

**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS**

CONSENT AGENDA REQUEST

TO: Jefferson County Board of Commissioners
FROM: Brian Gleason, District Court Administrator
DATE: February 12, 2024
SUBJECT: Ascentec Holdings LLC "VCheck24 Services" service agreement

STATEMENT OF ISSUE:

The purpose of this agreement is to provide a one-year service agreement between Ascentec Holdings LLC and District Court Probation to use the on-line app VCheck24 Services.

ANALYSIS:

This agreement covers service and training for the District Court Probation office to use VCheck24 Services to monitor probation clients as a jail alternative or enhanced pre-trial monitoring. Clients are subject to random and scheduled video check-ins with verbal and soon facial recognition of the client, continuous GPS Location Tracking and instant alerts for violations of GPS restrained zones. It allows for greater communication between clients and probation officers including texting, video conferencing and automated reminders for court dates, daily medications, medical and treatment appointments. District Court staff have personally test run the application to monitor the effectiveness of the application.

VCheck24 will provide equity for pre and post-conviction clients as it allows an opportunity for those with limited income to have an option to be released from custody and be actively monitored. The accessibility and low cost of VCheck24 is a much needed alternative to keeping an individual in jail or struggling to pay the costs for traditional Electronic Home Monitoring (EHM) which are much higher. In addition, traditional EHM programs are currently not available in Jefferson County requiring special appointments. Pretrial detention is disruptive, causing people to lose their jobs, housing, family ties and custody of their children. Research shows that any time in jail before trial contributes to an increase in the likelihood of future arrest.

FISCAL IMPACT:

District Court has a line item for DUI Electronic Monitoring to cover the initial costs for set up and monthly billing. Billing will depend on numbers of days used per client placed on supervision via VCheck24. Probationers will be ordered to reimburse the court for the cost of the monthly service unless waived per court order or covered by other grant funded programs such as 1/10th Treatment Sale Tax funding. The use of VCheck24 will offer a cost savings to the county by potentially allowing a person out on monitored release as compared to the 2019 daily costs estimate of \$135/day housed at our jail, not including extra costs for medical issues.

RECOMMENDATION:

District Court Probation requests approval of this agreement.

REVIEWED BY:


Mark McCauley, County Administrator

2/7/24
Date

CONTRACT REVIEW FORM

Clear Form

(INSTRUCTIONS ARE ON THE NEXT PAGE)

CONTRACT WITH: Ascentec Holdings LLC

Contract No: JCDC1

Contract For: VCheck24 Services - Jail Alt/Probation Monitoring Term:

COUNTY DEPARTMENT: District Court

Contact Person: Brian Gleason

Contact Phone: 360-385-9134

Contact email: bgleason@co.jefferson.wa.us

AMOUNT: subscription based upon use

Revenue:

Expenditure:

Matching Funds Required:

Sources(s) of Matching Funds

Fund #

Munis Org/Obj DC52330 310061- Monitoring

PROCESS:

- ☐ Exempt from Bid Process
- ☐ Cooperative Purchase
- ☐ Competitive Sealed Bid
- ☐ Small Works Roster
- ☐ Vendor List Bid
- ☐ RFP or RFQ
- ☒ Other:

APPROVAL STEPS:

STEP 1: DEPARTMENT CERTIFIES COMPLIANCE WITH JCC 3.55.080 AND CHAPTER 42.23 RCW.

CERTIFIED: ☐ N/A: ☒

Signature

Date

STEP 2: DEPARTMENT CERTIFIES THE PERSON PROPOSED FOR CONTRACTING WITH THE COUNTY (CONTRACTOR) HAS NOT BEEN DEBARRED BY ANY FEDERAL, STATE, OR LOCAL AGENCY.

CERTIFIED: ☐ N/A: ☒

Signature

Date

STEP 3: RISK MANAGEMENT REVIEW (will be added electronically through Laserfiche):

Electronically approved by Risk Management on 2/6/2024.

STEP 4: PROSECUTING ATTORNEY REVIEW (will be added electronically through Laserfiche):

Electronically approved as to form by PAO on 2/7/2024.
Negotiated with the assistance of the PAO.

STEP 5: DEPARTMENT MAKES REVISIONS & RESUBMITS TO RISK MANAGEMENT AND PROSECUTING ATTORNEY(IF REQUIRED).

STEP 6: CONTRACTOR SIGNS

STEP 7: SUBMIT TO BOCC FOR APPROVAL

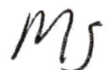
AGREEMENT FOR MONITORING AND ASSOCIATED SERVICES

This AGREEMENT ("Agreement") is made effective as of _____, 2024 (the "Commencement Date") by and between Ascentec Holdings LLC (hereinafter, "Provider") and _____Jefferson County District Court _____, (hereinafter "Customer").

Whereas:

- Provider desires to provide to Customer, and Customer desires to acquire from Provider certain monitoring services (the "VCheck24 Services") through a mobile app (the "VCheck24 App") per the rates and pricing provided in attached schedule(s) or addendum(s).
- Customer will use the VCheck24 Services to monitor client(s) of Customer (hereinafter, "Client(s)").
- Customer and Provider have agreed to the terms of this Agreement.
- In consideration of the covenants and promises contained herein and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **RECITALS:** The recitals set forth above shall be incorporated into and made a part of the covenants of this Agreement.
2. **TERM:** The initial term of this Agreement is for one year commencing on the date of execution of this Agreement by both parties (hereafter the "Term"). Services provided during the Term shall be paid for in accordance with rates set forth in Schedule A of this Agreement. Upon completion of the Term, this Agreement shall automatically renew for additional successive one (1) year terms for a total term of no more than five years. Either party to the Agreement may terminate this Agreement for any reason or no reason upon thirty (30) days written notice to the other party. Notwithstanding the foregoing, continued use of The VCheck24 Services past the termination of this Agreement shall obligate Customer to additional payments as set forth in the attached schedule(s) (as amended from time to time), until such time as Customer's use of VCheck24 Services is discontinued. Upon termination of the Agreement, Provider may terminate Customer's access to the VCheck24 App.
3. **PAYMENTS:** During the Term, Customer agrees to pay to Provider for VCheck24 Services rendered pursuant to the rates set forth in the attached schedule A. Provider shall issue an invoice to Customer for all services rendered and any and all other applicable charges. Customer agrees to pay Provider no later than thirty (30) days after the date of an invoice. No payment required hereunder shall be prorated except at Provider's discretion. Any payment past due shall 1) bear interest at the rate of ten percent (10%) per annum (or the maximum rate allowable by law, whichever is lesser) until paid; and 2) result in a late charge equal to 10% of the amount past due (to the extent permitted by law). Customer agrees to pay Provider any late charges not later than thirty (30) days following the date that the original payment was due. Payments shall not be refundable to Customer under any circumstances, including, without limitation, termination of this Agreement. Customer also agrees to pay when due, taxes, if any, relating to this Agreement. Customer also agrees that Provider has the right to estimate the sales taxes or yearly personal property taxes, if any, that shall be due for the VCheck24 Services, and that Provider shall have the right to periodically assess the same against Customer, who shall pay them on demand. Customer agrees that Customer's obligation to pay is unconditional and is not subject to any reduction, set-off, defense, or counterclaim for any reason whatsoever.
4. **OWNERSHIP OF APP:** Customer is neither the owner of the VCheck24 App nor has title to the VCheck24 App. Customer may not sell, transfer, assign, or reverse engineer the VCheck24 App, without the express prior written permission of Provider. Customer may not attempt to alter or otherwise tamper with the VCheck24App. Customer agrees that it shall at all times keep the VCheck24 App free from any legal process or lien whatsoever, and agrees to give Provider immediate notice if any legal process or lien is asserted or made against the VCheck24 App.
5. **OWNERSHIP OF DATA GENERATED BY APP:** Customer's use of the VCheck24 App will generate certain data, including but not limited to historic location tracking of Customer's Client(s). The parties agree that any and all such data is owned exclusively by Provider. However, during the term of the Agreement and for a period of six (6) years thereafter, Provider agrees to save such data and grant access to same to Customer upon request, provided that Provider has no obligation to


Provider's Initials


Customer's Initials

save any data for a period of longer than six (6) years, or in accordance with applicable State and Federal data retention laws, whichever is greater.

6. **NON-DISCLOSURE OF PROPRIETARY INFORMATION:** Customer acknowledges that it may obtain or have access to confidential and proprietary information of Provider that is the sole and exclusive property of Provider or other entities or persons affiliated with Provider in connection with the provision of the VCheck24 App and VCheck24 Services described herein ("Proprietary Information") pursuant to the terms of this Agreement. Provided the Proprietary Information is exempt from production under RCW 42.56.270 of the Washington Public Records Act (Chapter 42.56 RCW), Customer agrees to keep all such Proprietary Information confidential, to limit its use only in connection with the terms of this Agreement and to protect it with at least the same level of protection that Customer affords its own confidential and proprietary information. Without limiting the foregoing, Customer expressly agrees that Customer shall treat as confidential and not disclose any of the Proprietary Information in any manner without reasonable prior written notice to Provider. If Customer is required by applicable law or regulation or by legal process to disclose any Proprietary Information, Customer agrees that it shall provide Provider with at least fourteen (14) days written notice of such request to enable Provider to seek a protective order or other appropriate remedy prior to disclosure. Should this Agreement be terminated for any reason whatsoever, Customer shall, at the option of Provider, either destroy or promptly deliver to Provider all Proprietary Information, including all documents or other media containing Proprietary information, including all copies, reproductions, summaries, analysis or extracts thereof, in the possession of Customer, and Customer shall certify to Provider that Customer has done so. The obligation to keep the Proprietary Information confidential pursuant to this Section 6 shall survive the expiration or termination of this Agreement.

7. **NO WARRANTIES; CUSTOMER'S AUTHORITY; INDEMNITY BY CUSTOMER; PROVIDER IS ALLOWING ACCESS TO THE VCHECK24 APP TO CUSTOMER "AS IS":**

7.1. Notwithstanding anything to the contrary in this Agreement, **PROVIDER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY IN CONNECTION WITH THIS AGREEMENT, VCheck24 SERVICES, VCHECK24 APP, Monitoring and Other Services PROVIDED BY PROVIDER UNDER THIS AGREEMENT, AND USER INTERFACES TO MONITORING SERVICES PROVIDED BY PROVIDER UNDER THIS AGREEMENT.** Provider is not responsible for any injuries, damages, or losses to Customer or to any other person or property, regardless of owner, caused by the misuse, improper activation, or improper maintenance of the VCheck24 App and/or VCheck24 Services, or the failure to connect to or inability to access the VCheck24 App and/or VCheck24 Services, or the failure to follow any instructions or abide by any policies related to the VCheck24 App and/or VCheck24 Services, or the failure of the VCheck24 App and/or VCheck24 Services to operate as anticipated, other than any such injuries, damages or losses caused by the gross negligence or willful misconduct of Provider. Customer's sole remedy against Provider for any failure whatsoever relating in any way to the use of the VCheck2 App and/or VCheck24 Services shall be limited to ensuring operability of the VCheck24 App and/or VCheck24 Services, provided that any such failure of the VCheck24 App and/or VCheck24 Services was not caused by any act or omission on the part of Customer. Provider shall under no circumstances be liable for any injuries, damages (including but not limited to compensatory, consequential, or special damages), attorneys' fees, costs, and/or expenses incurred by Customer directly or indirectly as a result of the VCheck24 App and/or VCheck24 Services, except to the extent caused by the gross negligence or willful misconduct of Provider and except as otherwise provided by this Agreement. Notwithstanding anything to the contrary in this Agreement, Provider shall not be liable for any loss, damage, detention, failure to perform, or delay resulting from any cause whatsoever beyond Provider's reasonable control or resulting from a *force majeure*, including, without limitation, fire, flood, strike, lockout, civil or military authority, insurrection, acts of terrorism, war, embargo, power outages, downed cell sites, pandemic, internet connection problems or similar causes.

7.2. Customer acknowledges that the VCheck24 App and VCheck24 Services shall not prevent, nor are intended to prevent, any Client of Customer from committing any harmful, tortious, or illegal acts. Customer further acknowledges that it may be possible for a Client to remove the VCheck24 App by unauthorized means, and that Provider expressly disclaims any liability for any harmful, tortious, or illegal acts committed by a Client of Customer while using the VCheck24 App and/or VCheck24 Services, as well as any liability for any acts committed by a Client of Customer who removes the VCheck24 App and subsequently engages in any harmful, tortious, or illegal acts. Should any disclaimer or limit on liability for consequential damages set forth herein be found invalid under the laws or policy of the State under which the terms of this Agreement are interpreted, then such consequential damages shall be liquidated and shall equal \$100 per consequential injury or loss. Customer acknowledges and agrees that

use of the VCheck24 App and/or VCheck24 Services shall be reserved for those Clients of Customer who are considered to be minimal flight risks and minimal risks for commission of crimes or torts against person or property. Customer shall defend, indemnify and hold Provider, its officers, executives, directors, members, managers, officials, employees, agents, and representatives harmless from any claims, injuries, damages, losses or suits, including attorney's fees, arising out of or resulting from the acts, errors or omissions of the Customer in performance of this Agreement, except for injuries and damages caused by the sole negligence of the Provider. The provisions of this Section 7.2 shall continue to be in force even after the expiration of the Term.

7.3. The Provider shall defend, indemnify and hold the Customer, its officers, officials, employees, agents and volunteers (and their marital communities) harmless from any claims, injuries, damages, losses or suits, including attorney's fees, arising out of or resulting from the acts, errors or omissions of the Provider in performance of this Agreement, except for injuries and damages caused by the sole negligence of the Customer. Should a court of competent jurisdiction determine this Agreement is subject to RCW 4.24.115 if liability for damages occurs arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Provider and the Customer, its officers, officials, employees, agents and volunteers (and their marital communities) the Provider's liability, including the duty and cost to defend, shall be only for the Provider's negligence. It is further specifically understood that the indemnification provided constitutes the Provider's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. This section shall survive the expiration or termination of this Agreement.

8. **DEFAULT AND REMEDIES:** If Customer fails to make payments when due (including but not limited to any late charges), if Customer breaches any provision of this Agreement, or if Customer becomes insolvent, assigns its assets for the benefit of creditors, or enters, either voluntarily or involuntarily, into a bankruptcy proceeding, Customer shall be in default. In the event of default, Provider can, in its sole discretion, (1) terminate this Agreement; and/or (2) lock Customer out of the VCheck24 App. Furthermore, in the event of default by Customer, Provider may pursue any and all remedies allowed under the law or in equity to recover any damages caused by such default (including but not limited to all past due balances and late charges). All damages caused by any such default by Customer shall bear interest at the lesser of ten (10%) percent per annum, or the maximum rate permitted by law.

9. **CUSTOMER'S COMPLIANCE WITH ALL LAWS AND REGULATIONS:** The parties hereto acknowledge that the tracking and monitoring of a Client of Customer which is facilitated by this Agreement may be undertaken in conjunction with criminal process against such Client, or that such Client of Customer has voluntarily undertaken to use the VCheck24 App in order to satisfy a criminal conviction or plea agreement, to avoid incarceration, or any other reason. Customer represents and warrants that in using the VCheck24 App and/or VCheck24 Services, it is in compliance with all applicable laws, including but not limited to the Children's Online Privacy Protection Act's prohibition on the use of the VCheck24 App to monitor children under the age of 13, and is not violating any rights of its Client(s).

10. **MISCELLANEOUS PROVISIONS:**

10.1. **Assignment:** Provider may at any time, without notifying Customer, sell, assign, or transfer Provider's rights, benefits and obligations under this Agreement or Provider's ownership of the VCheck24 App; Customer agrees that if Provider makes such assignment or sells the VCheck24 App, the assignee or buyer shall have the same rights, benefits and obligations that Provider now has. The parties agree that any such sale, assignment or transfer of this Agreement and/or the VCheck24 App by Provider or Provider's assignee or transferee shall not change the duties or obligations of Provider or Customer under this Agreement.

10.2. **Construction:** The parties intend this Agreement to be a valid and legal document. This Agreement shall be construed according to its fair meaning and not strictly for or against Provider or Customer, as if each of Provider and Customer had prepared it.

10.3. **No Waiver:** The parties acknowledges and agrees that any delay or failure by a party to enforce its rights under this Agreement does not prevent it from enforcing any rights at a later time.

10.4. **Statute of Limitations:** Customer and Provider hereby agree to reduce the statute of limitation applicable to any action for default or breach of this Agreement by either party, including for breach of warranty, to one (1) year after

a cause of action accrues. For the avoidance of doubt, this Section 10.4 does not apply to any indemnity obligation under this Agreement.

10.5. Controlling Law: It is understood and agreed this Agreement is entered into in the State of Washington. This Agreement shall be governed by and construed under the laws of the United States, the State of Washington and the County of Jefferson, as if applied to transactions entered into and to be performed wholly within Jefferson County, Washington between Jefferson County residents. No party shall argue or assert that any state law other than Washington law applies to the governance or construction of this Agreement.

10.6. Jurisdiction and Venue: Should either party bring any legal action, each party in such action shall pay for its own attorney's fees and court costs. The venue for any legal action shall be solely in the appropriate state court in Jefferson County, Washington, subject to the venue provisions for actions against counties in RCW 36.01.050.

10.7. General Insurance Requirements:

- a. Insurance coverage shall be evidenced by one of these methods:
 - i. Certificate of insurance; or,
 - ii. Self-insurance through an irrevocable Letter of Credit from a qualified financial institution.
- b. Any deductibles or self-insured retention shall be declared to and approved by the Customer before the approval of this Agreement by the Customer. At the option of the Customer, the insurer shall reduce or eliminate deductibles or self-insured retention, or the Provider shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- c. Failure of the Provider to take out or maintain any required insurance shall not relieve the Provider from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations about indemnification of the Customer.
- d. The Provider's insurers shall have no right of recovery or subrogation against the Customer, its officers, officials, employees, agents and volunteers (and their marital communities), it being the intention of the parties that the insurance policies so affected shall protect all the parties and shall be primary coverage for all losses covered by the above described insurance.
- e. Insurance companies issuing the Provider's insurance policy or policies shall have no recourse against the Customer, its officers, officials, employees, agents and volunteers (and their marital communities) for payment of any premiums or for assessments under any form of insurance policy.
- f. All deductibles in the Provider's insurance policies shall be assumed by and be at the sole risk of the Provider.
- g. Any judgments for which the Customer may be liable, in excess of insured amounts required by this Agreement, or any portion thereof, may be withheld from payment due, or to become due, to the Provider until the Provider shall furnish additional security covering such judgment as may be determined by the Customer.
- h. Any coverage for third party liability claims provided to the Customer by a "Risk Pool" created under Ch. 48.62 RCW shall be non-contributory regarding any insurance policy the Provider shall provide to comply with this Agreement.
- i. The Customer may, upon the Provider's failure to comply with all provisions of this Agreement relating to insurance, withhold payment or compensation otherwise due to the Provider.
- j. The Provider shall provide a copy of all insurance policies specified in this Agreement.

k. Written notice of cancellation or change in the Provider's insurance required by this Agreement shall reference the project name and agreement number and shall be mailed to the Customer at the following address: Jefferson Customer Risk Management, P.O. Box 1220, Port Townsend, WA 98368.

l. The Provider's liability insurance provisions shall be primary and noncontributory regarding any insurance or self-insurance programs covering the Customer, its officers, officials, employees, agents and volunteers (and their marital communities).

m. Any failure to comply with reporting provisions of the insurance policies shall not affect coverage provided to the Customer, its officers, officials, employees, agents and volunteers (and their marital communities).

n. The Provider's insurance shall apply separately to each insured against whom claim is made or suit is brought, except regarding the limits of the insurer's liability.

o. The Provider shall include all sub Providers as insured under its insurance policies or shall furnish separate certificates and endorsements for each sub Provider. All insurance coverage for sub Providers shall be subject to all the requirements stated in this Agreement. The insurance limits mandated for any insurance coverage required by this Agreement are not intended to be an indication of exposure nor are they limitations on indemnification.

p. The Provider shall maintain all required insurance policies in force from the time services commence until services are completed. Certificates, insurance policies, and endorsements expiring before completion of services shall be promptly replaced.

q. The Provider shall place insurance with insurers licensed to do business in the State of Washington and having A.M. Best Company ratings of no less than A-, with the exception that excess and umbrella coverage used to meet the requirements for limits of liability or gaps in coverage need not be placed with insurers or re-insurers licensed in the State of Washington.

r. Certificates of insurance as required by this Agreement shall be delivered to the Customer within fifteen (15) days of execution of this Agreement.

s. The Customer shall be named as an "additional insured" on all insurance policies required by this Agreement.

t. The Provider shall furnish the Customer with properly executed certificates of insurance that, at a minimum, shall include:

- i. The limits of overage;
- ii. The project name and agreement number to which it applies;
- iii. The certificate holder as Jefferson Customer, Washington and its elected officials, officers, and employees with the address of Jefferson Customer Risk Management, P.O. Box 1220, Port Townsend, WA 98368, and,
- iv. A statement that the insurance policy shall not be canceled or allowed to expire except on thirty (30) days prior written notice to the Customer.

u. To the extent a certificate of insurance lists or refers to any endorsements solely by name, description or number it shall be the responsibility of the Provider to obtain and provide to the Jefferson Customer Risk Management full and complete copy of the texts of such endorsements.

v. If the proof of insurance or certificate indicating the Customer is an "additional insured" to an insurance policy obtained by the Provider refers to an endorsement (by number or name) but does not provide the full text of that endorsement, then it shall be the obligation of the Provider to obtain the full text of that endorsement and forward that full text to the Customer.

10.8. Commercial General Liability:

- a. The Provider shall maintain commercial general liability coverage on a form acceptable to Jefferson Customer Risk Management for bodily injury, personal injury, and property damage, with a limits of not less than in the amount of at least \$2 million per occurrence, for bodily injury, including death, and property damage.
- b. The commercial general liability insurance coverage shall contain no limitations on the scope of the protection provided and include the following minimum coverage:
 - i. Broad form property damage, with no employee exclusion;
 - ii. Personal injury liability, including extended bodily injury;
 - iii. Broad form contractual/commercial liability, including completed operations and product liability coverage;
 - iv. Premises – operations liability (M&C);
 - v. Independent Providers and sub Providers; and,
 - vi. Blanket contractual liability.
- c. The Customer, its officers, officials, employees, agents and volunteers (and their marital communities) shall be named as an additional insured party under this insurance policy.

10.9. Worker's Compensation (Industrial Insurance): The Provider shall maintain workers' compensation insurance at its own expense, as required by Title 51 RCW, for the term of this Agreement and shall provide evidence of coverage to Jefferson Customer Risk Management, upon request. Worker's compensation insurance covering all employees with limits meeting all state and federal laws. This coverage shall include Employer's Liability with limits meeting all state and federal laws. This coverage shall extend to any sub Provider without their own worker's compensation and employer's liability insurance. The Provider expressly waives by mutual negotiation all immunity and limitations on liability, regarding the Customer, under any industrial insurance act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise apply in the case of such claim. If the Customer incurs any costs to enforce this subsection, all cost and fees shall be recoverable from the Provider.

10.10. Public Records Act: Notwithstanding any provisions of this Agreement to the contrary, to the extent any record, including any electronic, audio, paper or other media, must be kept or indexed as a public record under the Washington Public Records Act, Chapter 42.56 RCW (as may be amended), the Provider agrees to maintain all records constituting public records and to produce or assist the Customer in producing such records, within the time frames and parameters in state law. The Provider also agrees that upon receipt of any written public records request, the Provider shall, within two business days, notify the Customer by providing a copy of the request per the notice provisions of this Agreement. This Agreement, once executed, will be a "public record" subject to production to a third party if it is requested under the Washington Public Records Act, Chapter 42.56 RCW (as may be amended).

10.11. No Third Party Beneficiaries: This Agreement is intended for the exclusive benefit of Provider, Customer, and their respective permitted assigns and is not intended and shall not be construed as conferring any benefit on any third party, including but not limited to any Client of Customer, or the general public.

10.12. Pronouns: All pronouns shall be deemed to refer to the masculine, feminine or neutral, singular or plural, as the identity of the person or entity to which reference is made may require.

- 10.13. **Severability:** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be valid under applicable law; but, if any provision of this Agreement shall be invalid or prohibited under applicable law, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remainder of such provision or the remaining provisions of this Agreement.
- 10.14. **Headings:** The headings used in this Agreement are for convenience only and shall not be used to limit or construe the contents of any of the sections of this Agreement.
- 10.15. **Notices:** Notices to the parties hereto pursuant to this Agreement shall be given in writing and delivered by depositing them in the custody of the United States Postal Service (USPS), postage prepaid, addressed as set forth below for the respective parties. Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or three (3) days after the date of deposit of such written notice with USPS.
- 10.16. **Entire Agreement:** This Agreement constitutes the entire Agreement between the parties hereto and there are no covenants, terms or conditions, express or implied, other than as set forth or referred to herein. This Agreement supersedes all prior agreements between the parties hereto relating to all or part of the subject matter herein. No party has made any representations, oral or written, modifying or contradicting the terms of this Agreement. The parties may not amend, modify or cancel this Agreement except as provided herein or by a written agreement signed by all parties to this Agreement. Customer also understands that only an officer of Provider is authorized to make such amendments, modifications or cancelations.
- 10.17. **Acknowledgment:** The parties acknowledge that they have had an opportunity to fully examine this Agreement and completely understand its terms, and that they approve the same including all of the terms and conditions.
- 10.18. **Signatures in Counterparts:** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Agreement at different times and places by the parties shall not affect the validity of this Agreement, so long as all the parties execute a counterpart of this Agreement.
- 10.19. **Facsimile and Electronic Signatures.** The parties agree that facsimile and electronic signatures shall have the same force and effect as original signatures.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

11. **AUTHORITY OF SIGNER.** By signing below, the signer of this instrument on behalf of Customer certifies that he/she has all proper authority to bind Customer hereto, pursuant to its Articles, Bylaws, statutory or other charter, ordinances, laws, or any other rules governing such authority.

IN WITNESS WHEREOF, each of the parties has executed this Agreement as of the date and year first set forth above.

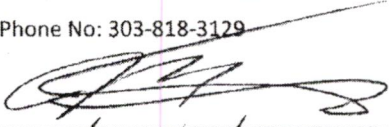
Provider:

ASCENTEC HOLDINGS LLC

Address: PO Box 133, 1241 Central Ave

City, State, Zip: Wilmette, IL, 60091

Contact Phone No: 303-818-3129

By: 

Date: 1/31/24

Printed Name: Mark Schlatter

Title: CEO

Customer:

Agency Name: JEFFERSON COUNTY DISTRICT COURT _____

Address: 1820 Jefferson St

City, State, Zip: Port Townsend WA 98368

Contact Phone No: 360-385-9135

By: _____

Date: _____

Printed Name: Kate Dean

Title: Chair, Board of County Commissioners

By: _____

Date: _____

Printed Name: Greg Brotherton

Title: Commissioner, Board of County Commissioners

By: _____

Date: _____

Printed Name: Heidi Eisenhour

Title: Commissioner, Board of County Commissioners

SEAL:

Approved as to form only



February 7, 2024

Philip C. Hunsucker,
Chief Civil Deputy Prosecutor

ATTEST:

Carolyn Galloway, CMC
Clerk of the Board

Date

☒ Check here if billing information is same as above
or enter billing information to the right:

Billing Information:

Address: _____

City, State, Zip: _____

Billing Contact: Brian Gleason

Email: bgleason@co.jefferson.wa.us

Billing Phone No: 360-385-9134

Billing FAX No: 360-385-9367


Provider's Initials


Customer's Initials

Schedule A: VCheck24 App and Services

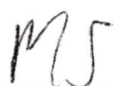
VCHECK24 APP AND SERVICES

Active Client Rate: A per diem rate of \$1.95 per day applies to each **Active** VCheck24 monitoring client that is activated.

Rate Guarantee: The rate set forth above is guaranteed for the initial Term, but is subject to change for any renewal Term, if Provider provides notice of any such proposed change in rate to Customer at least thirty (30) days prior to the expiration of the Term. Such increased rate shall become effective as of the renewal Term unless Customer provides notice of its intent to terminate the Agreement as provided in Section 1 of this Agreement.

TRAINING OF AUTHORIZED PERSONNEL: Provider agrees that it shall provide Customer reasonably necessary training (at no additional cost) for its authorized personnel who shall be monitoring Clients so that such personnel may properly use the user interface for the purposes of monitoring Clients as set forth herein. Customer acknowledges that Customer's access to the user interface shall generally be limited to password-controlled Internet access and that no software shall actually be delivered to Customer. Customer shall bear all responsibility for providing its own computer hardware, software and internet access meeting Provider's minimum requirements for access to the monitoring service.

CUSTOMER SUPPORT: As reasonably necessary, Provider shall provide customer service to Customer and update Customer on any changes or updates to the VCheck24 App and overall operation of the monitoring system with respect to the VCheck24 App and accessories which may affect Customer's reasonable use thereof.


Provider's Initials


Customer's Initials