

**CONTRACT BETWEEN SECURUS TECHNOLOGIES, LLC AND COUNTY OF
WASHINGTON, MINNESOTA FOR PROFESSIONAL SERVICES**

THIS AGREEMENT, made and entered into between the County of Washington, a political subdivision of the State of Minnesota, by and through the Washington County Sheriff's Office, hereinafter called the "County", and, Securus Technologies, LLC, hereinafter called the "Contractor". The County and Contractor are collectively referred to as the Parties.

WHEREAS, the County requires professional services for inmate telephone services in the Washington County Jail; and

WHEREAS, the Contractor desires to and represents and warrants it is capable of providing the necessary professional services according to the terms and conditions as stated herein.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the Parties agree as follows:

- I. The Contractor covenants and agrees to provide Washington County with Professional Inmate Telephone Services as set forth in the Product Schedule, which is attached hereto and incorporated herein as Exhibit 2, County's Request for Proposals, which is attached hereto and incorporated herein as Exhibit 1 and the Contractor's response to the proposal which is attached hereto and incorporated herein as Exhibit 3.
- II. The Contractor agrees that work performed shall be done by the Contractor. No work shall be subcontracted unless agreed to in writing by Washington County.
- III. The term of this Agreement will be for five (5) years from the date of this fully executed contract unless earlier terminated by law or according to the provisions of the Agreement.

- IV. This is a no cost contract in which no payment will be made to the Contractor by the County, provided that County understands and acknowledges that it will receive periodic invoices associated with Inmate Debit accounts as described in greater detail in Exhibit 2. The Contractor agrees to pay the County monthly commission revenue as set forth in the Product Schedule.
- V. This Agreement may be terminated with or without cause, by either party, upon giving at least ninety (90) calendar days written notice to the other party.

In the event that this agreement is terminated the Contractor will remove all its equipment without charge. Service and equipment will not be removed until another Contractor has been acquired. The removal of equipment and disconnecting of service will occur during the implementation of the new system with minimal interruption of service to this facility. Contractor must leave equipment necessary to maintain access to the call recordings, and maintain such equipment for a period of 365 days after completion of the agreement. It will be necessary that the current contractor cooperate with any new contractor during the implementation of the new system.

- VI. The contract documents shall consist of the following:
1. This signed Agreement.
 2. County's Request for Proposal which is attached as Exhibit 1.
 3. The Product Schedule which is attached as Exhibit 2
 4. Contractor's Response to Proposal which is attached as Exhibit 3.
 5. Contractor's Insurance Certificate which is attached as Exhibit 4.


This Agreement together with the contract documents form the entire agreement between the parties, and shall supersede all prior negotiations, understandings or agreements.

There are no representations oral or written not herein contained. In an event of a conflict in terms of the Agreement, the order of precedence shall be as set forth in Section VI of the signed agreement.


IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed.

COUNTY OF WASHINGTON

CONTRACTOR



Dan Starry, Sheriff
Washington County Sheriff's Office
Date of Signature 8/10/2020



President Russell Roberts
Chief Growth Officer
Date of Signature 7/21/20



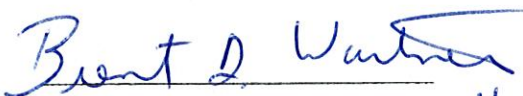
Chair, Board of Commissioners
Washington County
Date of Signature 9/1/20





Kevin Corbid, Administrator
Washington County
Date of Signature 9-1-20

Approved as to form:



Assistant County Attorney/Date 8/5/2020

Exhibit 2

**PRODUCT SCHEDULE
WASHINGTON COUNTY (MN)**

This Product Schedule is made part of and governed by the 2020 Contract Between Securus Technologies, LLC and County of Washington, Minnesota for Professional Services (the "Agreement") executed between Securus Technologies, LLC ("we" or "Provider" or "Securus") and Washington County, Minnesota ("you" or "Customer").

Provider will provide the products stated in this Product Schedule as part of the Agreement. Notwithstanding anything to the contrary in the Agreement or this Product Schedule, any rate and commission terms which differ from the parties' current contract terms will not be implemented until full deployment of all Applications provided in this Product Schedule, provided that this condition does not apply to the contemplated reduction in calling rates.

CALL MANAGEMENT SYSTEM

Secure Call Platform: Secure Call Platform ("SCP") allows inmates to place calls through its centralized system without the need for conventional live operator services. SCP allows Customers to (a) monitor and record inmate calls; (b) prevent monitoring and recording of private calls; (c) limit the duration of calls; (d) maintain call detail records; (e) shut the System on or off; and (f) allow free calls. Provider will be responsible for all billing and collections of inmate calling charges but may contract with third parties to perform such functions. Provider will store call recordings for a period of 90 days from the date of recording. Customer may download and store call recordings during that period. Customer is solely responsible for preserving any call recordings beyond that storage period by downloading them to a separate storage medium.

Provider will provide the equipment needed to support the required number and type of phones and other components in connection with SCP. Additional equipment or applications will be installed only upon mutual agreement by the parties, and may incur additional charges.

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

Inmate Debit Option. SCP also includes the option to integrate Inmate Debit accounts. An Inmate Debit account is a prepaid, inmate-owned account utilized to pay for certain of Provider's services, and is funded either through a transfer from an inmate's trust/commissary account or through deposits from an inmate's friends and family. Once deposited in the Inmate Debit account, funds become property of the inmate. Inmate Debit accounts are associated with an inmate's personal identification number ("PIN"), and inmates are required to input their PIN at beginning of every Inmate Debit call.

INVOICING AND COMPENSATION:

Minimum Annual Guarantee. Provider will pay Customer compensation in connection with certain Applications as described in this Agreement. Such compensation will be paid monthly, but, during the first year of the term of the Agreement after full deployment of all Applications provided in this Product Schedule, Provider will guarantee a minimum total annual compensation of \$140,000 (the "MAG") in connection with the Applications provided by this Agreement.

Commission. Provider will pay commission (the "Commission") based on the Gross Revenues earned through the completion of calls placed from the Facilities identified below. "Gross Revenues" means all gross billed revenues relating to completed collect and inmate Debit calls from your Facility(s), less service costs. Regulatory charges; taxes and fees; federal, state, and/or local charges; transaction, funding, or cost-recovery fees; credits; charges billed by third parties; and promotional programs are excluded from revenue to the Provider. For inmate Debit calls, Provider reserves the right to deduct call credits from Gross Revenue. Provider will invoice Customer on a weekly basis for all funding amounts transferred from inmates' facility trust/commissary accounts to Inmate Debit accounts. The invoice will be due and payable upon receipt.

Provider will remit the Commission for a calendar month on or before the 30th day after the end of the calendar month in which the calls were made (the "Payment Date"). Your payment address is as set forth in the chart below, and Customer will notify Provider in writing at least 60 days before a Payment Date of any change in Customer's payment address.

FACILITIES AND RELATED SPECIFICATIONS:

Facility Name and Address	Commission Percentage	Commission Payment Address
Washington County Jail 15015 62nd St. N. Stillwater, MN 55082	74.1%	15015 62nd St. N. Stillwater, MN 55082

Customer acknowledges and agrees that we are paying the Commission for the exclusive right to provide inmate telephone services to inmates in Customer's Facility(s), and that any taxes assessed on Commission payments are the sole responsibility of Customer.

During the term of the Agreement, you grant us the exclusive right and license to install, maintain, and derive revenue from the products and services at all correctional facilities under your authority now and in the future during the term of the Agreement. Provider will be the sole and exclusive provider inmate-related communications, whether fixed, mobile or otherwise, including but not limited to voice, video, and data (e.g., phone calls, video calls, messaging, prepaid calling cards, debit calling, and e-mail) and inmate software applications (e.g., automated grievance filing system, law library, etc.) at all correctional facilities now or in the future under the authority of Customer and to the exclusion of any other third party providing such inmate communications and software, including without limitation, Customer's employees, agents, or subcontractors.

Customer Options for Alternative Compensation Structures. Notwithstanding anything to the contrary in the Agreement, at Customer's option, Customer may request that compensation and rates under the Agreement be amended to either a no commission or taxpayer-funded and no commission option at any time during the Term. If requested by Customer, the parties will negotiate in good faith regarding an appropriate reduction to the applicable call rates if Customer agrees to no longer receive any commission or other type of financial compensation under the Agreement. For such compensation structures, Provider can also accommodate a Customer request to transition from inmate and friend and family funding of inmate telephone services to a model where those services are taxpayer-funded / paid for by Customer.

ADVANCECONNECT SINGLE CALL

AdvanceConnect Single Call allows friends and family to pre-pay for a call from an inmate. Using AdvanceConnect Single Call, consumers can fund the minimum required to complete the applicable call. Based on the actual duration of the call, AdvanceConnect Single Call transactions are rated at the per-minute rate (plus any applicable federal, state, and local taxes and transaction fees). AdvanceConnect Single Call calls are commissioned in the same manner as collect calls.

OUTBOUND VOICEMAIL

Outbound Voicemail allows friends and family to retrieve voicemails from inmates. If an inmate's call goes unanswered, the inmate may leave a voicemail. Provider will send a text message to the dialed number with a link to pay for and listen the message. Based on the actual duration of the call, Outbound Voicemail transactions are rated at the per-minute rate (plus any applicable federal, state, and local taxes and transaction fees). Outbound Voicemail calls are commissioned in the same manner as collect calls.

THREADS

The THREADS application allows authorized law enforcement users to analyze corrections and communications data from multiple sources to generate targeted investigative leads. THREADS™ has three main components: data analysis, data review, and data import.

In addition, THREADS offers an optional "community" feature, which allows member correctional facilities to access and analyze corrections communications data from other correctional facilities within the community and data imported by other community members. Customer has elected to opt in to the community feature. Customer acknowledges and understands that data from its Facility or Facilities will be made available to the THREADS community for analysis and review.

The cost of THREADS™ was considered and included in offering the Commission percentage and other terms contained herein.

INVESTIGATOR PRO

Investigator Pro uses continuous voice identification technology to identify the inmate(s) speaking on a call, detect certain three-way call violations, and help investigators find correlations among calls. Inmates must participate in a supervised voice model enrollment process. This inmate voice model enrollment process is the responsibility of Customer. Customer's use of Investigator Pro is governed by the JLG Technologies, LLC End User Software License Agreement located at <https://securustechnologies.tech/ipro-terms-and-conditions/>, incorporated herein by reference.

The cost of Investigator Pro was considered and included in offering the Commission percentage and other terms contained herein.

ICER

The ICER system provides authorized users the means to detect intra- and inter-Facility inmate-to-inmate communications from multiple sources to generate targeted investigative leads.

The cost of the ICER system was considered and included in offering the Commission percentage and other terms contained herein.

AUTOMATED INFORMATION SERVICES

DESCRIPTION:

Provider will deploy Automated Information Services ("AIS") as described herein. Once Facility staff has uploaded the required information, AIS automates the distribution of certain information through a telephone IVR system without staff intervention. AIS is configurable to meet Customer's specific needs. The standard AIS options include automation of inmate and Facility information to (1) people who call Customer's main telephone number; and (2) inmates at Customer's Facility using the inmate telephone system. The following additional options (the "Additional AIS Options") are currently available for AIS:

- ✓ Ability to open or fund a Securus pre-paid telephone account (AdvanceConnect)
- ✓ Ability to fund an inmate phone account (Inmate Debit where available)
- ✓ Ability to supplement inmate deposit services by funding an inmate trust account
- ✓ Ability to leave a voice mail (AIS Jail Voicemail)

The AIS Jail Voicemail feature is a one-way communication product that allows friends and family members calling a facility to leave a 45-second voicemail for an inmate providing a quick way for friends and family to initiate communication or deliver timely information to an inmate prior to a scheduled phone call or visitation.

Customer understands and agrees that Provider may, upon future release, expand AIS to include additional constituent notification services or Additional AIS Options upon 30 days advance written notice. Provider also offers customized AIS development options based on the terms at <https://www.securustechnologies.com/ais-terms-and-conditions>, which are incorporated herein by reference.

COMPENSATION:

AIS Cost. Provider will provide AIS to Customer at no charge.

Integration Fees – Provider will not charge integration fees, but if a vendor charges integration fees, Provider will fund up to \$10,000 of integration costs during the term of the Agreement.

AIS Jail Voicemail – If deployed, friends and family will pay up to a \$1.99 usage fee for each voicemail they leave, 20% of which Provider will pay to Customer each month. AIS Jail Voicemail is not subject to any other compensation.

VIDEO VISITATION / CONNECTUS

Securus Video Visitation ("SVV") is a web-based visitation system that allows individuals to schedule and participate in video visitation sessions with inmates. SVV runs on the ConnectUs Inmate Service Platform ("ConnectUs"). 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 ("ConnectUs Applications"). The configuration of SVV and ConnectUs ordered by Customer, its retail cost, and the length of time video visitation sessions are stored is specified in the Securus Inmate Services Platform – Price List below:

Securus Inmate Services Platform - Price List

Type	Description	One Time / Recurring	Price/Unit	QTY	Total
Hardware	Video Visitation Terminals - Single Handset (Inmate)	One Time	\$ 4,000	12	\$ 48,000
	Video Visitation Terminals - Single Handset (Visitor)	One Time	\$ 4,000	0	\$ -
	Video Visitation Terminals - Dual Handset (Visitor)	One Time	\$ 4,250	2	\$ 8,500
	Mobile Cart, Including UPS Battery Backup	One Time	\$ 1,440	0	\$ -
Installation and Implementation (Software Application is one time per App, per contract)	Networking Wiring	One Time	\$ 500	14	\$ 7,000
	Electrical Wiring*	One Time	\$ 1,500	0	\$ -
	Hardware Installation	One Time	\$ 500	14	\$ 7,000
	JMS and 3rd Party Vendor Integration**	One Time	\$ -	0	\$ -
	Software Application Setup:	One Time			
	- Securus Video Visitation Application	One Time	\$ -	1	\$ -
	- Phone Call Application	One Time	\$ -	1	\$ -
	- Inmate Forms Application (Grievance)	One Time	\$ -	1	\$ -
	- Inmate Handbook Application (.PDF)	One Time	\$ -	1	\$ -
	- Third Party Vendor Commissary Application	One Time	\$ -	1	\$ -
	- Website Education Application (URL)	One Time	\$ -	1	\$ -
	- Inmate Videos Application (.MP4)	One Time	\$ -	1	\$ -
	- Self-Op Commissary Ordering Application	One Time	\$ -	1	\$ -
	- Emergency Visitation Application	One Time	\$ -	1	\$ -
	- Video Relay Service	One Time	\$ -	1	\$ -
	Job Search Application	Recurring	\$ -	1	\$ -
	Law Library Application	Recurring	\$ -	1	\$ -
Annual Subscription and Hosting Fee (per App, per Terminal, per year)	Securus Video Visitation Application	Recurring	\$ -	14	\$ -
	Phone Call Application	Recurring	\$ -	1	\$ -
	Inmate Forms Application (Grievance)	Recurring	\$ 5,000	1	\$ 5,000
	Inmate Handbook Application (.PDF)	Recurring	\$ 5,000	1	\$ 5,000
	Third Party Vendor Commissary Application	Recurring	\$ 5,000	1	\$ 5,000
	Website Education Application (URL)	Recurring	\$ 5,000	1	\$ 5,000
	Inmate Videos Application (.MP4)	Recurring	\$ 5,000	1	\$ 5,000
	Self-Op Commissary Ordering Application	Recurring	\$ 5,000	1	\$ 5,000
	Emergency Visitation Application	Recurring	\$ 5,000	1	\$ 5,000
	Video Relay Service	Recurring	\$ 2,000	1	\$ 2,000
	Job Search Application	Recurring	\$ -	1	\$ -
	Law Library Application	Recurring	\$ -	1	\$ 7,000
Misc.	Annual Terminal Extended Hardware Maintenance	Recurring	\$ 500	14	\$ 7,000
	Recurring Telecom	Recurring	\$ 2,880	1	\$ 2,880
	Recording Retention (30 days)	One Time	\$ 100	12	\$ 1,200
	Training (per day)	One Time	\$ 2,000	2	\$ 4,000
				Term: 5	
				One-Time Cost	75,700
				Annual License & Maintenance Cost (per year)	53,880
				Total Cost: \$	345,100

* Customer responsible for electrical wiring

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

SVV and ConnectUs System Costs. Provider will cover the Total Costs set forth in the chart above. If the Agreement is terminated for any reason other than Provider's default before the end of the Term, Customer will refund the prorated amount of the Total Cost set forth in the chart above.

Law Library ConnectUs Application. Notwithstanding the foregoing, in exchange for the Law Library ConnectUs Application, Customer will pay Provider \$590 per month, which will be paid by way of commission deductions. This amount will also be subtracted from the MAG. In the event commissions earned are less than the fee, Customer may be sent an invoice for the remaining amount.

If selected above, Provider will deploy a Third Party Vendor Commissary Application, once an agreement has been executed by and between Provider and Customer's commissary operator for such application. Customer is responsible for all costs associated with wiring and electrical installation as Customer will own any installed wire or network cabling upon termination of the Agreement. Provider will not charge an integration fee, but Customer is responsible for any Jail Management System (JMS) and Commissary integration fees if charged by those providers.

Customer also agrees to implement the following additional requirements:

1. Customer agrees that Video Visitation must be available for paid remote sessions seven days a week for a minimum of 80 hours per Video Visitation terminal per week.
2. Customer will allow inmates to conduct remote visits without quantity limits other than for disciplinary action for individual inmate misbehavior.
3. All on-site Video Visitation sessions will be required to be scheduled at least 24 hours in advance, where practicable.

If the number of remote paid visits averages less than one per inmate per month, Provider and Customer agree to negotiate in good faith regarding additional compensation for Provider.

Provider will charge SVV session charges that are in compliance with state and federal regulatory requirements plus applicable taxes/fees/surcharges. If Customer wishes to offer free SVV sessions, a session charge equal to the then-current session rate, plus applicable taxes/fees/surcharges, will apply and will be invoiced to Customer or deducted from Commissions. It is Customer's sole responsibility to (i) establish and communicate its policies regarding 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 appropriate accommodations for non-recorded visits, as necessary. 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. Customer and Provider acknowledge and agree that Customer's visitation policy with respect to in-person visits is solely within Customer's discretion.

SVV and ConnectUs Compensation to Customer. If the number of monthly paid visits meets or exceeds 1.5 visits per inmate per month, Provider will pay Customer 20% of the charges (excluding applicable taxes/fees/surcharges) collected for paid Video Visitation sessions placed to Customer's Facility. Provider reserves the right to deduct Video Visitation session credits from revenue calculations. Provider will pay SVV payments for a calendar month to Customer on or before the 30th day of the following calendar month in which the sessions occurred (the "Payment Date"). SVV Payments are paid in one-month arrears and are not subject to retroactive payments or adjustments for notice delays.

VIDEO RELAY SERVICE

DESCRIPTION:

Securus' Video Relay Service application ("VRS") provides a fully integrated video relay service offering into the Secure Call Platform (SCP) allowing critical call controls to be maintained. This service allows deaf and hard-of-hearing inmates the ability to communicate with friends and family via a videoconferencing service.

Customer is solely responsible for (a) determining which inmates are eligible to use VRS; (b) configuring SCP to allow eligible inmates access to the VRS application on ConnectUs-enabled terminals; and (c) designating which VRS numbers for which calls are not to be recorded, by marking those numbers as "private" within SCP. Provider's third-party vendors shall have the right, in their discretion, to terminate VRS sessions for policy violations or disruptive behavior, including, without limitation, verbal or other abuse of the VRS interpreter.

COMPENSATION:

The cost of VRS was considered and included in offering the terms herein.

TABLETS

Provider will deploy free basic community tablets to Facility. In addition to the free basic community tablets, Provider will offer personal rental tablets with premium content. Customer may purchase tablet earbuds at \$5.66 per set, which may be invoiced or deducted from commissions. Customer is responsible for any applicable taxes and third-party expenses

associated with the earbud purchase. Each earbud order must be for at least 25 units and be made in 25 unit increments. Provider may, at its option, decline to fulfill any order that does not conform to these requirements. Customer will not allow the resale of the earbuds for more than \$5.66 per set unless approved by Provider.

Premium content may include, but is not limited to, songs, games, movies, and television episodes. Customer understands and acknowledges that premium content is subject to availability and may change at Provider's discretion. Premium content also may be subject to third-party licensing agreements with content providers. If Customer provides content for Provider to display on the tablets, Customer represents and warrants that it has obtained all necessary licensing and rights to display such content. Provider is not responsible and hereby disclaims any liability for any and all content of third-party applications and any documents, videos, or forms published by Customer or from outside sources.

For the 12-month period following the Effective Date, Provider will offer personal rental tablets at a promotional rate of \$5.00 per tablet per month plus applicable taxes/fees/surcharges. Provider will pay Customer 25% commission on the revenue earned through the purchase of premium content on those tablets; such commission is net of licensing and network costs and excludes applicable taxes/fees/surcharges. The subscription fee and premium content fees can be paid by using either Inmate Debit or a Tablet user account. The parties reserve the right to renegotiate the \$5.00 promotional rental rate and/or commissions earned if, after the initial 12-month period, Provider's Tablet-related costs exceed the revenue generated.

EMESSAGING

DESCRIPTION: Securus' eMessaging Application ("eMessaging") allows for two-way electronic communication between friends and family and an inmate. Users purchase eMessaging "stamps," which are used to fund the transmission of an electronic message according to the following chart:

<u>Type of Message</u> <u>(When Available)</u>	<u>Number of Stamps</u>	<u>Notes</u>
Text Message	1 stamp per message	
Photo	1 stamp per photo	Limit of 5 photos per eMessage; 3 MB / photo limit
eCard	1 stamp per eCard	Limit of 5 eCards per eMessage
VideoGram	3 stamps per VideoGram	

Different types of attachments can also be combined in a single transmission.

The facility can access a web-based portal that enables message review, and can approve and reject a message or attachment based on the facility's policies and criteria. Friends and family must send and receive messages using either the Securus mobile app or their inbox at www.securustech.net and must have a free Securus Online account to access. Approved messages and attachments are accessible by inmates through certain of Provider's technologies as agreed by Customer and Provider.

With Customer's agreement, Provider may (a) issue future releases of eMessaging which contain additional features and functionalities; or (b) modify the pricing contained herein.

COMPENSATION: Provider will provide eMessaging at no cost to Customer. Friends and family members can purchase a book of stamps in the following quantities:

<u>Number of Stamps in Book</u>	<u>Stamp Book Price (Plus transaction fees and all applicable taxes)</u>
5	\$1.25
10	\$2.50
20	\$5.00
50	\$12.50

Where available, using funds in an Inmate Debit account, inmates can purchase a book of stamps in the following quantities:

<u>Number of Stamps in Book</u>	<u>Stamp Book Price (Plus applicable taxes)</u>
1	\$0.25
2	\$0.50
5	\$1.25
10	\$2.50

Provider will pay Customer a commission of 20% on each redeemed stamp based on the Stamp Book Price (excluding any applicable taxes/fees/surcharges), which may differ from facility to facility. A stamp is considered "redeemed" when it is used to send messages. Provider will remit the payment for a calendar month to Customer on or before the 30th day after end of the calendar month in which the eMessaging stamps were redeemed (the "Payment Date"). All payments will be final and binding unless Provider receives written objection within 60 days after the Payment Date.