

SNOHOMISH COUNTY COUNCIL
SNOHOMISH COUNTY, WASHINGTON

MOTION NO. 25-133

APPROVAL OF AGREEMENT FOR PROFESSIONAL SERVICES BY AND BETWEEN
SNOHOMISH COUNTY AND JAIL ADVERTISING NETWORK

WHEREAS, the Corrections Bureau posts justified bonding company toll free contact information throughout the facility to enable inmates to negotiate bonds to be released from jail; and

WHEREAS, Jail Advertising Network will supply this information to the Corrections Bureau at no charge; and

WHEREAS, Jail Advertising Network was awarded the contract for this service through RFP-24-045JM. The contract term is January 1, 2025, through December 31, 2027, with option to extend for two additional two-years terms;

NOW, THEREFORE ON MOTION, the Snohomish County Council approves and authorizes the County Executive to sign Agreement with Jail Advertising Network for services of which are attached hereto and incorporated herein by reference.

PASSED this _____ day of _____, 2025.

SNOHOMISH COUNTY COUNCIL
Snohomish County, Washington

Council's Chairperson

ATTEST:

Deputy Clerk of the Council

CONSULTANT: Jail Advertising Network
CONTACT PERSON: Donald Dunbar
ADDRESS: 5517 Western Rider Trail
Reno, NV 89511
FEDERAL TAX ID NUMBER/U.B.I. NUMBER: 35-2548923
TELEPHONE/FAX NUMBER: 707-756-2755
COUNTY DEPT: Corrections Bureau
DEPT. CONTACT PERSON: Nadia Nikolina
TELEPHONE/FAX NUMBER: 425-388-5327
PROJECT: Advertising Services, Corrections
AMOUNT: \$75,000.00
FUND SOURCE: 108 338 370 6990
CONTRACT DURATION: January 1, 2025 through
December 31, 2027 unless extended or
renewed pursuant to Section 2 hereof

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT (the "Agreement") is made by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the "County") and a Partners for a Safer America, Inc., dba Jail Advertising (the "Contractor"). In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. Purpose of Agreement; Scope of Services. The purpose of this Agreement is providing advertising services for Snohomish County Corrections. The scope of services is as defined in Schedule A attached hereto and by this reference made a part hereof. This Agreement is the product of County **RFP No. 24-045JM** Advertising Services, Corrections.

The services shall be performed in accordance with the requirements of this Agreement and with generally accepted practices prevailing in the western Washington region in the occupation or industry in which the Contractor practices or operates at the time the services are performed. The Contractor shall perform the work in a timely manner and in accordance with the terms of this Agreement. Any materials or equipment used by the Contractor in connection with performing the services shall be of good quality. The Contractor represents that it is fully qualified to perform the services to be performed under this Agreement in a competent and professional manner.

The Contractor will prepare and present status reports and other information regarding performance of the Agreement as the County may request.

2. Term of Agreement; Time of Performance. This Agreement shall be effective upon March 1, 2025 (the "Effective Date") and shall terminate on February 29, 2028, PROVIDED, HOWEVER, that the term of this Agreement may be extended or renewed for up to two (2) additional two (2) year terms, at the sole discretion of the County, by written notice from the County to the Contractor. The Contractor shall commence work within thirty (30) calendar days of the Effective Date and shall complete the work required by this Agreement as provided in Schedule A. Upon expiration or termination of this Agreement, County will remove the signboards and encasements, and return them, at its expense, to Contractor at 104 E. Fairview Ave., #224, Meridian, ID 83642, PROVIDED, HOWEVER, that the County's obligations after December 31, 2024, are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with the County Charter and applicable law.

3. Compensation.

A. As compensation for allowing Contractor to install its signboards on the premises, the County shall receive sixty percent (60%) of gross advertising revenue earned annually.

B. Contractor shall make a complete and accurate accounting of the gross revenue produced by the signboards and shall deliver the accounting and County's first compensation payment no later than fourteen (14) days after receiving official notification by the County of the timely installation of all new signboards and inserts.

C. The first payment shall be equal to the County's share of the initial six (6) months revenue generated by sales of advertising spaces on the initial signboards. Thereafter, Contractor shall deliver payments semi-annually through the term of this Agreement. Contractor shall deliver each semi-annual payment to County within fourteen (14) days after receiving official notification by the County of the timely installation of all new replacement signboards and inserts.

D. The term "gross revenue" shall mean the total amount of the advertising fees paid to Contractor from persons and agencies placing advertisements on Contractor's signboards, not including any amounts paid for bad debt, late payments, non-payment, credit card fees, production fees, etc.

E. Contractor shall send payments to County's account via ACH deposits.

4. Independent Contractor. The Contractor agrees that Contractor will perform the services under this Agreement as an independent contractor and not as an agent, employee, or servant of the County. This Agreement neither constitutes nor creates an employer-employee relationship. The parties agree that the Contractor is not entitled to any benefits or rights enjoyed by employees of the County. The Contractor specifically has the right to direct and control Contractor's own activities in providing the agreed services in accordance with the specifications set out in this Agreement. The County shall only have the right to ensure performance. Nothing in this Agreement shall be construed to render the parties partners or joint venturers.

The Contractor shall furnish, employ, and have exclusive control of all persons to be engaged in performing the Contractor's obligations under this Agreement (the "Contractor

personnel”), and shall prescribe and control the means and methods of performing such obligations by providing adequate and proper supervision. Such Contractor personnel shall for all purposes be solely the employees or agents of the Contractor and shall not be deemed to be employees or agents of the County for any purposes whatsoever. With respect to Contractor personnel, the Contractor shall be solely responsible for compliance with all rules, laws and regulations relating to employment of labor, hours of labor, working conditions, payment of wages and payment of taxes, including applicable contributions from Contractor personnel when required by law.

Because it is an independent contractor, the Contractor shall be responsible for all obligations relating to federal income tax, self-employment or FICA taxes and contributions, and all other so-called employer taxes and contributions including, but not limited to, industrial insurance (workers’ compensation). The Contractor agrees to indemnify, defend, and hold the County harmless from any and all claims, valid or otherwise, made to the County because of these obligations.

The Contractor assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes, fees, licenses, excises, or payments required by any city, county, federal or state legislation which are now or may during the term of the Agreement be enacted as to all persons employed by the Contractor and as to all duties, activities, and requirements by the Contractor in performance of the work under this Agreement. The Contractor shall assume exclusive liability therefor, and shall meet all requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.

5. Ownership. Any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films, or any other materials created, prepared, produced, constructed, assembled, made, performed, or otherwise produced by the Contractor or the Contractor’s subcontractors or consultants for delivery to the County under this Agreement shall be the sole and absolute property of the County. Such property shall constitute “work made for hire” as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the County at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Contractor uses to perform this Agreement but is not created, prepared, constructed, assembled, made, performed, or otherwise produced for or paid for by the County is owned by the Contractor and is not “work made for hire” within the terms of this Agreement.

6. Changes. No changes or additions shall be made in this Agreement except as agreed to by both parties, reduced to writing and executed with the same formalities as are required for the execution of this Agreement.

7. County Contact Person. The assigned contact person (or project manager) for the County for this Agreement shall be:

Name: Nadia Nikolina
Title: Finance Supervisor
Department: Snohomish County Sheriff’s Office, Corrections Bureau
Telephone: 425-388-5327
Email: nadia.nikolina@snoco.org

8. County Review and Approval. When the Contractor has completed any discrete portion of the services, the Contractor shall verify that the work is free from errors and defects and otherwise conforms to the requirements of this Agreement. The Contractor shall then notify the County that said work is complete. The County shall promptly review and inspect the work to determine whether the work is acceptable. If the County determines the work conforms to the requirements of this Agreement, the County shall notify the Contractor that the County accepts the work. If the County determines the work contains errors, omissions, or otherwise fails to conform to the requirements of this Agreement, the County shall reject the work by providing the Contractor with written notice describing the problems with the work and describing the necessary corrections or modifications to same. In such event, the Contractor shall promptly remedy the problem or problems and re-submit the work to the County. The Contractor shall receive no additional compensation for time spent correcting errors. Payment for the work will not be made until the work is accepted by the County. The Contractor shall be responsible for the accuracy of work even after the County accepts the work.

If the Contractor fails or refuses to correct the Contractor's work when so directed by the County, the County may withhold from any payment otherwise due to the Contractor an amount that the County in good faith believes is equal to the cost the County would incur in correcting the errors, in re-procuring the work from an alternate source, and in remedying any damage caused by the Contractor's conduct.

9. Subcontracting and Assignment. The Contractor shall not subcontract, assign, or delegate any of the rights, duties or obligations covered by this Agreement without prior express written consent of the County. Any attempt by the Contractor to subcontract, assign, or delegate any portion of the Contractor's obligations under this Agreement to another party in violation of the preceding sentence shall be null and void and shall constitute a material breach of this Agreement.

10. Records and Access; Audit; Ineligible Expenditures. The Contractor shall maintain adequate records to support billings. Said records shall be maintained for a period of seven (7) years after completion of this Agreement by the Contractor. The County or any of its duly authorized representatives shall have access at reasonable times to any books, documents, papers, and records of the Contractor which are directly related to this Agreement for the purposes of making audit examinations, obtaining excerpts, transcripts or copies, and ensuring compliance by the County with applicable laws. Expenditures under this Agreement, which are determined by audit to be ineligible for reimbursement and for which payment has been made to the Contractor, shall be refunded to the County by the Contractor.

11. Indemnification. To the maximum extent permitted by law and except to the extent caused by the sole negligence of the County and, if any funds for this Agreement are provided by the State, the Contractor shall indemnify and hold harmless the County and the State, their officers, officials, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature arising out of, in connection with, or incidental to the services and/or deliverables provided by or on behalf of the Contractor. In addition, the Contractor shall assume the defense of the County and, if applicable, the State and their officers and employees in all legal or claim proceedings arising out of, in connection with, or incidental to such services and/or deliverables and shall pay all defense expenses, including

reasonable attorneys' fees, expert fees and costs incurred by the County and, if applicable, the State, on account of such litigation or claims.

The above indemnification obligations shall include, but are not limited to, all claims against the County and, if applicable, the State by an employee or former employee of the Contractor or its subcontractors, and the Contractor, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects only the County and, if applicable, the State, under any industrial insurance act, including Title 51 RCW, other worker's compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim.

In the event that the County or, if applicable, the State incurs any judgment, award and/or cost including attorneys' fees arising from the provisions of this section, or to enforce the provisions of this section, any such judgment, award, fees, expenses, and costs shall be recoverable from the Contractor.

In addition to injuries to persons and damage to property, the term "claims", for purposes of this provision, shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in an unfair trade practice.

The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment, or termination of this Agreement.

Nothing contained within this provision shall affect or alter the application of any other provision contained within this Agreement.

12. Insurance Requirements. The Contractor shall procure by the time of execution of this Agreement, and maintain for the duration of this Agreement, (i) insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the services hereunder by the Contractor, its agents, representatives, or employees, and (ii) a current certificate of insurance and additional insured endorsement when applicable.

A. General. Each insurance policy shall be written on an "occurrence" form, except that Professional Liability, Errors, and Omissions coverage, if applicable, may be written on a "claims made" basis. If coverage is approved and purchased on a "claims made" basis, the Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of completion of the work which is the subject of this Agreement.

By requiring the minimum insurance coverage set forth in this Section 12, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Agreement. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

B. No Limitation on Liability. The Contractor's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the County's recourse to any remedy available at law or in equity.

C. Minimum Scope and Limits of Insurance. The Contractor shall maintain coverage at least as broad as, and with limits no less than:

i. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$2,000,000 aggregate limit. CG 00 01 current edition, including Products and Completed Operations;

ii. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. CA 0001 current edition, Symbol 1;

iii. Workers' Compensation: To meet applicable statutory requirements for workers' compensation coverage of the state or states of residency of the workers providing services under this Agreement;

iv. Employers' Liability or "Stop Gap" coverage: \$1,000,000

D. Other Insurance Provisions and Requirements. The insurance coverages required in this Agreement for all liability policies except workers' compensation and Professional Liability, if applicable, must contain, or must be endorsed to contain, the following provisions:

i. The County, its officers, officials, employees, and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Agreement. Such coverage shall be primary and non-contributory insurance as respects the County, its officers, officials, employees, and agents. Additional Insured Endorsement shall be included with the certificate of insurance, "CG 2026 07/04" or its equivalent is required.

ii. The Contractor's insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

iii. Any deductibles or self-insured retentions must be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not limit or apply to the Contractor's liability to the County and shall be the sole responsibility of the Contractor.

iv. Insurance coverage must be placed with insurers with a Best's Underwriting Guide rating of no less than A:VIII, or, if not rated in the Best's Underwriting Guide, with minimum surpluses the equivalent of

Best's surplus size VIII. Professional Liability, Errors and Omissions insurance coverage, if applicable, may be placed with insurers with a Best's rating of B+:VII. Any exception must be approved by the County.

Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits until after forty-five (45) calendar days' prior written notice has been given to the County.

If at any time any of the foregoing policies fail to meet minimum requirements, the Contractor shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

E. Subcontractors. The Contractor shall include all subcontractors as insureds under its policies, or shall furnish separate certificates of insurance and policy endorsements for each subcontractor. **Insurance coverages provided by subcontractors instead of the Contractor as evidence of compliance with the insurance requirements of this Agreement shall be subject to all of the requirements stated herein.**

13. County Non-discrimination. It is the policy of the County to reject discrimination which denies equal treatment to any individual because of his or her race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability as provided in Washington's Law against Discrimination, Chapter 49.60 RCW, and the Snohomish County Human Rights Ordinance, Chapter 2.460 SCC. These laws protect against specific forms of discrimination in employment, credit transactions, public accommodation, housing, county facilities and services, and county contracts.

The Contractor shall comply with the substantive requirements of Chapter 2.460 SCC, which are incorporated herein by this reference. Execution of this Agreement constitutes a certification by the Contractor of the Contractor's compliance with the requirements of Chapter 2.460 SCC. If the Contractor is found to have violated this provision, or to have furnished false or misleading information in an investigation or proceeding conducted pursuant to this Agreement or Chapter 2.460 SCC, this Agreement may be subject to a declaration of default and termination at the County's discretion. This provision shall not affect the Contractor's obligations under other federal, state, or local laws against discrimination.

14. Federal Non-discrimination. Snohomish County assures that no persons shall on the grounds of race, color, national origin, or sex as provided by Title VI of the Civil Rights Act of 1964 (Pub. L. No. 88-352), as amended, and the Civil Rights Restoration Act of 1987 (Pub. L. No. 100-259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any County sponsored program or activity. Snohomish County further assures that every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

15. Employment of County Employees. SCC 2.50.075, "Restrictions on future employment of County employees," imposes certain restrictions on the subsequent employment

and compensation of County employees. The Contractor represents and warrants to the County that it does not at the time of execution of this Agreement, and that it shall not during the term of this Agreement, employ a former or current County employee in violation of SCC 2.50.075. For breach or violation of these representations and warranties, the County shall have the right to terminate this Agreement without liability.

16. Compliance with Other Laws. The Contractor shall comply with all other applicable federal, state, and local laws, rules, and regulations in performing this Agreement.

17. Compliance with Grant Terms and Conditions. The Contractor shall comply with any and all conditions, terms, and requirements of any federal, state, or other grant, if any, that wholly or partially funds the Contractor's work hereunder.

18. Prohibition of Contingency Fee Arrangements. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the County shall have the right to terminate this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

19. Force Majeure. If either party is unable to perform any of its obligations under this Agreement as a direct result of an unforeseeable event beyond that party's reasonable control, including but not limited to an act of war, act of nature (including but not limited to earthquake and flood), embargo, riot, sabotage, labor shortage or dispute (despite due diligence in obtaining the same), or governmental restriction imposed subsequent to execution of the Agreement (collectively, a "force majeure event"), the time for performance shall be extended by the number of days directly attributable to the force majeure event. Both parties agree to use their best efforts to minimize the effects of such failures or delays.

20. Suspension of Work. The County may, at any time, instruct the Contractor in writing to stop work effective immediately, or as directed, pending either further instructions from the County to resume the work or a notice from the County of breach or termination under Section 21 of this Agreement.

21. Non-Waiver of Breach; Termination.

A. The failure of the County to insist upon strict performance of any of the covenants or agreements contained in this Agreement, or to exercise any option conferred by this Agreement, in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect.

B. If the Contractor breaches any of its obligations hereunder, and fails to cure the same within thirty (30) business days of written notice to do so by the County, the County may terminate this Agreement, in which case the County shall pay the Contractor

solely for the purposes necessary to perform its obligations under this Agreement. The Contractor shall promptly give written notice to the County of any judicial proceeding seeking disclosure of such information.

24. Public Records Act. This Agreement and all public records associated with this Agreement shall be available from the County for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the Contractor are needed for the County to respond to a request under the Act, as determined by the County, the Contractor agrees to make them promptly available to the County. If the Contractor considers any portion of any record provided to the County under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the Contractor shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by the Contractor and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify the Contractor (a) of the request and (b) of the date that such information will be released to the requester unless the Contractor obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Contractor fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

The County has, and by this section assumes, no obligation on behalf of the Contractor to claim any exemption from disclosure under the Act. The County shall not be liable to the Contractor for releasing records not clearly identified by the Contractor as confidential or proprietary. The County shall not be liable to the Contractor for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

25. Interpretation. This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the parties. The language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the parties hereto. The captions and headings of this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

26. Complete Agreement. The Contractor was selected through the County's RFP identified in Section 1. The RFP and the Contractor's response are incorporated herein by this reference. To the extent of any inconsistency among this Agreement, the RFP, and the Contractor's response, this Agreement shall govern. To the extent of any inconsistency between the RFP and the Contractor's response, the RFP or shall govern.

27. Conflicts between Attachments and Text. Should any conflicts exist between any attached exhibit or schedule and the text or main body of this Agreement, the text or main body of this Agreement shall prevail.

28. No Third-Party Beneficiaries. The provisions of this Agreement are for the exclusive benefit of the County and the Contractor. This Agreement shall not be deemed to have conferred any rights, express or implied, upon any third parties.

29. Governing Law; Venue. This Agreement shall be governed by the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County.

30. Severability. Should any clause, phrase, sentence, or paragraph of this agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.

31. Authority. Each signatory to this Agreement represents that he or she has full and sufficient authority to execute this Agreement on behalf of the County or the Contractor, as the case may be, and that upon execution of this Agreement it shall constitute a binding obligation of the County or the Contractor, as the case may be.

32. Survival. Those provisions of this Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall so survive.

33. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one and the same Agreement.

SNOHOMISH COUNTY:

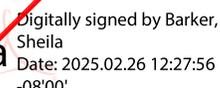
JAIL ADVERTISING NETWORK:

County Executive Date

 2/24/25
Donald Dunbar Date

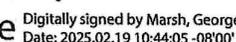
Approved as to insurance and indemnification provisions:

Approved as to form only:


Barker, Sheila
Digitally signed by Barker, Sheila
Date: 2025.02.26 12:27:56 -08'00'
Risk Management Date

 2/21/25
Legal Counsel to the Contractor Date

Approved as to form only:


Marsh, George
Digitally signed by Marsh, George
Date: 2025.02.19 10:44:05 -08'00'
Deputy Prosecuting Attorney Date

Schedule A
Scope of Services

A. No later than eight weeks after the date of this Agreement Contractor shall deliver not less than one (1) bail bond signboard with minimum dimensions of 20" x 32" in size. Signboard shall come complete with frames, lexan plastic cover, hardware, and printed ad board or static cling clear plastic printed sheet signs, sixty (60) laminated paper hand-held signs ready for installation to the Department's Custody Facilities, located at 3025 Oakes Avenue, Everett WA 98201. Larger size signboards and encasements are available upon request.

B. Contractor's signboards shall exclusively provide information and referral services for individuals on the premises being processed through the criminal justice system and inmates residing on the premises. The information and referral services shall only include the names and telephone numbers of bail companies justified by the Superior Court to post bail bonds in Snohomish County.

C. Contractor agrees to sell and maintain a minimum of three (3) ads on the signboards during the term of this Agreement.

D. All signboards shall contain the following disclaimer:

"Neither Partners for a Safer America, Inc., DBA Jail Advertising Network nor Snohomish County warrant or guarantee the qualifications or competence of any person listed on this signboard."

E. It is mutually agreed that Contractor's right to install and maintain bail bond company advertising signboards on the premises shall be an exclusive right during the term of this Agreement.

F. Contractor shall be solely responsible for the assembly, construction, printing, and delivery to County of all signboards. If signboard encasements are used to display signboards, they must be constructed of safety material (break-resistant frames, clear plastic covers, and security screws) to deter the inmates from removing, damaging, or defacing the signboards (all materials used must be approved by the County prior to installation). Any damaged signboard or encasement will be removed by the County and must be replaced by the Contractor within thirty (30) days after written or e-mail notice to the Contractor. County agrees to install all original signboards and will also install replacement inserts provided by Contractor semi-annually. County will provide Contractor with publicly distributed local commercial telephone directories when they become available. In the event that the Contractor must change the information provided on the signboards more often than semi-annually, the Contractor agrees to reimburse the County for the actual costs incurred for replacement of the signboards, not to exceed \$250 for each occurrence.

G. Contractor is responsible for:

1. Securing and executing an agreement with each Bail Bond Company, who desires to advertise on the signboards using the following criteria:

a. All Agency Trade Names appearing on signboards must be registered with the Department of Insurance and approved for use by the licensed agency owner.

b. Each bail bond agency owner wishing to place an ad on signboards must hold a valid bail bond license with the Washington State Department of Insurance (Insurance Code Section 18.185.020). The County reserves the right to block or remove any non-licensed or non-qualified bail agency ad from signboards.

c. All employees licensed to conduct bail must also be approved to solicit bail bonds under the owner's approved trade name.

d. All ads and display ad style information cards must comply with Department of Insurance regulations and may only include agent pictures, agency name, telephone numbers, address, and services available. Nothing on the ads or display cards can be obscene or illegal. The top of the signboard shall read "BAIL AGENTS AUTHORIZED TO POST BAIL IN SNOHOMISH COUNTY."

2. Placing the names of all licensed bail bond agents wishing to do business in the County of Snohomish and wishing to advertise their services in the Snohomish County Sheriff's Department Corrections Bureau, in a fair and equitable manner, on reasonably sized, professionally crafted, poster like boards, not to exceed 24" x 32" in size (unless pre-approved by Department).

3. Randomly placing all advertisements on the signboards, and rotating all advertisements on these signboards semi-annually through the use of its web-based "Internet Drawing Program." This program allows all advertisers to participate in specially scheduled random rotation drawings held on the Internet. Details for participation will be provided to qualified advertisers at the time they execute an advertising agreement with Contractor.

4. The Bail Agent Listing shall list all bail bond companies in the same manner as the County provides the names to Contractor.

5. Charging persons purchasing advertising space on the signboards a minimum of \$250.00 per month, during the first year of this agreement, with an optional per month increase of twenty-five dollars (\$25) each year for the remainder of the contract term with the approval of the County.

Schedule B
Compensation

- A. As compensation for allowing Contractor to install its signboards on the premises, the County shall receive sixty percent (60%) of gross advertising revenue earned annually.
- B. Contractor shall make a complete and accurate accounting of the gross revenue produced by the signboards and shall deliver the accounting and County's first compensation payment no later than fourteen (14) days after receiving official notification by the County of the timely installation of all new signboards and inserts.
- C. The first payment shall be equal to the County's share of the initial six (6) months revenue generated by sales of advertising spaces on the initial signboards. Thereafter, Contractor shall deliver payments semi-annually through the term of this Agreement. Contractor shall deliver each semi-annual payment to County within fourteen (14) days after receiving official notification by the County of the timely installation of all new replacement signboards and inserts.
- D. As used in this Section II of this Agreement, the term "gross revenue" shall mean the total amount of the advertising fees paid to Contractor from persons and agencies placing advertisements on Contractor's signboards, not including any amounts paid for bad debt, late payments, non-payment, credit card fees, production fees, etc.
- E. Contractor shall send payments to County's account via ACH deposits.