the City and any subcontractor. The acceptance or rejection of a proposed subcontractor shall not create in that subcontractor a right to any subcontract nor shall said acceptance or rejection relieve the Contractor of its responsibilities for the Work of any subcontractor. The Contractor shall be responsible for any acts or omissions of its subcontractors, suppliers and personnel. In addition, all Work performed for the Contractor by a subcontractor or supplier shall be pursuant to an agreement between the Contractor and the subcontractor or supplier which shall contain provisions that:

1. Require the subcontractor or supplier to be bound to the Contractor by the terms of this Agreement;
2. Require all subcontracted Work to be performed in accordance with the requirements of the Agreement, and, that with respect to the Work the subcontractor or supplier performs, that the subcontractor or supplier assume toward the Contractor all the obligations and responsibilities which the Contractor assumes toward the City;
3. Preserve and protect the rights of the City with respect to the Work to be performed so that the subcontracting thereof will not prejudice those rights;
4. Require each of its subcontractors or suppliers to include in their contracts with lower tier subcontractors or suppliers these same requirements; and
5. Require each subcontractor or supplier to make copies of this Agreement available to the subcontractor's or supplier's subcontractors or suppliers. The Contractor shall make available to each proposed subcontractor or supplier, prior to the execution of the subcontract, copies of this Agreement.

B. Performance and Payment Bond. If the Contractor subcontracts any of the Work, the Contractor, at the sole discretion of the City, may be required to issue one or more performance or payment bonds in favor of the City

14. **NO THIRD PARTY BENEFICIARY:** The Parties understand and expressly agree that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties. Nothing contained in this Agreement shall give or allow any such claim or right of action by any third person. It is the express intention of the Parties that any person other than the City or the Contractor receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

15. **NO AUTHORITY TO BIND CITY TO CONTRACTS:** The Contractor has no authority to bind the City on any contractual matters. Final approval of all contractual matters which obligate the City must be executed by the City, as required by Charter and ordinance.

16. **INTEGRATION & AMENDMENTS:** This Agreement, including the exhibits and attachments hereto (each of which is specifically incorporated herein), is intended as the complete integration of all understandings between the Parties. No prior or contemporaneous addition, deletion, or other modification hereto shall have any force or effect, unless embodied in this Agreement in writing. No subsequent novation, renewal, addition, deletion, or other modification shall have any force of effect unless embodied in a written amendment to this Agreement properly executed by the Parties. Any oral representation by any officer or employee of the City at variance with terms and conditions of this Agreement or any written amendment to this Agreement shall not have any force or effect nor bind the City.

17. **SEVERABILITY:** The Parties agree that if any provision of this Agreement or any portion thereof is held by a court of competent jurisdiction to be invalid, illegal, unenforceable, or in conflict with any law, except for the provisions of the Agreement requiring prior appropriation of funds and limiting the total amount payable by the City, the validity of the remaining portions or provisions shall not be affected, if the intent of the Parties can be fulfilled.

18. **CONFLICT OF INTEREST:**

A. No employee of the City shall have any personal or beneficial interest in the services or property described in the Agreement; and the Contractor shall not hire, or contract for services with, any employee or officer of the City in violation of the City's Code of Ethics, D.R.M.C. §2-51, et seq. or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.

B. The Contractor shall not engage in any transaction, activity or conduct which would result in a conflict of interest under this Agreement. The Contractor represents that the Contractor has disclosed any and all current or potential conflicts of interest. A conflict of

interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Contractor by placing the Contractor's own interests, or the interests of any party with whom the Contractor has a contractual arrangement, in conflict with those of the City. The legislative agenda, priorities, actions, and needs of the City shall take precedence over any other obligations (contractual or otherwise, direct or indirect) of the Contractor. The City, in its sole discretion, shall determine the existence of a conflict of interest and may terminate this Agreement in the event such a conflict exists after the City has given the Contractor written notice which describes the conflict.

19. **NOTICES:** Notices concerning the termination of this Agreement, notices of alleged or actual violations of the terms or conditions of this Agreement, and other notices of similar importance, including changes to the persons to be notified or their addresses, shall be made:

By City to: B.I. Incorporated
6265 Gunbarrel Avenue, Suite B
Boulder, CO 80301

By Contractor to: Community Corrections Division
City and County of Denver
303 West Colfax Avenue, Suite 1700
Denver, Colorado 80204

All notices shall be in writing and provided by either personal delivery, certified mail, return receipt requested, or overnight courier. All notices are effective upon personal delivery or upon placing in the United States mail or with the courier service.

20. **DISPUTES:** All disputes of whatsoever nature between the City and the Contractor regarding this Agreement shall be resolved by administrative hearings pursuant to the procedure established by Denver Revised Municipal Code ("D.R.M.C."), § 56-106(b), *et seq.* For the purposes of that procedure, the City official rendering a final determination shall be the City Representative.

21. **GOVERNING LAW; COMPLIANCE WITH LAW; VENUE:**

A. **Governing Law:** This Agreement shall be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the Charter and Revised Municipal Code of the City and County of Denver, and the ordinances, regulations and Executive Orders enacted and/or promulgated pursuant thereto, including any amendments. The

Charter and Revised Municipal Code of the City and County of Denver, as the same may be amended from time to time, are hereby expressly incorporated into this Agreement as if fully set out herein by this reference.

B. Compliance with Law: The Contractor shall perform or cause to be performed all services and Work under this Agreement in full compliance with all applicable laws, ordinances, codes, rules, regulations and executive orders of the United States of America, the State of Colorado, and the City and County of Denver.

C. Venue: Venue for any legal action relating to this Agreement shall lie in the District Court in and for the City and County of Denver.

22. NO DISCRIMINATION IN EMPLOYMENT: In connection with the performance of Work under this Agreement, the Contractor agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, or physical or mental disability. The Contractor shall insert the foregoing provision in all subcontracts.

23. SMALL BUSINESS ENTERPRISES: The Contractor shall make a good faith effort to utilize qualified and available Small Business Enterprises (SBE) to the extent required by § 28-205, *et seq.*, D.R.M.C.

24. PREVAILING WAGES: Employees of the Contractor or the Contractor's subcontractors are subject to the payment of prevailing wages pursuant to § 20-76, D.R.M.C., depending upon the nature of their work. By executing this Agreement, the Contractor covenants and affirms that the Contractor is familiar with the prevailing wages provisions and is prepared to pay or cause to be paid prevailing wages required by the scope of work of the Contractor or the Contractor's subcontractors. A copy of the City's latest update to Prevailing Wage Schedules is attached hereto and incorporated herein as **Exhibit D**.

25. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS: The Contractor shall cooperate and comply with the provisions of Executive Order 94 concerning the use, possession or sale of alcohol or drugs. Violation of this provision or refusal to cooperate with implementation of the policy can result in the City barring the Contractor from City facilities or participating in City operations.

26. **PROPRIETARY OR CONFIDENTIAL INFORMATION; OPEN RECORDS:**

A. **City Information:** The Contractor acknowledges and accepts that, in performance of all Work under the terms of this Agreement, the Contractor may have access to proprietary data or confidential information that may be owned or controlled by the City, and that the disclosure of such proprietary data or confidential information may be damaging to the City or third parties. The Contractor agrees that all information designated or marked as proprietary data or confidential information and provided or otherwise disclosed by the City to the Contractor shall be held in confidence and used only in the performance of the Contractor's obligations under this Agreement. The Contractor shall exercise the same standard of care to protect such proprietary data and confidential information as a reasonably prudent Contractor would to protect the Contractor's own proprietary data or confidential information. Proprietary data and confidential information shall include, but not limited to, any materials or information which is designated or marked "Proprietary" or "Confidential" by the City or its agents, provided to or made available to the Contractor by the City subject to a confidentiality agreement or notice of confidentiality, or used by the City under a licensing agreement or other authorization by the owner of the materials or information. Proprietary data and confidential information may be in hardcopy, printed, digital or electronic format.

(1) **Use of Proprietary Data or Confidential Information:** Except as expressly provided by the terms of this Agreement and subject to written permission of the City Representative, the Contractor agrees that the Contractor shall not disclose, disseminate, transmit, license, sublicense, assign, lease, release, publish, post on the internet, transfer, sell, permit access to, distribute, allow interactive rights to, or otherwise make available the proprietary data or confidential information, or any part thereof, or any repackaged form of the proprietary data or confidential information, or any part thereof, to any other person, party or entity in any form or media for any purpose other than performing the Contractor's obligations under this Agreement. The Contractor further acknowledges that by providing this proprietary data or confidential information, the City is not granting to the Contractor any right or license to use such data or information except as provided in this Agreement.

The Contractor agrees that any ideas, concepts, knowledge, computer programs, or data processing techniques provided by the City in connection with this Agreement,

including any proprietary data or any confidential information, shall be deemed to be the sole property of the City and all rights, including copyright, shall be reserved to the City. The Contractor agrees, with respect to the proprietary data and confidential information, that: (1) the Contractor shall not copy, recreate, reverse, engineer or decompile such data, in whole or in part, unless authorized in writing by the City Representative; (2) the Contractor shall retain no copies, recreations, compilations, or decompilations, in whole or in part, of such data or information; (3) the Contractor shall, upon the expiration or earlier termination of the Agreement, destroy (and, in writing, certify destruction) or return all such data or information or work products incorporating such data or information to the City.

(2) **Employees and Subcontractors:** The Contractor shall inform the Contractor's employees and officers of the obligations under this Agreement, and all requirements and obligations of the Contractor under this Agreement shall survive the expiration or earlier termination of this Agreement. The Contractor shall not disclose proprietary data or confidential information to subcontractors unless such subcontractors are bound by non-disclosure and confidentiality provisions at least as strict as those contained in this Agreement.

(3) **Disclaimer:** Notwithstanding any other provision of this Agreement, the City is furnishing proprietary data and confidential information on an "as is" basis, without any support whatsoever, and without representation, warranty or guarantee, including but not in any manner limited to, fitness, merchantability or the accuracy and completeness of the proprietary data or confidential information. The Contractor is hereby advised to verify the Contractor's Work performed in reliance upon the proprietary data or confidential information. The City assumes no liability for any errors or omissions herein. Specifically, the City is not responsible for any costs including, but not limited to, those incurred as a result of lost revenues, loss of use of data, the costs of recovering such programs or data, the cost of any substitute program, claims by third parties, or for similar costs. If discrepancies are found, the Contractor agrees to contact the City immediately.

B. Contractor's Information: The Parties understand that all the material provided or produced under this Agreement may be subject to the Colorado Open Records Act., § 24-72-201, *et seq.*, C.R.S., and that in the event of a request to the City for disclosure of such information, the City shall advise the Contractor of such request in order to give the Contractor the opportunity to object to the disclosure of any of the Contractor's proprietary or confidential

material. In the event of the filing of a lawsuit to compel such disclosure, the City will tender all such material to the court for judicial determination of the issue of disclosure and the Contractor agrees to intervene in such lawsuit to protect and assert the Contractor's claims of privilege and against disclosure of such material or waive the same. The Contractor further agrees to defend, indemnify and save and hold harmless the City, its officers, agents and employees, from any claim, damages, expense, loss or costs arising out of the Contractor's intervention to protect and assert the Contractor's claim of privilege against disclosure under this subsection including, but not limited to, prompt reimbursement to the City of all reasonable attorney fees, costs and damages that the City may incur directly or may be ordered to pay by such court.

27. **INTELLECTUAL PROPERTY RIGHTS:** The Parties intend that all property rights to any and all materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, music, sketches, plans, drawings, prints, photographs, specifications, software, data, products, ideas, inventions, and any other work or recorded information created by the Contractor and paid for by the City pursuant to this Agreement, in preliminary or final forms and on any media whatsoever (collectively, "Materials"), shall belong to the City. The Contractor shall disclose all such Materials to the City. To the extent permitted by the U.S. Copyright Act, 17 USC § 101, *et seq.*, the Materials are a "work made for hire" and all ownership of copyright in the Materials shall vest in the City at the time the Materials are created. To the extent that the Materials are not a "work made for hire," the Contractor hereby sells, assigns and transfers all right, title and interest in and to the Materials to the City, including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such copyright, patent, trademark and other intellectual property rights in perpetuity.

28. **SOFTWARE PIRACY PROHIBITION:** The Contractor shall perform no work under this Agreement that results in or from the acquisition, operation, maintenance, or use of computer software in violation of United States copyright laws or applicable licensing restrictions. The Contractor hereby covenants and agrees that, for the term of this Agreement and any extensions, the Contractor has in place appropriate systems and controls to prevent such violations of federal law and licensing restrictions. If the City determines that the Contractor is in violation of this provision, the City may exercise any remedy available at law or equity or under this Agreement, including immediate termination of the Agreement and any remedy consistent

with United States copyright laws or applicable licensing restrictions. The indemnification provision of this Agreement shall be applicable to any such violations by the Contractor.

29. NO EMPLOYMENT OF ILLEGAL ALIENS.

A. The Agreement is subject to Article 17.5 of Title 8, Colorado Revised Statutes, and as amended hereafter (the "Certification Statute") and the Contractor is liable for any violations as provided in the Certification Statute.

B. The Contractor certifies that:

1) At the time of its execution of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.

2) It will participate in either the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., or the employment verification program established by the Colorado Department of Labor and Employment under § 8-17.5-102(5)(c), C.R.S. (the "Department Program"), to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

C. The Contractor also agrees and represents that:

1) It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

2) It shall not enter into a contract with a sub-Contractor or subcontractor that fails to certify to the Contractor that it shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

3) It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in either the E-Verify Program or the Department Program.

4) It is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement.

5) If it obtains actual knowledge that a sub-Contractor or subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such sub-Contractor or subcontractor and the City within three days. The Contractor will also then terminate such sub-Contractor or subcontractor if within three days after such notice the sub-Contractor or subcontractor does not stop employing or contracting

with the illegal alien, unless during such three day period the sub-Contractor or subcontractor provides information to establish that the sub-Contractor or subcontractor has not knowingly employed or contracted with an illegal alien.

6) It will comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S.

D. The Contractor is liable for any violations as provided in the Certification Ordinance. If Contractor violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the City. Any such termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying Contractor from submitting bids or proposals for future contracts with the City.

30. LEGAL AUTHORITY: The Contractor assures and guarantees that the Contractor possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into this Agreement.

The person or persons signing and executing this Agreement on behalf of the Contractor, do hereby warrant and guarantee that he/she or they have been fully authorized by the Contractor to execute this Agreement on behalf of the Contractor and to validly and legally bind the Contractor to all the terms, performances and provisions herein set forth.

The City shall have the right, at its option, to either temporarily suspend or permanently terminate this Agreement, if there is a dispute as to the legal authority of either the Contractor or the person(s) signing the Agreement to enter into this Agreement.

31. NO CONSTRUCTION AGAINST DRAFTING PARTY: The Parties acknowledge that each of them and their respective counsel have had the opportunity to review this Agreement and that this Agreement shall not be construed against any party merely because this Agreement or any of its provisions have been prepared by a particular party.

32. SURVIVAL OF CERTAIN PROVISIONS: The Parties understand and agree that all terms and conditions of this Agreement, together with the exhibits and attachments hereto, which, by reasonable implication, contemplate continued performance or compliance beyond the expiration or earlier termination of this Agreement, shall survive such expiration or

termination and shall continue to be enforceable as provided herein. Without limiting the generality of the foregoing, the Contractor's obligations for the provision of insurance and to indemnify the City shall survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

33. **INUREMENT**: The rights and obligations of the Parties herein set forth shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns permitted under this Agreement.

34. **TIME IS OF THE ESSENCE**: The Parties agree that in the performance of the terms, conditions, and requirements of this Agreement, time is of the essence.

35. **PARAGRAPH HEADINGS**: The captions and headings set forth herein are for convenience of reference only and shall not be construed so as to define or limit the terms and provisions hereof.

36. **CITY EXECUTION OF AGREEMENT**: This Agreement shall not be or become effective or binding on the City until it has been fully executed by all signatories of the City and County of Denver.

37. **COUNTERPARTS OF THIS AGREEMENT**: This Agreement may be executed in counterparts, each of which shall be deemed to be an original of this Agreement.

38. **ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS**: The Contractor consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

(signature pages and exhibits to follow)

Contract Control Number: SAFTY-201844994-00

Contractor Name: B.I. Incorporated

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of December 13, 2018.

SEAL



CITY AND COUNTY OF DENVER

ATTEST:

Juan Guzman
Juan Guzman, Deputy Clerk &
Recorder

By Michael B. Hancock
Michael B. Hancock, Mayor

APPROVED AS TO FORM:

Attorney for the City and County of
Denver

REGISTERED AND COUNTERSIGNED:

By Nicole D. Shoemaker
Nicole D. Shoemaker, Assistant City
Attorney

By Beth Machann
Beth Machann, City Controller

By Timothy M. O'Brien
Timothy M. O'Brien, Auditor



Contract Control Number: SAFTY-201844994-00

Contractor Name: B.I. Incorporated

By: Ruth Skerjanc

Name: Ruth Skerjanc
(please print)

Title: VP, Financial Planning
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



INSURANCE CLAUSE FOR ALL CITY OF LINCOLN, LANCASTER COUNTY AND PUBLIC BUILDING COMMISSION CONTRACTS

Insurance coverage on this Contract will be required for the entities selected below

City of Lincoln Lancaster County Public Building Commission

Vendors must provide coverage & documents related to the items with a check mark in Sections 1 – 1.9.

This includes proof of coverage and waivers as required below.

All Vendors must comply with Sections 2-8.

**THE REQUIREMENTS HEREIN APPLY TO CONTRACTS TO BE ISSUED BY THE CITY OF LINCOLN,
LANCASTER COUNTY, AND THE LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION.
FOR PURPOSES OF CERTIFICATES, ENDORSEMENTS AND OTHER PROOF REQUIRED HEREIN, ONLY
INCLUDE THE ENTITY ISSUING THE CONTRACT.**

**FAILURE OF THE APPROPRIATE ENTITY (CITY, COUNTY, OR PUBLIC BUILDING COMMISSION) TO
OBJECT TO THE FORM OF THE CERTIFICATE OR ENDORSEMENT OR TO DEMAND SUCH PROOF AS
IS REQUIRED HEREIN SHALL NOT CONSTITUTE A WAIVER OF ANY OF THE INSURANCE
REQUIREMENTS SET FORTH BELOW.**

Insurance; Coverage Information

The Contractor shall, prior to beginning work, provide proof of insurance coverage in a form satisfactory to the City/County/PBC, which shall not withhold approval unreasonably. The coverages and minimum levels required by this Contract are set forth below and shall be in effect for all times that work is being done pursuant to this Contract. No work on the Project or pursuant to this Contract shall begin until all insurance obligations herein are met to the satisfaction of the City/County/PBC, which shall not unreasonably withhold approval. Self-insurance shall not be permitted unless consent is given by the City/County/PBC prior to execution of the Contract and may require submission of financial information for analysis. Deductible levels shall be provided in writing from the Contractor's insurer and will be no more than \$25,000 per occurrence or as may be approved by the City or County as appropriate. Said insurance shall be written on an **OCCURRENCE** basis, and shall be **PRIMARY, with any insurance coverage maintained by the City/County/PBC being secondary or excess.**

Certificates

The Contractor shall provide certificates of insurance and such other proof, such as endorsements, as may be acceptable to the City or County (as appropriate) evidencing compliance with these requirements. The Contractor shall provide a Certificate of Insurance demonstrating the coverage required herein and the necessary endorsements or other proof and waivers described herein and below before being permitted to begin the work or project pursuant to this Contract.

1. **Commercial General Liability**

The Contractor shall provide proof of Commercial General Liability Insurance with a minimum limit of not less than \$1,000,000 each occurrence and \$2,000,000 aggregate. These minimum limits can be met by primary and umbrella liability policies. Coverage shall include: Premises-Operations, Products/ Completed Operations, Contractual, Broad Form Property Damage, and Personal Injury. Such coverage shall be endorsed for the general aggregate to be on a **PER PROJECT** basis, and the Contractor shall provide an additional insured endorsement acceptable to the City/County/PBC. The required insurance must include coverage for all projects and operations of Contractor or similar language that meets the approval of the City/County/PBC, which approval shall not be unreasonably withheld.

1.1 **Additional Insured (Requires an Endorsement Form)**

All Contractors shall provide an Additional Insured Endorsement form or other proof showing the City/County/PBC as additional insured for commercial general liability, auto liability and such other coverages as may be required by the City/County/PBC. The form or other proof shall be as is acceptable to the City/County Attorney.

1.2 **Automobile Liability**

The Contractor shall provide proof of Automobile Liability coverage, which shall include: Owned, Hired and Non-Owned. Bodily Injury and Property Damage Combined Single Limit shall be at least \$1,000,000 Per Accident.

1.3 **Garage Keepers / Garage Liability**

The Contractor shall provide garage insurance, if required. Coverage shall include Garage Liability and Garage Keepers on a Direct Primary Basis, including Auto Physical Damage, with limits of not less than \$1,000,000 each accident Bodily Injury and Property Damage combined liability and Actual Cash Value auto physical damage. Coverage symbol(s) 30 and 21 shall be provided, where applicable.

1.4 **Workers' Compensation; Employers' Liability**

The Contractor shall provide proof of workers' compensation insurance of not less than minimum statutory requirements under the laws of the State of Nebraska and any other applicable State. Employers' Liability coverage with limits of not less than \$500,000 each accident or injury shall be included. The Contractor shall provide the City/County/PBC with an endorsement for waiver of subrogation or other proof of such waiver as may be acceptable to the City or County. The Contractor shall also be responsible for ensuring that all subcontractors have workers' compensation insurance for their employees before and during the time any work is done pursuant to this Contract.

1.5 Builder's Risk Insurance

The Contractor shall purchase and maintain builder's risk property insurance for all sites upon which construction is occurring as provided by Contract and all storage sites where equipment, materials, and supplies of any kind purchased pursuant to the Contract are being held or stored unless the Contractor receives notice that the City/County/PBC has obtained a builder's risk policy for itself. Except to the extent recoverable by Contractor from another subcontractor, deductibles shall be the responsibility of the Contractor. This coverage is required whenever the work under contract involves construction or repair of a building structure or bridge.

1.5.1 Waiver of Builder's Risk Insurance Carrier's Subrogation Rights

The Contractor and its subcontractor(s) waive all rights of action and subrogation that the insurance company providing the builder's risk policy may have against each of them and/or the City/County/PBC, Architect, and the officers, agents and employees of any of them, for all claims, damages, injuries and losses, to the extent covered by such property insurance. Such waiver of subrogation shall be effective for such persons even though such persons would otherwise have a duty of indemnification or contribution, contractual or otherwise, and even though such persons did not pay the insurance premium directly or indirectly, and whether or not such persons had an insurable interest in any property damaged. The Contractor or subcontractor shall provide proof of such waiver.

1.6 Pollution Liability

Contractors shall provide proof of pollution liability insurance arising out of all operations of the Contractors and subcontractors, due to discharge, dispersal, release, or escape of contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water with bodily injury and property damage limits of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate for:

- 1) Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death;
- 2) Property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed;
- 3) Defense including loss adjustment costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages;
- 4) Definition of pollution conditions shall include asbestos, lead, and mold so that these risks are covered if caused by Contractor/successful candidate's work or operations.
- 5) Coverage is required on an occurrence form.

1.7 Errors and Omissions; Professional Liability

Errors and Omissions or Professional Liability insurance, as may be required, covering damages arising out of negligent acts, errors, or omissions committed by Contractor in the performance of this Contract, with a liability limit of not less than \$1,000,000 each claim. Contractor shall maintain this policy for a minimum of two (2) years after completion of the work or shall arrange for a two year extended discovery (tail) provision if the policy is not renewed. The intent of this policy is to provide coverage for claims arising out of the performance of professional Services under this contract and caused by any error, omission, breach or negligent act, including infringement of intellectual property (except patent and trade secret) of the Contractor. This coverage is required whenever the Contractor or service provider is required to be certified, licensed or registered by a regulatory entity and/or where the provider's judgment in planning and design could result in economic loss to City/County/PBC.

1.8 Railroad Contractual Liability Insurance

If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or railroad crossing, the Contractor must provide proof acceptable to the City or County that any exception for such work in the Contractor's commercial general liability policy has been removed or deleted.

1.8.1 Railroad Protective Liability

If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing or otherwise required by the Special Provisions or applicable requirements of an affected railroad, the Contractor shall provide Railroad Protective Liability Insurance naming the affected railroad/s as insured with minimum limits for bodily injury and property damage of \$2,000,000 per occurrence, \$6,000,000 aggregate, or such other limits as required in the Special Provisions or by the affected railroad. The original of the policy shall be furnished to the railroad and a certified copy of the same furnished to the City/County/PBC Purchasing Department prior to any related construction or entry upon railroad premises by the Contractor or for work related to the Contract.

1.9 Cyber Insurance

The Contractor shall maintain network risk and cyber liability coverage (including coverage for unauthorized access, failure of security, breach of privacy perils, as well as notification costs and regulatory defense) in an amount of not less than \$1,000,000. Such insurance shall be maintained in force at all times during the term of the Contract and for a period of two years thereafter for services completed during the term of the Contract.

2. **Cancellation Notice**

All Contractors shall include an endorsement to provide for at least thirty (30) days' firm written notice in the event of cancellation during the term of the Contract and during the period of any required continuing coverages. The Contractor shall provide, prior to expiration of the policies, certificates and endorsement forms evidencing renewal insurance coverages. The parties agree that the failure of City/County/PBC to object to the form of a certificate and/or additional insured endorsement or endorsement forms provided shall not constitute a waiver of this requirement.

3. **Risk of Loss**

Except to the extent covered by the builder's risk insurance, the Contractor shall have the sole responsibility for the proper storage and protection of, and assumes all risk of loss of, any subcontractor's Work and tools, materials, equipment, supplies, facilities, offices and other property at or off the Project site. The Contractor shall be solely responsible for ensuring each subcontractor shall take every reasonable precaution in the protection of all structures, streets, sidewalks, materials and work of other subcontractors. Contractor shall protect its Work from damage by the elements or by other trades working in the area.

4. **Umbrella or Excess Liability**

The Contractor may use an Umbrella, Excess Liability, or similar coverage to supplement the primary insurance stated above in order to meet or exceed the minimum coverage levels required by this Contract.

5. **Minimum Scope of Insurance**

All Liability Insurance policies shall be written on an "Occurrence" basis only. All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than A:VII unless specific approval has been granted otherwise.

6. **Indemnification**

To the fullest extent permitted by law the Contractor shall indemnify, defend, and hold harmless the Owner, its elected officials, officers, employees, agents, consultants, and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible or intangible property, including the Work itself, but only to the extent caused by the negligent, wrongful, or intentional acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or

expense is caused in part by the negligence of a party indemnified hereunder. In the event the claim, damage, loss or expense is caused in part by the negligence of a party indemnified hereunder, the indemnification by the Contractor shall be prorated based on the extent of the liability of the party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce obligations of indemnity which would otherwise exist as to a party or person described in this Section. Nothing herein shall be construed to be a waiver of sovereign immunity by the Owner.

7. Reservation of Rights

The City/County/PBC reserves the right to require a higher limit of insurance or additional coverages when the City/County/PBC determines that a higher limit or additional coverage is required to protect the City/County/PBC or the interests of the public. Such changes in limits or coverages shall be eligible for a change order or amendment to the Contract.

8. Sovereign Immunity

Nothing contained in this clause or other clauses of this Contract shall be construed to waive the Sovereign Immunity of the City/County/PBC.

9. Further Contact

For further information or questions concerning coverage or acceptable forms, Contractors may contact the Purchasing Division or the department that issued the bid or the request for proposal.

For general questions regarding Insurance Requirements, please contact Risk Management for the City or County.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/04/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Insurance Services of Georgia, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: PHONE (A/C No, Ext): 1-877-945-7378		FAX (A/C, No): 1-888-467-2378
	E-MAIL ADDRESS: certificates@willis.com		
INSURED The GEO Group Inc and All Subsidiaries including B.I., Incorporated 621 NW 53rd Street, Suite 700 Boca Raton, FL 33487 USA	INSURER(S) AFFORDING COVERAGE		NAIC#
	INSURER A: National Union Fire Insurance Company of P		19445
	INSURER B: Steadfast Insurance Company		26387
	INSURER C: New Hampshire Insurance Company		23841
	INSURER D: Illinois National Insurance Company		23817
	INSURER E: American Home Assurance Company		19380
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** W10042947 **REVISION NUMBER:**

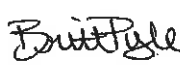
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			5425749 (AOS)	10/01/2018	10/01/2019	EACH OCCURRENCE	\$ 5,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 5,000,000	
	<input checked="" type="checkbox"/> Medical Professional						MED EXP (Any one person)	\$ 0	
	<input checked="" type="checkbox"/> Civil Rights	Y	Y				PERSONAL & ADV INJURY	\$ 5,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$ 5,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			PRODUCTS - COMP/OP AGG	\$ 5,000,000				
	OTHER:				\$				
A	AUTOMOBILE LIABILITY			9744632	10/01/2018	10/01/2019	COMBINED SINGLE LIMIT (Ea accident)	\$ 3,000,000	
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$	
	<input type="checkbox"/> OWNED AUTOS ONLY						BODILY INJURY (Per accident)	\$	
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				PROPERTY DAMAGE (Per accident)	\$	
				Deductible	\$ 1,000,000.00				
B	<input checked="" type="checkbox"/> UMBRELLA LIAB			IPR 3792274-04	10/01/2018	10/01/2019	EACH OCCURRENCE	\$ 25,000,000	
	<input type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				AGGREGATE	\$ 25,000,000	
	DED		RETENTION \$				\$		
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			031467904 (AOS)	10/01/2018	10/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				Y	E.L. EACH ACCIDENT	\$ 2,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	No						E.L. DISEASE - EA EMPLOYEE	\$ 2,000,000
								E.L. DISEASE - POLICY LIMIT	\$ 2,000,000
B	Professional Liability			IPR 3792303-06	10/01/2018	10/01/2019	Per Loss	\$3,000,000	
							Annual Agg	\$3,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 This Voids and Replaces Previously Issued Certificate Dated 10/03/2018 WITH ID: W8327074.

General Liability: Contractual Liability is provided per form CG0001 - Commercial General Liability. Coverage includes Severability of interest and Cross Suits. Sexual Molestation - Physical Abuse is not excluded under the General Liability policy. Blanket Additional Insured is included to Certificate Holder as respects General Liability SEE ATTACHED

CERTIFICATE HOLDER**CANCELLATION**

Lancaster County 555 S. 10th Street Lincoln, NE 68508	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ADDITIONAL REMARKS SCHEDULE

AGENCY Willis Insurance Services of Georgia, Inc.		NAMED INSURED The GEO Group Inc and All Subsidiaries including B.I., Incorporated 621 NW 53rd Street, Suite 700 Boca Raton, FL 33487 USA	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

if required by written contract. Insurance is Primary and Non Contributory. Blanket Waiver of Subrogation is provided as respects General Liability as required by written contract.

Blanket Additional Insured is included to Certificate Holder as respect Automobile Liability if required by written contract.

Blanket Waiver of Subrogation is provided as respects Automobile Liability as required by written contract.

Blanket Waiver of Subrogation is provided as respects Workers Compensation as required by written contract and as permitted by law.

Lancaster County, Nebraska is included as Additional Insured with respect to the General & Auto Liability policies where required by written contract

INSURER AFFORDING COVERAGE: New Hampshire Insurance Company NAIC#: 23841
 POLICY NUMBER: 031467903 (IL/KY/NC/UT) EFF DATE: 10/01/2018 EXP DATE: 10/01/2019

SUBROGATION WAIVED: Y

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers Compensation - IL/KY/NC/UT	Each Accident	\$2,000,000
Per Statute	Disease -Policy Limit	\$2,000,000
	Disease-Each Employee	\$2,000,000

INSURER AFFORDING COVERAGE: New Hampshire Insurance Company NAIC#: 23841
 POLICY NUMBER: 031467907 (AK/AZ/VA) EFF DATE: 10/01/2018 EXP DATE: 10/01/2019

SUBROGATION WAIVED: Y

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers Compensation - AK/AZ/VA	Each Accident	\$2,000,000
Per Statute	Disease -Policy Limit	\$2,000,000
	Disease-Each Employee	\$2,000,000



ADDITIONAL REMARKS SCHEDULE

AGENCY Willis Insurance Services of Georgia, Inc.		NAMED INSURED The GEO Group Inc and All Subsidiaries including B.I., Incorporated 621 NW 53rd Street, Suite 700 Boca Raton, FL 33487 USA	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

INSURER AFFORDING COVERAGE: New Hampshire Insurance Company NAIC#: 23841
 POLICY NUMBER: 031467906 (NJ/PA) EFF DATE: 10/01/2018 EXP DATE: 10/01/2019

SUBROGATION WAIVED: Y

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers Compensation - NJ/PA	Each Accident	\$2,000,000
Per Statute	Disease -Policy Limit	\$2,000,000
	Disease-Each Employee	\$2,000,000

INSURER AFFORDING COVERAGE: New Hampshire Insurance Company NAIC#: 23841
 POLICY NUMBER: 031467905 (MA OH WA) EFF DATE: 10/01/2018 EXP DATE: 10/01/2019

SUBROGATION WAIVED: Y

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers Compensation - MA OH WA	Each Accident	\$2,000,000
Per Statute	Disease-Policy Limit	\$2,000,000
	Disease-Each Employee	\$2,000,000

ADDITIONAL REMARKS:
 Workers Compensation - MA
 Stop Gap - OH/WA is included

INSURER AFFORDING COVERAGE: Illinois National Insurance Company NAIC#: 23817
 POLICY NUMBER: 031467909 (FL) EFF DATE: 10/01/2018 EXP DATE: 10/01/2019

SUBROGATION WAIVED: Y

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers Compensation - FL	Each Accident	\$2,000,000
Per Statute	Disease -Policy Limit	\$2,000,000
	Disease-Each Employee	\$2,000,000



ADDITIONAL REMARKS SCHEDULE

AGENCY Willis Insurance Services of Georgia, Inc.		NAMED INSURED The GEO Group Inc and All Subsidiaries including B.I., Incorporated 621 NW 53rd Street, Suite 700 Boca Raton, FL 33487 USA	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

INSURER AFFORDING COVERAGE: American Home Assurance Company NAIC#: 19380
 POLICY NUMBER: 0131467908 (CA) EFF DATE: 10/01/2018 EXP DATE: 10/01/2019

SUBROGATION WAIVED: Y

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers Compensation - CA	Each Accident	\$2,000,000
Per Statute	Disease -Policy Limit	\$2,000,000
	Disease-Each Employee	\$2,000,000

INSURER AFFORDING COVERAGE: National Union Fire Insurance Company of Pittsburgh NAIC#: 19445
 POLICY NUMBER: 9744633 EFF DATE: 10/01/2018 EXP DATE: 10/01/2019

ADDITIONAL INSURED: Y
 SUBROGATION WAIVED: Y

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Automobile Liability - VA Only	Any Auto - CSL Limit:	\$3,000,000

INSURER AFFORDING COVERAGE: National Union Fire Insurance Company of Pittsburgh NAIC#: 19445
 POLICY NUMBER: 9744634 EFF DATE: 10/01/2018 EXP DATE: 10/01/2019

ADDITIONAL INSURED: Y
 SUBROGATION WAIVED: Y

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Automobile Liability - MA Only	Combined Single Limit	\$3,000,000
Any Auto including Hired & Non-Owned		

INSURER AFFORDING COVERAGE: Steadfast Insurance Company NAIC#: 26387
 POLICY NUMBER: ZRE 0184690-00 EFF DATE: 10/01/2015 EXP DATE: 10/01/2020

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Pollution Liability	Each Incident	\$10,000,000
	Policy Aggregate	\$10,000,000

ENDORSEMENT

This endorsement, effective 12:01 A.M. 10/01/2018 forms a part of

policy No. CA 974-46-32 issued to THE GEO GROUP INC

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INSURANCE PRIMARY AS TO CERTAIN ADDITIONAL INSURED

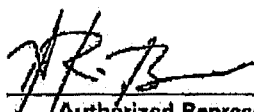
This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, B., General Conditions, 5., Other Insurance, c., is amended by the addition of the following sentence:

The insurance afforded under this policy to an additional insured will apply as primary insurance for such additional insured where so required under an agreement executed prior to the date of accident. We will not ask any insurer that has issued other insurance to such additional insured to contribute to the settlement of loss arising out of such accident.

All other terms and conditions remain unchanged.



Authorized Representative or
Countersignature (In States Where
Applicable)

ENDORSEMENT

This endorsement, effective 12:01 A.M. 10/01/2018 forms a part of

policy No. GL 542-57-49 issued to THE GEO GROUP INC

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

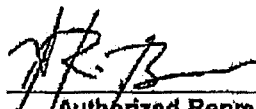
ADDITIONAL INSURED - PRIMARY INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Section IV, Commercial General Liability Conditions, paragraph 4., Other Insurance, subparagraph a. Primary Insurance, is amended by the addition of the following:

However, coverage under this policy afforded to an additional insured will apply as primary insurance where required by contract, and any other insurance issued to such additional insured shall apply as excess and noncontributory insurance.



Authorized Representative or
Countersignature (in States Where
Applicable)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on inception date of the policy unless a different date is indicated below.

This endorsement, effective 12:01 AM 10/01/2018 forms a part of Policy No. WC 031-46-7904

Issued to THE GEO GROUP INC

By NEW HAMPSHIRE INSURANCE COMPANY

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE ENTERED INTO A CONTRACT, A CONDITION OF WHICH REQUIRES YOU TO OBTAIN THIS WAIVER FROM US. THIS ENDORSEMENT DOES NOT APPLY TO BENEFITS OR DAMAGES PAID OR CLAIMED:

1. PURSUANT TO THE WORKERS' COMPENSATION OR EMPLOYERS' LIABILITY LAWS OF KENTUCKY, NEW HAMPSHIRE, OR NEW JERSEY; OR,
2. BECAUSE OF INJURY OCCURRING BEFORE YOU ENTERED INTO SUCH A CONTRACT.

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

This form is not applicable in California, Kentucky, New Hampshire, New Jersey, Texas, or Utah.

WC 00 03 13
(Ed. 04/84)

Countersigned by _____



Authorized Representative

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