

Jerome Delvin  
District 1  
Shon Small  
District 2  
Will McKay  
District 3

## Board of County Commissioners

Jerrod MacPherson  
County Administrator

Matt Rasmussen  
Deputy County Administrator



To view items in detail,  
click highlighted areas.

**Notice: Meeting provided in-person, by live-broadcast and telephonically via WebEx as follows:**

Live-Broadcast @ link below:

<https://www.co.benton.wa.us/agenda/commissioners>

**AGENDA**  
**BOARD OF BENTON COUNTY COMMISSIONERS**  
**Regular Board Meeting**  
**Tuesday, September 27, 2022, 9:00 a.m.**  
**Benton County Courthouse, Prosser, WA**

**9:00 AM**

**Call to Order**

**Pledge of Allegiance**

**Approval of Minutes**

❖ **September 20, 2022**

**Review Agenda**

**Consent Agenda**

**Auditor**

**a.** Establishing the Jury Pay Debit Card Account Revolving Fund for Jurors Reporting to Jury Duty

**Commissioners**

**b.** Appointment of Kim Lettrick to the Benton Franklin Behavioral Health Advisory Committee

**Human Resources**

**c.** Establishing New Grade Placements for Attorneys in the Prosecuting Attorney's Office & Office of Public Defense

**Public Safety**

**d.** Line Item Transfer, Fund No. 01480, Dept. 171 for Salaries & Benefits

**Public Works**

- e. Ratifying Change Order No. 1 to American Rock Products Contract for Plymouth Road Pavement Overlay

**Purchasing**

- f. Contract w/Global Tel\*Link Corporation for Inmate Tablets & Phone Services @ the Jail
- g. Grant Award Modification w/U.S. Dept of Justice Office for Stop School Violence Prevention & Mental Health Training Program for Sheriff's Office

**Public Comment** ~ *for public engagement during Commissioners' meetings, please use the public comments phone line @: Dial: 509 460-4941*

**Other Business**

**Draft**

**MINUTES**

**BOARD OF BENTON COUNTY COMMISSIONERS**

Regular Board Meeting

Benton County Courthouse, Prosser, WA

Tuesday, September 20, 2022, 9:00 a.m.

*Meeting provided in-person, by Video Live-Broadcast and Telephonically via/WebEx*

**Present:** Chairman Shon Small  
Commissioner Will McKay  
County Administrator Jerrod MacPherson  
Clerk of the Board Cami McKenzie

**Absent:** Commissioner Jerome Delvin – (Excused – ECA Conference)

**Benton County Employees Present During All or a Portion of the Meeting:** Deputy County Administrator Matt Rasmussen; Lexi Wingfield, HR Manager; Clerk Josie Delvin; DPA Ryan Brown; Treasurer Ken Spencer Linda Ivey, Finance Manager; HR Assistant Manager Eric Wyant; Cristina Woods, Public Works; Matt Mahoney, Public Works Operations Manager; Alex Garcia and Cody Shelton, IT; Chief Robert Guerrero.

**Pledge of Allegiance**

The Board recited the Pledge of Allegiance.

**Approval of Minutes**

The Minutes of September 13, 2022 were approved.

**Agenda Review**

The following items were added to the agenda:

- State Auditor Letter
- Two Executive Sessions
  - Review Labor Negotiations
  - Review Qualifications of Candidate for Public Employment

**Consent Agenda**

**MOTION:** Commissioner McKay moved to approve the consent agenda items “a” through “o”. Chairman Small seconded and upon vote, the Board approved the following:

### **Human Services**

- a. 1<sup>st</sup> Amended Contract w/Breanna Zavicar for Community Prevention Coordinator
- b. Amendment C to Homeless Grant w/WA State Department of Commerce
- c. 1<sup>st</sup> Amended Agreement w/Tri-Cities Hispanic Chamber of Commerce

### **IT**

- d. Yearly Subscription From HIPPO Facility Management Technologies for the Facilities Department for Online Asset & Work Order Management System
- e. Purchase of Three Scanners for Superior Court Administration From Southern Computer Warehouse

### **Office of Public Defense**

- f. Superior Court Public Defense Agreement w/Eric Scott
- g. Early Termination Notice for Megan Whitmire for Superior Court Public Defense Services
- h. First Amendment to Agreement w/WA State Office of Public Defense for Blake Funds
- i. Superior Court Public Defense Agreement w/Hayden Sebald

### **Prosecuting Attorney**

- j. Lease Extension w/Support, Advocacy & Resource Center

### **Public Works**

- k. Contract w/Construction Ahead for 2022 Pavement Markings Project
- l. Detour Agreement Form for Utility Encroachment Permit w/Dallas DeCorte

### **Purchasing**

- m. Purchase of Surveying Equipment From Kuker Ranken, Inc. for the Road Department
- n. Change Order #4 w/Booth & Sons Construction, Inc. for the Moderate Risk Waste Facility Project

### **Treasurer**

- o. Columbus Day Training

### **Public Comment**

None.

### **Public Hearing - Whitstran Heights Water Association Franchise Request**

Cristina Woods presented the franchise agreement renewal for Whitstran Heights Water Association. She said that Benton County Public Works recommended the Commissioners approve the Franchise Order and Agreement with Whitstran Heights Water Association as presented.

As there was no one present to testify, public testimony was closed.

**MOTION:** Commissioner McKay moved to approve the Franchise Order and Agreement with Whitstran Heights Water Association for water pipe and all systems and facilities as presented. Chairman Small seconded and upon vote, the motion carried.

### **Jail Use Agreements**

- City of West Richland
- City of Richland

- City of Prosser
- City of Kennewick

Jerrod MacPherson and Chief Guerrero presented the Jail Use Agreements with the cities, set to expire on December 31, 2022. The parties agreed to a new Jail Use Agreement, effective January 1, 2023 through December 31, 2026. Mr. MacPherson said they were reviewed and approved by the PA's office and recommended approval as presented.

**MOTION:** Commissioner McKay moved to approve the Agreement for Use of Jail Facilities between Benton County and the City of West Richland, effective January 1, 2023 through December 31, 2026 as presented. Chairman Small seconded and upon vote, the motion carried.

**MOTION:** Commissioner McKay moved to approve the Agreement for Use of Jail Facilities between Benton County and the City of Richland, effective January 1, 2023 through December 31, 2026 as presented. Chairman Small seconded and upon vote, the motion carried.

**MOTION:** Commissioner McKay moved to approve the Agreement for Use of Jail Facilities between Benton County and the City of Prosser, effective January 1, 2023 through December 31, 2026 as presented. Chairman Small seconded and upon vote, the motion carried.

**MOTION:** Commissioner McKay moved to approve the Agreement for Use of Jail Facilities between Benton County and the City of Kennewick, effective January 1, 2023 through December 31, 2026 as presented. Chairman Small seconded and upon vote, the motion carried.

### **Budget Update**

Linda Ivey, Matt Rasmussen, and Jerrod MacPherson updated the Board on the budget process as follows:

1. Budget Receipt
  - Received the Departments budgets as required by the Budget Call
  - Reviewing the submittals plus converting from EDEN to Enterprise as the financial systems were changed during this time
  - Department submittals of Revenues and Expenditures will be presented to the Board on October 11, 2022
2. Courthouse Union
  - Working on ideas to be included in the budget recommendations for the Courthouse Union employees
3. Upcoming Schedule
  - October 11 – Preliminary budget submittal - including our initial amount of out of balance on baseline and new requests
  - October 26-27 – Budget Workshops with Elected Officials
  - November 1 – recommendations and request to proceed to public hearing.

- November 29 – Public Hearing to adopt the 2023-2024 Budget
- 4. New positions (33 from Current Expense and Special Funds)
- 5. 22 position requests for new changes
- 6. Out of balance a little over \$8 million with positions, supplies, services, contracts, jail contracts

### **Other Business**

#### **State Auditor Letter**

Aileen Coverdell, Auditor’s Office, via/WebEx, requested the Board sign the Letter to the State Auditor regarding the upcoming audit. She said they had a conference at 11:00 a.m. with the State Auditor and needed the letter prior that time.

**MOTION:** Chairman Small moved to approve the Letter to the State Auditor as presented. Commissioner McKay seconded and upon vote, the motion carried.

#### **Certificate of Appreciation**

Chairman Small presented a Certificate of Appreciation to Nancy Richman for service of over 41 years at Benton County.

The Board briefly reconvening at 9:22 a.m.

#### **Executive Session – County’s Position on Labor Negotiations**

The Board went into executive session at 9:22 a.m. for up to 30 minutes with Lexi Wingfield to discuss the County’s position on labor negotiations. Also present were Jerrod MacPherson, Matt Rasmussen, Eric Wyant, Linda Ivey, and Cami McKenzie.

The Board came out at 9:48 a.m. No decisions were made in executive session.

#### **Executive Session – Discuss Performance of Public Employee**

The Board went into executive session at 9:48 a.m. for five minutes to discuss the performance of a public employee. Also present were Jerrod MacPherson and Matt Rasmussen. The Board came out at 9:51 a.m. No decisions were made in executive session.

**MOTION:** Commissioner McKay moved to approve the Employment Agreement with Alexandra Wingfield, effective September 1, 2022 through September 30, 2022. Chairman Small seconded and upon vote, the motion carried.

## **Executive Session – Review Qualifications of Applicants for Public Employment**

The Board went into executive session at 9:51 a.m. for up to 10 minutes with Lexi Wingfield. Also present were Jerrod MacPherson, Matt Rasmussen, and Cami McKenzie.

The Board came out at 9:56 a.m. No decisions were made in executive session.

**MOTION:** Commissioner McKay moved to approve the salary request form for Eric Wyant as presented. Chairman Small seconded and upon vote, the motion carried.

**MOTION:** Commissioner McKay moved to approve the salary request form for Heather Flowers as presented. Chairman Small seconded and upon vote, the motion carried.

**MOTION:** Commissioner McKay moved to approve the Employment Agreement with Carlee Nave as presented. Chairman Small seconded and upon vote, the motion carried.

### **Payroll**

Check Date: 09/15/2022

Payroll Draw Checks

Total all funds: \$114,465.89

Warrant #: 243801-243803

Direct Deposit #: 174266-174407

Payroll Draw Deductions/Transfers

Total all funds: \$20,978.67

ACH #: 108

### **Accounts Payable**

Check Date: 09/09/2022

Warrants #: 236650

Total all funds: \$8,096.72

P-Cards #: 95

Total all funds: \$416,414.94

Check Date: 09/16/2022

Warrants #: 236741-237042

Total all funds: \$2,396,494.73

Wire Transfers: 67-69, 89-94, 96-99, 104-107  
EFT's #: 55-68  
Total all funds: \$79,979.70

## **Resolutions**

- 2022-669: Employment Agreement with Alexandra Wingfield, Human Resources Manager, effective September 1, 2022 through September 30, 2023
- 2022-670: 1<sup>st</sup> Amended Contract w/Breanna Zavicar for Community Prevention Coordinator
- 2022-671: Amendment C to Homeless Grant w/WA State Department of Commerce
- 2022-672: 1<sup>st</sup> Amended Agreement w/Tri-Cities Hispanic Chamber of Commerce
- 2022-673: Yearly Subscription From HIPPO Facility Management Technologies for the Facilities Department for Online Asset & Work Order Management System
- 2022-674: Purchase of Three Scanners for Superior Court Administration From Southern Computer Warehouse
- 2022-675: Superior Court Public Defense Agreement w/Eric Scott
- 2022-676: Early Termination Notice for Megan Whitmire for Superior Court Public Defense Services
- 2022-677: First Amendment to Agreement w/WA State Office of Public Defense for Blake Funds
- 2022-678: Superior Court Public Defense Agreement w/Hayden Sebald
- 2022-679: Lease Extension w/Support, Advocacy & Resource Center
- 2022-680: Contract w/Construction Ahead for 2022 Pavement Markings Project
- 2022-681: Detour Agreement Form for Utility Encroachment Permit w/Dallas DeCorte
- 2022-682: Purchase of Surveying Equipment From Kuker Ranken, Inc. for the Road Department
- 2022-683: Change Order #4 w/Booth & Sons Construction, Inc. for the Moderate Risk Waste Facility Project
- 2022-684: Columbus Day Training – Approval of Use of County Funds
- 2022-685: Granting A Franchise To Whitstran Heights Water Association To Place A Water Pipe System And Facilities In County Road Rights Of Way
- 2022-686: Approving The Agreement For Use Of Jail Facilities Between Benton County And The City Of West Richland
- 2022-687: Approving The Agreement For Use Of Jail Facilities Between Benton County And The City Of Richland
- 2022-688: Approving The Agreement For Use Of Jail Facilities Between Benton County And The City Of Prosser
- 2022-689: Approving The Agreement For Use Of Jail Facilities Between Benton County And The City Of Kennewick
- 2022-690: Entering Into An Employment Agreement With Carlee Nave, Human Resources Manager

There being no further business before the Board, the meeting adjourned at approximately 9:58 a.m.

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Clerk of the Board

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Chairman

# COMMISSIONERS' AGENDA ACTION SHEET

<b>Meeting Date:</b>	September 27, 2022
<b>Subject:</b>	Establish Jury Pay Debit Card Account Revolving Fund
<b>Presenter:</b>	
<b>Prepared By:</b>	Brenda Chilton
<b>Reviewed By:</b>	Josie Delvin, Lorene Roe
<b>PA Review, Approval to Form:</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <i>(If no, include reasoning for no approval)</i>
<b>Type of Agenda Item:</b>	<b>Type of Action Needed:</b> <i>(Multiple boxes can be checked, if necessary)</i>
<input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Public Hearing <input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Discussion Only <input type="checkbox"/> Decision / Direction <input type="checkbox"/> Sign Letter / Document <input type="checkbox"/> Pass Motion <input checked="" type="checkbox"/> Pass Resolution <input type="checkbox"/> Pass Ordinance <input type="checkbox"/> Execute Contract

## Summary / Background Information

Benton County has an agreement, Resolution 2022-517, with Rapid Investments, Inc. dba Rapid Financial Solutions for the use of prepaid debit cards as payment to jurors who report for jury duty. To facilitate loading of the prepaid debit cards with the vendor it is necessary to set up a revolving fund of \$30,000.

## Fiscal Impact

None.

## Recommendation

Move to establish the **JURY PAY DEBIT CARD ACCOUNT REVOLVING FUND** in the sum of \$30,000 to facilitate loading of prepaid debit cards as payment to jurors who report for jury duty.

## Suggested Motion

Part of consent agenda

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

**IN THE MATTER OF ESTABLISHING THE JURY PAY DEBIT CARD ACCOUNT REVOLVING FUND IN THE AMOUNT OF \$30,000 FOR THE ADMINISTRATION OF PREPAID JURY PAY DEBIT CARDS AS PAYMENT TO JURORS WHO REPORT FOR JURY DUTY**

**WHEREAS**, Benton County has an agreement with Rapid Investments, Inc. dba Rapid Financial Solutions, Resolution 2022-517, for the use of prepaid debit cards as payment to jurors who report for jury duty; and

**WHEREAS**, to administer the issuance of the prepaid debit cards as payment to jurors who report for jury duty, it is necessary to set up a revolving fund to service loading of the cards with the vendor, Rapid Investments, Inc., dba Rapid Financial Solutions, pursuant to the agreement approved by the Board Commissioners by Resolution No. 2022-517; **NOW, THEREFORE,**

**BE IT RESOLVED**, that the Auditor's Office is authorized to establish the **JURY PAY DEBIT CARD ACCOUNT REVOLVING FUND** in the sum of \$30,000 to facilitate loading of prepaid debit cards for payment to jurors who report for jury duty; and

**BE IT FURTHER RESOLVED**, that Aileen Coverdell, Accounting Services Manager, shall be the custodian of the fund.

Dated this \_\_\_\_\_ day of September, 2022.

\_\_\_\_\_  
Chairman of the Board

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Constituting the Board of County  
Commissioners of Benton County,  
Washington

Attest: \_\_\_\_\_  
Clerk of the Board

# COMMISSIONERS' AGENDA ACTION SHEET

<b>Meeting Date:</b>	Benton County - September 27, 2022; Franklin County - September 20, 2022	
<b>Subject:</b>	Appointment of 17 <sup>th</sup> Member to Behavioral Health Advisory Committee	
<b>Presenter:</b>	Matt Rasmussen	
<b>Prepared By:</b>	Matt Rasmussen	
<b>Reviewed By:</b>	Jerrod MacPherson	
<b>PA Review, Approval to Form:</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <i>(If no, include reasoning for no approval)</i>	
<b>Type of Agenda Item:</b>	<b>Type of Action Needed:</b> <i>(Multiple boxes can be checked, if necessary)</i>	
<input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Public Hearing <input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Discussion Only <input type="checkbox"/> Pass Motion <input type="checkbox"/> Decision / Direction <input checked="" type="checkbox"/> Pass Resolution <input type="checkbox"/> Sign Letter / Document <input type="checkbox"/> Pass Ordinance <input type="checkbox"/> Execute Contract	

## Summary / Background Information

The Boards of Benton and Franklin Counties jointly created the behavioral health advisory committee in March of 2022. In the formation, each County selected 8 voting members to be on the committee for 16 total. A 17<sup>th</sup> voting member was to be nominated by the committee at their regular meetings and forwarded to the Boards of Commissioners for appointment.

At the September 8, 2022 regular advisory committee meeting, the voting members unanimously voted to Recommend Kim Lettrick of Kennewick, Washington to serve as the 17<sup>th</sup> voting member representing people with lived experience.

The Boards now must jointly decide if Ms. Lettrick should be appointed.

## Fiscal Impact

None

## Recommendation

Staff recommends that the Boards approve the joint Resolution appointing Kim Lettrick of Kennewick, Washington to the Benton Franklin Behavioral Health Advisory Committee.

## Suggested Motion

Approve as part of the consent agenda.

**JOINT RESOLUTION**

**BENTON COUNTY RESOLUTION \_\_\_\_\_**

**FRANKLIN COUNTY RESOLUTION \_\_\_\_\_**

**BEFORE THE BOARD OF COMMISSIONERS OF BENTON AND FRANKLIN COUNTIES,  
WASHINGTON:**

**IN THE MATTER OF APPOINTING THE 17TH VOTING MEMBER TO THE BENTON  
FRANKLIN BEHAVIORAL HEALTH ADVISORY COMMITTEE**

**WHEREAS**, on March 1, 2022 the Boards of Benton and Franklin Counties jointly created the Benton Franklin Behavioral Health Advisory Committee via Resolutions 2022-147 and 2022-043 respectively; and

**WHEREAS**, said Resolutions required that the sitting members of the Committee nominate an individual from the persons with lived experience category to serve as the 17<sup>th</sup> voting member; and

**WHEREAS**, at their September 8, 2022 regular meeting the Benton Franklin Behavioral Health Advisory Committee members unanimously voted to recommend Kim Lettrick of Kennewick, Washington for appointment to that role; and

**WHEREAS**, in accordance with the above Resolutions the Boards of Benton and Franklin County Commissioners must now jointly appoint the 17<sup>th</sup> voting member based on the recommendation of the Committee; **NOW THEREFORE**,

**BE IT RESOLVED** that the Board of Benton County Commissioners and the Board of Franklin County Commissioners hereby appoint Kim Lettrick of Kennewick, Washington to serve on the Benton Franklin Behavioral Health Advisory Committee as a person with lived experience for the term beginning October 1, 2022 and ending September 30, 2025.

FOR BENTON COUNTY

FOR FRANKLIN COUNTY

Dated this \_\_\_\_ day of \_\_\_\_\_ 2022.

Dated this \_\_\_\_ day of \_\_\_\_\_ 2022.

\_\_\_\_\_  
Chairman of the Board

\_\_\_\_\_  
Chairman of the Board

\_\_\_\_\_  
Chairman Pro Tem

\_\_\_\_\_  
Chairman Pro Tem

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Constituting the Board of County  
Commissioners of Benton County, Washington

Constituting the Board of County  
Commissioners of Franklin County, Washington

Attest: .....

Attest: .....

Clerk of the Board

Clerk of the Board

# COMMISSIONERS' AGENDA ACTION SHEET

<b>Meeting Date:</b>	9/27/2022	
<b>Subject:</b>	Update Resolutions 2019-690 and 2019-725 for Attorney Wages	
<b>Presenter:</b>		
<b>Prepared By:</b>	L. Wingfield	
<b>Reviewed By:</b>	J. MacPherson & R. Lukson	
<b>PA Review, Approval to Form:</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <i>(If no, include reasoning for no approval)</i>	
<b>Type of Agenda Item:</b>	<b>Type of Action Needed:</b> <i>(Multiple boxes can be checked, if necessary)</i>	
<input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Public Hearing <input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Discussion Only <input type="checkbox"/> Pass Motion <input type="checkbox"/> Decision / Direction <input checked="" type="checkbox"/> Pass Resolution <input type="checkbox"/> Sign Letter / Document <input type="checkbox"/> Pass Ordinance <input type="checkbox"/> Execute Contract	

## Summary / Background Information

Resolutions 2019-690 and 2019-725 outlined the non-bargaining salary grade for attorneys within the Prosecuting Attorney's Office and the Office of Public Defense. The following were established:

- Deputy I and Public Defense Attorney I – grade 16
- Deputy II and Public Defense Attorney II – grade 19
- Deputy III and Public Defense Attorney III – grade 22
- Deputy IV and Public Defense Attorney IV – grade 25
- Assistant Chief Deputy – grade 27
- Chief Deputy – Civil and Criminal – 80% of Prosecuting Attorney's salary

Additionally, these Resolutions gave the Elected Prosecutor and the Public Defense Manager the ability to place and move staff without board approval between the classifications.

Due to current staffing needs, a salary survey, and multiple discussions regarding attracting and retaining employees, it is recommended those resolutions be rescinded and the following attorney grades be established:

- Attorney I – grade 19
- Attorney II – grade 22
- Attorney III – grade 25
- Attorney IV – grade 27
- Assistant Chief Deputy – 75% of Prosecuting Attorney's salary
- Chief Deputy – Civil and Criminal – 80% of Prosecuting Attorney's salary

## Fiscal Impact

No supplement required

## Recommendation

Recommend the Board of Benton County Commissioners sign the Resolution rescinding Resolution 2019-690 and Resolution 2019-725 and adopting the new salary placement for Attorneys in the Prosecuting Attorney's Office and the Office of Public Defense.

**Suggested Motion**

On consent

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

**IN THE MATTER OF RESCINDING RESOLUTION 2019-690 AND RESOLUTION 2019-725 AND ESTABLISHING NEW GRADE PLACEMENTS FOR ATTORNEYS WITHIN THE PROSECUTING ATTORNEY'S OFFICE AND THE OFFICE OF PUBLIC DEFENSE.**

**WHEREAS**, Resolutions 2019-690 and 2019-725 set pay grades for Deputy Prosecuting Attorneys and for Public Defense Attorneys; and

**WHEREAS**, it also gave initial placement and advancement authority to the applicable Elected Prosecuting Attorney and Public Defense Manager; and

**WHEREAS**, Benton County Administration and the Human Resources Manager worked with the Prosecuting Attorney and recommend the following grade placements given staffing needs in the current economic climate, including but not limited to the tight attorney market to attract and retain attorneys, the number of higher education schooling years to qualify, and the lack of law schools in our area:

Attorney I	Grade 19
Attorney II	Grade 22
Attorney III	Grade 25
Attorney IV	Grade 27
Assistant Chief Deputy	75% of Elected
Chief Deputy	80% of Elected

**WHEREAS**, Resolution 2019-690 and Resolution 2019-725 are rescinded and the new grade placements are effective October 1, 2022; **NOW THEREFORE**,

**BE IT RESOLVED**, effective October 1, 2022, the Benton County Commissioners rescind Resolution 2019-690 and Resolution 2019-725 and the following grade placements are established:

Attorney I	Grade 19
Attorney II	Grade 22
Attorney III	Grade 25
Attorney IV	Grade 27
Assistant Chief Deputy	75% of Elected
Chief Deputy	80% of Elected

**BE IT FURTHER RESOLVED**, effective October 1, 2022, the Prosecuting Attorney's Office will be limited to three (3) Assistant Chief Deputy positions and two (2) Chief Deputy positions; and

**BE IT FURTHER RESOLVED**, that the Benton County Commissioners approve the table below updating position number titles effective October 1, 2022:

Position #	Title	Grade
1798	DEPUTY PROSECUTING ATTORNEY I	19
1335	DEPUTY PROSECUTING ATTORNEY I	19
1344	DEPUTY PROSECUTING ATTORNEY I	19
1345	DEPUTY PROSECUTING ATTORNEY I	19
1356	DEPUTY PROSECUTING ATTORNEY I	19
1363	DEPUTY PROSECUTING ATTORNEY I	19
1388	DEPUTY PROSECUTING ATTORNEY I	19
1563	DEPUTY PROSECUTING ATTORNEY I	19
1705	DEPUTY PROSECUTING ATTORNEY I	19
1799	DEPUTY PROSECUTING ATTORNEY I	19
1198	DEPUTY PROSECUTING ATTORNEY II	22
1322	DEPUTY PROSECUTING ATTORNEY II	22
1342	DEPUTY PROSECUTING ATTORNEY II	22
1343	DEPUTY PROSECUTING ATTORNEY II	22
1347	DEPUTY PROSECUTING ATTORNEY II	22
1351	DEPUTY PROSECUTING ATTORNEY II	22
1375	DEPUTY PROSECUTING ATTORNEY II	22
1830	DEPUTY PROSECUTING ATTORNEY II	22
1360	DEPUTY PROSECUTING ATTORNEY III	25
1365	DEPUTY PROSECUTING ATTORNEY III	25
1722	DEPUTY PROSECUTING ATTORNEY III	25
1792	DEPUTY PROSECUTING ATTORNEY III	25
1795	DEPUTY PROSECUTING ATTORNEY III	25
1543	ASSISTANT CHIEF DEPUTY	75%
1829	ASSISTANT CHIEF DEPUTY	75%
1338	ASSISTANT CHIEF DEPUTY	75%
1337	CHIEF DEPUTY, CRIMINAL	80%
1350	CHIEF DEPUTY, CIVIL	80%
1928	PUBLIC DEFENSE ATTORNEY I	19
1304	PUBLIC DEFENSE ATTORNEY II	22
1565	PUBLIC DEFENSE ATTORNEY II	22
1700	PUBLIC DEFENSE ATTORNEY II	22
1724	PUBLIC DEFENSE ATTORNEY II	22

**BE IT FURTHER RESOLVED**, that the Prosecuting Attorney and Office of Public Defense Manager are authorized to determine the initial placement and/or advancement of Attorneys between grades based upon their work experience; and

**BE IT FURTHER RESOLVED**, that the Prosecuting Attorney and Office of Public Defense Manager will work with Benton County Administration, including the Benton County Finance Manager, to ensure they are working within their approved salaries and benefits budget for the remainder of that budget cycle; and

**BE IT FURTHER RESOLVED**, any movement that exceeds approved budgeted amounts for salaries and benefits within the affected fund and department will require Board approval; and

**BE IT FURTHER RESOLVED**, any increases that exceed the approved budgeted salaries and benefits amounts for the Prosecutor's Office could results in personal or bond liability per RCW 36.40.130.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Chairman of the Board

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Constituting the Board of Commissioners  
of Benton County, Washington

Attest.....

Clerk of the Board

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN  
PUBLIC SAFETY TAX FUND NUMBER 1480 DEPARTMENT NUMBER 171

BE IT RESOLVED, by the Board of Benton County Commissioners, that funds shall be transferred as outlined in Exhibit "A", attached hereto.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Chairman of the Board

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Constituting the Board of County Commissioners  
of Benton County, Washington.

Attest: \_\_\_\_\_  
Clerk of the Board

cc: Dept, Auditor, File

prepared by: Crystal Garcia

### BENTON COUNTY BUDGET ADJUSTMENT

Dept Name:

Dept Nbr:

Fund Name:

Fund Nbr:

TRANSFER FROM: Dept.

TRANSFER TO: Dept.

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
5521000	54103	Professional Services	\$10,000	5521000	51668	Counselor III	\$12,560
5521000	53101	Supplies	\$6,976	5521000	52102	Social Security (FICA)	\$961
				5521000	52103	Medical Insurance	\$2,099
				5521000	52104	Retirement	\$1,335
				5521000	52119	Paid Family Leave Act	\$21
<b>TOTAL</b>			<b>\$16,976</b>	<b>TOTAL</b>			<b>\$16,976</b>

**Explanation:**

This transfer is necessary to cover deficiencies in these line items, no new positions is being added.

Prepared by:

Date:

Approved

Denied

Date: \_\_\_\_\_

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

# COMMISSIONERS' AGENDA ACTION SHEET

<b>Meeting Date:</b>	September 27, 2022	
<b>Subject:</b>	Ratifying Change Order No. 1 to American Rock Products contract for C.E. 2101 CRP - Plymouth Road Pavement Overlay Project	
<b>Presenter:</b>		
<b>Prepared By:</b>	D. Hope	
<b>Reviewed By:</b>	Procurement	
<b>PA Review, Approval to Form:</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <i>(If no, include reasoning for no approval)</i>	
<b>Type of Agenda Item:</b>	<b>Type of Action Needed:</b>	
<input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Public Hearing <input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Discussion Only (1 <sup>st</sup> ) <input type="checkbox"/> Pass Motion <input type="checkbox"/> Discussion Only (2 <sup>nd</sup> ) <input checked="" type="checkbox"/> Pass Resolution <input type="checkbox"/> Decision/Direction <input type="checkbox"/> Pass Ordinance <input type="checkbox"/> Sign Letter/Document <input type="checkbox"/> Execute Contract	

## Summary / Background Information

On June 7, 2022 the Board of County Commissioners approved Resolution 2022-384 and executed a contract with American Rock Products for C.E. 2101 CRP – Plymouth Road Overlay Project in the amount of \$1,266,655.04.

Change Order No. 1 increased the contract amount by \$161,891.10.

The County Administrator and County Engineer have signed Change Order No. 1 as allowed by the Benton County Procurement, Leasing and Contracting Policy (Resolution 2021-233). The Board of County Commissioners needs to ratify the Change Order.

## Fiscal Impact

**Amount:** \$161,891.10

**Fund:** Road Fund

## Recommendation

Ratify Change Order No. 1 to American Rock Products contract for C.E. 2101 CRP – Plymouth Road Pavement Overlay Project as signed by the County Administrator and County Engineer.

## Suggested Motion

Approve as part of the Consent Agenda.

# RESOLUTION

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF BENTON COUNTY WASHINGTON:

**IN THE MATTER OF RATIFYING CHANGE ORDER NO. 1 TO AMERICAN ROCK PRODUCTS CONTRACT FOR C.E. 2101 CRP – PLYMOUTH ROAD PAVEMENT OVERLAY PROJECT**

**WHEREAS**, on June 7, 2022 the Board of County Commissioners approved Resolution 2022-384 and executed a contract with American Rock Products for C.E. 2101 CRP in the amount of \$1,266,655.04; and

**WHEREAS**, the County Engineer has negotiated a fair and reasonable price for Change Order No. 1 in the amount of \$161,891.10; and

**WHEREAS**, the County Administrator and the County Engineer have approved and signed Change Order No. 1; and

**WHEREAS**, the Benton County Procurement, Leasing and Contracting Policy (Resolution 2021-233) requires Board of County Commissioners to ratify change orders approved by the County Administrator and the Deputy County Administrator; **NOW THEREFORE**,

**BE IT RESOLVED**, the Board of Benton County Commissioners hereby ratifies Change Order No. 1 attached hereto to the contract executed by Resolution 2022-384 with American Rock Products for C.E. 2101 CRP – Plymouth Road Pavement Overlay Project; and

**BE IT FURTHER RESOLVED**, the total contract amount will increase in the amount of \$161,891.10 for a new contract amount of \$1,428,546.14.

Dated this 27<sup>th</sup> day of September 2022.

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Chairman Pro-Tem

\_\_\_\_\_  
Member

Attest: \_\_\_\_\_  
Clerk of the Board

Constituting the Board of County  
Commissioners of Benton County,  
Washington



# Change Order

Contract Number CE 2101	Contract Title Plymouth Road Pavement Overlay	Federal Aid Number STPR – A039(004)
Change Order Number 1	Change Description Quantity Adjustments	Date 8-22-22
Prime Contractor/Design-Builder American Rock Products		

Ordered by Engineer under the terms of Section 1-04.4 of the Standard Specifications

Change proposed by Contractor/Design-Builder

Bid Item # 3 Crushed Surfacing Top Course – Overrun

Explanation: A minor overrun where some areas took more material than expected.

Plan Quantity 2,000 Tons      Actual Quantity 2,293.35 Tons      Cost Increase 293.35 Tons X \$26.00 per Ton = **\$7,627.10**

Bid Item # 4 HMA for Preleveling Class ½" PG 64-28

Explanation: Due to the rutting, reverse crowns and other inconsistency in the roadway quantities ran over in order to get a consistent depth.

Plan Quantity 4,000 Tons      Actual Quantity 5,228.88 Tons      Cost Increase 1,228.88 Tons X \$88.00 per Ton = **\$108,141.44**

Bid Item # 5 HMA Class ½" PG 64-28

Explanation: A minor overrun in quantities over 4 miles of roadway.

Plan Quantity 7,420 Tons      Actual Quantity 7,951.62      Cost Increase 531.62 Tons X \$88.00 per Ton = **\$46,782.56**

Bid Item # 6 ESC Lead

Explanation : It was determined that their wasn't a need for monitoring of erosion control on an overlay project.

Plan Quantity 4 Days      Actual Quantity 0 Days      Cost reduction 4 Days X \$165.00 per Day = **(\$660.00)**

Verbal Approval Date	Working Days +/- 0
Original Contract Amount \$1,266,655.04	Current Contract Amount \$1,266,655.04
Est. Net Change This C.O. \$161,891.10	Est. Contract Amount \$1,428,546.14

<input checked="" type="checkbox"/> Approval Recommended <i>[Signature]</i> Project Engineer	<i>8-31-22</i> Date	<input checked="" type="checkbox"/> Approved <i>[Signature]</i> County Administrator	<i>9/15/2022</i> Date
<input checked="" type="checkbox"/> Approval Recommended <i>[Signature]</i> By Prime Contractor	<i>9-8-2022</i> Date	<input checked="" type="checkbox"/> Approved <i>[Signature]</i> County Engineer	<i>9/15/2022</i> Date

# COMMISSIONERS' AGENDA ACTION SHEET

<b>Meeting Date:</b>	September 27, 2022	
<b>Subject:</b>	Personal Services Contract with Global Tel*Link Corporation dba/ViaPath Technologies for Inmate Tablet and Phone Services for the Benton County Jail	
<b>Presenter:</b>		
<b>Prepared By:</b>	Lisa Small	
<b>Reviewed By:</b>	Ryan Lukson; Chief Guerrero; Purchasing Dept.	
<b>PA Review, Approval to Form:</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A            (If no, include reasoning for no approval)	
<b>Type of Agenda Item:</b>	<b>Type of Action Needed:</b> <i>(Multiple boxes can be checked, if necessary)</i>	
<input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Public Hearing <input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Discussion Only <input type="checkbox"/> Pass Motion <input type="checkbox"/> Decision / Direction <input checked="" type="checkbox"/> Pass Resolution <input type="checkbox"/> Sign Letter / Document <input type="checkbox"/> Pass Ordinance <input checked="" type="checkbox"/> Execute Contract	

## Summary / Background Information

Benton County Purchasing Department solicited a Request for Information for Inmate Communication System for tablets and phone services on January 12, 2022.

A total of three (3) responses were received and after reviewing the proposals a decision was made to move forward with Global Tel\*Link Corporation, dba/ViaPath Technologies as they are the direct company who provides the tablets needed.

## Fiscal Impact

Commissions will be based on 75% of the gross revenue with a minimum annual guarantee of \$300,000.

## Recommendation

Approve the attached Resolution and Personal Services Contract between Benton County and Global Tel\*Link Corporation dba/ViaPath Technologies and authorize the Chairman to sign said Contract.

## Suggested Motion

Approve as part of the Consent Agenda.

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

**IN THE MATTER OF THE PERSONAL SERVICE CONTRACT BETWEEN BENTON COUNTY AND GLOBAL TEL\*LINK CORPORATION DBA/ VIAPATH TECHNOLOGIES FOR INMATE TABLETS AND PHONE SERVICES FOR THE BENTON COUNTY JAIL**

**WHEREAS**, per Resolution 2021-233, Section 5.3.2. General Services "The County need not advertise or follow a formal competitive bidding procedure for service contracts, but rather the County may instead evaluate and utilize the procedures it deems best under the individual circumstances in order to obtain services of the highest quality at the lowest cost"; and

**WHEREAS**, the Benton County Purchasing Department solicited a Request for Information for Inmate Communication System for tablets and phone services on January 12, 2022; and

**WHEREAS**, a total of three companies provided a response for the Request for Information and a decision was made to move forward with Global Tel\*Link Corporation, dba/ViaPath Technologies as they are the direct company for the tablets needed; and

**WHEREAS**, the Chief of Corrections believes it is in the best interest of the County to switch the service for inmate telephone and video visitation system from ICSolution, LLC to Global Tel\*Link Corporation dba/ViaPath Technologies for a five (5) year term; **NOW, THEREFORE**

**BE IT RESOLVED**, the Board of Benton County Commissioners, Benton County, Washington approves the Personal Services Contract between Benton County and Global Tel\*Link Corporation dba/ViaPath Technologies attached hereto for inmate tablets and phone services, and hereby authorizes the Chairman of the Board to sign said Contract on behalf of the Board; and

**BE IT FURTHER RESOLVED**, the term of the contract shall commence upon signature of both parties and shall remain in effect for five (5) years from the date of execution and shall automatically renew for additional terms of one (1) year, unless either party otherwise provides written notice at least ninety (90) days prior to scheduled renewal.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Chairman of the Board

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Constituting the Board of Commissioners  
of Benton County, Washington.

Attest.....  
Clerk of the Board

Orig BCCD  
cc: Auditor, S. Godinez, ViaPath

Prepared by: L. Small

**BENTON COUNTY  
PERSONAL SERVICES CONTRACT  
TERMS AND CONDITIONS**

This Contract is made and entered into by and between **BENTON COUNTY**, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **GLOBAL TEL\*LINK CORPORATION d/b/a ViaPath Technologies** an Idaho corporation with its principal offices at 3120 Fairview Park Drive, Suite 300, Falls Church, VA 22042, (hereinafter "CONTRACTOR"). (County and Contractor collectively the "Parties" and each a "Party"). This Contract is binding upon execution of the named Parties as of the last date signed by the Parties ("Effective Date").

In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

**1. CONTRACT DOCUMENTS**

This Contract consists of the following documents:

- a. Terms and Conditions (this document)
- b. Exhibit A - Schedule of Services - Enhanced Services - IP-Enabled Tablets and Inmate Telephone Service (ITS)
- c. Exhibit B - Equipment & Features

**2. DURATION OF CONTRACT**

The term of this Contract shall begin upon signature of both parties (the Effective Date) and the "Cutover Date" shall begin upon the date inmates within the COUNTY'S control begin utilizing the tablets from the Equipment provided in Exhibit B. CONTRACTOR agrees the Cutover Date to be no more than one-hundred and twenty (120) days after Effective Date. The Contract shall remain in effect for five (5) years from the Effective Date and shall automatically renew for additional terms of one (1) year, each upon the same terms and conditions as set forth herein, unless either party otherwise provides written notice to the other party at least ninety (90) days prior to a scheduled renewal.

**3. SERVICES PROVIDED**

The CONTRACTOR shall perform the services in Exhibit A and B, attached to this Agreement:

- a. The CONTRACTOR agrees to provide Enhanced Services - IP-

Enabled Tablets ("Tablets") and Inmate Telephone Service ("ITS") (collectively, the "Services") at the rates as set forth in Exhibit A by installing, operating, and maintaining at no cost to the County the Equipment listed in Exhibit A and Exhibit B.

- b. Exhibit A and Exhibit B contain specific terms and conditions which shall be incorporated by reference into this Contract.
- c. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the COUNTY.
- d. The CONTRACTOR shall perform the work specified in this Contract according to standard industry practice.
- e. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.
- f. Length of Call. COUNTY and CONTRACTOR will mutually determine all maximum call lengths at COUNTY'S facility.
- g. Regulatory Changes. The Parties acknowledge that the terms of the Contract are governed by federal, state, and local laws that are subject to change on occasion. CONTRACTOR shall provide COUNTY with notice of any such changes in the law upon which time the Parties will amend the Contract as needed to comply with all such changes in the law. The Parties agree that neither will be required to comply with a term in the Contract that is rendered unlawful by a future change in the law.
- h. Training. CONTRACTOR shall provide initial on-site training plus internet-based training to the extent requested by COUNTY at no cost to COUNTY. Additional training following the initial set-up and installation by CONTRACTOR will be provided upon COUNTY'S request at a mutually agreeable time based on availability of CONTRACTOR.

**4. COUNTY RESPONSIBILITIES**

- a. The COUNTY shall advise CONTRACTOR of any services location or related premise that has been closed.
- b. Throughout the term of this Contract, including any renewal terms, the COUNTY shall use CONTRACTOR as its exclusive provider for all matters relating to the Services provided

in the COUNTY Jail set forth in Exhibit A and Exhibit B, and those other inmate communication, educational or entertainment products and services sought by the COUNTY during the term of the Contract that can be delivered through the Equipment or Services at the COUNTY Jail , provided, however, that the CONTRACTOR may elect to not exercise this exclusive right. The COUNTY agrees to not allow any products or services that compete with those supplied by CONTRACTOR during the term of the Contract to be, or to remain, installed at the COUNTY Jail.

- c. The COUNTY agrees to reasonably protect the Equipment against willful abuse and promptly report any damage, service failure, or hazardous conditions to CONTRACTOR. COUNTY shall not allow any third party to, tamper with or otherwise modify the Services or Equipment supplied by CONTRACTOR under this Contract or associated software or connect the Equipment or Services or associated software to any hardware or software that is not provided by CONTRACTOR.
- d. The COUNTY shall provide necessary power and power source, at no cost to CONTRACTOR, and an operating environment with reasonable cooling consistent with general office use.
- e. The COUNTY shall provide suitable space and accessibility for inmates' use of telephone and tablet services.
- f. The COUNTY shall permit CONTRACTOR to display reasonable signs furnished by CONTRACTOR and not affix or allow to be affixed any other signs, equipment or information to the Equipment.
- g. The COUNTY shall permit reasonable access by CONTRACTOR to COUNTY'S Service Locations as reasonably necessary for CONTRACTOR to install, support and maintain the Equipment.
- i. The COUNTY shall comply with all federal, state and local statutes, rules, regulations, ordinances or codes governing or applicable to the telephone services offered by CONTRACTOR.

**5. RISK OF LOSS**

CONTRACTOR shall relieve COUNTY of all risk of loss or damage to Equipment during the periods of transportation, installation and operation of the Equipment. To the extent permissible by law, COUNTY agrees to recover the cost of

intentionally damaged Equipment from an inmate when possible.

Replacement Tablet(s) will be handled in accordance with Exhibit A, III. Inmate Tablet Services, A. Inmate Tablet Program and Specifications, Section 3. Support and Maintenance.

**6. SPECIAL ADA**

CONTRACTOR will install Equipment in accordance with the Americans with Disabilities Act and any related federal, state and local regulations in effect at the time of installation. CONTRACTOR shall make any alterations to the Equipment as necessary for its correct operation and/or compliance with applicable laws at no cost to COUNTY.

**7. CONTRACT REPRESENTATIVES**

Each Party to this Contract shall have a contract representative. Each Party may change its representative upon providing written notice to the other Party. The Parties' representatives are as follows:

- a. For CONTRACTOR: Eileen Tobin, Director, Contracts Admin.  
Address: 3120 Fairview Park Dr.,  
Suite 300  
Falls Church, VA 22042  
Phone: (571) 379-2667  
Email: [Eileen.Tobin@viapath.com](mailto:Eileen.Tobin@viapath.com)
  
- b. For COUNTY: Lisa Small, Contract Coordinator  
7122 W. Okanogan Place, Bldg. B  
Kennewick, WA 99336  
Phone: (509) 735-6555 Ext. 3880  
Email: [Lisa.Small@co.benton.wa.us](mailto:Lisa.Small@co.benton.wa.us)

**8. COMPENSATION**

CONTRACTOR will pay COUNTY the commission amounts set forth in Exhibit A, attached hereto (collectively the "Commissions"), in consideration of the COUNTY granting CONTRACTOR exclusive rights for the installation and operation of Equipment servicing the Service Locations.

**9. AMENDMENTS AND CHANGES IN WORK**

- a. In the event of any errors or omissions by the CONTRACTOR in the performance of any work required under this Contract, the CONTRACTOR shall make any and all necessary corrections without additional compensation within a timeframe mutually agreed upon between the Parties. All work submitted by the CONTRACTOR shall be certified by the CONTRACTOR and checked for errors and omissions. The CONTRACTOR shall be responsible for the accuracy of the work, even if the work is accepted by the COUNTY.
- b. No amendment or modification shall be made to this Contract, unless set forth in a written Contract Amendment signed by both parties. Work under a Contract Amendment shall not proceed until the Contract Amendment is duly executed by the COUNTY.

**10. HOLD HARMLESS AND INDEMNIFICATION**

- a. The CONTRACTOR shall hold harmless, indemnify and defend the COUNTY, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, which are caused in whole or in part by any act or omission, negligent or otherwise, of CONTRACTOR or its subcontractors, including but not limited to compliance with federal, state, or local regulations regarding call rates and commissions, which arise in connection with the work performed under this Contract, or are caused or occasioned in whole or in part by reason of the presence of the CONTRACTOR or its subcontractors or their property upon or in the proximity of the property of the County. PROVIDED, that the CONTRACTOR'S obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the COUNTY, its officers, officials, employees or agents.
- b. In any and all claims against the COUNTY, its officers, officials, employees and agents by any employee of the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits

payable by or for the CONTRACTOR or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. **By executing this Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder. CONTRACTOR'S obligations under this Section 10 shall survive termination and expiration of this Contract.**

- c. The CONTRACTOR'S obligations hereunder shall include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the CONTRACTOR, the CONTRACTOR'S employees, agents or subcontractors.

**11. INSURANCE**

- a. **Workers Compensation:** CONTRACTOR shall comply with all State of Washington workers compensation statutes and regulations. Prior to the start of work under this Contract, workers compensation coverage shall be provided for all employees of CONTRACTOR and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Contract. CONTRACTOR shall submit a copy of its certificate of coverage from the Department of Labor and Industries prior to commencement of work. Except as prohibited by law, CONTRACTOR waives all rights of subrogation against the COUNTY for recovery of damages to the extent they are covered by workers compensation and employers liability.

If CONTRACTOR, subcontractor, or sub-subcontractor fails to comply with all State of Washington workers compensation statutes and regulations and COUNTY incurs fines or is required by law to provide benefits to or obtain coverage for such employees, CONTRACTOR shall indemnify the COUNTY. Indemnity shall include all fines, payment of benefits to CONTRACTOR or subcontractor employees, or their heirs or legal representatives, and the cost of effecting coverage on

behalf of such employees. Any amount owed to COUNTY by CONTRACTOR pursuant to the indemnity agreement may be deducted from any payments owed by COUNTY to CONTRACTOR for performance of this Contract.

- b. **Commercial General Liability and Employers Liability Insurance:** Prior to the start of work under this Contract, CONTRACTOR shall maintain commercial general liability coverage (policy form CG0001 or equivalent) to protect the CONTRACTOR from claims for wrongful death, bodily injury, personal injury and property damage, which may arise from actions or inactions under this Contract by CONTRACTOR or by anyone directly employed by or contracting with CONTRACTOR. The minimum commercial general liability insurance limits shall be as follows:

\$2,000,000 General Aggregate  
\$2,000,000 Products/Completed Operations Aggregate  
\$1,000,000 Personal Injury and Advertising Injury  
\$1,000,000 Each Occurrence

The commercial general liability policy will contain an endorsement naming the COUNTY, as an Additional Insured and an endorsement that specifically states that CONTRACTOR'S commercial general liability policy shall be primary, and not contributory, with any other insurance maintained by the COUNTY.

The CONTRACTOR will provide commercial general liability coverage that does not exclude any activity to be performed in fulfillment of this Contract and does not exclude liability pursuant to the indemnification requirement under Section 10. CONTRACTOR'S commercial general liability policy shall provide cross liability coverage, indicating essentially that except with respect to the limits of insurance and any rights or duties specifically assigned in this coverage part to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claims are made or suit is brought.

CONTRACTOR shall also provide Stop Gap Employer's Liability Insurance coverage with minimum limits as follows:

\$1,000,000 Each Accident  
\$1,000,000 Policy Limit for Disease  
\$1,000,000 Each Employee for Disease

- c. **Automobile Liability:** The CONTRACTOR shall maintain, during the life of this Contract, Automobile Liability Insurance (ISO Form Number CA0001 or equivalent) covering any auto (Symbol 1), or if the Contractor has no owned autos, hired (Symbol 8) and non-owned autos (Symbol 9), in the amount of not less than one million dollars (\$1,000,000) per accident for Bodily Injury and Property Damage to protect CONTRACTOR from claims which may arise from the performance of this Contract, whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.
- d. **Other Insurance Provisions:**
1. The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTY, its elected and appointed officers, officials, employees and agents. CONTRACTOR'S liability insurance policies must be endorsed to show this primary coverage. Any insurance, self-insured retention, deductible or risk retention maintained or participated in by the COUNTY shall be excess and not contributory to CONTRACTOR'S insurance policies.
  2. The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
  3. The CONTRACTOR shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.
  4. The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification. **If the CONTRACTOR maintains higher limits than the minimums required in this contract, the COUNTY shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.**
  5. The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. All liability insurance required under this Contract shall be written on an Occurrence Policy form.

6. CONTRACTOR hereby agrees to waive subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit CONTRACTOR to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the CONTRACTOR enter into such a waiver of subrogation on a pre-loss basis.
7. Compensation and/or payments due to CONTRACTOR under this Contract are expressly conditioned upon CONTRACTOR'S strict compliance with all insurance requirements. Payment to CONTRACTOR may be suspended in the event of non-compliance. Upon receipt of evidence of CONTRACTOR'S compliance, such payments not otherwise subject to withholding or set-off will be released to CONTRACTOR.

e. **Verification of Coverage and Acceptability of Insurers:**

All insurance required under this Contract shall be issued by companies authorized to do business under the laws of the State of Washington and have a A. M. Best's rating of at least A-VII or better in the most recently published edition of Best's Reports. Any exception to this requirement must be reviewed and approved in writing by the Benton County Risk Manager. If an insurer is not admitted to do business within Washington State, all insurance policies and procedures for issuing the insurance policy must comply with Chapter 48.15 RCW and 284-15 WAC.

1. All insurance to be maintained by the CONTRACTOR, other than, Auto Liability and Workmen's Compensation, shall specifically include the COUNTY, its elected officials, employees and volunteers as an "Additional Insured" by way of endorsement and shall not be reduced or canceled without thirty (30) days written prior notice to the COUNTY. Any insurance or self-insurance maintained by the COUNTY, its elected and appointed officials, employees and agents shall be excess of the CONTRACTOR'S insurance and shall not contribute to it.
2. Certificates of Liability Insurance, with endorsements attached, are to be provided to the County's Contract

Representative referenced in Section 7.

3. All written notices under this Section 11 and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTY'S Contract Representative referenced in Section 7.
4. The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton County Risk Manager at the following address: Benton County Risk Manager, 7122 W. Okanogan Place, Suite E330, Kennewick, WA 99336. CONTRACTOR is allowed to redact confidential information.

**12. TERMINATION**

- a. Either Party may terminate this Contract in whole or in part whenever a Party determines, in its sole discretion, that such termination is in the best interests of the Party. Either Party may terminate this Contract upon giving one hundred twenty days (120) days written notice by certified mail to the other Party. In the event COUNTY terminates for convenience; the COUNTY shall pay the CONTRACTOR for all cost incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with the Compensation Section of this Contract.
- b. In the event that funding for this project is withdrawn, reduced or limited in any way after the effective date of this Contract, the COUNTY may summarily terminate this Contract notwithstanding any other termination provision in this Contract. Termination under this paragraph shall be effective upon the date specified in the written notice of termination sent by COUNTY to the CONTRACTOR. After the effective date, no charges incurred under this Contract shall be allowed.
- c. If the CONTRACTOR breaches any of its obligations hereunder and fails to cure the breach within thirty (30) days of written notice to do so by the COUNTY, the COUNTY may immediately terminate this Contract by so notifying the CONTRACTOR, in which case the COUNTY shall pay the CONTRACTOR only for the costs of services accepted by the COUNTY, in accordance with the Compensation Section of this Contract.

**13. DELEGATION AND SUBCONTRACTING**

- a. The CONTRACTOR shall perform the terms of this Contract using only its bona fide employees or agents, and the obligations and duties of the CONTRACTOR under this Contract shall not be subcontracted to any other person or firm without the prior express written consent of the COUNTY.
- b. The CONTRACTOR warrants that it has not paid nor has it agreed to pay any company, person, partnership, or firm, other than a bona fide employee working exclusively for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

**14. NON-WAIVER OF RIGHTS**

The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Contract does not constitute a waiver of such provision(s) or future performance, or prejudice the right of the waiving party to enforce any of the provisions of this Contract at a later time. All waivers of any provision(s) of this Contract shall be in writing and in the absence of such, no action or inaction shall be construed to be such a waiver.

**15. INDEPENDENT CONTRACTOR**

- a. The CONTRACTOR'S services shall be furnished by the CONTRACTOR as an independent contractor and not as an agent, employee or servant 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 Contract.
- b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section 8 and Exhibit A of this Contract, and neither the CONTRACTOR nor its employees are entitled to any COUNTY benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to COUNTY employees.
- c. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the CONTRACTOR shall be or deem to be or act or purport to act as an employee, agent, or representative of the COUNTY.

- d. CONTRACTOR shall pay for all taxes, fees, licenses, or payments required by federal, state or local law which are now or may be enacted during the term of this Contract.
- e. The CONTRACTOR agrees to immediately remove any of its employees or agents from their assignment to perform services under this Contract upon receipt of a written request to do so from the COUNTY'S contract representative or designee.

**16. COMPLIANCE WITH LAWS**

The CONTRACTOR shall comply with all applicable federal, state and local laws, rules and regulations in performing this Contract.

**17. INSPECTION OF BOOKS AND RECORDS**

The COUNTY may, at reasonable times, inspect the books and records of the CONTRACTOR relating to the performance of this Contract. The CONTRACTOR shall keep, and make available to the COUNTY upon request, all records relating to the performance of this Contract for six (6) years after Contract termination or expiration.

**18. NONDISCRIMINATION**

The CONTRACTOR, its assignees, delegates, or subcontractors shall not discriminate against any person in the performance of any of its obligations hereunder on the basis of age, sex, marital status, sexual orientation, race, creed, religion, color, national origin, honorably discharged veteran or military status, disability, or any other protected status.

**19. PATENT/COPYRIGHT INFRINGEMENT**

The CONTRACTOR shall hold harmless, indemnify and defend the COUNTY, its officers, officials, employees and agents, from and against any claimed action, cause or demand brought against the COUNTY, where such action is based on the claim that information supplied by the CONTRACTOR or subcontractor infringes any patent or copyright. The CONTRACTOR shall be notified promptly in writing by the COUNTY of any notice of such claim.

**20. DISPUTES**

Disputes between the CONTRACTOR and the COUNTY, arising under and by virtue of this Contract, shall be brought to the attention of the COUNTY at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Any

dispute relating to the quality or acceptability of performance and/or compensation due the CONTRACTOR shall be decided by the COUNTY'S Contract Representative or designee. All rulings, orders, instructions and decisions of the COUNTY'S Contract Representative shall be final and conclusive, subject to CONTRACTOR'S right to seek judicial relief.

**21. CONFIDENTIALITY**

From the date this Contract is signed by both Parties, until three (3) years after the expiration or earlier termination of the Contract, the Parties shall keep confidential the terms of this Contract. Each Party shall maintain the confidentiality of all information provided by the other Party or acquired by the other Party in performance of this Contract, except upon the prior written consent of the other Party or an order entered by a court of competent jurisdiction. Each Party shall, before any disclosure, promptly give the Party subject to the disclosure, prior written notice of any judicial proceeding seeking disclosure of such information which shall allow the other Party the opportunity to oppose the disclosure.

**22. CHOICE OF LAW, JURISDICTION AND VENUE**

- a. This Contract has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.
- b. Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Benton County, Washington.

**23. SUCCESSORS AND ASSIGNS**

The COUNTY, to the extent permitted by law, and the CONTRACTOR each bind themselves, their successors, executors, administrators, and assigns to the other party to this Contract and to the partners, successors, administrators, and assigns of such other party in respect to all covenants to this Contract. This Contract shall inure to the benefit of and be binding upon the Parties and their respective permitted successors and assigns, including but not limited, to any new administration or head of COUNTY. Neither Party shall assign any right and/or obligation under this Agreement without the other Party's prior written consent, which shall not

be unreasonably withheld or delayed; provided, however, CONTRACTOR shall have the right to assign some or all its rights and/or obligations under this Contract at any time to any entity that controls, is controlled by or is under common control with Company (each an "Affiliate") without the consent of the COUNTY; provided, further, CONTRACTOR shall remain liable for any failure of any Affiliate to perform any assigned obligations. For the avoidance of doubt, a merger involving (i) CONTRACTOR or (ii) a sale of CONTRACTOR or substantially all of CONTRACTOR's assets shall not constitute an assignment requiring consent of COUNTY for purposes of this Agreement.

**24. SEVERABILITY**

- a. If a court of competent jurisdiction holds any part, term or provision of this Contract to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if this Contract did not contain the particular provision held to be invalid.
- b. If it should appear that any provision of this Contract is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

**25. ENTIRE AGREEMENT**

The Parties agree that this Contract is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Contract are specifically excluded.

**26. NOTICES**

Any notices shall be effective if personally served upon the other Party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in the Contract Representatives Section of this Contract. Notice may also be given by facsimile with the original to follow by regular mail. Notice shall be deemed to be given three days following the date of mailing or immediately, if personally served. For service by facsimile, service shall be effective at the beginning of the next working day.

**27. SURVIVABILITY**

All Contract terms, which by their context are clearly intended to survive the termination and/or expiration of this Contract, shall so survive. These terms include, but are not limited to, indemnification provisions (Sections 10 and 20); inspection and keeping of records and books (Section 17); litigation hold notice (Section 33); Public Records Act (Section 34) and confidentiality (Section 22).

**28. WARRANTY**

Except as otherwise expressly stated in the contract, the services supplied under this contract are provided "as is" without warranty of any kind. To the maximum extent permitted by applicable law, contractor and its licensors and suppliers, and their respective affiliates disclaim all warranties, express or implied, including, without limitation, any implied warranties of merchantability, fitness for a particular purpose, non-infringement of third-party intellectual property rights, lack of viruses, and any warranty regarding the security or reliability of equipment or services. Contractor does not warrant that services shall be uninterrupted, error free, or that all errors may be corrected. To the maximum extent permitted by applicable law, in no event shall contractor or its suppliers or licensors, or their respective affiliates be liable for any consequential, incidental, indirect, special, or punitive damages whatsoever, including without limitation damages for loss of revenue or profits, or for business interruption relating to or arising out of the services, even if contractor has been advised of the possibility of such damages. Furthermore, and to the maximum extent permitted by applicable law, contractor and its suppliers will not be responsible for any physical harm or other injury, or any damages, whether foreseen or unforeseen, arising out of the use of equipment, products, accessories or services supplied under this contract. County is solely responsible for keeping telephone and headset cords away from those who present a risk to themselves or others. The foregoing limitations, exclusions and disclaimers shall apply to the maximum extent permitted by applicable law, even if any remedy fails its essential purpose.

**29. LICENSE TO USE SOFTWARE**

With respect to the Equipment provided under this Contract, CONTRACTOR hereby grants to COUNTY a nontransferable, nonexclusive license to install, store, load, execute, operate, utilize and display (collectively, "Use") the CONTRACTOR'S software,

documentation and other intellectual property (collectively the "IP"), in performance of this Contract including, where applicable to the purposes hereunder, such Use on computers owned by COUNTY. Such license is specific to the COUNTY and Service Location(s) for which the CONTRACTOR Services are provided and may not be transferred other than through an authorized assignment of this Contract. Upon the termination hereof, this license and all rights of COUNTY to Use the IP will expire and terminate. COUNTY will not copy, adapt, transform, decompile, reverse engineer, disassemble or in any way modify any of the IP or otherwise determine or attempt to determine source code from executable code of any elements of the IP.

### **30. THIRD PARTY SOFTWARE**

Third-party software licenses may be contained in certain software included with equipment and may therefore require a click-through acceptance by any users. Such software licenses are incorporated herein by reference and can be made available upon request.

### **31. TAXES**

Except as expressly provided for herein, each Party shall bear responsibility for its own taxes and such other costs and expenses arising in connection with the performance of their respective obligations hereunder.

### **32. LITIGATION HOLD NOTICE**

In the event the COUNTY learns of circumstances leading to an increased likelihood of litigation regarding any matter where the records kept by CONTRACTOR pursuant to Section 17 of this Contract may be of evidentiary value, the COUNTY may issue written notice to CONTRACTOR of such circumstances and direct the CONTRACTOR to "hold" such records. In the event that CONTRACTOR receives such written notice, CONTRACTOR shall abide by all directions therein whether or not such written notice is received at a time when a Contract between CONTRACTOR and the COUNTY is in force. Such directions will include, but will not be limited to, instructions to suspend the six (6) year purge schedule as set out above in Section 17.

### **33. PUBLIC RECORDS ACT**

CONTRACTOR hereby acknowledges that the COUNTY is a governmental entity and as such is subject to the requirements of the Public Records Act, RCW 42.56 *et seq.* Accordingly, CONTRACTOR understands

that to the extent a proper request is made, the COUNTY may be required by virtue of that Act to disclose any records related to this Contract actually in its possession or in CONTRACTOR'S possession. This may include records that CONTRACTOR might regard as confidential or proprietary. To the extent that CONTRACTOR provides any records to the COUNTY that it regards as confidential or proprietary, it agrees to conspicuously mark the records as such. CONTRACTOR also hereby waives any and all claims or causes of action for any injury it may suffer by virtue of COUNTY'S release of records covered under the Public Records Act. COUNTY agrees to take all reasonable steps to notify CONTRACTOR in a timely fashion of any request made under the Public Records Act which will require disclosure of any records marked by CONTRACTOR as confidential or proprietary, so that CONTRACTOR may seek a judicial order of protection if necessary.

#### **34. SECURITY BACKGROUND CHECK**

The CONTRACTOR, its employees, subcontractors, and their employees who will be working onsite will be required to complete in full the Security Background Check, which can be found at <https://bentoncountywa.jotform.com/211997385382974>. Successful completion of the background check, as determined by the COUNTY, is required prior to the first day of work or entry into the jail. The CONTRACTOR agrees to remove any of its employees, or subcontractor employees, prior to performance hereunder if in the sole discretion of the COUNTY said employees fail the Security Background Check. In addition, CONTRACTOR agrees to provide the COUNTY notice if during the performance of work hereunder any of its' employees, or subcontractors' employees, are charged with or convicted of any crime. Finally, if the CONTRACTOR, its employees, subcontractors, or their employees are working in the jail area and discover that a friend or family member is in the jail's custody they must immediately notify jail staff.

If fingerprints are required, CONTRACTOR, its employees, subcontractors, and their employees who will be working onsite must present themselves, their government issued identification and a check, exact cash, or money order for \$34.25 for livescan, or \$71.25 if required to ink roll the fingerprint, to the records staff at the Benton County Corrections Department. Fingerprints will be taken and submitted to Washington State Patrol for verification. A complete fingerprint based criminal history check and local criminal history will be completed by the Records Sergeant. Information regarding any felony or misdemeanor conviction history will be presented to the Chief of Corrections for a determination if the individual will be allowed UNESCORTED

access to the facility. Any felony convictions for a Contractor's employee will be presented to the Washington State Patrol WSP ACCESS section to determine if they will allow unescorted access to locations which have access to the network housing the ACCESS program; which is anything connecting to the COUNTY network and the majority of computers within the facilities.

It will be solely determined by the COUNTY if the CONTRACTOR, its employees, subcontractors, and their employees will be required to complete the CJIS online training. This is a web-based training accessible from any computer.

*~ This section was intentionally left blank ~*

**IN WITNESS WHEREOF**, the parties have caused this Contract to be signed by their duly constituted legal representatives and is effective upon signature of both parties.

Dated: \_\_\_\_\_

Dated: September 13, 2022

**BENTON COUNTY**

**GLOBAL TEL\*LINK CORPORATION  
d/b/a VIAPATH TECHNOLOGIES**

\_\_\_\_\_  
Shon Small, Chairman  
Benton County Commissioner

*Eileen Tobin* Eileen Tobin, Contracts Director

Approved as to Form:

*Ryan Lukson*  
Ryan J. Lukson, Civil DPA

## EXHIBIT A

### SCHEDULE OF SERVICES ENHANCED SERVICES – IP-ENABLED TABLETS AND INMATE TELEPHONE SERVICE (ITS)

#### I. GENERAL OVERVIEW

1. CONTRACTOR shall install and operate all inmate and visitation telephones and related equipment (“ITS”) at the Benton County Jail (“Jail”). CONTRACTOR shall, at no cost to COUNTY, provide all necessary wiring for the inmate and visitation telephones and install the inmate and visitation telephones and the related hardware and software/firmware specifically identified in Exhibit B, to enable inmates at the Jail to complete, without limitation, local, long distance and /or international collect, pre-paid, debit and free calls and standard visitation sessions.
2. Additionally, CONTRACTOR shall furnish, install and maintain a Video Visitation System (“VVS”) as specified in Exhibit B and at no cost to COUNTY. CONTRACTOR’S VVS shall be capable of automating all scheduling and remote video visits between inmates at the Jail and the general public, including professional visits such as attorneys. CONTRACTOR shall, at no cost to COUNTY, provide all necessary wiring for the VVS, install the inmate VVS, and the related hardware and software specifically identified herein or otherwise required, to enable the general public (including attorneys) to automatically schedule video visits with inmates at the Jail as well as to enable inmates at the Jail to complete video visits as approved by COUNTY.
3. CONTRACTOR will install and maintain services in a manner and at a time that does not interfere with the safe operation of the Jail. The installation, troubleshooting, maintenance and regular operation of the services, including but not limited to all customer service and financial transaction, will be the responsibility of CONTRACTOR.
4. Upon expiration or termination of this Contract the parties agree that CONTRACTOR will cooperate with any incoming service provider to ensure a smooth transition of service. This cooperation includes, but not limited to, providing data (e.g. ‘do not record’ phone numbers, inmate account information, recorded call data) from the existing inmate telephone system and at no cost to the COUNTY.

#### II. INMATE TELEPHONE SERVICE

##### A. ITS Performance Specifications

1. The ITS will use state of the art technology and web-based equipment with multilevel password security access. The architecture shall be expandable to allow future growth.
2. The ITS will process all inmate calls on an outgoing, station-to-station basis. No incoming calls shall be permitted.
3. All phones shall limit one call per connection.

4. All inmate calls shall be processed by an automated operator and shall not allow access to a live operator at any time.
5. After the dialing sequence, the inmate shall be put on hold. The inmate shall not be permitted to monitor call progress and shall NOT be allowed to communicate with the called party, until the call is positively accepted.
6. The ITS will be capable of informing the called party the amount that will be billed for the call prior to acceptance of the call.
7. The ITS will brand all inmate calls with a pre-recorded message announcing the collect call, name of the facility, and pre-recorded name of the inmate initiating the call. The ITS will have, at a minimum, multi-lingual capabilities for English and Spanish.
8. The ITS will deny access to 888, 877, 411, 555-1212, 900, 911, 950+1, 976 or 10-10xxx numbers plus all non-approved 800 numbers. The ITS allow the blocking of specific telephone numbers.
9. The ITS shall provide the ability to detect three-way calls and other fraudulent dialing patterns. COUNTY staff should be provided with the ability to flag and/or terminate the call.
10. The ITS will be capable of allowing free local calls to certain numbers such as Public Defender, Crime Stoppers, etc.
11. The ITS will include the ability to control call duration on the basis of time limits and time of day restrictions.
12. The ITS will have the ability to set a schedule with time limits and calling hours for phones, phone groups, and destination numbers.
13. The ITS will provide the capability to assign and use Personal Identification Number ("PIN") management. Integration with the facility's Jail Management System ("JMS") is required to automate the PIN assignment process.
14. Each PIN must have a personal allowed number ("PAN") list that indicates what phone numbers a particular inmate is authorized to call. The ITS has a self-learning feature that allows inmates to auto-register phone numbers on the PAN list.
15. The ITS will allow the creation of a class of service for groups of inmates to simplify the assignment of inmate calling privileges. Class of service should be customizable by number of calls allowed in a particular time period (days, weeks, months, etc.) during a defined time period, including free calls and other special free call types (such as attorney calls).
16. The ITS will provide an integrated capability to monitor, record, store, and retrieve inmate phone calls on a real time basis. Call recordings will be stored online for the entire contract period plus any extensions.
  - a. The call monitoring feature shall allow authorized users to add a listener to the call in real time by entering a telephone number into the interface where the call will be forwarded remotely.

- b. The ITS is preferred that the Recording feature allow authorized users to export recordings to CDs or DVDs; move selected files to different discs to perform multiple burns; and receive notification of any download errors with the option to retry burning of the files without re-entering the query.
  - c. The ITS will also provide the ability to share call recordings with specific users or forward recordings and data to specific email addresses.
17. The ITS will allow all attorneys to register for non-recorded or privileged status to ensure calls made to these phone numbers are never recorded. Facility will be responsible for approving all privileged numbers.
  18. The ITS will provide the ability to place alerts on individual inmates and called numbers that indicate the inmate or phone number is currently involved in a call. Types of alerts shall include, at a minimum, alerts to a land line, cell phone, pager, SMS text, and email.
  19. The ITS will provide accurate call detail and management reports (“CDRs”) for all calls placed from the inmate phones. Reports shall include at a minimum, origination number, destination number, type of call (local, Intralata, Interlata/Intrastate, or Interstate), number of minutes of call, reason for disconnect, and total call charges.
  20. The ITS will provide accurate summary revenue reports from any workstation. Reports will include all call types (collect, prepaid collect and debit/debit card) and must reflect the total revenue for each call type, subtotaled by tariff type (local, Intralata, Interlata, Interstate, and International).
  21. The ITS will be capable of producing detailed and summary reports which reveal inmate telephone activity, such as telephone numbers called by more than one inmate.
  22. Call Detail Records – Call records and recordings shall be stored online throughout the life of the contract.
  23. The ITS will allow authorized users to attach notes to CDRs that can be queried for investigative purposes.
  24. The ITS will provide an investigative analysis feature that allows authorized users to view and analyze call data to establish links between multiple inmates and called parties that also offers a graphical representation of such links.
  25. The ITS will offer unlimited secure, remote access capability from any PC or laptop with high speed internet connectivity. This remote access shall (at a minimum) enable authorized users to view call records, generate reports, monitor live conversations, and search/retrieve/play recorded calls.
  26. The ITS will interface with the COUNTY’S commissary and/or banking software to process real-time Debit calling time purchases. This interface must allow inmates to place Debit calls using funds in their inmate trust account, without the need to establish a separate Debit calling account. Sufficient funds to place a phone call must be verified and placed on hold before each call is connected, and then transferred from the trust account to the ITS in real time, immediately upon completion of each call, and in the exact amount of the call.

27. The ITS will provide initial voice biometric technology. This feature is an integrated part of the call processing system.
28. The ITS will provide reverse lookup technology for called numbers that is fully integrated with the ITS at no cost to the COUNTY. The reverse lookup feature should include the end-user's name and address associated with either cell phone and/or land-line telephone numbers.
29. The ITS will provide a key word search application that is fully integrated with the ITS. The ability to create a thesaurus and search multiple phrases is also supported.
30. The ITS will provide an automated voicemail messaging that provides incoming voicemail to inmates. All voicemail messages will be recorded and stored for investigative purposes within the ITS.

**B. ITS Equipment Specifications**

1. The term "Equipment" in this Service Schedule includes the items listed in Exhibit B and related equipment, including guard posts, concrete pads, mast poles, and site preparation. Guard posts, concrete pads, enclosures, pedestals, bumper pads, or other property of CONTRACTOR installed by CONTRACTOR shall remain in all respects that of CONTRACTOR. CONTRACTOR reserves the right to remove or relocate Equipment which is subjected to recurring vandalism or insufficient traffic and/or revenue to warrant the continuation of Service. CONTRACTOR shall not exercise such a right of removal or relocation unreasonably. CONTRACTOR shall notify COUNTY in writing of its intention to remove or relocate Equipment prior to such action. Upon removal of Equipment by the CONTRACTOR, CONTRACTOR shall restore said premises to its original condition, ordinary wear and tear excepted; however, CONTRACTOR shall not be liable for holes placed in walls, pillars, or floors or other conditions on the premises which resulted from the proper installation of Equipment. COUNTY shall not, and shall not allow any third party to, make alterations or attachments to the Equipment.
2. All telephone equipment provided shall be new and completely operational at cutover.
3. All equipment shall comply with Part 68 FCC Rules and meet or exceed all applicable codes and standards for installation and service.
4. All systems shall meet the Americans with Disabilities Act ("ADA") standards. CONTRACTOR will provide telephones with Telephone Devices for the Deaf ("TDD") capability, in the quantity designated in Exhibit B, at no charge. Each TDD call will be recorded by the ITS, converted to text, and attached to the call detail record\recording.
5. All inmate telephones shall be indestructible type telephones suitable for use in a jail, tamperproof, with steel encased housings and shockproof keypads. All handsets shall be of heavy-duty construction with no removable parts and shall be hearing aid compatible. The handset cord shall be armored with a stainless steel lanyard. All phone instruments shall be waterproof, fireproof and feature Dual-Tone Multi-Frequency (DTMF) dialing.
6. All telephone instruments shall be line powered and have Unlimited Power Supply ("UPS") back-up power. No separate power supply shall be required. The UPS back-up as other equipment, whether or not specifically mentioned, to complete a total ITS will be the responsibility of the CONTRACTOR and any and all costs will be borne by the CONTRACTOR and will not be deducted from Commissions.

**C. ITS Compensation**

1. CONTRACTOR shall pay COUNTY a Minimum Annual Guarantee (“MAG”) of \$300,000.00. Remuneration shall be Seventy-Five percent (75%) of the Gross Revenue billed or prepaid for all inmate telephone calls covered by this Contract. Gross Revenue shall mean all revenue generated by every completed inmate call that is accepted by an end user and billed via a local exchange carrier or prepaid to CONTRACTOR. Gross Revenue does not include: (i) taxes and tax-related surcharges; (ii) credits; (iii) account and other transaction fees; and (iv) any amount CONTRACTOR collects for, or pays to, third parties, including but not limited to payments in support of statutory or regulatory programs mandated by governmental or quasi-governmental authorities, such as the Federal Universal Service Fee, and any costs incurred by CONTRACTOR in connection with such programs. Commission payments shall be paid monthly. All commission payments shall be considered final and binding upon the COUNTY unless written objection is received by the CONTRACTOR within sixty (60) days of receipt of commission payment by the COUNTY.
2. Commission payments will be delivered to the address listed in this Section, which may be changed by COUNTY from time to time upon notice to CONTRACTOR in accordance with terms of the notice provision of this Agreement.

**Benton County Corrections Department  
7122 W Okanogan Pl., Suite B110  
Kennewick, WA 99336  
Attn: Jail Admin Clerk**

**D. ITS Rates and Charges for Inmate Telephone Service**

1. The per-minute-of-use call rate shall not exceed the maximum rates authorized by the state’s telecommunication regulatory authority (“PUC”) and the Federal Communications Commission (“FCC”).
  - a. Interstate ITS calls made using a collect format: \$0.21 per minute of use.
  - b. Interstate ITS calls, whether made using a debit, prepaid/AdvancePay™ format: \$0.21 per minute of use.
  - c. Local and Intrastate ITS calls, whether made using a collect, debit, prepaid/AdvancePay™ format: \$0.21 per minute of use.
  - d. International ITS calls, whether made using a debit, prepaid/AdvancePay™ format: Rates published on the CONTRACTOR website.
2. No per call, per connection, or flat-rate calling charges shall apply to international, interstate, and intrastate ITS per minute of use calls. The rates charged are exclusive of taxes, and other amounts collected by CONTRACTOR on behalf of, or paid to, third parties, including but not limited to payments in support of statutory or regulatory programs mandated by governmental or quasi-governmental authorities, such as the Federal Universal Service Fee, and any costs incurred by CONTRACTOR in connection with such programs.

**E. Transaction Fees for Inmate Telephone Services.**

1. CONTRACTOR may charge certain Transaction Fees in accordance with the following amounts:

Fee for automated payments (includes payments by interactive voice response, web, or kiosk)	\$3.00 per use
Fee for payment using live operator	\$5.95 per use
Paper bill/statement fee	\$2.00 per use

Fee for use of third-party money transmitter (e.g., MoneyGram, Western Union, credit card processing, transfers from third-party commissary accounts)	The exact fee from the third-party provider passed through directly to customer with no markup
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**F. Single-Call and Related Billing Arrangements for Inmate Telephone Services.**

1. CONTRACTOR may permit consumers to purchase ITS on a collect call basis through third-party billing arrangements that allow consumers to pay for a single ITS call using such methods as their debit or credit card, billing the cost of a single ITS call to their mobile phone account, or another arrangement. When a consumer chooses to pay for a single ITS call using such a method, the charge shall be the cost of the call, any applicable transaction fee and other charges allowed by law.

**G. ITS Additional Terms**

**1. Monitoring and Recording.**

- a. COUNTY agrees that CONTRACTOR has no responsibility to advise COUNTY with respect to any law, regulation, or guideline that may govern or control any telephone recording or monitoring by COUNTY, or compliance therewith. COUNTY has its own legal counsel to advise it concerning any and all such law, regulation, or guideline, and compliance therewith, and makes its own determination on when and how to use the telephone monitoring and recording capabilities supplied through this Agreement. CONTRACTOR disclaims any responsibility to provide, and in fact has not provided, COUNTY any legal advice concerning such applicable law, regulation, or guideline, or compliance therewith. COUNTY acknowledges that all call detail records (“DRs”) and call recordings contained in the inmate telephone system equipment CONTRACTOR provides to COUNTY under this Agreement are the exclusive property of the COUNTY for the term of this Agreement and any resulting extensions of this Agreement, to include one year post expiration or termination of the Agreement; provided, however, that CONTRACTOR shall have the right to use the DRs and recordings to respond to legal requests, to provide the Services under this Agreement, and for other lawful business purposes.

**2. Exclusivity and Right of First Refusal.**

- a. COUNTY will not allow any products or services that compete with those supplied by CONTRACTOR during the term of the Agreement to be, or to remain, installed at the COUNTY Jail including present and future COUNTY locations. CONTRACTOR will have the exclusive right to provide the products and services implemented at the COUNTY Jail through the Agreement, and those other inmate communication, educational or entertainment products or services sought by COUNTY during the term of the Agreement, whether the products or services are for inmates located at the COUNTY Jail ; provided, however, that CONTRACTOR may choose to not exercise this exclusive right.

**III. INMATE TABLET SERVICES**

**A. Inmate Tablet Program & Specifications**

1. **Definitions:** IP-Enabled Tablets (“Tablets”) means a tablet device capable of allowing access to Enhanced Services. “Enhanced Services” means enhanced communications, information services, educational, and entertainment products.
2. **CONTRACTOR Provided Equipment, Services and Cabling.** CONTRACTOR will supply equipment, hardware, circuits, and cabling to deploy Enhanced Services at the Locations

at no cost to COUNTY. CONTRACTOR will retain all right, title, and interest in and to all equipment (including any associated hardware and software), and services supplied. Cabling will become the property of the COUNTY upon the expiration of the Agreement. Upon termination of Enhanced Services at any Location(s), COUNTY will collect and deliver to CONTRACTOR all Tablets and related equipment assigned to the Location(s) and provide CONTRACTOR a reasonable opportunity to collect all associated equipment and hardware (except cabling).

3. **Support and Maintenance.** CONTRACTOR will provide all support and maintenance services for Enhanced Services, including the Tablets, subject to the limitations described herein. At no cost to the COUNTY, CONTRACTOR will provide up to 25% of deployed tablets per year to cover normal wear and tear as determined by the CONTRACTOR. If additional tablets are requested or required to maintain a contractual inmate-to-tablet ratio, the additional tablets will be provided at a rate of up to \$249.99 per tablet, which includes shipping, processing, maintenance and the software license for the use of the tablets. CONTRACTOR will invoice COUNTY for the total number of additional tablets that have been shipped. CONTRACTOR will retain ownership of the tablets and all licensed software. CONTRACTOR will respond promptly to all support requests; provided, however, that reports or requests involving the security features of the Tablets will have priority. COUNTY acknowledges that the resolution of certain hardware and software events will be subject to supply chain lead times, and that Tablets may not be available while being repaired or maintained. The COUNTY will permit CONTRACTOR authorized personnel access to the equipment, information, data, data communication services, and communication lines required for the installation, operation, and/or maintenance of Enhanced Services, at such times and for such purposes as reasonably necessary or appropriate to permit CONTRACTOR to perform its obligations herein, and if required, COUNTY shall provide security escorts for CONTRACTOR personnel.
4. **Tablets.**
  - a. CONTRACTOR will provide **200 Tablets** at COUNTY's facility. CONTRACTOR may adjust the number of Tablets up or down at any time. CONTRACTOR shall have the discretion to select the brand, type, and other specifications of the Tablets, including the specific services and applications available on the Tablets, and may replace, upgrade, or substitute the Tablets at any time during the Term. Tablets shall at all times remain the sole and exclusive property of CONTRACTOR. Each inmate provided with access to a Tablet must agree to accompanying terms and conditions to be granted use of the Tablet. CONTRACTOR will install Tablet charging enclosures (individually "Station" and collectively "Stations") at locations agreed upon by the Parties. CONTRACTOR will install access points to enable access within each Location, as reasonably permitted by layout and other characteristics of the Location.
  - b. The Tablet devices are either tamper-proof and become inactivate when tampered with and/or removed from designated secure areas.
  - c. The Mobile charge carts are equipped for secure storage/charging of tablet devices.
  - d. The Tablet provider will provide secure connectivity and wireless options while providing no access to public facing internet.
  - e. The Tablets are equipped with data tracking for module completion.
  - f. The Tablets are equipped with data tracking for investigatory and security measures.
  - g. Tablet provider must be able to provide the COUNTY with regular detailed reports on usage.
5. **Voice Communications:** The Tablets integrate with ITS in order to provide phone calling services/voice communication.

**6. Basic Education**

- a. CONTRACTOR will also provide basic education package which is aligned with most state standards, GED, HiSET, and TASC, and access to the law library.
- b. CONTRACTOR must provide access to educational suite to users post release.

**7. Law Library:** CONTRACTOR agrees to provide access to a law library.

**8. Deployment Locations.**

- a. **Deployment Locations.** Enhanced Services will be deployed at the locations listed in the table below (individually "Location" and collectively "Locations"). CONTRACTOR reserves the right to terminate Enhanced Services at any Location and all Locations if equipment is subjected to recurring vandalism or there is insufficient revenue to warrant the continuation of Enhanced Services at such Location(s), including the failure by CONTRACTOR to recover the Expenditure (as defined below) for Enhanced Services within twelve (12) months following the deployment of Enhanced Services at the Locations.

Location	Location Description
7122 W. Okanogan Pl., Suite B110 Kennewick, WA 99336	Benton County Jail

- 9. **Inmate Accounts.** All Tablet usage may be purchased with money from an Inmate Account, which is funded by inmates or their families or friends (individually "Inmate Account" and collectively "Inmate Accounts"). Inmates fund the Inmate Account by transferring monies from their trust account. Inmate friends and Family fund an inmate's Inmate Account by deposits made through CONTRACTOR consumer channels. Transaction fees may apply as stated in Section II. E above. Funds in an Inmate Account may only be returned to an inmate upon termination of Enhanced Services at all Locations or upon an inmate's release. Inmate friends and family deposits are final.

- 10. **CONTRACTOR Obligations.** CONTRACTOR will provide one headset to each inmate who has access to a Tablet and will supply replacement silicon earbuds for purchase by the inmate through COUNTY's commissary service. CONTRACTOR shall have the discretion to select the brand, type, and other specifications of the Tablets, including the specific services and applications available on the Tablets, and may replace, upgrade, or substitute any or all of the Tablets at any time. CONTRACTOR may also change the number of Tablets deployed.

CONTRACTOR shall be responsible for complete installation of equipment outlined in Exhibit B, to include but not limited to, an isolated internet service. All cost of internet services shall be borne by and be the responsibility of the CONTRACTOR. CONTRACTOR shall coordinate all onsite infrastructure services with COUNTY IT Department. Notification shall made at least 72 hours in advance prior to arrival when practicable.

- 11. **COUNTY Obligations.** A COUNTY must allow: (i) installation and use of a multiple channel wireless network within the 2.4GHz through 5 GHz bands at all Locations; (ii) use of wired headphones and lithium batteries for the Tablets; and (iii) installation of Tablet charging enclosures; and (iv) access to no less than 80% of its inmate to paid Content subject to the payment by the inmate of Content usage fees listed herein. In addition, COUNTY must: (1) distribute the Tablets to inmates according to its established protocol and

procedures and shall use best efforts to ensure that the Tablets are used for their intended purposes; (2) allow and facilitate the sale of Headsets, silicon earbuds and other Tablet accessories through its commissary without mark up; (3) facilitate the collection, testing, and re-distribution of accessories, including headsets, and silicon earbuds (4) allow the creation of Inmate Accounts for use with CONTRACTOR's products; (5) allow inmate family and friends to make deposits into Inmate Accounts ; (6) facilitate the integration of Inmate Accounts and commissary accounts for the real-time exchange of funds, at no charge to CONTRACTOR by either COUNTY, or its third-party vendors, if any; (7) facilitate the recycling and reuse of Tablets; (8) provide CONTRACTOR with secure space to store Tablets and other CONTRACTOR equipment associated with Enhanced Services; (9) provide at its expense all necessary power and power source; (10) designate a single point of contact authorized to act on behalf of the COUNTY on all matters involving Enhanced Services, including reporting to CONTRACTOR any damage or malfunction with equipment; (11) distribute one (1) headset to each inmate who is provided with access to a Tablet the first time; Premise Provider will not allow anyone to, tamper with or otherwise modify the Tablets or associated software or connect the Tablets or associated software to any hardware or software that is not provided by CONTRACTOR for use with Enhanced Services.

**12. Enhanced Services and Accessories Rates.** CONTRACTOR may apply the following charges on Enhanced Services and the use of the Tablets; provided, however, CONTRACTOR may in its discretion change any pricing. Taxes, and regulatory and other mandated fees may also apply.

- a. Voice Communication will be charged at the same per-minute rate as ITS under this Contract.
- b. Paid Inmate Content Access:
  1. Standard Profile: \$0.05 per minute
  2. Free Profile: \$0.00 per minute
- c. Video Visitation Services:
  1. \$0.25 per minute Remote Visit Price
- d. Replacement Headphones or Earbuds: \$4.00
- e. Messaging From Inmate Family and Friends (charged to inmate family and friends):
  1. \$0.25 per written message
  2. \$0.60 per photo attachment (in addition to charge for any written message, if provided)

**13. Tablet Commissions.**

- a. Commission on revenue from voice communications completed using the Tablets will be paid in accordance with the terms of the Contract governing Inmate Telephone Services in Section II.
- b. CONTRACTOR will pay monthly a sum equal to Twenty-Five percent (25%) of gross revenue (less all applicable taxes, government imposed fees or charges, and billing or security fees) received from the per minute rate charged to inmates for access to the Tablet, excluding video visitation ("Content Revenue")
- c. CONTRACTOR will also pay COUNTY monthly a sum equal to Twenty Five percent (25%) of the gross revenue received from billable video visitation services sessions.

- d. Tablet Commission payments will be completed monthly, and all Tablet Commission payments will be final and binding upon the COUNTY unless written objection is received by the CONTRACTOR within sixty (60) days of receipt of commission payment by the COUNTY.

#### **14. Additional Terms**

- a. **Monitoring and Recording.** COUNTY acknowledges that the Enhanced Services provide COUNTY with the ability to monitor and/or record use of the Tablets, including the ability to monitor and record communication made through the Tablets, and monitor content streamed on the Tablets. COUNTY further acknowledges and agrees that CONTRACTOR has no responsibility to advise COUNTY with respect to any law, regulation, or guideline that may govern or control the recordation or monitoring by COUNTY of the use of the Tablets, or compliance therewith. COUNTY has its own legal counsel to advise it concerning any and all such law, regulation, or guideline, and compliance therewith, and makes its own determination on when and how to use the monitoring and recording capabilities supplied through the Agreement. CONTRACTOR disclaims any responsibility to provide, and in fact has not provided, COUNTY any legal advice concerning such applicable law, regulation, or guideline, or compliance therewith.
- b. **Exclusivity and Right of First Refusal.** COUNTY will not allow any products or services that compete with those supplied by CONTRACTOR during the term of the Agreement to be, or to remain, installed at the COUNTY Jail, including present and future COUNTY locations. CONTRACTOR will have the exclusive right to provide the products and services implemented at the COUNTY Jail through the Tablets, and otherwise through the Agreement, and those other inmate communication, educational or entertainment products or services sought by COUNTY during the term of the Agreement, including any products or services that may be delivered through a Tablet, whether the products or services are for inmates located at the COUNTY Jail ; provided, however, that CONTRACTOR may choose to not exercise this exclusive right.
- c. **Limitation of Liability.** COMPANY AND ITS AFFILIATES AND SUPPLIERS WILL IN NO WAY BE RESPONSIBLE, OR LIABLE FOR, AND COMPANY IN NO WAY, GUARANTEES THE SAFETY, EFFICACY OR USE OF, THE TABLETS, HEADPHONE CORDS, OR OTHER ACCESSORIES, OR THE USE OF ANY DEVICE OR ACCESSORY IN ANY RELATED ACTIVITIES BY ANY TABLET SERVICE USERS, INMATES OR PREMISES PROVIDER PERSONNEL. FURTHERMORE, COMPANY AND ITS SUPPLIER ARE IN NO WAY RESPONSIBLE FOR ANY PHYSICAL HARM OR OTHER INJURY, FORESEEN OR UNFORESEEN, IN THE USE OF THE TABLETS, HEADPHONES, OR RELATED ACCESSORIES. PREMISES PROVIDER IS SOLELY RESPONSIBLE FOR KEEPING CORDS AWAY FROM THOSE WHO PRESENT RISK TO THEMSELVES OR OTHERS.

EXCEPT AS OTHERWISE EXPRESSLY STATED IN THE AGREEMENT, ENHANCED SERVICES AND EACH OF ITS COMPONENTS, INCLUDING THE TABLETS, ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COMPANY AND ITS LICENSORS AND SUPPLIERS, AND THEIR RESPECTIVE AFFILIATES DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS, AND LACK OF VIRUSES, AND ANY WARRANTIES REGARDING THE SECURITY, RELIABILITY OF ENHANCED SERVICES.

COMPANY DOES NOT WARRANT THAT ENHANCED SERVICES WILL MEET YOUR REQUIREMENTS, BE ERROR-FREE OR THAT ALL ERRORS MAY BE CORRECTED. COMPANY DOES NOT WARRANT THAT USE OF ENHANCED SERVICES WILL BE CONTINUOUS OR UNINTERRUPTED AND COMPANY WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY INTERRUPTION OF TRANSMISSION IN CONNECTION WITH ENHANCED SERVICES.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL COMPANY OR ITS SUPPLIERS OR LICENSORS, OR THEIR RESPECTIVE AFFILIATES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF REVENUE OR PROFITS, OR FOR BUSINESS INTERRUPTION RELATING TO OR ARISING OUT OF ENHANCED SERVICES, INCLUDING THE TABLETS, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

**15. VVS Performance Specifications**

1. The scheduling module will allow friends, family, and attorneys to register for and schedule visits online or an offsite computer with internet access.
2. To reduce the burden of data entry on staff, the VVS will utilize an Open Standards architecture to enable integration with other jail systems, including the JMS.
3. The JMS interface will be used to automatically update the inmate information in the VVS, including their name, location within the facility, and their current visitation privilege status.
4. The visitor must be presented with, and accept, Jail visitation rules as a required component of the registration process and the scheduling process for each visit.
5. The VVS will allow authorized COUNTY staff to deny or suspend previously approved visitors. The VVS will require the staff to enter notes as to the reason for the denial or suspension of visits.
6. The COUNTY staff will have the option of approving visitors who have registered prior to allowing them to schedule a visit.
7. The registration system will allow for professional visitors to request unrecorded visits subject to review and approval by the COUNTY.
8. The scheduling system will allow visitors to schedule a visit only on the dates and times available based on the visitation rules and availability of the inmate.
9. Authorized COUNTY users will have the ability to view all scheduled visitations at any time and have the ability to cancel a visit before it occurs.
10. The VVS will automatically cancel a visit if the inmate is released or moved to a location where visitation is not possible.

11. If a scheduled visitation is canceled, the VVS will automatically email the visitor with the reason for cancelation and an opportunity to reschedule, if possible.
12. The public will be able to register and schedule visits on the web from any internet-connected device, such as smart phone, tablet, laptop, and desktop computers.
13. The VVS has reports available for all visitor accounts, the visitation schedule, visitations that were terminated prior to the scheduled completion, visitation records, and visitation statistics.

**EXHIBIT B  
INMATE TELEPHONE SERVICE (ITS) &  
ENHANCED SERVICES – IP-ENABLED TABLETS**

**EQUIPMENT & FEATURES**

The following items are the equipment and features that CONTRACTOR will provide for the Inmate Telephone Service (ITS) and Enhanced Services IP-Enabled Tablets. CONTRACTOR reserves the right to change the amount of equipment and type of equipment based on availability of specific brands and installation requirements.

**1. Inmate Telephone Service**

**a. Equipment and Features**

<b>Telephones &amp; Platform</b>	
<b>Inmate Phones</b>	<b>Platform</b>
<b>8</b>	<b>ICMv</b>

<b>ViaPath Base Features</b>
365 Day On-Line Recording Storage
Password Protected Web based User Interface
Live Monitoring
Call Detail Reporting Tools
CD Burning Tools
Number Management
Blocked Access to Toll-Free Numbers
PREA Support
24X7 Technical Support
Collect, Prepaid, and Optional Debt Calling
Hot Alert
Audit Tools
TDD/TTY Capability
Call Prompts in English and Spanish

<b>ViaPath Enhanced Features</b>
Unlimited BNA – Reverse Number Lookup
Voice IQ - Voice Biometrics – Initial Voice Biometrics
Call IQ Basic - Keyword Search/Word Recognition
Call IQ Advanced – Intelligent Word Recognition & Transcription
Called Party IQ
Phone IQ – Phone Type Identification
ViaPath Data IQ Advanced Investigative Data Analysis for ViaPath Data
1 x VRS Unit
2 x Adtran 924e IP Gateways
9 x Triplite UPS with Power Management Module
1 x Equipment Rack
Unlimited ICMv User License

Interface to the JMS
Interface to KCN
Investigative Suite

**2. Enhanced Services – IP-Enabled Tablets**

**a. Equipment and Features**

<b>Inmate Tablet Program</b>
200 x Ruggedized Inmate Tablets
7 x Mobile Charge Cart
25 x Wireless Access Points
4 x Kiosks
1 x Tablet cart in Medical
63 x NFC stations
4 x Rack, KVM & Ancillary Hardware
1 x GTL AntZ Tablet Server
8 x IDF network switches (edgemax)
1 x Firewall w/rack mount kit (fortigate)
1 x MDF root switch (fortiswitch)
1 x Content Server
600 x Earbuds (initial number, replacements are purchased through Commissary)

# COMMISSIONERS' AGENDA ACTION SHEET

<b>Meeting Date:</b>	September 27, 2022	
<b>Subject:</b>	Grant Award Modification for the FY19 STOP School Violence Prevention and Mental Health Training Program for the Benton County Sheriff's Office	
<b>Presenter:</b>		
<b>Prepared By:</b>	Lisa Small	
<b>Reviewed By:</b>	BCSO; Procurement	
<b>PA Review, Approval to Form:</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <i>(If no, include reasoning for no approval)</i>	
<b>Type of Agenda Item:</b>	<b>Type of Action Needed:</b> <i>(Multiple boxes can be checked, if necessary)</i>	
<input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Public Hearing <input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Discussion Only <input type="checkbox"/> Decision / Direction <input type="checkbox"/> Sign Letter / Document	<input type="checkbox"/> Pass Motion <input checked="" type="checkbox"/> Pass Resolution <input type="checkbox"/> Pass Ordinance <input type="checkbox"/> Execute Contract

## Summary / Background Information

Per Resolution 2019-752 the Board of Benton County Commissioners accepted grant award no. 2019-YS-BX-0109 from the U.S. Department of Justice Office of Justice Programs for the FY19 STOP School Violence Prevention and Mental Health Training Program in the amount of \$250,000 to provide the necessary training, equipment, and personnel in order to properly develop a reliable and peer reviewed school safety plan based on 3D modelling technologies, for a term to expire on September 30, 2022.

Due to the COVID Pandemic and other unforeseen circumstances, the Sheriff's Office requested a twelve-month grant extension to bring the project period end date to September 30, 2023 to allow sufficient time to accomplish the department goals with the identified school districts within the Benton County Sheriff's Office jurisdiction.

## Fiscal Impact

Remaining grant balance is \$72,000 of the \$250,000.

## Recommendation

Approve the attached Resolution acknowledging the approval of the grant extension for the FY19 STOP School Violence Prevention and Mental Health Training Program to bring the project period end date to September 30, 2023.

## Suggested Motion

Approve as part of the Consent Agenda.

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

**IN THE MATTER OF GRANT AWARD MODIFICATION FOR THE FY19 STOP SCHOOL VIOLENCE PREVENTION AND MENTAL HEALTH TRAINING PROGRAM FOR THE BENTON COUNTY SHERIFF'S OFFICE**

**WHEREAS**, per Resolution 2019-752 the Board of Benton County Commissioners accepted grant award no. 2019-YS-BX-0109 from the U.S. Department of Justice Office of Justice Programs for the FY19 STOP School Violence Prevention and Mental Health Training Program in the amount of \$250,000 to provide the necessary training, equipment, and personnel in order to properly develop a reliable and peer reviewed school safety plan based on 3D modelling technologies, for a term to expire on September 30, 2022; and

**WHEREAS**, the Benton County Sheriff's Office applied for an extension to said grant to allow sufficient time to accomplish the department goals with the identified school districts within the Benton County Sheriff's Office jurisdiction; and

**WHEREAS**, due to the COVID Pandemic and other unforeseen circumstances, the Sheriff's Office requested a twelve-month grant extension to bring the project period end date to September 30, 2023; and

**WHEREAS**, the Benton County Sheriff's Office received notification on September 2, 2022 the request for a grant award modification, GAM-563488, for award number 2019-YS-BX-0109 under the solicitation BJA FY 19 STOP School Violence Prevention and Mental Health Training Program was approved; **NOW, THEREFORE**

**BE IT RESOLVED**, the Board of Benton County Commissioners, Benton County, Washington hereby acknowledges the approval of the grant extension for the FY19 STOP School Violence Prevention and Mental Health Training Program to bring the project period end date to September 30, 2023.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Chairman of the Board

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Constituting the Board of Commissioners  
of Benton County, Washington.

Attest.....  
Clerk of the Board

# BENTON COUNTY SHERIFF'S OFFICE

7122 W. OKANOGAN PLACE, # A120  
KENNEWICK, WA 99336

(509) 735-6555

[www.co.benton.wa.us](http://www.co.benton.wa.us)



**SHERIFF TOM CROSKREY**

COMMITTED TO OUR COMMUNITY

**TO: Office of Justice Programs**

**FROM: Commander L. Cantu**

**DATE: 08-05-2022**

**SUBJECT: Stop Grant Extension – Benton County Sheriff's Office 2019-YS-BX-0109**

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The following Stop Grant Extension request is being made to allow sufficient time to accomplish the department goals with the identified school districts within Benton County Sheriff's Office jurisdiction. The grant number for the No Cost Extension (NCE) is for, "STOP Grant - Benton County Sheriff's Office 2019-YS-BX-0109.

The current project period end date is **September 30, 2022**. Due to the COVID Pandemic and other unforeseen circumstances surrounding the Finley School District, Sheriff's Office staff has not been able to fully accomplish department's grant objectives for all schools within this district. The identified period end date will not allow sufficient time to complete the grant activities planned for Finley School District, as well as for planned follow up training for all districts, Finley, Kiona-Benton, and Prosser School Districts within our jurisdiction. Therefore, the Sheriff's Office is requesting a twelve-month grant extension to bring the project period end date to **September 30, 2023**.

The Benton County Sheriff's Office plans on completing school safety assessments, power point presentations, armed intruder training, and lockdown drills at all mentioned school districts. These trainings have already been conducted at Kiona-Benton and Prosser School Districts. The training has not been fully completed at the Finley School District. The Sheriff's Office plans to complete the necessary training at all schools within the Finley School District, as well as conducting follow up training at all school districts within the requested grant extension time to assess training retention within the next twelve months.

**TEAMWORK • INTEGRITY • COMMITMENT**

# BENTON COUNTY SHERIFF'S OFFICE

7122 W. OKANOGAN PLACE, # A120  
KENNEWICK, WA 99336

(509) 735-6555

[www.co.benton.wa.us](http://www.co.benton.wa.us)



**SHERIFF TOM CROSKREY**

COMMITTED TO OUR COMMUNITY

Recently, the Sheriff's Office received approval to purchase a training simulator using the STOP grant funding. The goal is to utilize this simulator to not only improve deputy performance, but to improve buy in from school officials by showing them the copious amounts of preparation it takes to properly prepare for violence in a school setting. This simulator will allow all parties involved the ability to be more prepared when violence occurs in a school setting and how to prevent it. This simulator has been proven to improve marksmanship, de-escalation techniques and most importantly decision making under stress. With the ending of the grant rapidly approaching, it seems only necessary to request an extension to ensure we can administer trainings using the simulator and fulfill our original goals of improving school awareness and response.

The current training activities planned for the Finley School District are listed below and the remaining grant balance is \$72,000.00. The balance however does not reflect two major invoice purchases for equipment and supplies necessary to facilitate the training. The Sheriff's Office has a training outline that depicts the remaining training at Finley Middle School, as well as Finley Elementary Schools.

This will conclude the training objectives of the Benton County Sheriff's Office, pursuant to Stop School Violence Grant. The impact if the No Cost Extension is not granted would be detrimental to school safety of all three school districts and the community as whole. In addition, it would be a failure of all efforts put forth for this project.

Respectfully,

A handwritten signature in blue ink, appearing to read 'Tom Croskrey'.

Sheriff Tom Croskrey

TEAMWORK • INTEGRITY • COMMITMENT

**Lisa Small**

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**From:** Katie Gillies  
**Sent:** Friday, September 2, 2022 9:11  
**To:** Lisa Small  
**Cc:** Lee Cantu; Jon Law  
**Subject:** FW: [EXTERNAL] Grant Award Modification for an award from DOJ is Approved

Lisa,

Our grant extension was granted. Is there anything we need to do as far as going in front of the board of commissioners?



**KATIE GIL**  
Benton County  
7122 W. Okano  
Kennewick. Wa

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**From:** Default <do-not-reply@ojp.usdoj.gov>  
**Sent:** Friday, September 2, 2022 6:11  
**To:** Katie Gillies <Katie.Gillies@co.benton.wa.us>; Lesley.Walker@usdoj.gov  
**Subject:** [EXTERNAL] Grant Award Modification for an award from DOJ is Approved

**EXTERNAL EMAIL WARNING!!!:** This email originated from outside of Benton County. **DO NOT** click links or open attachments unless you recognize the sender and know the content is safe.



The request for a grant award modification, GAM-563488, for award number 2019-YS-BX-0109 under the solicitation *BJA FY 19 STOP School Violence Prevention and Mental Health Training Program* is approved. Please log into DOJ's JustGrants system at [JustGrants](https://www.justgrants.gov).

- Home
- Entity Profile
- Entity Users
- Entity Documents
- Applications
- Awards
- Monitoring
- Federal Forms

**Funded Award**

(2019-YS-BX-0109) PENDING ACTIVE  
 Entity Legal Name: (BENTON, COUNTY OF) Doing Business As: (BENTON COUNTY SHERIFF'S OFFICE)

Actions

Solicitation Title:	BJA FY 19 STOP School Violence Prevention and Mental Health		Solicitation Category:	
Project Title:	The Benton County Sheriff's Office School Violence and Threat Reduction Program.	Federal Award Amount:	\$250,000.00	
Project Period:	10/1/19 - 9/30/23	Program Office:	BJA	
Managing Office:	OJP	UEI:	HG29NCPLDG56	
DOJ Grant Manager:	Lesley Walker	TIN:	916001296	
Grant Award Administrator:	Katie Gillies			
FAW Case ID:	FAW-20888			

▼ In Progress GAMs

FAW-20888

GAM ID	Status	Type of Award Change	Award Change Subtype	Originated by	Last Modified Date
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No cases

▼ Completed GAMs

FAW-20888

GAM ID	Status	Type of Award Change	Award Change Subtype	Originated by	Last Modified Date
GAM-45622	Resolved-Completed	Financial	Budget Modification	DataMigrationAdmin	4/27/21 8:54 PM
GAM-45622	Resolved-Completed	Financial	Budget Modification	DataMigrationAdmin	4/27/21 8:54 PM
GAM-195008	Resolved-Completed	Financial	Budget Modification	katie.gillies@co.benton.wa.us	4/30/21 2:59 PM
GAM-557297	Resolved-Completed	Financial	Budget Modification	katie.gillies@co.benton.wa.us	5/5/22 11:17 AM
GAM-563488	Resolved-Completed	Project Period Extension		katie.gillies@co.benton.wa.us	9/2/22 9:11 AM