

AMENDMENT TO CONTRACT
Inmate Phone Services - Adult Detention Center
Bid No. 12-273
Lancaster County
Renewal
Inmate Calling Solutions, LLC
dba ICSolutions

C-17-0753

This Amendment is hereby entered into by and between Inmate Calling Solutions, LLC, dba ICSolutions 2200 Danbury Street, San Antonio, TX 78217 (hereinafter "Contractor") and Lancaster County (hereinafter "County"), for the purpose of amending the Contract dated July 23, 2013, executed under County Contract No. C-13-0335, for Inmate Phone Services - Adult Detention Center, Bid No. 12-273, which is made a part hereof by this reference.

WHEREAS, the original term of the Contract is July 23, 2013 through July 22, 2017, with the option to renew for additional four (4) year term upon written mutual consent of both parties; and

WHEREAS, the Contract was amended by County Contract C-17-0496 executed by the County Board on July 18, 2017 to extend the contract an additional two (2) month term beginning July 23, 2017 through September 22, 2017; and

WHEREAS, the parties hereby renew the Contract for an additional term beginning September 23, 2017 through July 22, 2021, and such renewal shall be deemed to be the Renewal Term as defined under Section 2 of the Contract; and

WHEREAS, ICSolutions shall pay the County a one-time \$50,000.00 bonus, due promptly upon execution of this Amendment. Notwithstanding the Term of the Contract, call recordings shall be kept by ICSolutions and made available to the County for a minimum of two (2) years following termination thereof; and

WHEREAS, the Commission Rate, set forth on Attachment C to the Contract, is hereby amended to be 80% commencing with the revenue period of September, 2017. However, for the revenue months of September, 2017 through July, 2021, ICSolutions shall retain the first \$.50 of each call as a recovery of the video visitation equipment described below. ICSolutions shall also pay the County a Commission of 50% on any fees collected with respect to Remote Video Visitation services; and

WHEREAS, the Commissions payable to the County by ICSolutions shall be subject to minimum annual guarantees of \$330,000.00 on telephone service revenues and \$12,000.00 on video visitation service revenues (collectively, the "MAG"). The Commission amount paid by ICSolutions shall be reconciled annually against the MAG and any shortfall shall be paid to the County within thirty (30) days of the end of each Term year; and

WHEREAS, The ICSolutions service offering shall be expanded to include the provisioning of 'Remote Video Visitation' services, as more fully described on Attachment D to this Amendment; and

WHEREAS, ICSolutions shall update the Enforcer® system to the latest version and refresh/refurbish all inmate telephones as needed. This includes, without limitation, the addition of ICS' Word Detective™ feature; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract, under County Contract C-13-0335, and stated herein the parties agree as follows:

- 1) The parties hereby renew the Contract for an additional term beginning September 23, 2017 through July 22, 2021, and such renewal shall be deemed to be the Renewal Term as defined under Section 2 of the Contract.

- 2) ICSolutions shall pay the County a one-time \$50,000.00 bonus, due promptly upon execution of this Amendment. Notwithstanding the Term of the Contract, call recordings shall be kept by ICSolutions and made available to the County for a minimum of two (2) years following termination thereof.
- 3) The Commission Rate, set forth on Attachment C to the Contract, is hereby amended to be 80% commencing with the revenue period of September, 2017. However, for the revenue months of September, 2017 through July, 2021, ICSolutions shall retain the first \$.50 of each call as a recovery of the video visitation equipment described below. ICSolutions shall also pay the County a Commission of 50% on any fees collected with respect to Remote Video Visitation services.
- 4) The Commissions payable to the County by ICSolutions shall be subject to minimum annual guarantees of \$330,000.00 on telephone service revenues and \$12,000.00 on video visitation service revenues (collectively, the "MAG"). The Commission amount paid by ICSolutions shall be reconciled annually against the MAG and any shortfall shall be paid to the County within thirty (30) days of the end of each Term year.
- 5) The ICSolutions service offering shall be expanded to include the provisioning of 'Remote Video Visitation' services, as more fully described on Attachment D to this Amendment.
- 6) ICSolutions shall update the Enforcer® system to the latest version and refresh/refurbish all inmate telephones as needed. This includes, without limitation, the addition of ICS' Word Detective™ feature
- 7) All other terms of the Contract, not in conflict with this Amendment, shall remain in full force and effect.

The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Parties do hereby execute this Amendment upon completion of signatures on:

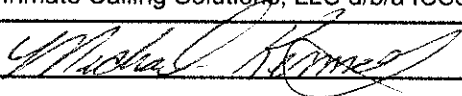
Vendor Signature Page
Lancaster County Signature Page

Vendor Signature Page

**AMENDMENT TO CONTRACT
Inmate Phone Services - Adult Detention Center
Bid No. 12-273
Lancaster County
Renewal
Inmate Calling Solutions, LLC
dba ICSolutions**

Please sign, date and return within 5 days of receipt.

Mail to : City/County Purchasing
Attn: Lori Irons
440 So. 8th St., Suite 200
Lincoln, NE 68508
Or email to: liron@lincoln.ne.gov

Company Name:	Inmate Calling Solutions, LLC d/b/a ICSolutions
By: (Please Sign)	
By: (Please Print)	Michael Kennedy
Title:	Vice President Sales & Marketing
Company Address:	2200 Danbury Street
Company Phone & Fax:	(866) 228-4040 Phone / (210) 693-1016 Fax
E-Mail Address:	mkenedy@icsolutions.com
Date:	9/6/17
Contact Person for: Orders or Service	Michael Kennedy
Contact Phone Number:	(251) 533-0046

Lancaster County Signature Page

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EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

The Board of County Commissioners of
Lancaster, Nebraska

Deputy Lancaster County Attorney

dated _____

Attachment D

Lancaster County Department of Corrections

Remote Video Visitation (RVV) enhancement for the Lancaster County Adult Correction Center

It is the intention of the administration of the Lancaster County Adult Correction Center (LCACC) to add a new feature to the visitation experience for friends, family, loved ones, and the inmates of the LCACC.

With the extension of the current inmate telephone contract with Inmate Calling Solutions (ICS) not only will the LCACC enhance and improve the current on site video visitation system with upgraded hardware and software, ICS will add Remote Video Visitation (RVV) to the feature set available to users of the system.

RVV is defined as a point to point video conferencing solution allowing any visitor for an inmate in custody at the LCACC to participate in a visitation using a computer, tablet, handheld device from home, office, or any site away from the LCACC.

Any person wishing to utilize this feature will use any of the above devices fitted with a camera and microphone to participate in a real time, full motion, stereo audio visitation experience with an inmate wherever the visitor might be located.

The requirements for use of the RVV is as follows:

- Computer, laptop, android tablet (iPad first quarter of 2018), android phone (iPhone first quarter of 2018)
- Hardwired or wireless connection to a hi-speed internet connection (DSL Circuit or better)
- Camera and microphone (built into your device or connected to your device)
- Video conferencing application downloaded free from ICSolutions.com. ICS provides 24/7/365 bi-lingual telephone support for those who need help with the download and installation
- Prepaid collect account established with ICS to fund the remote video visitation session. Each remote video visitation session will cost the visitor \$.50 per minute for each minute the visitor and inmate are using the RVV system (There will be no charge to visitors if they continue to use the onsite video visitation system at the LCACC). The LCACC will identify the pre-determined length of these RVV sessions. So a 30 minute RVV will cost the visitor \$15.00. A one hour RVV will cost the visitor \$30.00. The cost of the RVV will be debited against the prepaid collect account established by the visitor. Lancaster County Public Defenders (staff and attorneys) will not be charged the RVV visitation fee as long as their visitation is scheduled in advance. All other attorneys will be charged the RVV fees or they will still be able to come to the LCACC and visit with their client at no charge.
- Each visitor 18 years of age or older will register as a visitor with the LCACC and ICS through the LCACC visitation web site at <http://www.icsolutions.com>. Lancaster County Public Defenders will need to register as visitors with the ICS visitor database as well.
- Once registered, each RVV will have be scheduled at <http://www.icsolutions.com> up to 7 days in advance of the visitation date and time but not within a 24 hour period prior to the scheduled visitation date and time. Lancaster County Public Defenders will be exempt from these scheduling parameters and may schedule a RVV session on the same day as the visitation time. Confirmation of the scheduled visit will be sent to the visitors email address submitted at the time of the visitor's registration.
- All RVV sessions will be monitored and recorded with the exception of privileged communication between an inmate and his/her legal counsel.

The LCACC and ICS are working to develop and establish the number of times a visitor or groups of visitors will be allowed to visit with an inmate during any calendar week. Be assured, the inmates at the LCACC will be allowed multiple RVV sessions during any week. Please check with staff at the LCACC during your next visit to the LCACC and obtain a brochure about on site free video visitation and prepaid RVV. The new brochures will be available soon and will explain in detail the number of additional visits an inmate will be allowed to have once RVV is deployed.

ICS trainers and product development personnel will be available for all visitors to inmates at the LCACC when the new and enhanced video visitation system with RVV goes live later this year. Updates on time frame for go live and the RVV brochures will be published to <http://www.icsolutions.com/> and the LCACC web site in the immediate future.

COMMENTARY TO ACCOMPANY BONDS

A. GENERAL INFORMATION

Bonds are required by statutes for public work in many jurisdictions and are widely used for other projects as well.

The Performance Bond is an instrument that is used to assure the availability of funds to complete the project.

The objective underlying the re-writing of bond forms is to make it more understandable to provide guidance to users. The intention was to define the rights and responsibilities of the parties, without changing the traditional rights and responsibilities that have been decided by the courts. The new bond form provides helpful guidance regarding time periods for various notices and actions and clarify the extent of available remedies.

The concept of pre-default meeting has been incorporated into the Performance Bond. All of the participants favored early and informal resolution of the problems that may precipitate a default, but some Surety companies were reluctant to participate in pre-default settings absent specific authorization in the bond form.

The responsibilities of the Owner and the options available to the Surety when a default occurs are set forth in the Performance Bond.

Normally the amount of the bond is 100 percent of the contract amount.

B. COMPLETING THE FORMS

Bonds have important legal consequences; consultation with an attorney and a bond specialist is encouraged with respect to federal, state and local laws applicable to bonds and with respect to completing or modifying the bond forms.

Bond forms have a similar format and the information to be filled in is ordinarily the same on both bonds. If modification is necessary, the modifications may be different.

The bond form is prepared for execution by the Contractor and the Surety. Evidence of authority to bind the Surety is usually provided in the form of a power of attorney designating the agent who is authorized to sign on behalf of the Surety. The power of attorney should be filed with the signed bond.

Preferably the bond date should be the same date as the contract, but in no case should the bond date precede the date of the contract.

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR:

Inmate Calling Solutions, LLC
dba ICSolutions
2200 Danbury Street
San Antonio, TX 78217

SURETY (Name and Principal
Place of Business):

Owner:
Lancaster County
555 South 10th St.
Lincoln, NE 68508

CONTRACT

Date: September 23, 2017
Amount: \$40,000.00

Description:

For all labor, material and equipment necessary for Inmate Phone System, Bid No. 12-273

BOND

Date:
Amount: \$40,000.00

Modifications to this Bond Form:

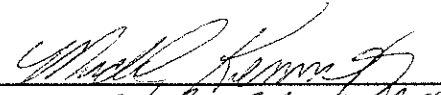
CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)

SURETY

Company: (Corp. Seal)

Inmate Calling Solutions, LLC
dba ICSolutions
2200 Danbury Street
San Antonio, TX 78217

Signature: 
Name and Title: *VP Sales & Marketing*

Signature: _____
Name and Title: _____

EJCDC NO. 1910-28a (1984 Edition)
Prepared through the joint efforts of The Surety Assoc. of America, Engineers' Joint Contract Documents Committee, The Associated General Contractors of America, and the American Institute of Architects.

1. The Contractor and the Surety, jointly and severally, bind themselves their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Contract, which is incorporated herein by reference.
2. If the Contractor performs the Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.
3. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:
 - 3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below, that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default and
 - 3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Sub-paragraph 3.1; and
 - 3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Contract or to a contractor selected to perform the Contract in accordance with the terms of the contract with the Owner.
4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Contract, or
 - 4.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
 - 4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default, or
 - 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
 1. After investigation, determine the amount for which it may be liable to the Owner and as soon as practicable after the amount is determined tender payment therefore to the Owner; or
 2. Deny liability in whole or in part and notify the Owner citing reasons therefore.
5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4 and the Owner refuses payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
6. After the Owner has terminated the Contractor's right to complete the Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, the Surety is obligated without duplication for:
 - 6.1 The responsibilities of the Contractor for correction of defective work and completion of the Contract;
 - 6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and
 - 6.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of the Contractor.
7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, or successors.
8. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related sub-contracts, purchase orders and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.
11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the contract was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
12. Definitions.
 - 12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Contract.
 - 12.2 Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
 - 12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
 - 12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

VERIFICATION OF BOND IN FORCE
Form SB-3

Type of Bond: Performance Bond

Name of Principal: INMATE CALLING SOLUTIONS, LLC DBA ICSOLUTIONS

Obligee: LANCASTER COUNTY

Carrier: TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

Bond Number: 105937144


Effective Date: 7/8/2017

Limit: \$ 40,000.00

Premium: \$ 220.00

This Bond is continuous with no definite expiration date. Sufficient Premium has been paid to satisfy the requirements of the Carrier for this bond to 7/8/2018.

TRAVELERS CASUALTY AND SURETY COMPANY
OF AMERICA

By: 
Renato F. Reyes Attorney in Fact

Date: 09/06/2017

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

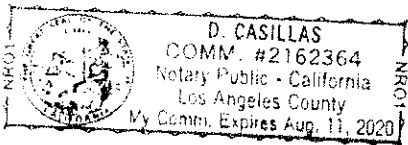
State of California

County of Los Angeles

On SEP 06 2017 before me, D. Casillas, Notary Public, personally appeared Renato F Reyes who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature *D. Casillas*
Signature of Notary Public



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 231967

Certificate No. 007182277

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Tracy Aston, KD Conrad, Simone Gerhard, Edward C. Spector, Lisa K. Crail, B. Aleman, Renato F. Reyes, April Martinez, and Marina Tapia

of the City of Los Angeles, State of California, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 11th day of April, 2017.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 11th day of April, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2021.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this SEP 06 2017 day of _____, 20__.

Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1 800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

Policy Number – EB2-651-291759-066

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED
PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
Lancaster County 55 South 10th Street Lincoln NE 68508
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only **with** respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, **by** your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection **with** your premises owned by or rented to you.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Not applicable in Kentucky, New Hampshire and New Jersey

The waiver does not apply to any right to recover payments which the Minnesota Workers Compensation Reinsurance Association may have or pursue under M.S. 79.36.

Schedule

Where required by contract or written agreement prior to loss and allowed by law.

In the states of Alabama, Arizona, Arkansas, Colorado, Georgia, Idaho, Illinois, Indiana, Kansas, Maine, Michigan, Mississippi, Missouri, Montana, Nevada, New Mexico, North Carolina, Oklahoma, Pennsylvania, Rhode Island, South Carolina, Vermont, West Virginia, the premium charge is 2% of the total manual premium, subject to a minimum premium of \$100 per policy.

In the states of Connecticut, Florida, Iowa, Maryland, Nebraska, Oregon, the premium charge is 1% of the total manual premium, subject to a minimum premium of \$250 per policy.

In the state of Louisiana, the premium charge is 2% of the total standard premium, subject to a minimum premium of \$250 per policy.

In the state of Massachusetts, the premium charge is 1% of the total manual premium.

In the states of New York, Tennessee, the premium charge is 2.00% of the total manual premium, subject to a minimum premium of \$250 per policy.

In the state of Virginia, the premium charge is 5.00% of the total manual premium, subject to a minimum premium of \$250 per policy.

In the state of Wisconsin, the premium charge is 2% of the total manual premium, subject to a minimum premium of \$50 per policy.

Issued by Liberty Insurance Corporation 21814

For attachment to Policy No. WC7-651-291759-046 Effective Date Premium \$

Issued to TKC Holdings, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

SCHEDULE

Name Of Person(s) Or Organization(s):
State of California, its officers, employees, and agents PO Box 7002 Atascadero CA 93423-7002
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** - Covered Autos Coverages of the Auto Dealers Coverage Form.