

SOUTHSIDE REGIONAL JAIL AUTHORITY

Agenda

June 9, 2020 at 5:30 p.m.

**Southside Regional Jail Conference Room
244 Uriah Branch Way, Emporia, VA 23847**

- I. Call to Order:**
- II. Approval of Agenda:**
- III. Citizens Comments:**
- IV. Approval of Minutes:** February 11, 2020 SRJA Board
- V. Approval of Warrants:**
- VI. Old Business:**
 1. Honeywell Project Update -
 2. Fire Alarm Update -
 3. 50/50 split and Cost Recovery Update -
- VII. New Business:**
 1. Superintendent's Report
 - a. Staffing Update
 - 1) Promotion Capt. C. Harper / Chief of Security
 - b. COVID 19 Update
 2. GTL Telephone Amendment -
 3. Approval of FY-21 Budget
 4. Approval of Personnel Manual
 5. Approval of Policy and Procedure Manual
 6. JV #6
 7. Drawing -
- VIII. Closed Session:**

As permitted by Virginia Code Section 2.2-3711 (a) (1) a personnel matter involving: Demotion, discipline or resignation of a specific employee.
- VIV. Adjournment**

SOUTHSIDE REGIONAL JAIL AUTHORITY

Minutes of February 11, 2020

5:30 p.m.

Southside Regional Jail Conference Room

244 Uriah Branch Way, Emporia, Virginia 23847

SRJA Board Members Present: Mr. F. Woodrow Harris, Chairman, Presiding
Mrs. Brenda Astrop
Mr. James Brown
Mr. Steve Coleman
Sheriff W.T. Jarratt, Vice Chairman
Mr. William E. Johnson, III
Mrs. Brenda N. Parson
Chief Ricky Pinksaw, Secretary
Sheriff Keith Prince

SRJA Members Absent: **None.**

Attorney: Jeff Gore, by Conference Call

Special Guest: Mr. Thomas Royer, Honeywell
Mr. Jonathan Tumi, Honeywell

Call to Order: Mr. Harris, Chairman, called the meeting to order at 5:30 p.m. and welcomed Ms. Astrop and Mr. Brown, newly appointed members to the Board.

I. Approval of the Agenda: Colonel Shiflett asked to move the election up on the agenda to immediately following the approval of the agenda. Mrs. Parson moved to approve the agenda as amended and Sheriff Prince seconded the motion. All members responded by saying, "Aye", and the motion carried.

1. Election of Officers – Mr. Johnson nominated Mr. Harris as Chairman, and Sheriff Jarratt as Vice Chairman, Sheriff Prince seconded the motion and requested the nominations be closed. . All members responded by saying, "Aye", and the motion carried.

2. Citizens comments: None noted

- a) Employee of the 4th Quarter is Sgt. Marquitta Simmons.
 - b) Officer Jasmine Jones has been promoted to Corporal. (Informational items only).
- 2.. Page County Update– Colonel Shiflett told the Board that as of today, we currently have 23 Page County inmates. He said that number is constantly moving upward, and Captain Williams at Page County assured the Colonel today that they are happy with the arrangement and plan to bring 6 more on Friday.
 3. Colonel Shiflett told the Board that he has signed a contract Rockbridge Regional Jail to hold inmates for \$38 per day, the same as Page. County. (Informational items only).
 4. Southampton County – Colonel Shiflett told the Board that he had reached out to Southampton County after Lt. Col. had informed him that Sussex and Southampton had a little falling out. Southampton has taken all their females out of Sussex and needed a place to house them. He told the Board that we now have three of their females at the same per diem rate as Page County, \$38 per day. Col. Shiflett said he was told that they would continue to place the inmates at other facilities as courtesy holds when possible, but he felt we would pick up a few of them considering what is going on between Southampton and Sussex.
 3. Meeting with the US Marshall Service – January 8, 2020– Colonel Shiflett told the Board that he was informed by the US Marshall’s that each jail must complete an application to be approved for holding Federal inmates. He said he had tried to start the process, but the website where you start the process was currently down. He will be checking every couple days to see when the site is back up so he can complete the application process. (An informational item only).
 4. FY-19 Financial Audit – Colonel Shiflett told the Board that a copy of SRJA’s Jail Cost Report was in their packet for review. He told the Board that the audit shows an increase in cash and cash equivalents of \$690,843.00.

Mrs. Parson moved to approve the FY-19 Financial Audit and Sheriff Prince seconded the motion. All members responded by saying, “Aye”, and he motion carried.

5. Fire Alarm System – Colonel Shiflertt told the Board that the fire alarm system has failed and to have it repaired we must upgrade the system. He

IV. Adjournment:

With no other business coming before the Board, Mr. Harris adjourned the meeting at 6:15 p.m

Ricky Pinksaw, Secretary

Minutes to be approved at the next regularly scheduled meeting of the Southside Regional Jail Authority, to be held June 9, 2020.

F. Woodrow Harris, Chairman

AMENDMENT #5 TO THE INMATE TELEPHONE SERVICE AGREEMENT

This Amendment #5 (“Amendment”), takes effect as of the date signed by all the parties listed in this preamble (“Effective Date”), amends and revises that certain Inmate Telephone Service Agreement, dated May 20, 2009, as amended from time to time (the “Agreement”), by and between DSI-ITI, Inc. with an address of 3120 Fairview Park Drive, Suite 300, Falls Church, VA 22042 (“Company”), and Southside Regional Jail, with an address of 244 Uriah Branch Way, Emporia, VA 23847 (“Premises Provider”) (Company and Premises Provider collectively, the “Parties” and each a “Party”). All capitalized terms not defined herein shall have the definitions set forth in the Agreement.

WHEREAS, Company and Premise Provider previously entered into that certain Agreement and the parties would like to amend the Agreement as provided for herein.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations set forth below, and for other good and valuable consideration the sufficiency of which is acknowledged by the parties, the parties hereby amend the Agreement as follows:

1. The Parties agree to modify the rates as follows:
 - a. Interstate ITS calls made using a collect format: \$0.25 per minute of use.
 - b. Interstate ITS calls, whether made using a debit, prepaid/AdvancePay™ format: \$0.21 per minute of use.
 - c. Intrastate ITS calls, whether made using a collect, debit, prepaid/AdvancePay™ format: \$0.35 per minute of use.
2. The Company has agreed to provide the Premise Provider with Tablets for inmate use, as more fully described in Exhibit A attached hereto, which contains the product specific terms and conditions for the Tablet product and services. These Tablets shall replace those provided by the Company in Amendment 3 to this Agreement and be installed within 90 days of the project kick off meeting with between the Company and Premises Provider.
3. The Parties agree to provide a fixed commission payment, paid monthly, based on the chart below:

Minimum ADP	Percentage of ADP	ITS Fixed Annual Commission
150 Inmates	100%	\$75,000.00
140 Inmates	90%	\$67,500.00
130 Inmates	80%	\$60,000.00
120 Inmates	70%	\$52,500.00
110 Inmates	60%	\$45,000.00
100 Inmates	50%	\$37,500.00
90 Inmates	40%	\$30,000.00
80 Inmates	30%	\$22,500.00
70 Inmates	20%	\$15,000.00
60 Inmates	10%	\$7,500.00
50 Inmates	0%	\$0.00

4. Except as set forth above, there is no other revision to the Agreement or the obligations of either party, and the Agreement remains in full force and effect. In the event of any inconsistencies between the terms and conditions contained in the Agreement and the terms and conditions contained in this Amendment, the terms and conditions contained of this Amendment will control.

1. **Applicability.** This Service Schedule applies only to the enhanced services referenced. Where “Company” is used in this Service Schedule, it will mean GTL Enhanced Services, LLC.

2. **Definitions.** Capitalized terms used and not otherwise defined will have the meaning set forth in the Agreement.

“Agreement” means the contract to which this Service Schedule is attached.

“Enhanced Services” means enhanced communications, information services, educational, entertainment products, and mail scanning services.

“IP-Enabled Tablets” (or “Tablets”) means a tablet device capable of allowing access to Enhanced Services.

3. **Deployment Locations.** Enhanced Services will be deployed at the locations listed in the table below (individually “Location” and collectively “Locations”). Company 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 Company 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
Southside Regional Jail	244 Uriah Branch Way, Emporia, VA 23847

Company will provide a sufficient number of tablets to ensure there is an adequate supply to service inmate usage needs. Decisions to modify the number of tablets will not take place until after 90 days of usage, which allows GTL to run usage reporting to assure adequate usage.

4. **Company Provided Equipment, Services and Cabling.** Company will supply equipment, hardware, circuits, and cabling to deploy Enhanced Services at the Locations at no cost to Premises Provider. Company 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 Premises Provider upon the expiration of the Agreement. Upon termination of Enhanced Services at any Location(s), Premises Provider will collect and deliver to Company all Tablets and related equipment assigned to the Location(s) and provide Company a reasonable opportunity to collect all associated equipment and hardware (except cabling).

5. **Support and Maintenance.** Company will provide all support and maintenance services for Enhanced Services, including the Tablets, subject to the limitations described herein. Company will respond promptly to all support requests; provided, however, that reports or requests involving the security features of the Tablets will have priority. Premises Provider 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 Premises Provider will permit Company 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 Company to perform its obligations herein, and if required, Premise Provider shall provide security escorts for Company personnel.

6. **Tablets.** The exact amount, type and location(s) of the Tablets at Premise Provider’s Facility shall be as per the mutual agreement of the parties. Company may adjust the number of Tablets up or down at any time. Company 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 Company. Each inmate provided with access to a Tablet must agree to accompanying terms and conditions to be granted use of the Tablet. Company will install Tablet charging enclosures (individually “Station” and collectively “Stations”) at locations agreed upon by the Parties. Company will install access points to enable access within each Location, as reasonably permitted by layout and other characteristics of the Location.

a. **Enhanced Services.** Company will provide the following Enhanced Services via the Tablets:

i. **Inmate Content Access.** Company will make available access to certain content through the Tablets, including music, games, electronic messaging, eBooks (“Content Access”). Content Access will be provided on a per minute basis. Content Access will be supplied on a rolling basis as soon as reasonably practicable following deployment of Enhanced Services. Company reserves the right to add, alter or discontinue any Content Access.

guideline, and compliance therewith, and makes its own determination on when and how to use the monitoring and recording capabilities supplied through the Agreement. Company disclaims any responsibility to provide, and in fact has not provided, Premises Provider any legal advice concerning such applicable law, regulation, or guideline, or compliance therewith. Premises Provider agrees to indemnify, defend, and hold Company and its affiliates harmless from any liability, claims, suits, proceedings, damages, costs, and expenses (including attorney's fees) relating to any claims made against Company arising out of failure of Premises Provider (or the Company at the direction of the Premises Provider) to comply with such law, regulation or guideline.

- b. **Exclusivity and Right of First Refusal.** Premises Provider will not allow any products or services that compete with those supplied by Company during the term of the Agreement to be, or to remain, installed at any Premises Provider facilities, including present and future Premises Provider locations. Company will have the exclusive right to provide the products and services implemented at Premises Provider facilities through the Tablets, and otherwise through the Agreement, and those other inmate communication, educational or entertainment products or services sought by Premises Provider 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 a Premises Provider facilities or at third-party facilities; provided, however, that Company may choose to not exercise this exclusive right. Company will also have the exclusive right to provide Premises Provider the products and services delivered under the Agreement for the period after its termination if Company matches the material financial and services conditions of a bona fide offer of any third party to provide these products and services, or any portion thereof, that Premises Provider is prepared to accept. Premises Provider will provide Company with the terms of such third-party offer in writing and no less than ten (10) business days to exercise its rights herein. Upon exercise by Company, the Agreement will renew with the modified financial and services terms for the extended period contemplated by the third-party offer.

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.

SOUTHSIDE REGIONAL JAIL AUTHORITY

Fund # 1

VOUCHER

JV# 6

ACCOUNT	AMOUNT		AMOUNT
Void Check #29166 #28838	2,300.00 7.16	Void Check #29166 #28838	2,300.00 7.16
TOTAL	2,307.16	TOTAL	2,307.16
EXPLANATION			
Void checks never received/cashed by vendors.			
Kim Swenson	3/31/2020		
Prepared By	Date	Approved By	Date
_____ Posted By		_____ Date	