

SKAGIT COUNTY Contract # C20170196 Page 1 of 24

Master Services Agreement Skagit County

This Master Services Agreement (this "Agreement") is by and between Skagit County ("you", "County" or "Customer") and Securus Technologies, Inc., ("we," "us," or "Provider"). This Agreement supersedes any and all other agreements (oral, written, or otherwise) that may have been made between the parties and shall be effective as of the last date signed by either party (the "Effective Date").

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

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

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

- 1. <u>Applications</u>. This Agreement specifies the general terms and conditions under which we will perform certain inmate-related services and applications (the "Application(s)") for you. Additional terms and conditions with respect to the Applications will be specified in the schedules entered into by the parties and attached hereto (the "Schedules"). The Schedules are incorporated into this Agreement and are subject to the terms and conditions of this Agreement. In the event of any conflict between this Agreement and a Schedule, the terms of the Schedule shall govern. In the event of any conflict between any two Schedules for a particular Application, the latest in time shall govern.
- 2. <u>Use of Applications</u>. You grant us the exclusive <u>right and license</u> to install, maintain, and derive revenue from the Applications through our inmate systems (including, without limitation, the related hardware and software) (the "System") located in and around the inmate Adult confinement facilities, also referred to as the Skagit County Community Justice Center, Identified on the Schedules (the "Facilities"). You are responsible for the manner in which you use the Applications. Unless expressly permitted by a Schedule or separate written agreement with us, you will not resell the Applications or provide access to the Applications (other than as expressly provided in a particular Schedule), directly or indirectly, to third parties. During the term of this Agreement and subject to the remaining terms and conditions of this Agreement, Provider shall be the sole and exclusive provider of existing and any future Adult inmate telecommunications, whether fixed, mobile or otherwise, including but not limited to voice and video (e.g., phone calls, video calls, prepaid calling cards, and debit calling) at all existing and future Adult inmate correctional facilities under the authority of Customer in lieu of any other third party providing such inmate communications, including without limitation, Customer's employees, agents, or subcontractors.
- 3. <u>Compensation</u>. Compensation for each Application, if any, and the applicable payment addresses are as stated in the Schedules.
- 4. <u>Term</u>. The obligations of the parties shall be effective as of the Effective Date, but the "Initial Term" shall begin on August 1st, 2017 (to allow for installation of hardware and/or implementation of network connectivity) and shall end on the date that is 60 months thereafter. Unless one party delivers to the other written notice of non-renewal at least ninety (90) days before the end of the then current term, this Agreement shall automatically renew for two (2) successive periods of twelve (12) months each. Notwithstanding anything to the contrary, the terms and conditions of this Agreement shall continue to apply to each Schedule for so long as we continue to provide the Application to you after the expiration or earlier termination of this Agreement.
- 5. <u>Service Level Agreement and Limited Remedy.</u> We are committed to providing you with reliable, high quality Applications, and we offer certain assurances about the quality of our Applications (the "Service Level Agreement"). The Service Level Agreement for each Application is as set forth in the applicable Schedule. THE SERVICE LEVEL AGREEMENT SETS FORTH THE SOLE AND EXCLUSIVE REMEDIES FOR FAILURE OR DEFECT OF AN APPLICATION. WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ANY IMPLIED WARRANTY ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE, AND NONINFRINGEMENT.

- 6. <u>Software License</u>. We grant the County a personal, non-exclusive, non-transferable license (without the right to sublicense) to access and use certain proprietary computer software products and materials in connection with the Applications (the "Software") in County operated correctional facilities. The Software includes any upgrades, modifications, updates, and additions to existing features that we implement in our discretion (the "Updates"). Updates do not include additional features and significant enhancements to existing features. We are not liable with regard to any Software that you use in a prohibited manner.
- 7. Ownership and Use. The System, the Applications, and related records, data, and information (excepting recorded inmate communications and video visitation sessions, for which you retain sole ownership) shall at all times remain our sole and exclusive property. However, during the term of this Agreement and for a reasonable period of time thereafter, we will provide you with reasonable access to the records. We (or our licensors, if any) have and will retain all right, title, interest, and ownership in and to (i) the Software and any copies, custom versions, modifications, or updates of the Software, (ii) all related documentation, and (iii) any trade secrets, know-how, methodologies, and processes related to our Applications, the System, and our other products and services as provided by Provider as part of the system. (the "Materials"). The Materials constitute proprietary information and trade secrets of Provider and its licensors, whether or not any portion thereof is or may be the subject of a valid copyright or patent.
- 8. <u>Legality/Limited License Agreement</u>. For services related to Applications which may allow you to monitor and record inmate or other administrative telephone calls, or transmit or receive inmate electronic messages ("e-mail"); by providing the Application, we make <u>no</u> representation or warranty as to the legality of recording or monitoring inmate or administrative telephone calls or transmitting or receiving inmate e-mail messages. Further, you retain custody and ownership of all recordings, and inmate e-mail messages; however you grant us a perpetual limited license to compile, store, and access recordings or inmate calls and access inmate e-mail messages for purposes of (i) complying with the requests of officials at the Facility, (ii) disclosing information to requesting law enforcement and correctional officials as they may require for investigative, penological or public safety purposes, (iii) performing billing and collection functions, or (iv) maintaining equipment and quality control purposes. This license does not apply to recordings of inmate calls or e-mail messages with their attorneys or to recordings or e-mail messages protected from disclosure by other applicable privileges.
- 9. Private Number Designation. We will provide you with the ability to designate certain numbers (for example, attorney or clergy numbers) as "Private" within our Secure Call Platform. Calls to numbers designated as Private will not be recorded by us. Although we will maintain your Private list within our Secure Call Platform, you acknowledge and agree that you will have the sole discretion, authority, and responsibility for designating numbers as Private, and that we have no discretion, authority, or responsibility for making such designations, unless done so at your instruction. Further, to the fullest extent allowed by applicable law, you and/or your employees, agents, or contractors agree to be responsible for any loss, cost, claim, liability, damage, and expense (including, without limitation, reasonable attorney's fees and expenses) arising out of the recording or monitoring of calls to numbers that should have been, but were not, designated by you as Private.
- 10. <u>Confidentiality and Non-Disclosure</u>. The System, Applications, and related call records and information (the "Confidential Information") shall at all times remain confidential to Provider. Customer understands and acknowledges that Provider, as a common carrier, is required by Section 222 of the Communications Act of 1934, as amended, 47 U.S.C. Section 222, to maintain the confidentiality of "Customer Proprietary Network Information", or "CPNI", which protects from disclosure consumers' sensitive personal information (including phone numbers called by a consumer; the frequency, duration, and timing of such calls; and any services purchased by the consumer). Customer understands and acknowledges that such information may be exempt from public disclosure and agrees that Customer will not disclose such Confidential Information without 5 days' written notice to Provider. Because you will be able to access confidential information of third parties that is protected by certain federal and state privacy laws through the Software and Applications, you shall only access the Software with computer systems that have effective firewall and anti-virus protection.

10a. Public Records Act

Provider acknowledges County is subject to chapter 42.56 RCW, the Public Records Act and this Agreement shall be a public record as defined in RCW 42.56,040 through 42.56.550. To the extent consistent with chapter 42.56 RCW, County shall maintain the confidentiality of all such information marked as Confidential or Proprietary.

In the event that County receives a request for information that is defined as Confidential Information herein or is marked as Confidential or Proprietary by Provider, County will provide notification of the request to Provider and allow Provider five (5) days to seek a court injunction blocking the release of the requested materials. If Provider receives

third party notice and fails to secure a protective order barring release of materials Customer is not liable for any breach of confidentiality or release or proprietary or trade secrets provided by Provider.

11. Indemnification. To the extent of its comparative liability, each party agrees to indemnify, defend and hold the other party, it's elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which are alleged or proven to be caused by an act or omission, negligent or otherwise, of its elected and appointed officials, employees, agents or volunteers.

In the event of any concurrent act or omission of the parties, each party shall pay is proportionate share of any damages awarded. The parties agree to maintain a consolidated defense to claims made against them and to reserve all indemnity claims against each other until after liability to the claimant and damages, if any, are adjudicated. If any claim is resolved by voluntary settlement and the parties cannot agree upon apportionment of damages and defense costs, they shall submit apportionment to binding arbitration.

The parties agree all indemnity obligations shall survive the completion, expiration or termination of this Agreement.

The foregoing indemnification obligations of the Provider are a material inducement to the County to enter into this Agreement, are reflected in the Provider's compensation, and have been mutually negotiated by the parties.

Provider's initials acknowledging Indemnity terms ______

- 12. <u>Insurance</u>. Provider and any sub-contractors and/or subsidiaries of Provider shall maintain comprehensive general liability insurance having limits of not less \$1,000,000 per claim, and \$2,000,000.00 in the aggregate. Provider's and/or Provider's sub-contractor and/or subsidiaries insurance coverage shall be primary and Provider and/or Provider's sub-contractor and/or subsidiaries shall provide proof of insurance that is acceptable and approved by County. The Certificate must name the County as additional insured: Skagit County, its elected officials, officers and employees are named as additional insured. Provider and any sub-contractors and/or subsidiaries of Provider agree to provide us with reasonable and timely written notice of any claim, demand, or cause of action made or brought against Provider and any sub-contractors and/or subsidiaries of Provider is brought in as a co-defendant in the Claim.
- 13. <u>Industrial Insurance Waiver</u>. With respect to the performance of this Agreement and as to claims against the County, its officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this agreement extend to any claim brought by or on behalf of any employee of the Contractor. This waiver is mutually negotiated by the parties to this Agreement.
- 14. <u>Default and Termination</u>. If either party defaults in the performance of any obligation under this Agreement, then the non-defaulting party shall give the defaulting party written notice of its default setting forth with specificity the nature of the default. If the defaulting party fails to cure its default within thirty (30) days after receipt of the notice of default, then the non-defaulting party shall have the right to terminate this Agreement upon thirty (30) days written notice and pursue all other remedies available to the non-defaulting party, either at law or in equity. Notwithstanding the foregoing, the thirty (30) day cure period shall be extended to ninety (90) days if the default is not reasonably susceptible to cure within such thirty (30) day period, but only if the defaulting party has begun to cure the default during the thirty (30) day period and diligently pursues the cure of such default. Notwithstanding the foregoing, if you breach your obligations in the section entitled "Software License" or the section entitled "Confidentiality", then we shall have the right to terminate this Agreement immediately.
- 15. <u>Limitation of Liability</u>. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY SHALL HAVE ANY LIABILITY FOR INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS OR INCOME, LOST OR CORRUPTED DATA, OR LOSS OF USE OR OTHER BENEFITS RESULTING FROM OR ATTRIBUTABLE TO BREACH OF CONTRACT.
- 16. <u>Uncontrollable Circumstance</u>. Either Party reserves the right to renegotiate or terminate this Agreement upon sixty (60) days advance written notice if circumstances outside our control related to the Facilities (including, without

limitation, changes in rates, regulations, or operations mandated by law; material reduction in inmate population or capacity; material changes in jail policy or economic conditions; acts of God; actions you take for security reasons (such as lock-downs)) negatively impact our business; however, we shall not unreasonably exercise such right. Further, Customer acknowledges that Provider's provision of the services is subject to certain federal, state or local regulatory requirements and restrictions which are subject to change from time-to-time and nothing contained herein to the contrary shall restrict Provider from taking any steps necessary to perform in compliance therewith.

- 17. <u>Injunctive Relief</u>. Both parties agree that a breach of any of the obligations set forth in the sections entitled "Software License," "Ownership and Use," and "Confidentiality" would irreparably damage and create undue hardships for the other party. Therefore, the non-breaching party shall be entitled to immediate court ordered injunctive relief to stop any apparent breach of such sections, such remedy being in addition to any other remedies available to such non-breaching party.
- 18. <u>Force Majeure</u>. Either party may be excused from performance under this Agreement to the extent that performance is prevented by any act of God, war, civil disturbance, terrorism, strikes, supply or market, failure of a third party's performance, failure, fluctuation or non-availability of electrical power, heat, light, air conditioning or telecommunications equipment, other equipment failure or similar event beyond its reasonable control; provided, however that the affected party shall use reasonable efforts to remove such causes of non-performance.
- 19. <u>Right to Review</u>. This contract is subject to review by any Federal or State auditor. The County or its designee shall have the reasonable right to review and monitor the financial and service components of this program upon 7 days' written notice. Such review may include, but is not limited to, on-site inspection by County agents or employees, inspection of all financial and service records pertinent to the Agreement and its performance, and any and all communications with or evaluation by service recipients under this Agreement. The Contractor shall preserve and maintain all financial and service records under this Agreement for 3 years after contract termination and shall make them available for such review upon request.
- 20. <u>Patent/Copyright Infringement:</u> Contractor will defend and indemnify the County from any claimed action, cause or demand brought against the County; to the extent such action is based on the claim that information supplied by the Contractor infringes any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County in any action and shall not be limited by Section 15: Limitation of Liability. Such defense and payments are conditioned upon the following:
 - a. Contractor shall be notified promptly in writing by County of any notice of such claim.
 - b. Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement is made, provided no reduction in performance or loss results to the County.
- 21. <u>Notices</u>. Any notice or demand made by either party under the terms of this Agreement or under any statute shall be in writing and shall be given by personal delivery; registered or certified U.S. mail, postage prepaid; or commercial courier delivery service, to the address below the party's signature below, or to such other address as a party may designate by written notice in compliance with this section. Notices shall be deemed delivered as follows: personal delivery upon receipt; U.S. mail five days after deposit; and courier when delivered as shown by courier records.
- 22. <u>No Third-party Beneficiary Rights</u>. The parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained herein shall operate only between the parties and shall inure solely to their benefit. The provisions of this Agreement are intended to assist only the parties in determining and performing their obligations hereunder, and the parties intend and expressly agree that they alone shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.
- 23. <u>Miscellaneous</u>. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Any dispute or other legal action concerning this Agreement shall be conducted in Skagit County, Washington. No waiver by either party of any event of default under this Agreement shall operate as a waiver of any subsequent default under the terms of this Agreement. If any provision of this Agreement is held to be invalid or unenforceable, the validity or enforceability of the other provisions shall remain unaffected. This Agreement shall be binding upon and inure to the benefit of Provider and Customer and their respective successors and permitted

assigns. Except for assignments to our affiliates or to any entity that succeeds to our business in connection with a merger or acquisition, neither party may assign this Agreement without the prior written consent of the other party. Each signatory to this Agreement warrants and represents that he or she has the unrestricted right and requisite authority to enter into and execute this Agreement, to bind his or her respective party, and to authorize the installation and operation of the System. Provider and Customer each shall comply, at its own expense, with all applicable laws and regulations in the performance of their respective obligations under this Agreement and otherwise in their operations. Nothing in this Agreement shall be deemed or construed by the parties or any other entity to create an agency, partnership, or joint venture between Customer and Provider. This Agreement cannot be modified orally and can only be modified by a written instrument signed by all parties. The parties' rights and obligations, which by their nature would extend beyond the termination, cancellation, or expiration of this Agreement, shall survive such termination, cancellation, or expiration (including, without limitation, any payment obligations for services or equipment received before such termination, cancellation, or expiration). This Agreement may be executed in counterparts, each of which shall be fully effective as an original, and all of which together shall constitute one and the same instrument. Each party agrees that delivery of an executed copy of this Agreement by facsimile transmission or by PDF e-mail attachment shall have the same force and effect as hand delivery with original signatures. Each party may use facsimile or PDF signatures as evidence of the execution and delivery of this Agreement to the same extent that original signatures can be used. This Agreement, together with the exhibits and Schedules, constitutes the entire agreement of the parties regarding the subject matter set forth herein and supersedes any prior or contemporaneous oral or written agreements or guarantees regarding the subject matter set forth herein.

EXECUTED as of the Effective Date.

CUSTOMER:

Skagit County, Washington

[Customer's Signature Page Follows]

Customer's Notice Address:

1800 Continental Place Mount Vernon, WA 98273 PROVIDER:

Securus Technologies, Inc.

By:

- Alma

Name: Robert Pickens

Title: President

Date: 4/14/17

Provider's Notice Address:

14651 Dallas Parkway, Suite 600

Dallas, Texas 75254

Attention: General Counsel

Phone: (972) 277-0300

Provider's Payment Address:

14651 Dallas Parkway, Suite 600

Dallas, Texas 75254

Attention: Accounts Receivable

Please return signed contract to:

14651 Dallas Parkway Sixth Floor Dallas, Texas 75254

Attention: Contracts Administrator

Phone: (972) 277-0300

DATED this 17 day of April 2017

BOARD OF COUNTY COMMISSIONERS SKAGIT COUNTY, WASHINGTON

Ron Wesen, Chair

Kenneth A. Dahlstedt, Commissioner

Lisa Janicki, Commissioner

For contracts under \$5,000:

County Administrator

Authorization per Resolution R20030146

Sheriff, Will Reichardt

Attest:

dirda Danmar

Clerk of the Board

Recommended:

Department Head

Approved as to form:

M. NOC (4/14/2017)

Civil Deputy Prosecuting Attorney

Approved as to indemnification:

Risk Manager

Approved as to budget:

Budget & Finance Director



Schedule Skagit County (WA)

This Schedule is between Securus Technologies, Inc. ("we" or "Provider"), and Skaglt County, Washington ("you" or "Customer") and is part of and governed by the Master Services Agreement (the "Agreement") executed by the parties. The terms and conditions of the Agreement are incorporated herein by reference. This Schedule shall be coterminous with the Agreement ("Schedule Effective Date").

A. <u>Applications</u>. We will provide the following Applications:

CALL MANAGEMENT SYSTEM

DESCRIPTION:

Secure Call Platform: Secure Call Platform ("SCP") provides through its centralized system automatic placement of calls by inmates without the need for conventional live operator services. In addition, SCP has the ability to do the following according to Customer direction: (a) monitor and record inmate calls, (b) prevent monitoring and recording of private calls (i.e., attorney client calls, clergy calls, or other calls as approved and implemented by you); private number settings allow you to mark these calls not to be monitored or recorded, and you are solely responsible for identifying, approving and disabling requests for private treatment; (c) automatically limit the duration of each call, (d) maintain call detail records in accordance with our standard practices, (e) automatically shut the System on or off, and (f) allow free intake calls. We will be responsible for all billing and collections of inmate calling charges but may contract with third parties to perform such functions. SCP will be provided at the Facilities specified in the chart below.

SCP provides the ability to store call recordings in secure, redundant environment. We will storage call recordings for a period of 12 months from the date of recording, after which they will be permanently deleted. SCP also provides you with the ability to download and store call recordings. You are solely responsible for preserving any call recordings beyond the storage period by downloading them to a separate storage medium.

COMPENSATION:

Call Rate. The call rate shall be set at \$.15 per minute.

Collect Calls. We will pay you commission (the "Commission") based on the Gross Revenues that we earn through the completion of collect calls, excluding interstate calls, placed from the Facilities as specified in the chart below. "Gross Revenues" shall mean all gross billed revenues relating to completed collect calls generated by and through the Inmate Telecommunications System. Regulatory required and other items such as federal, state and local charges, taxes and fees, including transaction funding fees, transaction fees, credits, billing recovery fees, charges billed by non-Local Exchange Carrier third parties, and promotional programs are excluded from revenue to the Provider. We shall remit the Commission for a calendar month to you on or before the 30th day after the end of the calendar month in which the calls were made (the "Payment Date"). All Commission payments shall be final and binding upon you unless we receive written objection within sixty (60) days after the Payment Date. Your payment address is as set forth in the chart below. You shall notify us in writing at least sixty (60) days before a Payment Date of any change in your payment address.

FACILITIES AND RELATED SPECIFICATIONS:

| Facility Name and Address | Type of Call Management Service | Commission Percentage | Revenue Base for Calculation of Commission | Commission Payment Address |
|--|---------------------------------------|--------------------------|--|-------------------------------|
| Skagit County Community Justice Center 201 Suzanne Lane Mount Vernon, WA 98273 | SCP | 42%* | Gross Revenues | SAME |

*The designated Commission percentage is contingent upon Customer's implementation of all products and payment methods described herein within ninety (90) days of the Effective Date (unless actions of Provider

render such implementation within that timeframe impossible, in which case such implementation will be effected as soon as reasonably practicable). Should the Customer fail to implement all such products and payment methods within ninety (90) days of the Effective Date, the commission percentage is subject to renegotiation.

*Notwithstanding anything to the contrary contained in the Agreement, in accordance with Federal Communications Commission 47 CFR Part 64 [WC Docket No. 12-375; FCC 13-113] – Rates for Interstate Calling Services - effective February 11, 2014, no commission shall be paid on revenues earned through the completion of interstate calls of any type placed from the Facility(s).

*This agreement shall be compliant with all Federal and State of Washington laws applicable to banking and Notification of Security Breach, 19.255 RCW.

CENTRALIZED NET CENTRIC, VOIP, DIGITAL TRANSMITTED CALL MANAGEMENT SYSTEM

DESCRIPTION:

Secure Calling Platform User Interface. We will provide you with the Software regarding the Secure Calling Platform Interface ("S-Gate User Interface") which may be used only on computers and other equipment that meets or exceeds the specifications in the chart below, which we may amend from time to time ("Compatible Equipment"). Customer represents that (i) it will be responsible for distributing and assigning licenses to its end users; (ii) it will use the SCP User Interface for lawful purposes and shall not transmit, retransmit or store material in violation of any federal or state laws or regulation; and (iii) it will monitor and ensure that its licensed end users comply as directed herein.

| WORKSTATION MINIMUM REQUIREMENTS | | | | |
|----------------------------------|---|--|--|--|
| Processor | 2 gigahertz (GHz) or higher processor | | | |
| Operating System | Windows XP*, Windows Vista, Windows 7 | | | |
| Browser | Internet Explorer8, 9, 10 or 11 | | | |
| Memory | At least 1 gigabyte (GB) of RAM (2GB recommended) - use of Windows 7 may require additional memory | | | |
| Display | Super VGA (1,024 x 768) or higher resolution video adapter | | | |
| Peripherals | Keyboard and Microsoft Mouse or compatible pointing device | | | |
| Internet | High speed internet access (dial up is not supported) | | | |
| Installed Software | Microsoft Silverlight 4.0 or newer, Microsoft .NET Framework 4, Adobe Reader 9.5 or newer, Microsoft Office Excel Viewer, Quick Time 7 or newer, Windows Media Player, Antivirus, WinZip or other zip utility | | | |

^{*}XP Media center edition not supported

SERVICE LEVEL AGREEMENT

We agree to repair and maintain the System in good operating condition (ordinary wear and tear excepted), including, without limitation, furnishing all parts and labor. All such maintenance shall be conducted in accordance with the service levels in Items 1 through 10 below. All such maintenance shall be provided at our sole cost and expense unless necessitated by any misuse of, or destruction, damage, or vandalism to any premises equipment by you (not inmates at the Facilities), in which case, we may recoup the cost of such repair and maintenance through either a Commission deduction or direct invoicing, at our option. You agree to promptly notify us in writing after discovering any misuse of, or destruction, damage, or vandalism to, the said equipment. If any portion of the System is interfaced with other devices or software owned or used by you or a third party, then we shall have no obligation to repair or maintain such other devices or software.

1. <u>Outage Report: Technical Support</u>. If either of the following occurs: (a) you experience a System outage or malfunction or (b) the System requires maintenance (each a "System Event"), then you will promptly report the System Event to our Technical Support Department ("Technical Support"). You may contact Technical Support 24 hours a day, seven days a week (except in the event of planned or emergency outages) by telephone at 866-558-2323, by email at

TechnicalSupport@securustech.net, or by facsimile at 800-368-3168. We will provide you commercially reasonable notice, when practical, before any Technical Support outage.

2. <u>Priority Classifications</u>. Upon receipt of your report of a System Event, Technical Support will classify the System Event as one of the following three priority levels:

| "Priority 1" | 30% or more of the functionality of the System is adversely affected by the System Event. |
|--------------|---|
| "Priority 2" | 5% - 29% of the functionality of the System is adversely affected by the System Event. |
| "Priority 3" | 5% or less of the functionality of the System is adversely affected by the System Event. Single and multiple phones related issues. |

3. <u>Response Times</u>. After receipt of notice of the System Event, we will respond to the System Event within the following time periods:

| Priority 1 | 2 hours |
|------------|----------|
| Priority 2 | 24 hours |
| Priority 3 | 72 hours |

- 4. <u>Response Process</u>. In the event of a System Event, where the equipment is located on Customer premises, Technical Support will either initiate remote diagnosis and correction of the System Event or dispatch a field technician to the Facility (in which case the applicable regional dispatcher will contact you with the technician's estimated time of arrival), as necessary. In the event a System Event occurs in the centralized SCP system, technical support will initiate remote diagnosis and correction of the System Event.
- 5. <u>Performance of Service</u>. All of our repair and maintenance of the System will be done in a good and workmanlike manner at no cost to you except as may be otherwise set forth in the Agreement. Any requested modification or upgrade to the System that is agreed upon by you and us may be subject to a charge as set forth in the Agreement and will be implemented within the time period agreed by the parties.
- 6. <u>Escalation Contacts</u>. Your account will be monitored by the applicable Territory Manager and Regional Service Manager. In addition, you may use the following escalation list if our response time exceeds 36 hours: first to the Technical Support Manager or Regional Service Manager, as applicable, then to the Director of Field Services, then to the Executive Director, Service.
- 7. <u>Notice of Resolution</u>. After receiving internal notification that a Priority 1 System Event has been resolved, a technician will contact you to confirm resolution. For a Priority 2 or 3 System Event, a member of our customer satisfaction team will confirm resolution.
- 8. Monitoring. We will monitor our back office and validation systems 24 hours a day, seven days a week.
- 9. Required IGR. You are responsible for providing a dedicated isolated grounded receptacle ("IGR") for use in connection with the primary System. Upon request we will provide you with the specifications for the IGR. If you are unable to or do not provide the IGR, then we will provide the IGR on a time and materials basis at the installer's thencurrent billing rates, provided that we are not responsible for any delay caused by your failure to provide the IGR.
- 10. <u>End-User Billing Services and Customer Care</u>. Our Securus Correctional Billing Services department will maintain dedicated customer service representatives to handle end-user issues such as call blocking or unblocking and setting up end-user payment accounts. The customer service representatives will be available 24 hours a day, 7 days a week by telephone at 800-844-6591, via chat by visiting our website <u>www.securustech.net</u>, and by facsimile at 972-277-0714. In addition, we will maintain an automated inquiry system on a toll-free customer service phone line that will be available to end-users 24 hours a day, 7 days a week to provide basic information and handle most routine activities. We will also accept payments from end-users by credit card, check, and cash deposit (such as by money order, MoneyGram or Western Union transfer).

INSTANT PAY™ PROGRAM

DESCRIPTION

The Instant Pay™ promotional program optimizes the call routing at Facilities by connecting as many calls as possible. If a call is attempted but there is no account or calling card open or in use to pay for the call, the call can be routed to the Instant Pay Program. The Instant Pay Program will offer the called party additional options to connect the call as well as provide information and promotional messaging on how to create a prepaid AdvanceConnect™ Account.

COMPENSATION

Pay Now™. Pay Now™ is an instant paid payment product available to facilities that have the Instant Pay promotional calling program installed that allows the called party to instantly pay for a single call using a debit or credit card in real-time as the call is being initiated. With Pay Now™, the called party may immediately pay using a credit or debit card for one single call or may elect to setup and / or fund a prepaid AdvanceConnect account. Provider will compensate Customer at a rate of one and 60/100 dollars (\$1.60) for each call accepted and paid for using Pay Now™. Pay Now™ is not subject to any other compensation.

Text2Connect™. Text2Connect™ is a promotional program designed to get inmates in touch with Friends and Family members quickly and to encourage them to set up a prepaid AdvanceConnect™ account. If (a) an inmate attempts a call to a mobile phone, (b) the facility allows calls to mobile phones, and (c) the call cannot be billed by Provider, then call control will be assumed by our third-party provider. Our third-party provider will prompt the called party to double opt-in to accept and confirm the charges for a premium SMS text message and continue the call. Charges for the message are billed by the called party's mobile provider on their mobile phone bill. The called party receives a text message receipt for the call charges and is given instructions on how to open a prepaid AdvanceConnect™ account. Text2Connect™ is available through our third-party processor who maintains relationships with select mobile phone companies around the country and manages the connection.

Text2Connect™ promotional calls are not commissionable, and Provider will pay Customer a bonus payment of thirty cents (\$0.30) for each transaction fee billed and collected by the wireless carrier completed through the Text2Connect™ platform. Bonus payments for each applicable connection will be added to your existing monthly commission statement. Text2Connect™ is not subject to any other compensation.

TABLETS

DESCRIPTION:

The SecureView Tablet solution allows an inmate's friends and family members to rent a tablet for an inmate incarcerated in the Client's facility via a month-to-month service.

PAYMENT:

Provider will offer 30 SecureView Tablets to the Facility at no cost. In addition, friends and family may rent a SecureView Tablet for an inmate for \$25 per month.

TERMS & CONDITIONS:

Absent the Provider's gross negligence or willful misconduct, Provider will have no liability to Customer for any loss or injury arising out of or in connection with the SecureView Tablet solution or Customer's or inmates' use thereof. PROVIDER DOES NOT MAKE AND HEREBY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SECUREVIEW TABLET SOLUTION. PROVIDER DOES NOT GUARANTEE OR WARRANT THE CORRECTNESS, COMPLETENESS, LEGALITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE SECUREVIEW TABLET SOLUTION.

TECH FRIENDS SOFTWARE

Securus will provide an inmate banking software solution that will enable Skagit county to manage all trust funding deposits from inmates during the intake process through the provided booking kiosk as well as from family and friend deposits and apply to inmate accounts. The system allows the receipt of checks, money orders and cash as well as electronic deposits from the JPay money transfer services. Receipts are generated for every transaction, are stored and can be reprinted. Skagit county designated staff will be able see transaction types, amounts and balances on individual inmate's accounts and issue a check and or debit release card from an inmate's individual account as required for various fees and services according to the Skagit county policies. Notes can be manually be entered to assist staff with key information that could be needed associated with trust accounting or inmate restrictions. Entire release card issuance and management is easily managed within the software. Monthly account reconciliation is easily completed in the Reconciliation module. Facility auditor reports are available, such as general ledger and

balance sheet statements. Extensive canned reports can easily be generated, such as inmate balances, inmate debt, cash drawer, checks issued, receipts and release card history.

SKAGIT understands and acknowledges that JPay will charge depositors a convenience fee for each trust transaction as follows: (a) For cash and credit card/debit transactions posted at the public kiosks, or via website or mobile app, JPay will charge the depositor a convenience fee of \$3.95-10.95 per transaction, depending on the deposit amount; (b) For credit card/debit card or electronic check transactions taken by phone, JPay will charge the depositor a convenience fee of \$4.95-11.95 per transaction, depending on the deposit amount. There is a maximum deposit of \$300.00 in a 72-hour period.

SKAGIT understands and acknowledges that inmates will be charged \$.75 for each transaction from their Inmate Debit account to cover the cost of the inmate banking software and support There is no transaction fee for use of the Commissary system.

When an individual makes a payment transaction using credit card, debit card, electronic check (ACH) or cash payment into the payment system, JPay's merchant card processor will authorize or decline the transaction. Upon authorization, JPay makes these funds available to the appropriate account. These funds are immediately available for use by the recipient. JPay will guarantee the delivery of all funds to Customer on all authorized transactions within 3 business days to allow for a fund clearing period from the merchant account processor.

VIDEO VISITATION

In addition to the installation, maintenance and services of telecommunications equipment at the Facility(s) pursuant to this Agreement, Provider will deploy a Video Visitation System at the Facility(s) during the Term of the Agreement as more fully set forth in Video Visitation Schedule, attached hereto and incorporated herein by reference.

CONNECTUS INMATE SERVICE PLATFORM

Provider will install and provision the Provider's ConnectUs Inmate Service Platform, which shall be configured with the applications set forth in the Schedule for ConnectUs Inmate Service Platform, attached hereto and incorporated herein by reference.

CALLING RATES

Provider will charge rates that are in compliance with state and federal regulatory requirements. International rates, if applicable, will vary by country.



Exhibit A: Customer Statement of Work Skagit County (WA)

This Customer Statement of Work is made part hereto and governed by the Master Services Agreement (the "Agreement") executed between Securus Technologies, Inc. ("we" or "Provider"), and Skagit County, Washington ("you" or "Customer"). The terms and conditions of said Agreement are incorporated herein by reference. This Customer Statement of Work shall be coterminous with the Agreement.

- A. <u>Applications</u>. The parties agree that the Applications listed in the Service Schedule or below shall be provided and in accordance with the Service Level Agreements as described in the applicable section of the Service Schedule to the Agreement.
- B. <u>Equipment</u>. We will provide the equipment/Applications in connection with the SCP services needed to support the required number and type of phones and other components, 2 lobby kiosks, 1 booking kiosk, and storage for 1 YEAR. Additional equipment or applications will be installed only upon mutual agreement by the parties, and may incur additional charges.
- C. Internet Service. We will provide any Internet Service capability required to support and operate and monitor our Applications and Equipment. Internet Service shall be separate and independent from County provided networks.
- D. Access to Facilities. Skagit County shall provide access to Provider personal for the purposes of installing, troubleshooting, maintaining, and configuring equipment owned and operated by Provider and installed at Skagit County facilities for the purpose of supporting this agreement.



Schedule: SECURUS VIDEO VISITATION Skagit County, Washington

This Securus Video Visitation Schedule is made part of and governed by the Master Services Agreement (the "Agreement") executed between Securus Technologies, Inc. ("we" or "Provider" or "Securus") and Skagit County, Washington ("you" or "Customer"). The terms and conditions of the Agreement are incorporated herein by reference. This Schedule shall be coterminous with the Agreement ("Schedule Effective Date").

In addition to the Applications otherwise being provided to Customer pursuant to the Agreement, Provider shall deploy a Video Visitation System as specified in Attachment 1 at the Facility(s) named in the chart below during the Term of the Agreement.

TERMS:

The parties acknowledge that Securus Video Visitation sessions shall be limited to twenty (20) minute and forty (40) minute sessions, and that a session charge of up to \$5.00 and \$10.00, respectively, plus applicable taxes will apply to each remote Video Visitation session; provided, however, that Provider reserves the right, at its sole option, to (i) offer monthly flat rate subscription services, which would allow for unlimited monthly remote visits (certain restrictions may apply) and (ii) to extend the duration of visitation sessions. Moreover, Provider will offer free attorney video visits. If Customer wishes to offer free sessions for any reason other than as allowed pursuant to the Agreement, a session charge of \$5.00 or \$10.00 per session, plus applicable taxes/fees/surcharges, will be deducted from monthly Commission payments made to Customer. As used herein, "remote" Video Visitation sessions shall mean sessions where the inmate's visitor is visiting from a location not on Customer's premises. "On-site" Video Visitation sessions shall mean sessions where the inmate's visitor is visiting from a terminal located on Customer's premises.

Customer will allow Provider to market and promote the use of the Video Visitation System to the inmates, with Customer approval and written consent as to content and methods, in-person visitors, phone call non-inmate participants and potential friends and family end users of the System by allowing Provider to (a) distribute Securus' promotional literature in the Facility's visitation lobby; (b) unless otherwise prohibited by Customer's telephone service contract;. All Video Visitation sessions must be scheduled online by the visitor by accessing Provider's website at www.securustech.net.

If applicable, all recorded Video Visitation sessions will have a standard retention of thirty (30) days from the recording date. It is the responsibility of Customer to remove any desired recordings from the housing location for permanent storage within thirty (30) days of their recordings as they may be permanently deleted by Provider after that time. Provider is not responsible for the loss or quality of any such recordings or the deletion of such recordings after thirty (30) days. Further, it is Customer's sole responsibility to (i) establish and communicate its policies regarding the monitoring and/or recording of private visits (i.e., attorney/client visits, clergy visits or other visits approved and implemented by Customer), and (ii) provide for appropriate accommodations to allow for non-recorded visits, as necessary.

PAYMENT OPTIONS:

The upfront and recurring operational costs for the deployment, management and support of the Video Visitation System are set forth in Attachment 1 (the "upfront costs"). Customer, at its option, may either elect to pay the upfront costs itself or have Provider pay the upfront costs by choosing one of the following options (place a check (" $\sqrt{"}$ " or "X") next to option selected):

Option 1: Customer elects to pay all of the upfront costs set forth in Attachment 1 hereto. By choosing this option, the four additional requirements listed under Option 2 shall not apply.

Option 2: Customer elects to have Provider pay the upfront costs set forth in Attachment 1. By choosing this option, Customer agrees to implement the following additional requirements (which are designed to (i) maximize the full utilization of the Video Visitation System at the Facility(s), (ii) assist Customer in maximizing the scheduling System Software, (iii) improve and automate manual visitation processes, (iv) increase officer safety, (v) maximize the options to the inmates and public to conduct visitation, and (vi) thus allow Provider to recover the upfront costs over time):

- 1. Customer agrees that Video Visitation must be available for paid remote sessions seven (7) days a week for a minimum of eighty (80) hours per Video Visitation terminal per week unless other circumstances such as lock down security/management risk make this impractical.
- 2. Customer shall allow inmates to conduct remote visits without quantity limits other than for punishment for individual inmate misbehavior.
- 3. All on-site Video Visitation sessions shall be required to be scheduled at least 24 hours in advance, where practicable.

COMPENSATION: (Paid Remote Video Visitation Only)

Provider shall pay Customer the commission percentage of the session charges paid to Provider, excluding applicable taxes/fees/surcharges, for Video Visitation sessions placed to Customer's Facilities as specified in the chart below (the "Video Visitation Commission"). Provider reserves the right to deduct Video Visitation session credits from revenue upon which commissions are paid. Provider shall remit the Video Visitation Commission for a calendar month to Customer on or before the 30th day of the following calendar month in which the paid remote Video Visitation sessions were held (the "Payment Date"). All commission payments shall be final and binding upon Customer unless Provider receives written objection within sixty (60) days after the Payment Date.

FACILITIES AND RELATED SPECIFICATIONS:

| Facility Name and Address | Type of Video Visitation | Video Visitation Commission Percentage (Paid Remote Video Visitation Only) |
|--|--------------------------|---|
| Skagit County Community Justice Center | | |
| 201 Suzanne Lane | Remote Paid | 20% |
| Mount Vernon, WA 98273 | | |

*During the first twenty-four (24) months following the deployment of the Video Visitation System, Provider will pay the 20% commission percentage for only those months during which the Facility has achieved 1.5 remote paid visits or greater per inmate, excluding visits paid with a Video Visitation session credit. For any months where the Facility does not achieve the 1.5 remote paid visits per inmate threshold during this first 24-month period, Customer will receive no commission payment hereunder. Commencing upon the twenty-fifth (25th) month following deployment of the Video Visitation System, Provider shall pay twenty percent (20%) each month during the Term of the Agreement. Commissions are paid in one-month arrears and are not subject to retroactive payments or adjustments.

Notwithstanding anything to the contrary, the parties acknowledge that the provision of the Video Visitation services hereunder is based on Customer's estimated Average Daily Population ("ADP" count) and a minimum of one (1) remote paid visit per inmate per month. Therefore, if the number of remote paid visits averages less than 1 per month, Provider reserves the right, no sooner than twelve (12) months after the execution of this Agreement, to renegotiate payment hereunder or discontinue the services.

Customer is responsible for all Jail Management System (JMS) and Commissary integration fees as well as electrical installation, unless otherwise specified in Attachment 1.

WARRANTY: Provider warrants that the services it provides as contemplated in and by this Schedule will be performed in a good and workmanlike manner consistent with industry standards and practices. Provider further warrants that its agent(s) and/or employee(s) utilized by it in the performance of its obligations under this Schedule will be qualified to perform the contracted services. Should any errors or omissions arise in the rendering of the services under this Schedule, Provider will undertake to correct such errors or omissions within a reasonable time period. If Customer purchases from Provider any hardware components in connection with the services hereunder ("Hardware Components"), Provider warrants such components to be free from material defects under normal use, maintenance and service for a period of twelve (12) months from the date of installation of the Hardware Components. This warranty shall be conditional on Customer's compliance with the provisions of this Warranty section.

Provider makes no warranty with respect to low performance, damages or defects in any Hardware Component caused by misuse, misapplication, neglect or accident, nor does Company make any warranty as to any Hardware Component that has been repaired or altered in any way, which, in the sole judgment of Provider affects the performance or purpose for which the Hardware Component was manufactured.

When applicable, Provider shall provide the required replacement parts and components free of charge.

THE WARRANTY OBLIGATIONS OF PROVIDER WITH RESPECT TO THE HARDWARE COMPONENTS ARE STRICTLY LIMITED TO THE REPLACEMENT OF ANY DEFECTIVE HARDWARE COMPONENT. IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL THE LIABILITY OF PROVIDER EXCEED THE UNIT PRICE PAID BY CUSTOMER FOR ANY DEFECTIVE HARDWARE COMPONENT OR PART THEREOF.

EXCEPT AS EXPRESSLY SET FORTH HEREIN OR IN A SCHEDULE TO THE AGREEMENT, THE SERVICES AND ANY HARDWARE COMPONENT TO BE PROVIDED HEREUNDER ARE PROVIDED WITHOUT ANY OTHER WARRANTY OR GUARANTY OF ANY KIND AND PROVIDER DISCLAIMS ANY OTHER EXPRESS OR IMPLIED WARRANTY, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

OWNERSHIP AND USE. The Video Visitation System and Software shall at all times remain Provider's sole and exclusive property. Provider (or Provider's licensors, if any) have and will retain all right, title, interest, and ownership in and to (i) the Software and any copies, custom versions, modifications, or updates of the Software, (ii) all related documentation, and (iii) any trade secrets, know-how, methodologies, and processes related to Provider's Applications, the Video Visitation System, and Provider's other products and services (the "Materials"). The Materials constitute proprietary information and trade secrets of Provider and its licensors, whether or not any portion thereof is or may be the subject of a valid copyright or patent.

<u>LEGALITY/LIMITED LICENSE AGREEMENT</u>: For services related to applications which may allow Customer to monitor and record inmate visitation sessions, by providing the application, Provider makes <u>no</u> representation or warranty as to the legality of recording or monitoring such sessions. Customer may utilize settings to disable the monitoring and recording function to prevent monitoring and recording of private sessions (i.e., attorney client privileged communications, clergy visits, etc.) which shall be Customer's sole responsibility to identify, approve and disable. Further, Customer retains custody and ownership of all recordings; however Customer grants Provider a perpetual limited license to compile, store, and access recordings for purposes of (i) complying with the requests of officials at the Facility, (ii) disclosing information to requesting law enforcement and correctional officials as they may require for investigative, penological or public safety purposes, (iii) performing billing and collection functions, or (iv) maintaining equipment and quality control purposes. This license does not apply to recordings of inmate visitation sessions with their attorneys or to recordings protected from disclosure by other applicable privileges.

IN WITNESS WHEREOF, the parties have caused this Video Visitation Schedule to be executed as of the Schedule Effective Date by their duly authorized representatives.

| CUSTOMER: | PROVIDER: |
|------------------------------|----------------------------|
| Skagit County, Washington | Securus Technologies, Inc. |
| By: [Signature Page Follows] | By: Rthe |
| | Name: Robert Pickens |
| | Title: President |
| | |

DATED this 11 day of April 2017.

BOARD OF COUNTY COMMISSIONERS

| SKAGIT COUNTY, WASHINGTON |
|--|
| Ron Wesen |
| Ron Wesen, Chair Kennet O. Oahlsted |
| Kenneth A. Dahlstedt, Commissioner |
| Dira Januela |
| Lisa Janicki, Commissioner |
| For contracts under \$5,000: Authorization per Resolution R20030146 |
| County Administrator |
| Sheriff, Will Reichardt |
| |

Attest:

Recommended:

Department Head

Approved as to form:

Approved as to indemnification:

Approved as to budget:



Schedule: ConnectUs Inmate Service Platform Skagit County, Washington

This Schedule is between Securus Technologies, Inc. ("Provider"), and Skagit County, Washington ("Customer") and is part of and governed by the Master Services Agreement (the "Agreement") between the parties. The terms and conditions of the Agreement are incorporated herein by reference. This Schedule shall be coterminous with the Agreement ("Schedule Effective Date").

CONNECTUS INMATE SERVICE PLATFORM

DESCRIPTION:

<u>ConnectUs Inmate Service Platform.</u> ConnectUs is a secure, comprehensive inmate communications and services platform that allows for the consolidation of assorted inmate activities in a single, unified interface with a customized mix of applications ("Applications"). ConnectUs allows inmates to use multiple Applications at the same time and automatically prioritizes scheduled communications events to take precedence over non-scheduled events.

GENERAL TERMS AND CONDITIONS:

1. PROVISION OF SERVICE

Provider will make the following Services available to Customer through its ConnectUs Inmate Service Platform (collectively, the "Service") at the Facility(s) named in the chart below during the Term of the Agreement, subject to the terms of the Agreement, this Schedule and each mutually acceptable written ordering document for the Service executed by both Customer and Provider (each, a "Sales Order Form"): (a) the services ordered by Customer as specified in the Sales Order Form attached hereto as Attachment 1 and incorporated herein by this reference; and (b) any additional services ordered pursuant to a mutually acceptable amendment to the Agreement executed by both Customer and Provider.

Facility Name and Address

Skagit County Community Justice Center 201 Suzanne Lane Mount Vernon, WA 98273

2. GRANT OF RIGHTS: OWNERSHIP OF PROPERTY: USE AND RESTRICTIONS

- 2.1 <u>Grant of Rights</u>. Subject to the terms of the Agreement and this Schedule: (a) Provider hereby grants Customer a non-exclusive, non-transferable right during the Term of the Agreement to access and use the Service solely for Customer's internal business purposes as contemplated herein, subject to the Service scope and pricing specified herein and the applicable Sales Order Form; and (b) Customer hereby grants Provider a non-exclusive, non-transferable right to use the electronic data specifically pertaining to Customer and/or its users that is submitted into the Service (collectively, "Customer Data") as necessary for the limited purpose of performing the Service.
- 2.2 Ownership. Provider and its licensors and suppliers own and retain all right, title, and interest in and to the following (collectively, "Provider Property"): (a) the Service and all other software, hardware, technology, documentation, and information provided by Provider in connection with the Service; (b) all ideas, know-how, and techniques that may be developed, conceived, or invented by Provider during its performance under the Agreement; and (c) all worldwide patent, copyright, trade secret, trademark and other intellectual property rights in and to the property described in clauses (a) and (b) above. Except as otherwise expressly authorized herein or by Provider in writing, the non-exclusive use rights set forth in the Agreement are the entirety of Customer's rights in connection with the Provider Property. Customer owns and retains all right, title, and interest in and to the Customer Data and all intellectual property rights therein. Except as otherwise expressly authorized herein or by Customer in writing, the non-exclusive use rights set forth in the Agreement are the entirety of Provider's rights in connection with the Customer Data.

2.3 Use and Restrictions.

- (a) Except as expressly permitted under the Agreement or this Schedule, Customer shall not directly or indirectly do any of the following: (i) access, use, sell, distribute, sublicense, or commercially exploit any Provider Property or any rights under the Agreement, including without limitation any access or use of any Provider Property; (ii) knowingly introduce any infringing, obscene, libelous, or otherwise unlawful data or material into the Service; (iii) copy, modify, or prepare derivative works based on Provider Property; (iv) reverse engineer, decompile, disassemble, or attempt to derive source code from any Provider Property; or (v) remove, obscure, or alter any intellectual property right or confidentiality notices or legends appearing in or on any aspect of any Provider Property.
- (b) At Provider's sole and reasonable discretion, certain of the selected Applications will be made available only during times which would not otherwise interfere with the use of Provider's revenue generating Applications and services.
- (c) Applications ordered by Customer may be disabled by Customer at any time during the Term of the Agreement upon written notice to Provider by an authorized representative of Customer.
- (d) Provider may deny the publication of certain documents, videos or forms in connection with the Service, if in Provider's sole and reasonable discretion, such materials are in conflict with the provision of Provider's Service hereunder.
- (e) Customer shall allow Provider to display videos, documents and digital messages to inmates through ConnectUs to promote Provider's new and existing services, products and features, with approval by Customer.
- (f) Provider is not responsible and hereby disclaims any liability for any and all content of the third party Applications and any documents, videos or forms published by Customer or from outside sources.

3. FEES AND PAYMENT TERMS

- 3.1_Securus will fund the upfront Total Cost of Customer's Investment. If the Agreement is terminated by Customer for any reason excluding acts of God or Provider's material breach_ before the end of the Term, Customer will refund the prorated amount of the Total Cost as set forth in the chart_in Attachment 1. Customer shall pay such refund within 10 days after such termination, or, at Provider's election, Provider may deduct the refund from any Commission owed to Customer.
- 3.2 Provider's fees do not include any governmental taxes, assessments, fees, or duties that may be applicable in connection with the transactions contemplated by this Schedule ("Taxes"). Customer will be responsible for paying all Taxes, except for taxes based on Provider's net income or its authority to do business within a given jurisdiction. If Provider has a legal obligation to pay or collect Taxes for which Customer is responsible under this Schedule, then the appropriate amount will be invoiced to and paid by Customer, unless Customer specifies in the applicable Sales Order Form that it claims tax exempt status for amounts due under the Agreement and provides Provider a valid tax exemption certificate (authorized by the applicable governmental authority) at least five (5) business days prior to the date of the applicable Provider invoice.
- 3.3 Customer shall be responsible for all Jail Management System and Commissary integration fees, if applicable, as well as electrical wiring installation as specified in Attachment 1.

4. WARRANTIES AND LIMITATIONS

4.1 Service Warranties.

- (a) Provider warrants that the services it provides as contemplated in and by this Schedule will be performed in a good and workmanlike manner consistent with industry standards and practices. Provider further warrants that its agent(s) and/or employee(s) utilized by it in the performance of its obligations under this Schedule will be qualified to perform the contracted services. Should any errors or omissions arise in the rendering of the services under this Schedule, Provider will undertake to correct such errors or omissions within a reasonable time period. If Customer purchases from Provider any hardware components in connection with the services hereunder ("Hardware Components"), Provider warrants such components to be free from material defects under normal use, maintenance and service for a period of twelve (12) months from the date of installation of the Hardware Components.
- (b) Provider makes no warranty with respect to low performance, damages or defects in any Hardware Component caused by misuse, misapplication, neglect or accident, nor does Provider make any warranty as to any Hardware

Component that has been repaired or altered in any way, which, in the sole judgment of Provider affects the performance or purpose for which the Hardware Component was manufactured.

- 4.2 Limitation of Warranty.
- (a) THE WARRANTY OBLIGATIONS OF PROVIDER WITH RESPECT TO THE HARDWARE COMPONENTS ARE STRICTLY LIMITED TO THE REPLACEMENT OF ANY DEFECTIVE HARDWARE COMPONENT. IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL THE LIABILITY OF PROVIDER EXCEED THE UNIT PRICE PAID BY CUSTOMER FOR ANY DEFECTIVE HARDWARE COMPONENT OR PART THEREOF.
- (b) EXCEPT AS EXPRESSLY SET FORTH HEREIN OR IN A SCHEDULE TO THE AGREEMENT, THE SERVICES AND ANY HARDWARE COMPONENT TO BE PROVIDED HEREUNDER ARE PROVIDED WITHOUT ANY OTHER WARRANTY OR GUARANTY OF ANY KIND AND PROVIDER DISCLAIMS ANY OTHER EXPRESS OR IMPLIED WARRANTY, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 4.3 Professional Responsibility. As between Customer and Provider, Customer assumes full responsibility for the use of information provided through the Application(s) for patient care. No electronic personally identifiable health information is to be input and maintained into the Application(s). Clinical information, if any, in the Applications is intended as a supplement to, and not a substitute for, the knowledge, expertise, and judgment of professional personnel. Customer acknowledges that the professional duty to the patient in providing healthcare services lies solely with the healthcare professional providing patient care services. Provider disclaims liability for the use of any information provided by, or results obtained from, the Applications used by professional personnel. Provider, its affiliates and licensors, are not liable for actions of Customer or its authorized users, which may result in any liability due to malpractice or failure to warn. Provider provides no medical or other professional advice in connection with the Applications and the information contained therein. The parties acknowledge that a licensed professional is responsible for independently reaching any medical or other professional judgment and for any resulting diagnosis and treatments, notwithstanding any use of the Applications by such professional.

EXECUTED as of the Schedule Effective Date.

| CUSTOMER: | PROVIDER: | | | |
|-------------------------------------|----------------------------|--|--|--|
| Skagit County, Washington | Securus Technologies, Inc. | | | |
| By: [Signature Page Follows] | By: 1/20 | | | |
| | Name: Robert Pickens | | | |
| | Title: President | | | |

| DATED this 17 day of April 2017. |
|---|
| |
| |
| |
| Attest: Clerk of the Board |
| |
| Recommended: Department Head |
| Approved as to form: |
| OC 4/14/2017 Civil Deputy Prosecuting Attorney |
| Approved as to indemnification: Risk Manager |
| Approved on to budget |

Budget & Finance Director

BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON

Ron Wesen, Chair

Kenneth A. Dahlstedt, Commissioner

Lisa Janicki, Commissioner

For contracts under \$5,000:
Authorization per Resolution R20030146

Sheriff, Will Reichardt



Attachment 1

ConnectUs Inmate Service Platform SALES ORDER FORM SERVICE DESCRIPTIONS

APPLICATIONS

Provider, through ConnectUs, offers the following Applications. The Applications, which have been ordered by Customer are reflected on the Price Page, which follows.

Yideo Visitation Application

The ConnectUs Video Visitation Application provides video face-to-face visits between inmates and the inmates' friends and family members and also allows the inmate to view upcoming scheduled visits using the ConnectUs touch screen. This Application requires an executed agreement between Provider and Customer for Provider's Securus Video Visitation.

Phone Call Application

The ConnectUs Phone Call Application allows Inmates to place calls, which go through Provider's centralized Secure Call Platform ("SCP") simply by pressing the Phone Call Icon on the touch screen of ConnectUs. This Application requires an executed agreement between Provider and Customer for Provider's SCP Call Platform.

Inmate Forms (Grievance) Application

The Inmate Forms (Grievance) Application facilitates the systematic receipt, routing and categorization of grievance situations and offers a tracking system that improves response times and metrics useful in assessments and resource allocations. Provider will retain and provide Customer access to the data for the term of the Agreement.

Third Party Vendor Commissary Application

The ConnectUs Third Party Vendor Commissary Application provides an automated means for inmates to order commissary goods through Customer's third-party commissary provider.

Website Education Application (URL)

The ConnectUs Website Education Application makes Customer-approved third party educational websites available to inmates.

Inmate Videos Application (.MP4)

The ConnectUs Inmate Videos Application enhances communications with Inmates by allowing multiple Customer-approved videos.

Inmate Handbook Application (.PDF)

The ConnectUs Inmate Handbook Application publishes common PDF documents to inmates (e.g., the Inmate Handbook) for up-to-date access to Customer Information.

Emergency Visitation Application

The ConnectUs Emergency Visitation Application allows inmates to initiate a request for a video call with Customer staff to report an emergency situation.

Sick Call Application

The ConnectUs Sick Cali Application allows inmates to report symptoms to Customer health officials by completing a "sick form" that identifies the inmate's symptoms.

Self-Op Commissary Ordering Application

The ConnectUs Self-Op Commissary Ordering Application allows Customer to configure its commissary product line within ConnectUs giving inmates an automated means to order commissary goods.

Job Search Application

The ConnectUs Job Search Application allows inmate job-seekers access to local, regional and national Jobs of all types and level of experience.

Law Library Application

The ConnectUs Law Library Application allows inmates to perform legal research through a comprehensive collection of state and federal laws, including resources pertaining to constitutions, statutes, cases and more.

SALES ORDER FORM

Securus Inmate Services Platform - Price List

| | Video Visitation Terminals - Single Handset (Inmate) | One Time | \$ | 4.000 | 26 | \$ | 104,000 |
|--------------------------------------|--|----------------|---------|------------|----------------------|--------|---------|
| | Video Visitation Terminals - Single Handset (Visitor) | One Time | \$ | 4,000 | ō | Š | , |
| lardware | Video Visitation Terminais - Duai Handset (Visitor) | One Time | Š | 4.250 | 3 | Š | 12,75 |
| | Mobile Cart, Including UPS Battery Backup | One Time | \$ | 1,440 | 0 | \$ | • |
| | Networking Wiring | One Time | \$ | 500 | 29 | \$ | 14,50 |
| | Electrical Wiring* | One Timo | \$ | 1,500 | 0 | \$ | - |
| | Hardwere Installation | One Time | \$ | 500 | 29 | \$ | 14.50 |
| | JMS and 3rd Party Vendor Integration** | One Time | \$ | • | 0 | \$ | - |
| | Softwere Application Setup: | One Time | | | | | |
| | Securus Video Visitation Application | One Time | \$ | - | 1 | \$ | • |
| Installation and Implementation | - Phone Cell Application | One Time | \$ | - | 0 | \$ | - |
| Software Application is one time per | - Inmate Forms Application (Grievance) | One Time | \$ | • | 0 | \$ | - |
| App, per contract) | Inmate Handbook Application (.PDF) | One Time | \$ | - | 0 | \$ | - |
| | - Third Party Vendor Commissary Application | One Time | \$ | • | 0 | \$ | - |
| | - Website Education Application (URL) | One Time | \$ | • | 0 | \$ | • |
| | - Inmate Videos Application (.MP4) | One Time | \$ | - | 0 | \$ | - |
| | - Self-Op Commissary Ordering Application | One Time | \$ | • | 0 | \$ | • |
| | - Emergency Visitation Application | One Time | \$ | • | 0 | \$ | - |
| | - Inmate Sick Form | One Time | S | • | 0 | \$ | - |
| | Job Search Application | Recurring | \$ | • | 1 | \$ | - |
| | Law Library Application | Recurring | \$ | • | 1 | \$ | • |
| | Securus Video Visitation Application | Recurring | \$ | - | 29 | \$ | |
| Annual Subscription and Hosting Fee | Phone Call Application | Recurring | \$ | • | 0 | \$ | • |
| | Inmate Forms Application (Grievance) | Recurring | \$ | • | 0 | \$ | - |
| | Inmate Handbook Application (,PDF) | Recurring | \$ | • | 0 | \$ | ٠ |
| | Third Party Vendor Commissary Application | Recurring | \$ | • | 0 | \$ | • |
| (per App, per Terminal, per year) | Website Education Application (URL) | Recurring | \$ | - | 0 | \$ | |
| (bei schri ber reittiger ber keen) | Inmate Videos Application (.MP4) | Recurring | \$ | - | 0 | \$ | - |
| | Self-Op Commissary Ordering Application | Recurring | \$ | • | 0 | \$ | - |
| | Emergency Visitation Application | Recurring | \$ | - | 0 | \$ | - |
| | Inmate Sick Form | Recurring | \$ | - | 0 | \$ | • |
| | Job Search Application | Recurring | \$ | 3,250 | 1 | \$ | 3,250 |
| | Law Library Application | Recurring | \$ | 8,000 | 1 | \$ | 8,000 |
| | Annual Terminal Extended Hardware Maintenance | Recurring | \$ | 500 | 29 | _\$ | 14,500 |
| Visc. | Recurring Telecom | Recurring | \$ | 5,040 | 0 | '\$ | • |
| | Recording Ratention (30 days) | One Time | \$ | 100 | 26 | \$ | 2,600 |
| | On-Site Training (per day) | One Time | \$ | 2,000 | 2_ | \$ | 4,000 |
| | | | | One | Teri Time Co-Time | | 152,350 |
| | | Annual License | & Maint | enance Cos | it (per yea | r) | 25,750 |
| | | | | | Total Cos | rt: \$ | 281,100 |
| | | | | 2001018 | TEMPS TO SHE | nc 3s | - |

^{*} Customer responsible for electrical wiring

Securus will fund the upfront Total Cost of Customer's Investment. If the Agreement is terminated for any reason before the end of the Term, Customer will refund the prorated amount of the Total Cost as set forth in the chart above. Customer shall pay such refund within 10 days after such termination, or, at Provider's election, Provider may deduct the refund from any Commission owed to Customer.

^{**} Customer responsible for JMS/Commissary Integration Fees, if applicable

JHANJOTARKD

NCORÉ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/14/2017

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). CONTACT Willis Towers Watson Certificate Center Willis of Texas, Inc. c/o 26 Century Blvd P.O. Box 305191 PHONE (A/C, No, Ext): (877) 945-7378 FAX (A/C, No): (888) 467-2378 E-MAIL ADDRESS: certificates@willis.com Nashville, TN 37230-5191 INSURER(S) AFFORDING COVERAGE NAIC# INSURER A : Berkley National Insurance Company 38911 INSURED INSURER B: Securus Technologies, Inc. INSURER C : 4000 International Parkway INSURER D : Carrollton, TX 75007 INSURER E: INSURER F CERTIFICATE NUMBER: **REVISION NUMBER: COVERAGES** 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. POLICY EFF POLICY EXP ADDL SUBR INSD WVD INSR LIMITS TYPE OF INSURANCE **POLICY NUMBER** TR 1,000,000 Α X COMMERCIAL GENERAL LIABILITY **EACH OCCURRENCE** DAMAGE TO RENTED PREMISES (Ea occurrence) 1,000,000 CLAIMS-MADE | X | OCCUR TCP7008991-10 09/09/2016 09/09/2017 X 10,000 MED EXP (Any one person) 1,000,000 PERSONAL & ADV INJURY 2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER GENERAL AGGREGATE 2,000,000 POLICY X PROT X LOC PRODUCTS - COMP/OP AGG OTHER: COMBINED SINGLE LIMIT (Ea accident) **AUTOMOBILE LIABILITY** ANY AUTO BODILY INJURY (Per person) SCHEDULED AUTOS OWNED AUTOS ONLY **BODILY INJURY (Per accident)** PROPERTY DAMAGE (Per accident) HIRED AUTOS ONLY NON-OWNED AUTOS ONLY UMBRELLA LIAB **OCCUR** EACH OCCURRENCE **EXCESS LIAB** CLAIMS-MADE **AGGREGATE** DED RETENTION \$ PER STATUTE WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE If yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Skagit County, its elected officials, officers and employees are included as Additional Insureds as respects to General Liability. General Liability policy shall be Primary and Non-contributory with any other insurance in force for or which may be purchased by Additional Insureds. CERTIFICATE HOLDER CANCELLATION 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 **Skagit County** 1800 Continental Place

Mount Vernon, WA 98273



DATE (MM/DD/YYYY) 09/08/2017

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

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.

| this certificate does not confer rights | t to tr to the | ne te cert | rms and conditions of th tificate holder in lieu of s | ne policy uch end | y, certain po orsement(s | olicies may). | require an endorsemen | t. As | tatement on |
|---|-------------------------|------------------------|---|------------------------------|---|---|--|-------|-------------|
| PRODUCER | | | | CONTAC NAME: | | | | | |
| Willis of Texas, Inc. | | | PHONE (A/C, No, Ext): 1-877-945-7378 (A/C, No): 1-888-467-2378 | | | | | | |
| c/o 26 Century Blvd P.O. Box 305191 | | | | I E-MAII | | ates@willi | | | |
| Nashville, TN 372305191 USA | | | | | INS | URER(S) AFFOR | RDING COVERAGE | | NAIC# |
| | | | | INSURER | | | insurance Company | | 16535 |
| INSURED | | u | | INSURER | 1 B : | | · | | |
| Securus Technologies, Inc. 4000 International Parkway | | | | INSURER | ic: | | | | |
| Carrollton, TX 75007 | | | | INSURER | D: | - | | | |
| | | | | INSURER | E: | | | | |
| | | | | INSURER | F: | | · | | |
| | | | NUMBER: W3480072 | | | | REVISION NUMBER: | | |
| THIS IS TO CERTIFY THAT THE POLICIES INDICATED. NOTWITHSTANDING ANY RI CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH | EQUIR PERT. POLIC | REMEI AIN, CIES. | NT, TERM OR CONDITION THE INSURANCE AFFORDI LIMITS SHOWN MAY HAVE | OF ANY ED BY T BEEN RE | CONTRACT HE POLICIES EDUCED BY I | OR OTHER I S DESCRIBEI PAID CLAIMS. | OCCUMENT WITH RESPE | OT TO | WHICH THIS |
| INSR LTR TYPE OF INSURANCE | ADDL INSD | | | | POLICY EFF MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMIT | s | |
| X COMMERCIAL GENERAL LIABILITY | | | | | | | EACH OCCURRENCE | \$ | 1,000,000 |
| CLAIMS-MADE X OCCUR | | | | i | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ | 1,000,000 |
| A | | | | | | | MED EXP (Any one person) | \$ | 10,000 |
| | Y | | GLA 1070513-00 | 0 | 9/09/2017 | 09/09/2018 | PERSONAL & ADV INJURY | \$ | 1,000,000 |
| GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | | GENERAL AGGREGATE | \$ | 2,000,000 |
| POLICY PRO- | | | | | | | PRODUCTS - COMP/OP AGG | \$ | 2,000,000 |
| OTHER: | | | · · · · · · · · · · · · · · · · · · · | | | | | \$ | |
| AUTOMOBILE LIABILITY | | | | | | | COMBINED SINGLE LIMIT (Ea accident) | \$ | |
| ANY AUTO OWNED SCHEDULED | | | | | | | BODILY INJURY (Per person) | \$ | |
| AUTOS ONLY AUTOS NON-OWNED | | | | | | | BODILY INJURY (Per accident) PROPERTY DAMAGE | \$ | |
| AUTOS ONLY AUTOS ONLY | | | | | | | (Per accident) | \$ | |
| UMBRELLA LIAB OCCUP | | | | | | | | \$ | |
| - CCCOR | | | | | | | EACH OCCURRENCE | \$ | |
| CLAIMIG-WADE | | | | | | | AGGREGATE | \$ | |
| DED RETENTION \$ WORKERS COMPENSATION | | - | | | | | PER OTH- | \$ | |
| AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE | | | | | | ļ | STATUTE ER | | |
| OFFICER/MEMBEREXCLUDED? (Mandatory in NH) | N/A | | | | | | E.L. EACH ACCIDENT | \$ | |
| If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | | E.L. DISEASE - EA EMPLOYEE | | |
| DESCRIPTION OF OF EIGHTIONS BEIOW | | | | | | | E.L. DISEASE - POLICY LIMIT | \$ | |
| | | | | | | | | | |
| | | | | | | | | | |
| DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICL Skagit County, its elected offic General Liability. | ES (A | CORD, of | 101, Additional Remarks Schedul ficers and employees | ie, may be a | attached if more | space is require s Addition | d) nal Insureds as res | pects | to |
| CERTIFICATE HOLDER | | | | CANCE | LLATION | | | | |
| (| !C | A) | MAIEW | SHOU THE ACCO | LD ANY OF T EXPIRATION RDANCE WIT | H THE POLICY | ESCRIBED POLICIES BE CAREOF, NOTICE WILL E | | |
| Skagit County 1800 Continental Place Mount Vernon, WA 98273 | | 9.1 | 8-17 | AUTHORIZ | ZED REPRESEN | TATIVE | | | |

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| AGENCY CUSTOMER ID: | |
|---------------------|--|
| LOC #: | |



ADDITIONAL REMARKS SCHEDULE

| Page | 2 | of | 2 |
|------|---|----|---|
| uge | - | 0. | - |

| AGENCY Willis of Texas, Inc. | | NAMED INSURED Securus Technologies, Inc. | | |
|------------------------------|-------------------------|---|--|--|
| POLICY NUMBER See Page 1 | | 4000 International Parkway Carrollton, TX 75007 | | |
| CARRIER See Page 1 | NAIC CODE See Page 1 | EFFECTIVE DATE: See Page 1 | | |

| See Page 1 | See Page 1 | EFFECTIVE DATE: See Page 1 |
|---|------------|---|
| ADDITIONAL REMARKS | | |
| THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACC | RD FORM, | |
| FORM NUMBER: 25 FORM TITLE: Certificate of | Liability | Insurance |
| General Liability policy shall be Primary and Nor purchased by Additional Insureds. | -contribut | ory with any other insurance in force for or which may be |
| | | |
| | | |
| | | |
| | | |
| | | |



09/25/2019

CERTIFICATE OF LIABILITY INSURANCE

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 | | CONTACT NAME: | | | |
|--|--------------------------------|--------------------------|--------------------|-------------------------------|-------|
| Aon Risk Insurance Services Wes Denver CO Office | st, inc. | PHONE (A/C. No. Ext): | (866) 283-7122 | FAX (A/C. No.): (800) 363- | 0105 |
| 1900 16th Street, Suite 1000 Denver CO 80202 USA | RECEIVED | E-MAIL ADDRESS: | | | |
| | | | INSURER(S) AFFORDI | NG COVERAGE | NAIC# |
| INSURED | SEP 3 0 2019 | INSURER A: | Zurich American I | ns Co | 16535 |
| Securus Technologies, Inc. 4000 International Parkway | 02. 0 2 2010 | INSURER B: | American Guarante | e & Liability Ins Co | 26247 |
| Carrollton TX 75007 USA | SKAGIT COUNTY | INSURER C: | | | |
| | | INSURER D: | | | |
| | | INSURER E: | | | |
| | | INSURER F: | | | |
| COVERAGES | CERTIFICATE NUMBER: 5700784572 | 255 | REVI | SION 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.

Limits shown are as requeste

| ISR TR | TYPE OF INSURANCE | ADDL INSD | SUBR | POLICY NUMBER | POLICY EFF | POLICY EXP | LIMITS | n are as requeste |
|-----------|--|--------------|------|----------------|--------------|--------------|---|-------------------|
| 1 | | INSD | | | (MM/DD/YYYY) | (MM/DD/YYYY) | | |
| ^ 🗅 | COMMERCIAL GENERAL LIABILITY | 1 1 | | GLA 1070513-02 | 09/30/2019 | 09/30/2020 | EACH OCCURRENCE | \$1,000,00 |
| _ | CLAIMS-MADE X OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$1,000,00 |
| L | | | | | | | MED EXP (Any one person) | \$10,00 |
| _ | | | | | | | PERSONAL & ADV INJURY | \$1,000,00 |
| _ | BEN'L AGGREGATE LIMIT APPLIES PER: | i l | | | | | GENERALAGGREGATE | \$2,000,00 |
| × | POLICY PROJECT LOC OTHER: | | | | | | PRODUCTS - COMP/OP AGG | \$2,000,00 |
| A | UTOMOBILE LIABILITY | | | GLA 1070513-02 | 09/30/2019 | 09/30/2020 | COMBINED SINGLE LIMIT (Ea accident) | \$1,000,00 |
| х | ANYAUTO | | | | | | BODILY INJURY (Per person) | |
| | OWNED SCHEDULED AUTOS ONLY AUTOS | | | | | | BODILY INJURY (Per accident) | |
| F | HIRED AUTOS ONLY ONLY AUTOS ONLY AUTOS ONLY AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | |
| В х | WIMBRELLA LIAB X OCCUR | | | AUC107062102 | 09/30/2019 | 09/30/2020 | EACH OCCURRENCE | \$1,000,00 |
| | EXCESS LIAB CLAIMS-MADE | | | | | ĺ | AGGREGATE | \$1,000,00 |
| . . | DED RETENTION | | | | 20 (20 (201 | | | |
| | NORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N | | i | wC107051203 | 09/30/2019 | 09/30/2020 | X PER OTH- | |
| | ANY PROPRIETOR / PARTNER / EXECUTIVE N | N/A | | | | | E.L. EACH ACCIDENT | \$1,000,00 |
| - 10 | Mandatory in NH) | | | | | | E.L. DISEASE-EA EMPLOYEE | \$1,000,00 |
| | f yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE-POLICY LIMIT | \$1,000,00 |
| | | | | - | | | | |
| | | | | | | | | |
| | | | | | | | | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Skagit County, its elected officials, officers and employee are included as Additional Insured in accordance with the policy provisions of the General Liability policy. General Liability policy evidenced herein is Primary and Non-Contributory to other insurance available to an Additional Insured, but only in accordance with the policy's provisions.

| CERTIFICATE | HOLDER |
|--------------------|---------------|
|--------------------|---------------|

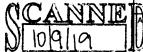
CORD

CANCELLATION

C20170196, A20170100, C20180429

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

Skagit County 1800 Continental Place Mount Vernon WA 98273 USA



THORIZED REPRESENTATIVE

Aon Prish Insurance Services West Inc



DATE(MM/DD/YYYY) 09/30/2020

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| PRODUCER Aon Risk Insurance Services Wes Denver CO Office | st, Inc. | CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363 | | | | |
|---|---------------------------------|--|---------------------|-------------|---------------------------------------|--|
| 1900 16th Street, Suite 1000 Denver CO 80202 USA | TE | -MAIL ADDRESS: | | (A.C. No.): | | |
| | | | INSURER(S) AFFORDIN | G COVERAGE | NAIC # | |
| INSURED | IN | SURER A: | Liability Company | 38318 | | |
| Securus Technologies, LLC 4000 International Parkway | IN | ISURER B: | 11515 | | | |
| Carrollton TX 75007 USA | IN | ISURER C: | | | | |
| | IN | ISURER D: | | | | |
| | IN | INSURER E: | | | | |
| | IN | SURER F: | | | | |
| COVEDAGES | COTIFICATE MUMBER, F70004005700 | | | | · · · · · · · · · · · · · · · · · · · | |

COVERAGES CERTIFICATE NUMBER: 570084285700 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.

| | EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested | | | | | | | |
|-------------|---|----------------|-------------------|---|---|--|--|--|
| INSR LTR | | ADDL S INSD | WVD POLICY NUMBER | POLICY EFF POLICY EXP (MM/DD/YYYY) (MM/DD/YYYY | AI LIMITS I | | | |
| A | X COMMERCIAL GENERAL LIABILITY | | 10000100152201 | 09/30/2020 09/30/202 | | | | |
| | CLAIMS-MADE X OCCUR | | | | DAMAGE TO RENTED \$100,000 PREMISES (Ea occurrence) | | | |
| | | | | | MED EXP (Any one person) \$10,000 | | | |
| ĺ | | | | | PERSONAL & ADV INJURY \$1,000,000 | | | |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | i | GENERAL AGGREGATE \$2,000,000 | | | |
| | X POLICY JECT LOC | ľ | | | PRODUCTS - COMP/OP AGG \$2,000,000 | | | |
| | OTHER: | | | | | | | |
| Α | AUTOMOBILE LIABILITY | | 1000 198200201 | 09/30/2020 09/30/2021 | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 | | | |
| l | X ANY AUTO | | | | BODILY INJURY (Per person) | | | |
| | OWNED SCHEDULED AUTOS | | | | BODILY INJURY (Per accident) | | | |
| | AUTOS ONLY HIRED AUTOS ONLY ONLY AUTOS ONLY AUTOS ONLY | | | | PROPERTY DAMAGE (Per accident) | | | |
| <u> </u> | | | | | | | | |
| В | UMBRELLA LIAB X OCCUR | | 100041553 | 09/30/2020 09/30/2021 | EACH OCCURRENCE \$5,000,000 | | | |
| | X EXCESS LIAB CLAIMS-MADE | | | İ | AGGREGATE \$5,000,000 | | | |
| | DED RETENTION | | | | | | | |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | 1000004364 | 09/30/2020 09/30/2021 | X PER STATUTE OTH- | | | |
| | ANY PROPRIETOR / PARTNER / EXECUTIVE N | N/A | | | E.L. EACH ACCIDENT \$1,000,000 | | | |
| | (Mandatory in NH) | " " | | | E.L. DISEASE-EA EMPLOYEE \$1,000,000 | | | |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | E.L. DISEASE-POLICY LIMIT \$1,000,000 | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | l l | | | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Skagit County, its elected officials, officers and employee are included as Additional Insured in accordance with the policy provisions of the General Liability policy. General Liability policy evidenced herein is Primary and Non-Contributory to other insurance available to an Additional Insured, but only in accordance with the policy's provisions.

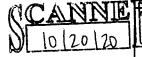
| CERTIFICATE H | IOL | DER |
|---------------|-----|-----|
|---------------|-----|-----|

CANCELLATION

C20170196, C20180429, A 20170100

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

Skagit County 1800 Continental Place Mount Vernon WA 98273 USA



HORIZED REPRESENTATIVE

Aon Rish Insurance Services West, Inc.





DATE(MM/DD/YYYY) 10/01/2020

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| PRODUCER | CONTACT NAME: |
|---|---|
| Aon Risk Insurance Services West, Inc. Denver CO Office | PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 |
| Denver CO Office 1900 16th Street, Suite 1000 Denver CO 80202 USA | E-MAIL ADDRESS: |
| 55.11C. C5 55252 553. | INSURER(S) AFFORDING COVERAGE NAI |
| INSURED | INSURER A: Starr Indemnity & Liability Company 38318 |
| Securus Technologies, LLC | INSURER B: QBE Specialty Insurance Company 11515 |
| 4000 International Parkway Carrollton TX 75007 USA | INSURER C: |
| | INSURER D: |
| | INSURER E: |
| | INSURER F: |
| | DEVICION NUMBER: |

| | | REVISION NUMBER: |
|-----------|----------------------------------|------------------|
| | CERTIFICATE NUMBER: 570084343705 | |
| COVERAGES | | |
| | | |
| | | |

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.

Limits shown are as requested.

| EX | EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY FAID CLAIMS. | | | | | | | | |
|-------------|--|------|------|----------------|------------|----------------------------|---|-------------|--|
| INSR LTR | TYPE OF INSURANCE | ADDL | SUBR | POLICY NUMBER | | POLICY EXP (MM/DD/YYYY) | LIMITS | 3 | |
| Ã | X COMMERCIAL GENERAL LIABILITY | | | 10000100152201 | 09/30/2020 | 09/30/2021 | EACH OCCURRENCE | \$1,000,000 | |
| | CLAIMS-MADE X OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$100,000 | |
| l | | | | | | | MED EXP (Any one person) | \$10,000 | |
| l | | | | | | | PERSONAL & ADV INJURY | \$1,000,000 | |
| 1 | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | \$2,000,000 | |
| Ì | X POLICY PRO- | | | | | | PRODUCTS - COMP/OP AGG | \$2,000,000 | |
| ļ | OTHER: | | | | | | | | |
| Α | AUTOMOBILE LIABILITY | | | 1000 198200201 | 09/30/2020 | 09/30/2021 | COMBINED SINGLE LIMIT (Ea accident) | \$1,000,000 | |
| | X ANY AUTO | | | | | | BODILY INJURY (Per person) | | |
| 1 | OWNED CONSCHEDULED | | | | | | BODILY INJURY (Per accident) | | |
| | AUTOS ONLY HIRED AUTOS NON-OWNED | | | | | | PROPERTY DAMAGE (Per accident) | | |
| ļ | ONLY AUTOS ONLY | | | | | | | | |
| В | UMBRELLA LIAB X OCCUR | | | 100041553 | 09/30/2020 | 09/30/2021 | EACH OCCURRENCE | \$5,000,000 | |
| İ | X EXCESS LIAB CLAIMS-MADE | | | ř. | | | AGGREGATE | \$5,000,000 | |
| | DED RETENTION | 1 | | | | | | | |
| A | WORKERS COMPENSATION AND | | | 1000004364 | 09/30/2020 | 09/30/2021 | X PER STATUTE OTH- | | |
| l | EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE N | 3) } | | | | | E.L. EACH ACCIDENT | \$1,000,000 | |
| | (Mandatory in NH) | N/A | | | | | E.L. DISEASE-EA EMPLOYEE | \$1,000,000 | |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE-POLICY LIMIT | \$1,000,000 | |
| | | | | | | | | | |
| | | | | | | | | | |
| l | | | | | | <u> </u> | <u> </u> | | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Skagit County, its elected officials, officers and employee are included as Additional Insured in accordance with the policy provisions of the General Liability policy. General Liability policy evidenced herein is Primary and Non-Contributory to other insurance available to an Additional Insured, but only in accordance with the policy's provisions.

| CERTIFICATE HOLDER | CANCELLATION | |
|--------------------|--------------|--|
| | | |

Skagit County 1800 Continental Place Mount Vernon WA 98273 USA 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

Aon Rish Insurance Services West Inc





DATE(MM/DD/YYYY) 11/24/2020

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 rig | nts to the certificate holder in lieu of such (| endorsemen | it(s). | | | |
|---|---|--|---------------------|------------------------------|-------|--|
| PRODUCER Aon Risk Insurance Services | West Inc | CONTACT NAME: | | | | |
| Denver CO Office | · | PHONE (A/C. No. Ext): | (866) 283-7122 | FAX (A/C. No.): (800) 363 | -0105 | |
| 1900 16th Street, Suite 100 Denver CO 80202 USA | 0 | E-MAIL ADDRESS: | | | | |
| | | | INSURER(S) AFFORDII | NG COVERAGE | NAIC# | |
| INSURED | | INSURER A: | Starr Indemnity & | Liability Company | 38318 | |
| Securus Technologies, LLC 4000 International Parkway | | INSURER B: QBE Specialty Insurance Company | | | 11515 | |
| Carrollton TX 75007 USA | | INSURER C: | | | | |
| | | INSURER D: | | | | |
| | | INSURER E: | | | | |
| | | INSURER F: | | | | |
| COVERAGES | CERTIFICATE NUMBER: 57008503379 | 96 | REVI | SION 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

| A AUTOMOBILE LIABILITY OWNED AUTOS ONLY HIRD AUTOS ONLY ONLY ONLY ONLY OF ICERMENGES LIABILITY WORKERS COMPENSATION AND EXPORPING ONLY OFFICER/MEMBER EXCLUDED? NA AVAITO DED RETENTION AND EMPLOYERS COMPENSATION AND EMPLOYERS COMPENSATION AND EMPLOYERS LIABILITY 1000004364 09/30/2020 09/30/2021 EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Lea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGDRICATE PRODUCTS - COMP/OP AGG | INSR LTR | | TYPE OF INSURANCE | ADDL | SUBR | POLICY NUMBER | POLICY EFF | POLICY EXP | | n are as requested |
|--|-------------|-----|---|--------|-------|-----------------------------------|------------------------|----------------------------|------------------------------|--------------------|
| CLAIMS-MADE X OCCUR CLAIMS-MADE X OCCUR CLAIMS-MADE X OCCUR CLAIMS-MADE X OCCUR CLAIMS-MADE X OCCUR CLAIMS-MADE X OCCUR CLAIMS-MADE X OCCUR CENTER LAGGREGATE LIMIT APPLIES PER: A POLICY | A | Х | COMMERCIAL GENERAL LIABILITY | INSU | WVD | | 09/30/2020 | (MM/DD/YYYY) 09/30/2021 | | \$1,000,000 |
| MED EXP (Any one person) PERSONAL & ADV INJURY GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO OTHER: A AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY HIRED AUTOS ONLY ONLY B UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION A WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR / PARTINER / EXECUTIVE OFFICER/MEMBER EXCLUDED? A WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR / PARTINER / EXECUTIVE OFFICER/MEMBER EXCLUDED? A LICENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR / PARTINER / EXECUTIVE OFFICER/MEMBER EXCLUDED? A LICENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR / PARTINER / EXECUTIVE OFFICER/MEMBER EXCLUDED? A LICENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR / PARTINER / EXECUTIVE OFFICER/MEMBER EXCLUDED? A LICENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR / PARTINER / EXECUTIVE OFFICER/MEMBER EXCLUDED? A LICENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR / PARTINER / EXECUTIVE OFFICER/MEMBER EXCLUDED? A LICENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR / PARTINER / EXECUTIVE OFFICER/MEMBER EXCLUDED? A LICENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR / PARTINER / EXECUTIVE OFFICER/MEMBER EXCLUDED? | | | CLAIMS-MADE X OCCUR | | | | | | DAMAGE TO RENTED | \$100,000 |
| GENTLAGGREGATE LIMIT APPLIES PER: X POLICY JECT LOC OTHER: A AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRD AUTOS ONLY HIRD SUNGED AUTOS ONLY B UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION A WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR! APATINER / EXECUTIVE NA/A OP/30/2020 09/30/2021 COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PROPERTY DAMAGE (Per accident) A WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR! PARTNER / EXECUTIVE NA/A N/A I 000004364 O9/30/2020 09/30/2021 X PER STATUTE OTH ERR ELL EACH ACCIDENT ELL EACH ACCIDENT ELL EACH ACCIDENT ELL EACH ACCIDENT | | | | | | | | | | \$10,000 |
| X | | | | | | | | | PERSONAL & ADV INJURY | \$1,000,000 |
| OTHER: 1000 198200201 09/30/2020 09/30/2021 COMBINED SINGLE LIMIT (Ea accident) | | | | | | | | | GENERAL AGGREGATE | \$2,000,000 |
| AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY HIRED AUTOS ONLY HIRED AUTOS ONLY HIRED AUTOS ONLY AUTOS ONLY HIRED AUTOS ONLY NON-OWNED AUTOS ONLY HIRED AUTOS ONLY AUTOS ONLY NON-OWNED AUTOS ONLY HIRED AUTOS ONLY AUTOS ONLY HIRED AUTOS ONLY AUTOS ONLY AUTOS ONLY HIRED AUTOS ONLY AUTOS ONLY HIRED AUTOS ONLY AUTOS ONLY AUTOS ONLY HIRED AUTOS ONLY AUTOS ONLY HIRED AUTOS ONLY AUTOS ONLY HIRED AUTOS ONLY AUTOS ONLY AUTOS ONLY HIRED AUTOS ONLY AUTOS ONLY HIRED AUTOS ONLY BODILY INJURY (Per person) PROPERTY DAMAGE (Per accident) AGGREGATE AGGREGATE AGGREGATE OP/30/2020 09/30/2021 AUTOS ONLY FEL BISEASE EARMOLOVEE ELL BACH ACCIDENT FEL DISEASE EARMOLOVEE AND OVER | | X | | | | | | | PRODUCTS - COMP/OP AGG | \$2,000,000 |
| OWNED AUTOS ONLY HIRED AUTOS ONLY AUTOS ONLY AUTOS ONLY AUTOS ONLY B UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION A WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N / A OWNED AUTOS NON-OWNED AUTOS NON-OWNED AUTOS NON-OWNED AUTOS NON-OWNED AUTOS 100041553 09/30/2020 09/30/2021 EACH OCCURRENCE AGGREGATE 2 PER STATUTE OTH ERROR OFFICER/MEMBER EXCLUDED? (Mandatory in NH) L.L. EACH ACCIDENT E.L. DISPASSE EA EMPLOYEE | ` | AUI | OMOBILE LIABILITY | | | 1000 198200201 | 09/30/2020 | 09/30/2021 | | \$1,000,00 |
| AUTOS ONLY HIRED AUTOS ONLY HIRED AUTOS ONLY HIRED AUTOS ONLY HIRED AUTOS ONLY HIRED AUTOS ONLY HIRED AUTOS ONLY HIRED AUTOS ONLY AUTOS ONLY HIRED AUTOS ONLY H | | х | ANY AUTO | | | | | | BODILY INJURY (Per person) | |
| AUTOS ONLY NON-OWNED AUTOS ONLY BIRD AUTOS ONLY NON-OWNED AUTOS | ļ- | | OWINED | | | | | | BODILY INJURY (Per accident) | |
| X EXCESS LIAB CLAIMS-MADE DED RETENTION A WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N / A | | | HIRED AUTOS NON-OWNED | | | | | | | |
| DED RETENTION A WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N / A | В | | UMBRELLA LIAB X OCCUR | | | 100041553 | 09/30/2020 | 09/30/2021 | EACH OCCURRENCE | \$5,000,000 |
| A WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR, PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N / A | | | | | | | | | AGGREGATE | \$5,000,000 |
| ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) E.L. EACH ACCIDENT | A | EM | PLOYERS' LIABILITY | | | 1000004364 | 09/30/2020 | 09/30/2021 | X PER STATUTE OTH- | ***** |
| (Mandatory in NH) | | OF | Y PROPRIETOR / PARTNER / EXECUTIVE N | N/A | | | | | E.L. EACH ACCIDENT | \$1,000,000 |
| | | (Ma | Indatory in NH) | | | | | | E.L. DISEASE-EA EMPLOYEE | \$1,000,000 |
| DÉSCRIPTION OF OPERATIONS below E.L. DISEASE-POLICY LIMIT | | DÉ | es, describe under SCRIPTION OF OPERATIONS below | | | | | - | E.L. DISEASE-POLICY LIMIT | \$1,000,000 |
| | RIPTI | l | ON OF OPERATIONS / LOCATIONS / VEHICL | ES (AC | ORD 1 | 01. Additional Remarks Schedule m | av he attached if more | space is require | 0 | |

Skagit County, its elected officials, officers and employee are included as Additional Insured in accordance with the policy provisions of the General Liability policy. General Liability policy evidenced herein is Primary and Non-Contributory to other insurance available to an Additional Insured, but only in accordance with the policy's provisions.

CERTIFICATE HOLDER

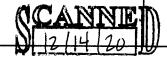
CANCELLATION

C20170196, A20170100, C20180429

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

Skagit County 1800 Continental Place Mount Vernon WA 98273 USA



Aon Prish Insurance Services West Inc



MDG2020 00004686 01

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Skagit County 1800 Continental Place Mount Vernon WA 98273







DATE(MM/DD/YYYY)

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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

| PRODUCER Aon Risk Insurance Services West, Inc. Denver CO Office | CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 (A/C. No.): (800) |) 363-0105 |
|--|---|------------|
| 1900 16th Street, Suite 1000 Denver CO 80202 USA | (A/C. No. Ext): (600) 263-7122 (A/C. No.): (800 E-MAIL ADDRESS: | |
| L | INSURER(S) AFFORDING COVERAGE | NAIC# |
| INSURED | INSURER A: Hartford Casualty Insurance Co | 29424 |
| Securus Technologies, LLC 4000 International Parkway | INSURER B: Hartford Fire Insurance Co. | 19682 |
| Carrollton TX 75007 USA | INSURER C: | |
| | INSURER D: | |
| | INSURER E: | |
| COVERAGES | INSURER F: | |

COVERAGES CERTIFICATE NUMBER: 570101806974 **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.

| SR TR | | TYPE OF INSURANCE | INSD WVD | POLICY NUMBER | POLICY EFF | POLICY EXP (MM/DD/YYYY) | LIMITS | own are as requested |
|----------|-------|--|-------------|------------------------------------|-------------------|----------------------------|---|---|
| В | Х | COMMERCIAL GENERAL LIABILITY | | 34UUNAC2340 | 09/30/2023 | 09/30/2024 | EACH OCCURRENCE | \$2,000,000 |
| | | CLAIMS-MADE X OCCUR | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$100,000 |
| | | | | | | | MED EXP (Any one person) | \$10,000 |
| | | | | | | | PERSONAL & ADV INJURY | \$2,000,000 |
| | GE | N'L AGGREGATE LIMIT APPLIES PER: | | | | | GENERAL AGGREGATE | \$4,000,000 |
| | X | POLICY PRO- JECT LOC | | | | | PRODUCTS - COMP/OP AGG | \$4,000,000 |
| | AUT | OMOBILE LIABILITY | | 34 UEN AC2551 | 09/30/2023 | 09/30/2024 | COMBINED SINGLE LIMIT (Ea accident) | \$1,000,000 |
| | Х | ANYAUTO | | | | | BODILY INJURY (Per person) | |
| t | | OWNED SCHEDULED | | | | | BODILY INJURY (Per accident) | |
| } | | AUTOS ONLY HIRED AUTOS ONLY AUTOS ONLY AUTOS ONLY | | | | | PROPERTY DAMAGE (Per accident) | |
| t | х | UMBRELLALIAB X OCCUR | | 34XHUAC1904 | 09/30/2023 | 09/30/2024 | EACH OCCURRENCE | \$10,000,000 |
| ſ | | EXCESS LIAB CLAIMS-MADE | | | | | AGGREGATE | \$10,000,000 |
| Γ | | DED X RETENTION \$10,000 | | | | | | |
| | EM | RKERS COMPENSATION AND PLOYERS' LIABILITY Y / N | | 34WEAT9RUF | 09/30/2023 | 09/30/2024 | X PER STATUTE OTH- | |
| | ANY | / PROPRIETOR / PARTNER / EXECUTIVE N | N/A | | | | E.L. EACH ACCIDENT | \$1,000,000 |
| | IF ve | Indatory in NH) es, describe under | | | | Ī | E.L. DISEASE-EA EMPLOYEE | \$1,000,000 |
| + | DÉS | SCRIPTION OF OPERATIONS below | | | | | E.L. DISEASE-POLICY LIMIT | \$1,000,000 |
| | | | | | | | | |
| L SCF | RIPTI | ON OF OPERATIONS / LOCATIONS / VEHICL | ES (ACORD : | IO1 Additional Remarks Schodule ma | | | | |
| ag. | it | County, its elected official ons of the General Liability ce available to an Additiona | s, offic | ers and employee are inc | luded as Addi | ional Inst | red in accordance wit | th the policy nutory to other D BEFORE THE ANCE WITH THE |
| | | | | | | (| 20170194 | |
| | | | | | | | 2018 0429 | |
| R | ΠFI | CATE HOLDER | | CANCE | LLATION | | | |
| | | | J ~ | SHOUL EXPIRA POLICY | STION DATE THEORY | IE NOTICE WILL | BED POLICIES BE CANCELLE. LL BE DELIVERED IN ACCORD. | D BEFORE THE |

| CERTIFICATE HOLD | ER |
|------------------|----|
|------------------|----|

Skagit County 1800 Continental Place Mount Vernon WA 98273 USA



AUTHORIZED REPRESENTATIVE

Aon Rich Insurance Services West, Inc

