

A G E N D A

WALLA WALLA COUNTY BOARD OF COMMISSIONERS

MONDAY, JULY 31, 2017

9:30

COUNTY COMMISSIONERS

Chairman Duncan

All matters listed within the Consent Agenda have been distributed to each County Commissioner for review and are considered routine. The Consent Agenda will be approved by one motion of the Board of County Commissioners with no separate discussion. If separate discussion is desired on a certain item, that item may be removed from the Consent Agenda at the request of a Commissioner, for action later.

- a) Roll call and establish a quorum
- b) Declarations re: conflict of interest
- c) Pledge of Allegiance
- d) Public comment period (time limitations may be imposed)

PLEASE NOTE: *If you wish to address the Commission, please raise your hand to be recognized by the Chair. When you have been recognized, please step up to the microphone and give your name and address before your comments. The Walla Walla County Commissioners are committed to maintaining a meeting atmosphere of mutual respect and speakers are encouraged to honor this principle. (An individual may request to address the board at a later time on the agenda, if time permits, by contacting the Clerk of the Board at least 24 hours prior to the meeting.) Thank you.*

e) Action Agenda Items:

- 1) Review submitted Employee
Payroll Action Forms

f) Consent Agenda Items:

- 1) Resolution _____ - Minutes
of County Commissioners' proceedings
for July 24 and 25, 2017
- 2) Resolution _____ - Approval
of revised Walla Walla Fair and
Frontier Days Board of Directors
bylaws
- 3) Resolution _____ - Executing
a Relocation Expenses Agreement
with Meghan DeBolt
- 4) Resolution _____ - Approving
a Master Services Agreement by and
between Walla Walla County Jail and
Securus Technologies, Inc.
- 5) Resolution _____ - Appointment
of Jim Peterson to the Walla Walla Fair
and Frontier Days Board of Directors

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF
APPROVAL OF REVISED
WALLA WALLA FAIR AND
FRONTIER DAYS BOARD OF
DIRECTORS BYLAWS

RESOLUTION NO.

WHEREAS, the Walla Walla Fair and Frontier Days Board of Directors Bylaws were last revised in 2010 and approved August 17, 2010 by the Board of Directors and subsequently approved and adopted September 13, 2010 by the Board of County Commissioners; and

WHEREAS, subsequent to that last revision of said bylaws, a determination was made that same needed to be updated and revised, and a draft revision of the bylaws was submitted to the Board of Directors; and

WHEREAS, the revised bylaws as drafted were discussed at meetings of the Walla Walla Fair and Frontier Days Board of Directors and then adopted in final form at the July 18, 2017 meeting; and

WHEREAS, the Walla Walla County Board of Commissioners have reviewed the approved revised bylaws; now therefore

BE IT RESOLVED by this Board of Walla Walla County Commissioners that they shall approve and sign said Walla Walla Fair and Frontier Days Board of Directors Bylaws as revised.

Passed this 31st day of July, 2017 by Board members as follows: Present or Participating via other means, and by the following vote: Aye Nay Abstained Absent.

Attest:

Connie R. Vinti, Clerk of the Board

James L. Duncan, Chairman, District 3

James K. Johnson, Commissioner, District 1

Todd L. Kimball, Commissioner, District 2

*Constituting the Board of County Commissioners
of Walla Walla County, Washington*

**WALLA WALLA FAIR & FRONTIER DAYS BOARD OF DIRECTORS
BY-LAWS (revised 4-2017)**

Adopted July 18, 2017 (by fair board)

ARTICLE I

THE BY-LAWS OF THE WALLA WALLA COUNTY FAIRGROUNDS and the WALLA WALLA FAIR AND FRONTIER DAYS BOARD OF DIRECTORS are herein described:

These By-Laws set forth the structure by which the Walla Walla County Fairgrounds, via a Fairgrounds Manager appointed by and responsible to the Board of County Commissioners of Walla Walla County, Washington, and Walla Walla Fair Frontier Days Board of Directors (Board), aka "fair board", shall operate. The Fair Board operates as an appointed entity of the Board of County Commissioners (BOCC) of Walla Walla County, under the authority of the Revised Code of Washington (RCW 36.37.010.)

**ARTICLE II
PHILOSOPHY**

The Walla Walla Fair and Frontier Days Board is responsible for hosting an annual regional fair. Integral to its purpose, the Board will:

- ***Showcase and promote the region's agriculture, commerce, technology, and culture***
- ***Provide affordable, quality family entertainment and educational opportunities in a safe environment***
- ***Operate in a fiscally responsible, business-like manner.***

**ARTICLE III
PURPOSE**

The Board shall promote and advance the knowledge of the county fair and agricultural exhibits of livestock and agricultural produce of all kinds, including dairy products, as well as art and manufacturing, which is declared to be in the best interest of the public and is conducted in a way that meets the County's purpose as defined by RCW 36.37.010.

**ARTICLE IV
BOARD OF DIRECTORS**

The Walla Walla Fair and Frontier Days Board shall be comprised of nine members appointed at large by the BOCC. The three Walla Walla County Commissioners, the Fairgrounds Manager, and immediate past president shall act as ex-officio members.

ARTICLE V DIRECTOR TERMS

A Director's term shall commence immediately following the September Board meeting. A Director's term shall terminate immediately following the September Board meeting. The term will consist of three (3) years. A Director may serve for no more than three (3) consecutive terms for a total of nine (9) years, unless terminated by either party. A Director resigning mid-term or who is unwilling to be appointed to an additional term should notify the BOCC at his/her earliest convenience to facilitate continuity of the Board. In the event more than one-third (1/3) of the Directors will have served their full appointments, the Board may ask the BOCC to stagger the appointments or terms to ensure continuity on the Board.

ARTICLE VI VACANCIES

The BOCC will announce Board vacancies by May 1st, or as soon as possible thereafter in a year there is a vacancy on the Board, or immediately upon notification of the vacancy on the Board. Applications for appointment to the Board will be filed in the office of the BOCC. Completed applications will be furnished by the BOCC to the Board, who shall recommend no more than three (3) and no less than two (2) qualified applicants to the BOCC for consideration for appointment. Appointments shall be made no later than September and appointments will be made on the basis of merit and shall not be determined on the basis of race, creed, or gender. An appointment to fulfill an unexpired term shall be subject to the same criteria. Term of appointment shall be to fill an unexpired term if applicable, or to a full term.

ARTICLE VII DIRECTOR TERMINATION

Resignation and Removal:

A member may resign by giving written notice to the BOCC; otherwise, members serve at the pleasure of the BOCC. Members may be removed by the BOCC or upon recommendation of a simple majority of members of the Fair Board for non-compliance with Walla Walla Fair Board Bylaws, Walla Walla County Personnel Policies and Operations Manual, state statute, or other applicable governing policies, to include but not limited to the Walla Walla Fair and Frontier Days Board of Directors Code of Ethics / Code of Conduct Policy. Any member who misses two consecutive meetings or three meetings in one calendar year without a reasonable excuse or not meeting board responsibilities may be subject to removal.

In the event a removal action is contemplated, the process will be as provided in RCW 42.30.110.

ARTICLE VIII DUTIES AND RESPONSIBILITIES

Under the authority and general supervision of the BOCC, the Board shall work in unison with the Fairgrounds Manager and shall perform duties outlined in the Director's responsibilities document.

The Board shall comply with the By-Laws, County policies and procedures, local, state and federal laws.

The following shall be the duties of the Walla Walla County Fair Board, under the direction of the Fairgrounds Manager:

- To organize, promote, oversee, and financially account for the Walla Walla County fair, held in conjunction with and part of the annual Walla Walla Fair and Frontier Days event.
- To submit a recommended operations budget annually, pursuant to state statute. The BOCC will review the budget for adoption or modification.
- To review and approve revenue and expenditures budgeted annually.
- To continually assess the structure and components of the Fair to ensure that the Fair is pertinent to the community.

ARTICLE IX OFFICERS

The officers of the Board shall be Immediate Past President, President, Vice-President, Secretary and Treasurer. The Board shall select the officers from among Directors at the annual organizational meeting or the first meeting of the business year (October-September). The terms of office shall be one year and the President shall be limited to two (2) consecutive terms of office.

ARTICLE X DUTIES OF OFFICERS

Immediate Past President

The immediate Past President shall act in ex-officio capacity providing historical perspective, insight and support as needed to the incoming president.

President

The President shall serve as Chairperson of the Board and shall, in addition, be the executive officer of the Board; exercise general supervision over the affairs of the Board; be responsible for the enforcement of the duties and responsibilities and all directives; conduct meetings of the Board; act in an official capacity at community and designated functions; appoint, assign, and supervise committee chairs as outlined in the job responsibilities.

Vice-President

The Vice-President shall assume all of the duties of the President during the absence or disability of the President.

Secretary

The Secretary shall serve as the official custodian of all records of the Board, including the Board By-Laws and directives related to Board; shall maintain a record of all meetings of the Board and perform such duties as necessary relevant to the office of the Secretary of the Board. (RCW 42.32.030 requires that minutes of all regular and special meetings, except for executive sessions, be promptly recorded and be available for the public).

Treasurer

The Treasurer shall chair the Finance Committee and supervise the financial transactions and records of the Fair Board. The Treasurer should have a background in or be well versed in finance and budgeting.

ARTICLE XI BOARD MEETINGS

The Board meetings shall be scheduled by the Board at the annual organizational meeting or at the start of the business year (October-September) and a schedule will be provided to the Directors. Unless otherwise ordered by the Board, meetings shall be held monthly and subject to the Open Public Meetings Act of 1971 (RCW 42.30.010). Meetings shall be recorded, and the recordings retained in accordance with the ***Local Government Common Records Retention Schedule (CORE)*** to accommodate requests made pursuant to the Public Records Act (RCW 42.56). All points not specifically covered in these By-Laws shall be governed by the rules contained in Robert's Rules of Order, Newly Revised, in all cases to which they are applicable and which they are not inconsistent with these By-Laws.

ARTICLE XII ORGANIZATIONAL MEETING

An organizational meeting shall be held annually in October and following the appointments of any new members, for the purpose of electing Board officers, receiving committee assignments and job responsibilities, establishing meeting dates for the coming year and for the transaction of such other business as may properly come before the Board.

ARTICLE XIII SPECIAL MEETINGS

The President or five (5) total members of the Board may call a special meeting pursuant to RCW 42.30.080. A special meeting may be called at any time by the presiding officer of the governing body of a public agency or by a majority of the members of the governing body by delivering personally or by mail, fax, or electronic mail written notice to each member of the governing body and to each local newspaper of general circulation and to each local radio or television station which has on file with the governing body a written request to be notified of such special meeting or of all special meetings. Such notice must be delivered personally or by mail at least twenty-four hours before the time of such meeting as specified in the notice. The call and notice shall specify the time and place of the special meeting and the business to be transacted. Final disposition shall not be taken on any other matter at such meetings by the governing body. Such written notice may be dispensed with as to any member who at or prior to the time the meeting convenes files with the clerk or secretary of the governing body a written waiver of notice. Such waiver may be given by fax or electronic mail at least 24 hours before the meeting. Such written notice may also be dispensed with as to any member who is actually present at the meeting at the time it convenes. The notices provided in this section may be dispensed with in the event a special meeting is called to deal with an emergency involving injury or damage to persons or property or the likelihood of such injury or damage, when time requirements of such

notice would make notice impractical and increase the likelihood of such injury or damage. If a special meeting is called, the Board need not notify the general public other than the media as provided; however, it must notify each Board member.

ARTICLE XIV EXECUTIVE SESSIONS

An executive session shall be closed to the public. Prior to going into executive session, the President shall announce the purpose of the executive session, pursuant to RCW 42.30.110, and the approximate time when the executive session will be concluded. The executive session may be extended to a stated later time by the announcement of the President (RCW 42.30.110). The Secretary shall not make written or audio minutes of an executive session. The Board shall not (except in the proper course of duty), subsequent to an executive session, divulge to any person whomever or otherwise make use of any confidential information relative to the executive session. The Board or BOCC may remove or exclude a Director from an executive session on the grounds that the Director has a history of failing to maintain the confidential nature of discussions in executive session. The Board may recommend to the BOCC disciplinary action up to and including termination of a Director's appointment. Pursuant to state statute, any action decided upon in the executive session must be voted upon after returning to the open meeting.

ARTICLE XV COMMITTEES

Executive Committee

The Executive Committee shall consist of the Immediate Past President, President, Vice-President, Secretary, Treasurer, Manager and any other Director(s) the President may designate. This Executive Committee shall be empowered to carry on the business of the Board between regular meetings provided that actions are not in conflict with the By-Laws and adopted Board policies and that the Executive Committee be required to report back to the Board.

Finance Committee

The Finance Committee is a standing committee of the Board of Directors and shall be chaired by the Board Treasurer. The committee is responsible for reviewing and providing guidance to the Fairgrounds Manager for the organization's financial matters. Specifically, the committee assures internal controls, serves as independent auditors, and provides financial analysis information for the organization.

The Finance Committee reviews all financial statements and reports on financial activity to the full Board. To help the Board fulfill its oversight function, it is important for the Fairgrounds Manager and the Finance Committee to present the information in as clear and concise a manner as possible.

Facilities Planning Committee

The Facilities Planning Committee is a standing committee of the Board of Directors. The committee is responsible for reviewing and providing guidance to the Fairgrounds Manager for the organization's facilities. Specifically, the committee focuses on the improved performance, longevity of buildings,

capital improvement plans and infrastructure through more consistent, effective, and proper facility maintenance and operation.

The Facilities Planning Committee reviews projects for the Fairgrounds facilities and reviews all aspects of preventative maintenance and timelines.

ARTICLE XVI QUORUM

The Board shall not conduct official business unless a quorum is present. A quorum shall consist of a two-thirds (2/3) majority of the voting members of the Board. A majority vote at any meeting will prevail. Voting by proxy shall not be permitted.

ARTICLE XVII FINANCIAL AUTHORITY

A Director shall not incur any financial obligations or enter into contracts in the name of Walla Walla County, Walla Walla County Fairgrounds or the Walla Walla Fair & Frontier Days without prior approval of the Board and the Fairgrounds Manager. A contractual obligation in transaction of official business shall require two signatures; the Fairgrounds Manager and a Director. The BOCC or the Board may hold a Director financially liable for failure to adhere to this policy.

NON-BUDGETED SPENDING LIMITS

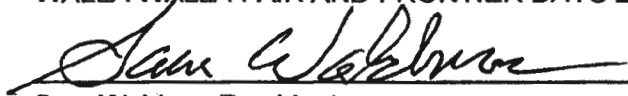
- **Non-budgeted items up to \$5,000 shall be approved by the Fairgrounds Manager.**
- **Non-budgeted spending between \$5,000 and \$10,000 shall be approved by the Fairgrounds Manager and full board.**
- **Non-budgeted spending above \$10,000 shall be approved by the BOCC, Fairgrounds Manager, and the full Board of Directors.**

ARTICLE XVIII COMPENSATION AND CONFLICT OF INTEREST

No member of the Fair Board shall receive any compensation as an employee of the Fair Board and no member of the Fair Board shall be interested in any contract or transaction with the Fair Board unless approved by the full Board and/or BOCC and must comply with state statute RCW 42.23.030 (6)(b). Any member of the Board who has a financial, personal, or official interest in, or conflict (or appearance of a conflict) with any matter pending before the Board, of such nature that it prevents or may prevent that member from acting on the matter in an impartial manner, will offer to the Board to voluntarily excuse him/herself and will vacate his/her seat and refrain from discussion and voting on said item.

Approved and recommended for adoption by the Walla Walla Fair and Frontier Days Board of Directors on July 18, 2017 (date)

WALLA WALLA FAIR AND FRONTIER DAYS BOARD OF DIRECTORS



Sam Waldron, President

Approved and adopted by the Board of County Commissioners of Walla Walla County, Washington.

James L. Duncan, Chair

James K. Johnson, Member

* Todd L. Kimball, Member

(date)

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF
EXECUTING A RELOCATION
EXPENSES AGREEMENT WITH
MEGHAN DEBOLT

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RESOLUTION NO.

WHEREAS, pursuant to Walla Walla County Resolution 16 169, the Board of County Commissioners executed an Employment Agreement Between Walla Walla County and Meghan DeBolt with a hire date of July 1, 2016; and

WHEREAS, said agreement provided that "The Parties shall execute a Relocation Expenses Agreement within one year of hire date PROVIDED THAT employee has relocated to a residence that is located a minimum of fifty miles or more from her residence as of the date of execution of this agreement"; and

WHEREAS, Mrs. DeBolt has met the above-referenced terms of said employment agreement, and has executed a Relocation Expenses Agreement; now therefore

BE IT HEREBY RESOLVED by this Board of Walla Walla County Commissioners that they shall approve and sign said Relocation Expenses Agreement.

"Passed this 31st day of July, 2017 by Board members as follows: Present or Participating via other means, and by the following vote: Aye Nay Abstained Absent."

Attest:

Connie R. Vinti, Clerk of the Board

James L. Duncan, Chairman, District 3

James K. Johnson, Commissioner, District 1

Todd Kimball, Commissioner, District 2

*Constituting the Board of County Commissioners
of Walla Walla County, Washington*

**WALLA WALLA COUNTY,
STATE OF WASHINGTON
RELOCATION EXPENSES AGREEMENT**

THIS CONTRACT, made this _____ day of _____, _____, by and between Walla Walla County, hereinafter called "County", and Meghan DeBolt, hereinafter called "Employee",
WITNESSETH:

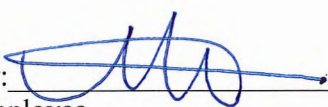
WHEREAS, The County desires to enter into a contract with Employee to provide payment or reimbursement of moving expenses as a direct result of accepting employment with Walla Walla County, Employee is a new full-time regular employee and is relocating her household as a direct result of accepting employment with Walla Walla County, and Employee would have to increase her commute from previous residence to new place of work by a minimum of fifty (50) miles or more.

THE COUNTY AND EMPLOYEE AGREE to comply with the following special terms and conditions:

1. The County shall pay to Employee the following authorized moving expenses:
 - a. The cost to drive an automobile via the most direct route based on the present mileage reimbursement rate between the Employee's present residence and Walla Walla, Washington.
 - b. A lodging reimbursement for every five hundred (500) miles driven based on the per diem in that location.
 - c. The cost of packing, unpacking, and moving household goods and personal items.
 - d. The total cost for relocation of the Employee shall not exceed Two Thousand Dollars (\$2,000).
2. Employee shall provide receipts for all authorized, qualifying relocation expenses by completing the county travel expense voucher prior to being reimbursed for any of the expenses covered by this agreement.
3. Employee must remain employed on a regular full-time basis with Walla Walla County for a minimum of one (1) year, commencing on the date employee begins work.
4. If Employee resigns or is terminated for cause prior to completing one (1) year of service, she will repay Walla Walla County the relocation reimbursement amount received.
5. Employee authorizes Walla Walla County to deduct the amount of relocation reimbursement from any wages or other amounts owed employee upon resignation or termination.
6. Repayment may be waived by the Board of County Commissioners if employment is terminated for reasons beyond the employee's control.
7. The County shall report relocation reimbursements as income to Employee as provided by law.

THIS AGREEMENT constitutes the entire understanding of the parties and supersedes any prior proposals or agreements.

IN WITNESS WHEREOF, the County and Employee have set their hands and seals the day and year above written.

By: 
Employee
7/24/17
Date of Signing

BOARD OF COUNTY COMMISSIONERS IN
AND FOR WALLA WALLA COUNTY

James L. Duncan, Chairman

James K. Johnson, Commissioner

Todd L. Kimball, Commissioner

Date of Signing

Attest:

Connie R. Vinti, Clerk of the Board

Approved as to Form Only:

Prosecuting Attorney

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF APPROVING
A MASTER SERVICES
AGREEMENT BY AND
BETWEEN WALLA WALLA
COUNTY JAIL AND SECURUS
TECHNOLOGIES, INC.

RESOLUTION NO.

WHEREAS, RCW Chapter 39.34 authorizes local governmental units to enter into agreements; and

WHEREAS, the current agreement between Walla Walla County and Securus Technologies, Inc. to provide inmate telecommunication services has expired, and a Master Services Agreement for the Walla Walla County Jail (Corrections) has been offered to the county for such a telecommunications system and maintenance services; and

WHEREAS, Jail Commander Mike West has provided a Memo to the BOCC (Board of County Commissioners) dated July 21, 2017, which is by this reference made a part hereof, regarding the agreement, upgraded services, installation, and costs/funding; and

WHEREAS, Jail Commander Mike West and Corrections Department Director Mike Bates have reviewed the agreement and requested and recommended approval of same; and

WHEREAS, the County Prosecuting Attorney and County Human Resources/Risk Manager have reviewed said agreement; now therefore

BE IT RESOLVED by this Board of Walla Walla County Commissioners that they do hereby approve said Master Services Agreement for the Walla Walla County Jail, and that the Chair of the Board shall sign same.

Passed this 31st day of July, 2017 by Board members as follows: Present or Participating via other means, and by the following vote: Aye Nay Abstained Absent.

Attest:

Connie R. Vinti, Clerk of the Board

James L. Duncan, Chairman, District 3

James K. Johnson, Commissioner, District 1

Todd L. Kimball, Commissioner, District 2

*Constituting the Board of County Commissioners
of Walla Walla County, Washington*



MEMO

Date: July 21, 2017

To: BOCC

From: Mike West, Jail Commander

Topic – Approval of contract between Walla Walla County Corrections and Securus Technologies for the upgrade of our existing inmate phone service to allow for both phone and video visitation and other associated technology improvements

Summary

Securus Technologies is the current provider of inmate telephone services for Walla Walla County Corrections in both adult and juvenile facilities. At the present time, the contract between the Walla Walla County Jail and Securus Technologies is expired and it is our intent to renew the contract. The contract renewal will be for a term of seven years and will upgrade the existing phone terminals to video phones with increased technology capabilities. As a current customer, Securus Technologies has offered to complete this upgrade at no cost to the County.

This contract has been reviewed and approved by the Prosecuting Attorney's Office and has been submitted for review to the County Risk Manager and County IT Director.

Costs

All costs for the equipment and recurring associated costs with the technology upgrade will be paid for by Securus Technologies per the terms of the contract.

Project Time Schedule

The term of the contract is for a period of seven years commencing on the date of signature. Installation and implementation time frame is approximately three months, but could vary depending upon any needed infrastructure requirements.

Funding

Implementation may require an increase in internet bandwidth capacity to cover increased data transmission, depending on current capacity. An analysis of the existing internet bandwidth capability will occur during the installation phase. Anticipated costs may be paid from the Inmate Welfare Fund as this technology upgrade and service improvement meet the requirements of the policy on expenditures from the Inmate Welfare Fund. Income generated by the use of the video visitation systems, as outlined in the contract, will be returned to the Inmate Welfare Fund and will off-set some or all associated costs of this technology.

Conclusion/Recommendation

The Walla Walla County Corrections Department is requesting the Board of County Commissioners approve the contract between Securus Technology and the County Corrections Department.

**Master Services Agreement
Walla Walla County Jail**

This Master Services Agreement (this "Agreement") is by and between Walla Walla County Jail ("you" or "Customer") and Securus Technologies, Inc., ("we," "us," or "Provider"). This Agreement supersedes any and all other agreements (oral, written, or otherwise) that may have been made between the parties and will be effective as of the last date signed by either party (the "Effective Date").

Whereas, the Customer desires and Provider agrees that Provider will install an inmate telecommunication system and will provide telecommunications and maintenance services according to the terms and conditions set forth herein and in the attached Schedule(s) and Statement of Work, which are incorporated by reference;

Now therefore, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. Applications. This Agreement specifies the general terms and conditions under which we will provide certain inmate-related services and applications (the "Application(s)") to you. Additional terms and conditions with respect to the Applications will be specified in the schedules entered into by the parties and attached hereto (the "Schedules"). The Schedules are incorporated into this Agreement and are subject to the terms and conditions of this Agreement. In the event of any conflict between this Agreement and a Schedule, the terms of the Schedule will govern. In the event of any conflict between any two Schedules for a particular Application, the latest in time will govern.
2. Use of Applications. You grant us the exclusive right and license to install, maintain, and derive revenue from the Applications through our inmate systems (including, without limitation, the related hardware and software) (the "System") located in and around the inmate confinement facility or facilities identified in the Schedule (the "Facility" or "Facilities"). You are responsible for the manner in which you and your respective users use the Applications. Unless expressly permitted by a Schedule or separate written agreement with us, you will not resell the Applications or provide access to the Applications (other than as expressly provided in a particular Schedule), directly or indirectly, to third parties. During the term of this Agreement and subject to the remaining terms and conditions of this Agreement, Provider will be the sole and exclusive provider of existing and any future inmate-related communications, whether fixed, mobile or otherwise, including but not limited to voice, video, and data (e.g., phone calls, video calls, messaging, prepaid calling cards, debit calling, and e-mail) and inmate software applications (e.g., automated grievance filing system, law library, etc.) at all existing and future correctional facilities under the authority of Customer and in lieu of any other third party providing such inmate communications, including without limitation, Customer's employees, agents, or subcontractors.
3. Compensation. Compensation for each Application, if any, and the applicable payment addresses are as stated in the Schedules.
4. Term. The initial term of this Agreement (the "Initial Term") will begin on the Effective Date and will end on the date that is 7 years thereafter. Unless one party delivers to the other written notice of non-renewal at least 90 days before the end of the then current term, this Agreement will automatically renew for successive periods of 12 months each. Notwithstanding anything to the contrary, the terms and conditions of this Agreement will continue to apply to each Schedule for so long as we continue to provide the Application to you after the expiration or earlier termination of this Agreement.
5. Service Level Agreement and Limited Remedy. We are committed to providing you with reliable, high quality Applications, and we offer certain assurances about the quality of our Applications (the "Service Level Agreement"). The Service Level Agreement for each Application is as set forth in the applicable Schedule. THE SERVICE LEVEL AGREEMENT SETS FORTH THE SOLE AND EXCLUSIVE REMEDIES FOR FAILURE OR DEFECT OF AN APPLICATION. WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ANY IMPLIED WARRANTY ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE, AND NONINFRINGEMENT.
6. Software License. We grant you a personal, non-exclusive, non-transferable license (without the right to sublicense) to access and use certain proprietary computer software products and materials in connection with the Applications (the "Software"). In connection therewith, Customer represents that (i) it will be responsible for distributing and assigning licenses to its end users, and (ii) it will monitor and ensure that its licensed end users comply with all Provider Use Terms and Conditions and as directed herein. The Software includes any upgrades, modifications, updates, and additions to existing features that we implement in our discretion (the "Updates"). Updates do not include additional features and significant

enhancements to existing features. You are the license holder of any third-party software products we obtain on your behalf. You authorize us to provide or preinstall the third-party software and agree that we may agree to the third-party End User License Agreements on your behalf. Your rights to use any third-party software product that we provide will be limited by the terms of the underlying license that we obtained for such product. The Software is to be used solely for your internal business purposes in connection with the Applications at the Facilities. You will not (i) permit any parent, subsidiary, affiliated entity, or third party to use the Software, (ii) assign, sublicense, lease, encumber, or otherwise transfer or attempt to transfer the Software or any portion thereof, (iii) process or permit to be processed any data of any other party with the Software, (iv) alter, maintain, enhance, disassemble, decompile, reverse engineer or otherwise modify the Software or allow any third party to do so, (v) connect the Software to any products that we did not furnish or approve in writing, or (vi) ship, transfer, or export the Software into any country, or use the Software in any manner prohibited by the export laws of the United States. We are not liable with regard to any Software that you use in a prohibited manner.

7. Ownership and Use. The System, the Applications, and related records, data, and information (excepting recorded communications and, if applicable, e-mails, for which you retain ownership) will at all times remain our sole and exclusive property unless prohibited by law, in which event, we will have the unlimited right to use such records, data, and information for investigative and law enforcement purposes. During the term of this Agreement and for a reasonable period of time thereafter, we will provide you with reasonable access to the records. We (or our licensors, if any) have and will retain all right, title, interest, and ownership in and to (i) the Software and any copies, custom versions, modifications, or updates of the Software, (ii) all related documentation, and (iii) any trade secrets, know-how, methodologies, and processes related to our Applications, the System, and our other products and services (the "Materials"). The Materials constitute proprietary information and trade secrets of Provider and its licensors, whether or not any portion thereof is or may be the subject of a valid copyright or patent.

8. Legality/Limited License Agreement. For services related to Applications which may allow you to monitor and record inmate or other administrative telephone calls, or transmit or receive inmate electronic messages ("e-mail"); by providing the Application, we make no representation or warranty as to the legality of recording or monitoring inmate or administrative telephone calls or transmitting or receiving inmate e-mail messages. Further, you retain custody and ownership of all recordings, and inmate e-mail messages; however you grant us a perpetual limited license to compile, store, and access recordings or inmate calls and access inmate e-mail messages for purposes of (i) complying with the requests of officials at the Facility, (ii) disclosing information to requesting law enforcement and correctional officials as they may require for investigative, penological or public safety purposes, (iii) performing billing and collection functions, or (iv) maintaining equipment and quality control purposes. This license does not apply to recordings of inmate calls or e-mail messages with their attorneys or to recordings or e-mail messages protected from disclosure by other applicable privileges.

9. Private Number Designation. We will provide you with the ability to designate certain numbers (for example, attorney or clergy numbers) as "Private" within our Secure Call Platform. Calls to numbers designated as Private will not be recorded by us. Although we will maintain your Private list within our Secure Call Platform, you acknowledge and agree that you will have the sole discretion, authority, and responsibility for designating numbers as Private, and that we have no discretion, authority, or responsibility for making such designations, unless done so at your instruction. Further, to the fullest extent allowed by applicable law, you and/or your employees, agents, or contractors agree to be responsible for any loss, cost, claim, liability, damage, and expense (including, without limitation, reasonable attorney's fees and expenses) arising out of the recording or monitoring of calls to numbers that should have been, but were not, designated by you as Private.

10. Confidentiality and Non-Disclosure. The System, Applications, and related call records and information (the "Confidential Information") will at all times remain confidential to Provider. You agree that you will not disclose such Confidential Information to any third party without our prior written consent. Because you will be able to access confidential information of third parties that is protected by certain federal and state privacy laws through the Software and Applications, you will only access the Software with computer systems that have effective firewall and anti-virus protection.

11. Claims. To the fullest extent allowed by applicable law, each party by itself and/or its employees, agents, or contractors agrees to be responsible for any loss, cost, claim, liability, damage, and expense (including, without limitation, reasonable attorney's fees and expenses) (collectively "Claims") arising out of (i) a breach of its own representations, warranties, and/or covenants contained herein, or (ii) gross negligence or willful misconduct, or (iii) actual or alleged intellectual property infringement.

Furthermore, the parties understand and agree that each one is subject to federal, state, and local laws and regulations, and each party bears the burden of its own compliance. Provider agrees to install and implement the Inmate Telephone System according to the law governing Provider, the instruction it receives from Customer as to Customer's requirements under the law, and the Facility's demographics. Customer agrees to indemnify Provider against any and all Claims arising out of or related to instruction Provider receives from Customer.

12. Insurance. We maintain comprehensive general liability insurance having limits of not less than \$2,000,000.00 in the aggregate. You agree to provide us with reasonable and timely written notice of any claim, demand, or cause of action made or brought against you arising out of or related to the utilization of the Applications and the System in which the Provider is brought in as a co-defendant in the Claim. We have the right to defend any such claim, demand, or cause of action at our sole cost and expense and within our sole and exclusive discretion. The Parties will cooperate in good faith in defending such claims, where possible.

13. Default and Termination. If either party defaults in the performance of any obligation under this Agreement, the non-defaulting party will give the defaulting party written notice of its default setting forth with specificity the nature of the default. If the defaulting party fails to cure its default within 30 days after receipt of the notice of default, the non-defaulting party will have the right to terminate this Agreement upon 30 days' written notice and to pursue all other remedies available to the non-defaulting party, either at law or in equity. Notwithstanding the foregoing, the 30 day cure period will be extended to 90 days if the default is not reasonably susceptible to cure within such 30 day period, but only if the defaulting party has begun to cure the default during the 30 day period and diligently pursues the cure of such default. Notwithstanding the foregoing, if Customer breaches its obligations in the section entitled "Software License" or the section entitled "Confidentiality", Provider will have the right to terminate this Agreement immediately.

14. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY WILL HAVE ANY LIABILITY FOR INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS OR INCOME, LOST OR CORRUPTED DATA, OR LOSS OF USE OR OTHER BENEFITS, HOWSOEVER CAUSED AND EVEN IF DUE TO THE PARTY'S NEGLIGENCE, BREACH OF CONTRACT, OR OTHER FAULT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR AGGREGATE LIABILITY TO YOU RELATING TO OR ARISING OUT OF THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNT WE PAID YOU DURING THE 12 MONTH PERIOD BEFORE THE DATE THE CLAIM AROSE.

15. Uncontrollable Circumstance. We reserve the right to renegotiate or terminate this Agreement upon 60 days' advance written notice if circumstances outside our control related to the Facilities (including, without limitation, changes in rates, regulations, or operations mandated by law; material reduction in inmate population or capacity; material changes in jail policy or economic conditions; actions you take for security reasons (e.g., Lockdowns); or acts of God) negatively impact our business; however, we will not unreasonably exercise such right. Further, Customer acknowledges that Provider's provision of the services is subject to certain federal, state, or local regulatory requirements and restrictions that are subject to change from time-to-time and that nothing contained herein to the contrary will restrict Provider from taking any steps necessary to perform in compliance therewith.

16. Injunctive Relief. Both parties agree that a breach of any of the obligations set forth in the sections entitled "Software License," "Ownership and Use," and "Confidentiality" would irreparably damage and create undue hardships for the other party. Therefore, the non-breaching party will be entitled to immediate court ordered injunctive relief to stop any apparent breach of such sections, such remedy being in addition to any other remedies available to such non-breaching party.

17. Force Majeure. Either party may be excused from performance under this Agreement to the extent that performance is prevented by any act of God, war, civil disturbance, terrorism, strikes, supply or market, failure of a third party's performance, failure, fluctuation or non-availability of electrical power, heat, light, air conditioning or telecommunications equipment, other equipment failure or similar event beyond its reasonable control; provided, however that the affected party will use reasonable efforts to remove such causes of non-performance.

18. Notices. Any notice or demand made by either party under the terms of this Agreement or under any statute will be in writing and will be given by personal delivery; registered or certified U.S. mail, postage prepaid; or commercial courier delivery service, to the address below the party's signature below, or to such other address as a party may designate by written notice in compliance with this section. Notices will be deemed delivered as follows: personal delivery – upon receipt; U.S. mail – 5 days after deposit; and courier – when delivered as shown by courier records.

19. No Third-party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this Agreement will not be construed so as to create such status. The rights, duties, and obligations contained herein will operate only between the parties and will inure solely to their benefit. The provisions of this Agreement are intended to assist only the parties in determining and performing their obligations hereunder, and the parties intend and expressly agree that they alone will have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.

20. Miscellaneous. This Agreement will be governed by and construed in accordance with the laws of the state where the Facility is located. No waiver by either party of any event of default under this Agreement will operate as a waiver of any subsequent default under the terms of this Agreement. If any provision of this Agreement is held to be invalid or

unenforceable, the validity or enforceability of the other provisions will remain unaffected. This Agreement will be binding upon and inure to the benefit of Provider and Customer and their respective successors and permitted assigns. Except for assignments to our affiliates or to any entity that succeeds to our business in connection with a merger or acquisition, neither party may assign this Agreement without the prior written consent of the other party. Each signatory to this Agreement warrants and represents that he or she has the unrestricted right and requisite authority to enter into and execute this Agreement, to bind his or her respective party, and to authorize the installation and operation of the System. Provider and Customer each will comply, at its own expense, with all applicable laws and regulations in the performance of their respective obligations under this Agreement and otherwise in their operations. Nothing in this Agreement will be deemed or construed by the parties or any other entity to create an agency, partnership, or joint venture between Customer and Provider. This Agreement cannot be modified orally and can be modified only by a written instrument signed by all parties. The parties' rights and obligations, which by their nature would extend beyond the termination, cancellation, or expiration of this Agreement, will survive such termination, cancellation, or expiration (including, without limitation, any payment obligations for services or equipment received before such termination, cancellation, or expiration). This Agreement may be executed in counterparts, each of which will be fully effective as an original, and all of which together will constitute one and the same instrument. Each party agrees that delivery of an executed copy of this Agreement by facsimile transmission or by PDF e-mail attachment will have the same force and effect as hand delivery with original signatures. Each party may use facsimile or PDF signatures as evidence of the execution and delivery of this Agreement to the same extent that original signatures can be used. This Agreement, together with the exhibits and Schedules, constitutes the entire agreement of the parties regarding the subject matter set forth herein and supersedes any prior or contemporaneous oral or written agreements or guarantees regarding the subject matter set forth herein.

EXECUTED as of the Effective Date.

<u>CUSTOMER:</u> Walla Walla County Jail By: _____ Name: _____ Title: _____ Date: _____ <u>Customer's Notice Address:</u> 306 W. Alder Street Walla Walla, WA 99362	<u>PROVIDER:</u> Securus Technologies, Inc. By: _____ Name: Robert Pickens Title: President Date: _____ <u>Provider's Notice Address:</u> 4000 International Parkway Carrollton, Texas 75007 Attention: General Counsel Phone: (972) 277-0300 <u>Provider's Payment Address:</u> 4000 International Parkway Carrollton, Texas 75007 Attention: Accounts Receivable
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Please return signed contract to:

**4000 International Parkway
Carrollton, Texas 75007
Attention: Contracts Administrator
Phone: (972) 277-0300**

Schedule
Walla Walla County Jail

This Schedule is between Securus Technologies, Inc. ("we" or "Provider"), and Walla Walla County Jail ("you" or "Customer") and is part of and governed by the Master Services Agreement (the "Agreement") executed by the parties. The terms and conditions of the Agreement are incorporated herein by reference. This Schedule will be coterminous with the Agreement ("Schedule Effective Date").

A. Applications. We will provide the following Applications:

CALL MANAGEMENT SYSTEM

DESCRIPTION:

Secure Call Platform: Secure Call Platform ("SCP") provides through its centralized system automatic placement of calls by inmates without the need for conventional live operator services. In addition, SCP has the ability to do the following: (a) monitor and record inmate calls, (b) prevent monitoring and recording of private calls (i.e., attorney client calls, clergy calls, or other calls as approved and implemented by you); private number settings allow you to mark these calls not to be monitored or recorded, and you are solely responsible for identifying, approving and disabling requests for private treatment; (c) automatically limit the duration of each call to a certain period designated by us, (d) maintain call detail records in accordance with our standard practices, (e) automatically shut the System on or off, and (f) allow free calls to the extent required by applicable law. We will be responsible for all billing and collections of inmate calling charges but may contract with third parties to perform such functions. SCP will be provided at the Facilities specified in the chart below.

SCP provides the ability to store call recordings in secure, redundant environment. We will storage call recordings for a period of 12 months from the date of recording, after which they will be permanently deleted. SCP also provides you with the ability to download and store call recordings. You are solely responsible for preserving any call recordings beyond the storage period by downloading them to a separate storage medium.

SCP also includes the ability to integrate inmate Debit accounts. A Debit account is a prepaid, inmate-owned account used to pay for inmate telephone calls. A Debit account is funded by transfer of inmate's facility trust/commissary account funds to inmate's Debit account. Provider will also allow inmate friends and family members to fund an inmate's Debit account via multiple points-of-sale. Funds deposited by friends and family members into an inmate's Debit account become property of the inmate. Provider establishes inmate Debit accounts which are associated with the inmate's Personal Identification Number ("PIN"). Provider requires inmate to key in his/her PIN at the beginning of every Debit call to complete the call and pay for the call using the inmate's Debit account. If implemented, Customer agrees to have the Debit module of Provider's SCP Call Management System enabled for the Facilities to offer Debit account to inmates. If implemented, Customer also agrees to use Provider's SCP User Interface or utilize integration with Customer's trust account system to process inmate's fund transfer requests. Notwithstanding, Provider will not be responsible for any delays due to (i) Customer's failure to perform any of its obligations for the project; (ii) any of Customer's vendors' failure to perform any of its obligations for the project; or (iii) circumstances outside of Provider's control.

INVOICING AND COMPENSATION:

Collect and Inmate Debit Calls. We will pay you commission (the "Commission") based on the Gross Revenues that we earn through the completion of collect and inmate Debit calls, excluding interstate calls, placed from the Facilities as specified in the chart below. "Gross Revenues" means all gross billed revenues relating to completed collect and inmate Debit calls generated by and through the Inmate Telecommunications System. Regulatory required and other items such as federal, state and local charges, taxes and fees, including transaction funding fees, transaction fees, credits, billing recovery fees, charges billed by non-LEC third parties, and promotional programs are excluded from revenue to the Provider. For inmate Debit calls, Provider reserves the right to deduct call credits from Gross Revenue. e will remit the Commission for a calendar month to you on or before the 30th day after the end of the calendar month in which the calls were made (the "Payment Date"). All Commission payments will be final and binding upon you unless we receive written objection within 60 days after the Payment Date. Your payment address is as set forth in the chart below. You will notify us in writing at least 60 days before a Payment Date of any change in your payment address.

In addition, Provider will invoice Customer on a weekly basis for all funding amounts transferred from inmates' facility trust/commissary accounts to Inmate Debit accounts. The invoice will be due and payable upon receipt.

FACILITIES AND RELATED SPECIFICATIONS:

Facility Name and Address	Type of Call Management Service	Commission Percentage	Revenue Base for Calculation of Commission	Commission Payment Address
Walla Walla County Jail 306 W. Alder Street Walla Walla, WA 99362	SCP	36%*	Gross Revenues	--SAME--

***The designated Commission percentage is contingent upon Customer's implementation of all products and payment methods described herein within 90 days of the Effective Date (unless actions of Provider render such implementation within that timeframe impossible, in which case such implementation will be effected as soon as reasonably practicable). Should the Customer fail to implement all such products and payment methods within ninety (90) days of the Effective Date, the commission percentage is subject to renegotiation.**

Commissions are paid in one-month arrears and are not subject to retroactive payments or adjustments for failure to provide timely notice of address changes.

***Notwithstanding anything to the contrary contained in the Agreement, in accordance with Federal Communications Commission 47 CFR Part 64 [WC Docket No. 12-375; FCC 13-113] – Rates for Interstate Calling Services - effective February 11, 2014, no commission will be paid on revenues earned through the completion of interstate calls of any type placed from the Facility(s).**

CENTRALIZED NET CENTRIC, VOIP, DIGITAL TRANSMITTED CALL MANAGEMENT SYSTEM

DESCRIPTION:

Secure Calling Platform User Interface. We will provide you with the Software regarding the Secure Calling Platform Interface ("S-Gate User Interface") which may be used only on computers and other equipment that meets or exceeds the specifications in the chart below, which we may amend from time to time ("Compatible Equipment"). Customer represents that (i) it will be responsible for distributing and assigning licenses to its end users; (ii) it will use the SCP User Interface for lawful purposes and will not transmit, retransmit, or store material in violation of any federal or state laws or regulation; and (iii) it will monitor and ensure that its licensed end users comply with all Provider Use Terms and Conditions and as directed herein.

WORKSTATION REQUIREMENTS	
Processor	2 gigahertz (GHz) or higher processor
Operating System	Windows XP*, Windows Vista, Windows 7
Browser	Internet Explorer 8, 9 or 10 (newer versions are not supported)
Memory	At least 1 gigabyte (GB) of RAM (2GB recommended) - use of Windows 7 may require additional memory
Drive	CD-RW or DVD-RW drive
Display	Super VGA (1,024 x 768) or higher resolution video adapter
Peripherals	Keyboard and Microsoft Mouse or compatible pointing device
Internet	High speed internet access (dial up is not supported)
Installed Software	Microsoft Silverlight 4.0 or newer, Microsoft .NET Framework 4, Adobe Reader 9.5 or newer, Microsoft Office Excel Viewer, Quick Time 7 or newer, Windows Media Player, Antivirus, WinZip or other zip utility

**XP Media center edition not supported*

SERVICE LEVEL AGREEMENT

We agree to repair and maintain the System in good operating condition (ordinary wear and tear excepted), including, without limitation, furnishing all parts and labor. All such maintenance will be conducted in accordance with the service levels in Items 1 through 10 below. All such maintenance will be provided at our sole cost and expense unless necessitated by any misuse of, or destruction, damage, or vandalism to any premises equipment by you (not inmates at the Facilities), in which case, we may recoup the cost of such repair and maintenance through either a Commission deduction or direct invoicing, at our option. You agree to promptly notify us in writing after discovering any misuse of or destruction, damage, or vandalism to the equipment. If any portion of the System is interfaced with other devices or software owned or used by you or a third party, we will have no obligation to repair or maintain such other devices or software. This SERVICE LEVEL AGREEMENT does not apply to any provided *Openworkstation(s)* (see below). For the services contemplated hereunder, we may provide, based upon the Facility's requirements, two types of workstations (personal computer/desktop/laptop/terminal): The "*Openworkstation*" is an open non-secured workstation which permits administrative user rights for Facility personnel and allows the Facility to add additional third-party software. Ownership of the *Openworkstation* is transferred to the Facility along with a three-year product support plan with the hardware provider. We have no obligation to provide any technical and field support services for an *Openworkstation*. CUSTOMER IS SOLELY RESPONSIBLE FOR THE MAINTENANCE OF ANY OPENWORKSTATION(S)."

1. Outage Report; Technical Support. If either of the following occurs: (a) you experience a System outage or malfunction or (b) the System requires maintenance (each a "System Event"), then you will promptly report the System Event to our Technical Support Department ("Technical Support"). You may contact Technical Support 24 hours a day, seven days a week (except in the event of planned or emergency outages) by telephone at 866-558-2323, by email at TechnicalSupport@securustech.net, or by facsimile at 800-368-3168. We will provide you commercially reasonable notice, when practical, before any Technical Support outage.

2. Priority Classifications. Upon receipt of your report of a System Event, Technical Support will classify the System Event as one of the following three priority levels:

"Priority 1"	30% or more of the functionality of the System is adversely affected by the System Event.
"Priority 2"	5% - 29% of the functionality of the System is adversely affected by the System Event.
"Priority 3"	Less than 5% of the functionality of the System is adversely affected by the System Event. Single and multiple phones related issues.

3. Response Times. After receipt of notice of the System Event, we will respond to the System Event within the following time periods:

Priority 1	2 hours
Priority 2	24 hours
Priority 3	72 hours

4. Response Process. In the event of a System Event, where the equipment is located on Customer premises, Technical Support will either initiate remote diagnosis and correction of the System Event or dispatch a field technician to the Facility (in which case the applicable regional dispatcher will contact you with the technician's estimated time of arrival), as necessary. In the event a System Event occurs in the centralized SCP system, technical support will initiate remote diagnosis and correction of the System Event.

5. Performance of Service. All of our repair and maintenance of the System will be done in a good and workmanlike manner at no cost to you except as may be otherwise set forth in the Agreement. Any requested modification or upgrade to the System that is agreed upon by you and us may be subject to a charge as set forth in the Agreement and will be implemented within the time period agreed by the parties.

6. Escalation Contacts. Your account will be monitored by the applicable Territory Manager and Regional Service Manager. In addition, you may use the following escalation list if our response time exceeds 36 hours: first to the Technical Support Manager or Regional Service Manager, as applicable, then to the Director of Field Services, then to the Executive Director, Service.

7. Notice of Resolution. After receiving internal notification that a Priority 1 System Event has been resolved, a technician will contact you to confirm resolution. For a Priority 2 or 3 System Event, a member of our customer satisfaction team will confirm resolution.

8. Monitoring. We will monitor our back office and validation systems 24 hours a day, seven days a week.

9. **Required IGR.** You are responsible for providing a dedicated isolated grounded receptacle ("IGR") for use in connection with the primary System. Upon request we will provide you with the specifications for the IGR. If you are unable to or do not provide the IGR, we will provide the IGR on a time and materials basis at the installer's then-current billing rates, provided that we are not responsible for any delay caused by your failure to provide the IGR.

10. **End-User Billing Services and Customer Care.** Our Securus Correctional Billing Services department will maintain dedicated customer service representatives to handle end-user issues such as call blocking or unblocking and setting up end-user payment accounts. The customer service representatives will be available 24 hours a day, 7 days a week by telephone at 800-844-6591, via chat by visiting our website www.securustech.net, and by facsimile at 972-277-0714. In addition, we will maintain an automated inquiry system on a toll-free customer service phone line that will be available to end-users 24 hours a day, 7 days a week to provide basic information and handle most routine activities. We will also accept payments from end-users by credit card, check, and cash deposit (such as by money order, MoneyGram or Western Union transfer).

INSTANT PAY™ PROGRAM

DESCRIPTION

The Instant Pay™ promotional program optimizes the call routing at Facilities by connecting as many calls as possible. If a call is attempted but there is no account or calling card open or in use to pay for the call, the call can be routed to the Instant Pay Program. The Instant Pay Program will offer the called party additional options to connect the call as well as provide information and promotional messaging on how to create a prepaid AdvanceConnect™ Account.

COMPENSATION

Pay Now™. Pay Now™ is an instant paid payment product available to facilities that have the Instant Pay promotional calling program installed that allows the called party to instantly pay for a single call using a debit or credit card in real-time as the call is being initiated. With Pay Now™, the called party may immediately pay using a credit or debit card for one single call or may elect to setup and / or fund a prepaid AdvanceConnect account. Provider will compensate Customer at a rate of \$1.60 for each call accepted and paid for using Pay Now™. Pay Now™ is not subject to any other compensation.

Text2Connect™. Text2Connect™ is a promotional program designed to get inmates in touch with Friends and Family members quickly and to encourage them to set up a prepaid AdvanceConnect™ account. If (a) an inmate attempts a call to a mobile phone, (b) the facility allows calls to mobile phones, and (c) the call cannot be billed by Provider, then call control will be assumed by our third-party provider. Our third-party provider will prompt the called party to double opt-in to accept and confirm the charges for a premium SMS text message and continue the call. Charges for the message are billed by the called party's mobile provider on their mobile phone bill. The called party receives a text message receipt for the call charges and is given instructions on how to open a prepaid AdvanceConnect™ account. Text2Connect™ is available through our third-party processor who maintains relationships with select mobile phone companies around the country and manages the connection.

Text2Connect™ promotional calls are not commissionable, and Provider will pay Customer a bonus payment of \$0.30 for each transaction fee billed and collected by the wireless carrier completed through the Text2Connect™ platform. Bonus payments for each applicable connection will be added to your existing monthly commission statement. Text2Connect™ is not subject to any other compensation.

INVESTIGATOR PRO™

DESCRIPTION:

Investigator Pro™ is a telephone safety, security, and investigative feature of SCP. Investigator Pro™ uses continuous voice identification technology to determine what inmate(s) are speaking on the call, detect certain three-way call violations, and help investigators find correlations between calls that might otherwise go undetected. Inmates must participate in a supervised voice print enrollment process. This inmate voice print enrollment process will be the responsibility of Customer.

COMPENSATION:

We will provide Investigator Pro™ at no cost to you.

AUTOMATED INFORMATION SERVICES

DESCRIPTION:

Provider will provide the Automated Information Services (AIS™) as described herein. The AIS™ application is designed to automate internal inquiries from detainees and outside calls from friends and family members on one single platform, as well

as allow inmates' friends and families the ability to open or fund a pre-paid telephone account, an inmate phone account, an inmate trust account or leave a voicemail. The application is accessed through a telephone IVR system. Once Facility staff has uploaded all required information, the system is able to automate information such as Commissary Balances (pending MIS system data flow); Charge Information; Court Appearance Dates, Times, Locations; Bond Amounts, Types; Projected Release Dates; and Visitation Eligibility, Times.

Automated Information Services is configurable to meet the specific needs of Customer's Facility. The standard option includes automation of inmate and Facility information to constituents who call Customer's existing main telephone number and to inmates at Customer's Facility. The following are options and requirements available for AIS.

- ✓ Automation of inmate and Facility information to constituents (standard)
- ✓ Automation of inmate and Facility information to inmates (Securus ITS Customers only)
- ✓ Ability to open or fund a Securus pre-paid telephone account (Required)
- ✓ Ability to fund an inmate phone account (Required)
- ✓ Ability to fund an inmate trust account (Required)
- ✓ Ability to leave a voice mail (Required)
- ✓ Ability to provide for inmate information and trust funding via InmateInfo.com

The application provides all information automatically without staff intervention 24/7.

The AIS™ Jail Voicemail feature is a one-way communication product that allows friends and family members calling a facility to leave a 45-second voicemail for an inmate providing a quick way for friends and family to initiate communication or deliver timely information to an inmate prior to a scheduled phone call or visitation. Friends and family will pay up to a \$1.99 usage fee for each voicemail they leave, 20% of which Provider will pay to Customer each month. AIS™ Jail Voicemail is not subject to any other compensation.

COMPENSATION:

Provider agrees to provide AIS™ to Customer at no charge, provided that Customer agrees to implement all of the Required Services described above (Family & Friend Automation; Inmate Automation; AdvanceConnect phone funding; Inmate Debit (where available); Commissary Trust Funding; and Jail Voicemail) and to allow Provider to expand the AIS™ services offering at any time during the Term of the Agreement upon 30 days advance written notice to include additional constituent notification services provided through the AIS™ application. If Required features are not implemented or maintained during the Term of the Agreement, Customer agrees to pay Provider \$2.00 per Average Daily Population per month for AIS™.

Provider will not charge integration fees but if a vendor charges an integration fee Customer will be responsible for its payment.

Notwithstanding anything to the contrary, the parties acknowledge that the AIS™ monthly fee is based on Customer's estimated Average Daily Population ("ADP"). If the ADP levels fluctuate by more than 15%, Provider reserves the right to renegotiate or terminate this AIS Service Order upon 60 days advance written notice to Customer.

LOCATION BASED SERVICES

DESCRIPTION:

Securus' Location Based Services ("LBS") provides Customer with a mobile device user's approximate geographical location ("Mobile Location Data" or "MLD") by way of (i) information derived from calls placed on a Securus device by an inmate confined at a Customer Facility and received by such mobile device user, or (ii) mobile device user information (such as mobile device number) provided to Securus by Customer. When a mobile device user's prior approval is required by law for MLD to be provided to Customer, such approval will be obtained in accordance with wireless carrier-approved disclosure and opt-in processes. LBS will capture approximate latitude and longitude coordinates of a mobile device user at the times at which the called party accepts the call, and when the call ends. LBS will display geographical information on a map and will combine covert alert functionality with approximate geographical coordinates when calls are accepted by the called party or end, and operate on demand in (near) real time. Customer's use of LBS is governed by and conditioned upon the terms set forth herein.

COMPENSATION:

Provider will charge Customer a non-commissionable validation recovery fee of \$0.02 per call, which fee will be added to the "per call charge" calling rates for all calls, if permitted by state and federal regulatory requirements and will not be billed separately, unless such separate billing is required by state or federal regulatory requirements.

LBS TERMS OF USE:

1. Customer will comply with all privacy, consumer protection, marketing, and data security laws and government guidelines applicable to Customer's access to and use of information obtained in connection with or through the Location based services application. Customer acknowledges and understands that the Customer is solely responsible for its compliance with such laws and that Provider makes no representation or warranty as to the legality of the use by Customer of the Location based services application or the information obtained in connection therewith. Provider will have no obligation, responsibility, or liability for Customer's compliance with any and all laws, regulations, policies, rules or other requirements applicable to Customer by virtue of its use of the Location based services application.
2. Customer acknowledges that the information available through the Location based services application includes personally identifiable information and that it is Customer's obligation to keep all such accessed information secure. Accordingly, Customer will (a) restrict access to Location based services to those law enforcement personnel who have a need to know as part of their official duties; (b) ensure that its employees (i) obtain and/or use information from the Location based services application only for lawful purposes and (ii) transmit or disclose any such information only as permitted or required by law; (c) keep all user identification numbers confidential and prohibit the sharing of user identification numbers; (d) use commercially reasonable efforts to monitor and prevent against unauthorized access to or use of the Location based services application and any information derived therefrom (whether in electronic form or hard copy); (e) notify Provider promptly of any such unauthorized access or use that Customer discovers or otherwise becomes aware of; and (f) unless required by law, purge all information obtained through the Location based services application and stored electronically or on hard copy by Customer within ninety (90) days of initial receipt or upon expiration of retention period required by law.
3. Customer understands and acknowledges that all information used and obtained in connection with the Location based services application is "**AS IS**." Customer further understands and acknowledges that Location based services uses data from third-party sources, which may or may not be thorough and/or accurate, and that Customer will not rely on Provider for the accuracy or completeness of information obtained through the Location based services application. Customer understands and acknowledges that Customer may be restricted from accessing certain aspects of the Location based services application which may be otherwise available. Provider reserves the right to modify, enhance, or discontinue any of the features that are currently part of the Location based services application. Moreover, if Provider determines in its sole discretion that the Location based services application and/or Customer's use thereof (1) violates the terms and conditions set forth herein and/or in the Agreement or (2) violates any law or regulation or (3) is reasonably likely to be so determined, Provider may, upon written notice, immediately terminate Customer's access to the Location based services application and will have no further liability or responsibility to Customer with respect thereto.
4. Provider will have no liability to Customer (or to any person to whom Customer may have provided data from the Location based services application) for any loss or injury arising out of or in connection with the Location based services application or Customer's use thereof. If, notwithstanding the foregoing, liability can be imposed on Provider, Customer agrees that Provider's aggregate liability for any and all losses or injuries arising out of any act or omission of Provider in connection with the Location based services application, regardless of the cause of the loss or injury, and regardless of the nature of the legal or equitable right claimed to have been violated, will never exceed \$100.00. Customer covenants and promises that it will not seek to recover from Provider an amount greater than such sum even if Customer was advised of the possibility of such damages. PROVIDER DOES NOT MAKE AND HEREBY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE LOCATION BASED SERVICES APPLICATION. PROVIDER DOES NOT GUARANTEE OR WARRANT THE CORRECTNESS, COMPLETENESS, LEGALITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE LOCATION BASED SERVICES APPLICATION OR INFORMATION OBTAINED IN CONNECTION THEREWITH. IN NO EVENT WILL PROVIDER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING, INCURRED BY CUSTOMER FROM RECEIPT OR USE OF INFORMATION OBTAINED IN CONNECTION WITH THE LOCATION BASED SERVICES APPLICATION OR THE UNAVAILABILITY THEREOF.
5. Customer hereby agrees to protect, indemnify, defend, and hold harmless Provider from and against any and all costs, claims, demands, damages, losses, and liabilities (including attorneys' fees and costs) arising from or in any way related to Customer's use of the Location based services application or information obtained in connection therewith.

VIDEO VISITATION

In addition to the installation, maintenance and services of telecommunications equipment at the Facility(s) pursuant to this Agreement, Provider will deploy a Video Visitation System at the Facility(s) during the Term of the Agreement as more fully set forth in Video Visitation Schedule, attached hereto and incorporated herein by reference.

CONNECTUS INMATE SERVICE PLATFORM

Provider will install and provision the Provider's ConnectUs Inmate Service Platform, which will be configured with the applications set forth in the Schedule for ConnectUs Inmate Service Platform, attached hereto and incorporated herein by reference.

CALLING RATES

Provider will charge rates that are in compliance with state and federal regulatory requirements. International rates, if applicable, will vary by country.

**Exhibit A: Customer Statement of Work
Walla Walla County Jail**

This Customer Statement of Work is made part hereto and governed by the Master Services Agreement (the "Agreement") executed between Securus Technologies, Inc. ("we" or "Provider"), and Walla Walla County Jail ("you" or "Customer"). The terms and conditions of said Agreement are incorporated herein by reference. This Customer Statement of Work will be coterminous with the Agreement.

A. Applications. The parties agree that the Applications listed in the Service Schedule or below will be provided and in accordance with the Service Level Agreements as described in the applicable section of the Service Schedule to the Agreement.

B. Equipment. We will provide the equipment/Applications in connection with the SCP services needed to support the required number and type of phones and other components, and storage for 1 year. Additional equipment or applications will be installed only upon mutual agreement by the parties, and may incur additional charges.

EXECUTED as of the Schedule Effective Date.

<u>CUSTOMER:</u> Walla Walla County Jail By: _____ Name: _____ Title: _____	<u>PROVIDER:</u> Securus Technologies, Inc. By: _____ Name: Robert Pickens Title: President
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Please return signed contract to:

**4000 International Parkway
Carrollton, Texas 75007
Attention: Contracts Administrator
Phone: (972) 277-0300**

**Schedule: SECURUS VIDEO VISITATION
Walla Walla County Jail**

This Securus Video Visitation Schedule is made part of and governed by the Master Services Agreement (the "Agreement") executed between Securus Technologies, Inc. ("we" or "Provider" or "Securus") and Walla Walla County Jail ("you" or "Customer"). The terms and conditions of the Agreement are incorporated herein by reference. This Schedule will be coterminous with the Agreement ("Schedule Effective Date").

In addition to the Applications otherwise being provided to Customer pursuant to the Agreement, Provider will deploy a Video Visitation System as specified in Attachment 1 at the Facility(s) during the Term of the Agreement.

TERMS:

Provider will charge Securus Video Visitation session charges that are in compliance with state and federal regulatory requirements, and Provider may impose time limitations on Video Visitation sessions at its discretion; provided, however, that Provider reserves the right, at its sole option, to (i) offer promotional pricing, (ii) offer monthly flat rate subscription services, which would allow for unlimited monthly remote visits (certain restrictions may apply), and (iii) to extend the duration of visitation sessions. If Customer wishes to offer free sessions for any reason other than as allowed pursuant to the Agreement, a session charge equal to the then-current session rate, plus applicable taxes/fees/surcharges, will apply and will be invoiced to Customer. As used herein, "remote" Video Visitation sessions will mean sessions where the inmate's visitor is visiting from a location not on Customer's premises. "On-site" Video Visitation sessions will mean sessions where the inmate's visitor is visiting from a terminal located on Customer's premises.

Customer will allow Provider to market and promote the use of the Video Visitation System to the inmates, in-person visitors, phone call participants and potential friends and family end users of the System by allowing Provider to (a) distribute Securus' promotional literature in the Facility's visitation lobby; (b) unless otherwise prohibited by Customer's telephone service contract, add a recording to the IVR phone system promoting Securus Video Visitation Services to phone call participants; and (c) issue a joint press release regarding the execution of this agreement by both parties. All Video Visitation sessions must be scheduled online by the visitor by accessing Provider's website at www.securustech.net.

If applicable, all recorded Video Visitation sessions will have a standard retention of 30 days from the recording date. It is the responsibility of Customer to remove any desired recordings from the housing location for permanent storage within 30 days of their recordings as they may be permanently deleted by Provider after that time. Provider is not responsible for the loss or quality of any such recordings or the deletion of such recordings after 30 days. Further, it is Customer's sole responsibility to (i) establish and communicate its policies regarding the monitoring and/or recording of private visits (i.e., attorney/client visits, clergy visits or other visits approved and implemented by Customer), and (ii) provide for appropriate accommodations to allow for non-recorded visits, as necessary.

PAYMENT OPTIONS:

The upfront and recurring operational costs for the deployment, management and support of the Video Visitation System are set forth in Attachment 1 (the "upfront costs"). Customer, at its option, may either elect to pay the upfront costs itself or have Provider pay the upfront costs by choosing one of the following options (place a check ("✓" or "X") next to option selected):

- ☐ **Option 1:** Customer elects to pay all of the upfront costs set forth in Attachment 1 hereto. By choosing this option, the four additional requirements listed under Option 2 will not apply.
- ☒ **Option 2:** Customer elects to have Provider pay the upfront costs and recurring set forth in Attachment 1. By choosing this option, Customer agrees to implement the following additional requirements (which are designed to (i) maximize the full utilization of the Video Visitation System at the Facility(s), (ii) assist Customer in maximizing the scheduling System Software, (iii) improve and automate manual visitation processes, (iv) increase officer safety, (v) maximize the options to the inmates and public to conduct visitation, and (vi) thus allow Provider to recover the upfront costs over time):

1. Customer agrees that Video Visitation must be available for paid remote sessions seven days a week for a minimum of 80 hours per Video Visitation terminal per week.

2. Customer will allow inmates to conduct remote visits without quantity limits other than for punishment for individual inmate misbehavior.
3. All on-site Video Visitation sessions will be required to be scheduled at least 24 hours in advance, where practicable.
4. Within 6 months following deployment of the Video Visitation System, Customer will endeavor to reach at least one remote paid Video Visitation session per inmate per month. If at any time during the Term of the Agreement after the first 12 months following deployment of the Video Visitation System, Customer's utilization of the Video Visitation System is not on plan to allow Provider to recover such upfront funding due to unrealized revenue, then Provider may recover such unrealized revenue through, at Provider's option, contract term extension, and/or payment by Customer by invoice. Provider and Customer agree that such recovery will not exceed actual costs listed in Attachment 1.

Further, because Customer elects to have Provider fund the upfront Total Cost of Customer's Investment, if the Agreement is terminated for any reason before the end of the Term, Customer will refund the prorated amount of the Total Cost as set forth in the attached Sales Order Form. Customer will pay such refund within 10 days after such termination, or, at Provider's election, Provider may deduct the refund from any Commission owed to Customer.

COMPENSATION: (Paid Remote Video Visitation Only)

Video visitation is not an FCC regulated telecom service; accordingly, in exchange for Customer allowing Provider to utilize Customer's property and wiring for placement of video visitation terminals, Provider agrees to pay Customer a percentage of the session charges paid to Provider, excluding applicable taxes/fees/surcharges, for Video Visitation sessions placed to Customer's Facilities as specified in the chart below (the "Video Visitation Payment"). Provider reserves the right to deduct Video Visitation session credits from revenue upon which payments to Customer are calculated. Provider will remit the Video Visitation Payment for a calendar month to Customer on or before the 30th day of the following calendar month in which the paid remote Video Visitation sessions were held (the "Payment Date"). All Video Visitation Payments will be final and binding upon Customer unless Provider receives written objection within 60 days after the Payment Date.

Type of Video Visitation	Video Visitation Payment (Paid Remote Video Visitation Only)
Remote Paid	30%*

*Notwithstanding anything to the contrary, the parties acknowledge that the provision of the Video Visitation services hereunder is based on Customer's estimated Average Daily Population and a minimum of one remote paid visit per inmate per month. Therefore, if the number of remote paid visits averages less than one per inmate per month, Provider reserves the right, no sooner than 12 months after the execution of this Agreement, to renegotiate payment hereunder or discontinue the services.

Customer is responsible for all Jail Management System (JMS) integration fees as well as electrical installation, unless otherwise specified in Attachment 1.

WARRANTY: Provider warrants that the services it provides as contemplated in and by this Schedule will be performed in a good and workmanlike manner consistent with industry standards and practices. Provider further warrants that its agent(s) and/or employee(s) utilized by it in the performance of its obligations under this Schedule will be qualified to perform the contracted services. Should any errors or omissions arise in the rendering of the services under this Schedule, Provider will undertake to correct such errors or omissions within a reasonable time period. If Customer purchases from Provider any hardware components in connection with the services hereunder ("Hardware Components"), Provider warrants such components to be free from material defects under normal use, maintenance and service for a period of 12 months from the date of installation of the Hardware Components. This warranty will be conditional on Customer's compliance with the provisions of this Warranty section.

Provider makes no warranty with respect to low performance, damages or defects in any Hardware Component caused by misuse, misapplication, neglect or accident, nor does Company make any warranty as to any Hardware Component that has been repaired or altered in any way, which, in the sole judgment of Provider affects the performance or purpose for which the Hardware Component was manufactured.

When applicable, Provider will provide the required replacement parts and components free of charge.

THE WARRANTY OBLIGATIONS OF PROVIDER WITH RESPECT TO THE HARDWARE COMPONENTS ARE STRICTLY LIMITED TO THE REPLACEMENT OF ANY DEFECTIVE HARDWARE COMPONENT. IN NO EVENT AND UNDER NO CIRCUMSTANCES WILL THE LIABILITY OF PROVIDER EXCEED THE UNIT PRICE PAID BY CUSTOMER FOR ANY DEFECTIVE HARDWARE COMPONENT OR PART THEREOF.

EXCEPT AS EXPRESSLY SET FORTH HEREIN OR IN A SCHEDULE TO THE AGREEMENT, THE SERVICES AND ANY HARDWARE COMPONENT TO BE PROVIDED HEREUNDER ARE PROVIDED WITHOUT ANY OTHER WARRANTY OR GUARANTY OF ANY KIND AND PROVIDER DISCLAIMS ANY OTHER EXPRESS OR IMPLIED WARRANTY, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

OWNERSHIP AND USE. The Video Visitation System and Software will at all times remain Provider's sole and exclusive property. Provider (or Provider's licensors, if any) have and will retain all right, title, interest, and ownership in and to (i) the Software and any copies, custom versions, modifications, or updates of the Software, (ii) all related documentation, and (iii) any trade secrets, know-how, methodologies, and processes related to Provider's Applications, the Video Visitation System, and Provider's other products and services (the "Materials"). The Materials constitute proprietary information and trade secrets of Provider and its licensors, whether or not any portion thereof is or may be the subject of a valid copyright or patent.

LEGALITY/LIMITED LICENSE AGREEMENT: For services related to applications which may allow Customer to monitor and record inmate visitation sessions, by providing the application, Provider makes no representation or warranty as to the legality of recording or monitoring such sessions. Customer may utilize settings to disable the monitoring and recording function to prevent monitoring and recording of private sessions (i.e., attorney client privileged communications, clergy visits, etc.) which will be Customer's sole responsibility to identify, approve and disable. Further, Customer retains custody and ownership of all recordings; however Customer grants Provider a perpetual limited license to compile, store, and access recordings for purposes of (i) complying with the requests of officials at the Facility, (ii) disclosing information to requesting law enforcement and correctional officials as they may require for investigative, penological or public safety purposes, (iii) performing billing and collection functions, or (iv) maintaining equipment and quality control purposes. This license does not apply to recordings of inmate visitation sessions with their attorneys or to recordings protected from disclosure by other applicable privileges.

IN WITNESS WHEREOF, the parties have caused this Video Visitation Schedule to be executed as of the Schedule Effective Date by their duly authorized representatives.

<u>CUSTOMER:</u> Walla Walla County Jail By: _____ Name: _____ Title: _____	<u>PROVIDER:</u> Securus Technologies, Inc. By: _____ Name: Robert Pickens Title: President
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**Schedule: ConnectUs Inmate Service Platform
Walla Walla County Jail**

This Schedule is between Securus Technologies, Inc. ("Provider"), and Walla Walla County Jail ("Customer") and is part of and governed by the Master Services Agreement (the "Agreement") between the parties. The terms and conditions of the Agreement are incorporated herein by reference. This Schedule will be coterminous with the Agreement ("Schedule Effective Date").

CONNECTUS INMATE SERVICE PLATFORM

DESCRIPTION:

ConnectUs Inmate Service Platform. ConnectUs is a secure, comprehensive inmate communications and services platform that allows for the consolidation of assorted inmate activities in a single, unified interface with a customized mix of applications ("Applications"). ConnectUs allows inmates to use multiple Applications at the same time and automatically prioritizes scheduled communications events to take precedence over non-scheduled events.

GENERAL TERMS AND CONDITIONS:

1. PROVISION OF SERVICE

Provider will make the following Services available to Customer through its ConnectUs Inmate Service Platform (collectively, the "Service") at the Facility(s) during the Term of the Agreement, subject to the terms of the Agreement, this Schedule and each mutually acceptable written ordering document for the Service executed by both Customer and Provider (each, a "Sales Order Form"): (a) the services ordered by Customer as specified in the Sales Order Form attached hereto as Attachment 1 and incorporated herein by this reference; and (b) any additional services ordered pursuant to a mutually acceptable amendment to the Agreement executed by both Customer and Provider.

2. GRANT OF RIGHTS; OWNERSHIP OF PROPERTY; USE AND RESTRICTIONS

2.1 Grant of Rights. Subject to the terms of the Agreement and this Schedule: (a) Provider hereby grants Customer a non-exclusive, non-transferable right during the Term of the Agreement to access and use the Service solely for Customer's internal business purposes as contemplated herein, subject to the Service scope and pricing specified herein and the applicable Sales Order Form; and (b) Customer hereby grants Provider a non-exclusive, non-transferable right to use the electronic data specifically pertaining to Customer and/or its users that is submitted into the Service (collectively, "Customer Data") as necessary for the limited purpose of performing the Service.

2.2 Ownership. Provider and its licensors and suppliers own and retain all right, title, and interest in and to the following (collectively, "Provider Property"): (a) the Service and all other software, hardware, technology, documentation, and information provided by Provider in connection with the Service; (b) all ideas, know-how, and techniques that may be developed, conceived, or invented by Provider during its performance under the Agreement; and (c) all worldwide patent, copyright, trade secret, trademark and other intellectual property rights in and to the property described in clauses (a) and (b) above. Except as otherwise expressly authorized herein or by Provider in writing, the non-exclusive use rights set forth in the Agreement are the entirety of Customer's rights in connection with the Provider Property. Customer owns and retains all right, title, and interest in and to the Customer Data and all intellectual property rights therein. Except as otherwise expressly authorized herein or by Customer in writing, the non-exclusive use rights set forth in the Agreement are the entirety of Provider's rights in connection with the Customer Data.

2.3 Use and Restrictions.

(a) Except as expressly permitted under the Agreement or this Schedule, Customer will not directly or indirectly do any of the following: (i) access, use, sell, distribute, sublicense, or commercially exploit any Provider Property or any rights under the Agreement, including without limitation any access or use of any Provider Property; (ii) knowingly introduce any infringing, obscene, libelous, or otherwise unlawful data or material into the Service; (iii) copy, modify, or prepare derivative works based on Provider Property; (iv) reverse engineer, decompile, disassemble, or attempt to derive source code from any Provider Property; or (v) remove, obscure, or alter any intellectual property right or confidentiality notices or legends appearing in or on any aspect of any Provider Property.

- (b) At Provider's sole and reasonable discretion, certain of the selected Applications will be made available only during times which would not otherwise interfere with the use of Provider's revenue generating Applications and services.
- (c) Applications ordered by Customer may be disabled by Customer at any time during the Term of the Agreement upon written notice to Provider by an authorized representative of Customer; provided, however, Customer will remain responsible for paying the Annual Subscription and Hosting Fee according to the Agreement, this Schedule and Sales Order Form(s) set forth in Attachment 1, unless otherwise agreed by both parties pursuant to a written and signed amendment.
- (d) Provider may deny the publication of certain documents, videos or forms in connection with the Service, if in Provider's sole and reasonable discretion, such materials are in conflict with the provision of Provider's Service hereunder.
- (e) Customer will allow Provider to display videos, documents and digital messages to inmates through ConnectUs to promote Provider's new and existing services, products and features.
- (f) Provider is not responsible and hereby disclaims any liability for any and all content of the third party Applications and any documents, videos or forms published by Customer or from outside sources.

3. FEES AND PAYMENT TERMS

- 3.1 Securus will fund the upfront Total Cost of Customer's Investment. If the Agreement is terminated for any reason before the end of the Term, Customer will refund the prorated amount of the Total Cost as set forth in the attached Sales Order Form. Customer will pay such refund within 10 days after such termination, or, at Provider's election, Provider may deduct the refund from any Commission owed to Customer.
- 3.2 Provider's fees do not include any governmental taxes, assessments, fees, or duties that may be applicable in connection with the transactions contemplated by this Schedule ("Taxes"). Customer will be responsible for paying all Taxes, except for taxes based on Provider's net income or its authority to do business within a given jurisdiction. If Provider has a legal obligation to pay or collect Taxes for which Customer is responsible under this Schedule, then the appropriate amount will be invoiced to and paid by Customer, unless Customer specifies in the applicable Sales Order Form that it claims tax exempt status for amounts due under the Agreement and provides Provider a valid tax exemption certificate (authorized by the applicable governmental authority) at least five (5) business days prior to the date of the applicable Provider invoice.
- 3.3 Customer will be responsible for all Jail Management System and Commissary integration fees, if applicable, as well as electrical wiring installation.

4. WARRANTIES AND LIMITATIONS

4.1 Service Warranties.

- (a) Provider warrants that the services it provides as contemplated in and by this Schedule will be performed in a good and workmanlike manner consistent with industry standards and practices. Provider further warrants that its agent(s) and/or employee(s) utilized by it in the performance of its obligations under this Schedule will be qualified to perform the contracted services. Should any errors or omissions arise in the rendering of the services under this Schedule, Provider will undertake to correct such errors or omissions within a reasonable time period. If Customer purchases from Provider any hardware components in connection with the services hereunder ("Hardware Components"), Provider warrants such components to be free from material defects under normal use, maintenance and service for a period of twelve (12) months from the date of installation of the Hardware Components.
- (b) Provider makes no warranty with respect to low performance, damages or defects in any Hardware Component caused by misuse, misapplication, neglect or accident, nor does Provider make any warranty as to any Hardware Component that has been repaired or altered in any way, which, in the sole judgment of Provider affects the performance or purpose for which the Hardware Component was manufactured.

4.2 Limitation of Warranty.

- (a) THE WARRANTY OBLIGATIONS OF PROVIDER WITH RESPECT TO THE HARDWARE COMPONENTS ARE STRICTLY LIMITED TO THE REPLACEMENT OF ANY DEFECTIVE HARDWARE COMPONENT. IN NO EVENT AND UNDER NO CIRCUMSTANCES WILL THE LIABILITY OF PROVIDER EXCEED THE UNIT PRICE PAID BY CUSTOMER FOR ANY DEFECTIVE HARDWARE COMPONENT OR PART THEREOF.
- (b) EXCEPT AS EXPRESSLY SET FORTH HEREIN OR IN A SCHEDULE TO THE AGREEMENT, THE SERVICES AND ANY HARDWARE COMPONENT TO BE PROVIDED HEREUNDER ARE PROVIDED WITHOUT ANY OTHER WARRANTY OR

GUARANTY OF ANY KIND AND PROVIDER DISCLAIMS ANY OTHER EXPRESS OR IMPLIED WARRANTY, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

- 4.3 Professional Responsibility. As between Customer and Provider, Customer assumes full responsibility for the use of information provided through the Application(s) for patient care. Clinical information, if any, in the Applications is intended as a supplement to, and not a substitute for, the knowledge, expertise, and judgment of professional personnel. Customer acknowledges that the professional duty to the patient in providing healthcare services lies solely with the healthcare professional providing patient care services. Provider disclaims liability for the use of any information provided by, or results obtained from, the Applications used by professional personnel. Provider, its affiliates and licensors, are not liable for actions of Customer or its authorized users, which may result in any liability due to malpractice or failure to warn. Provider provides no medical or other professional advice in connection with the Applications and the information contained therein. The parties acknowledge that a licensed professional is responsible for independently reaching any medical or other professional judgment and for any resulting diagnosis and treatments, notwithstanding any use of the Applications by such professional.

EXECUTED as of the Schedule Effective Date.

<u>CUSTOMER:</u> Walla Walla County Jail By: _____ Name: _____ Title: _____	<u>PROVIDER:</u> Securus Technologies, Inc. By: _____ Name: Robert Pickens Title: President
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SALES ORDER FORM SERVICE DESCRIPTIONS

APPLICATIONS

Through ConnectUs, Provider offers the following Applications. (The Applications specifically ordered by Customer are reflected on the Price Page, which follows.)

Video Visitation Application

The ConnectUs Video Visitation Application provides video face-to-face visits between inmates and the inmates' friends and family members and also allows the inmate to view upcoming scheduled visits using the ConnectUs touch screen. This Application requires an executed agreement between Provider and Customer for Provider's Securus Video Visitation.

Phone Call Application

The ConnectUs Phone Call Application allows inmates to place calls, which go through Provider's centralized Secure Call Platform ("SCP") simply by pressing the Phone Call icon on the touch screen of ConnectUs. This Application requires an executed agreement between Provider and Customer for Provider's SCP Call Platform.

Inmate Forms (Grievance) Application

The Inmate Forms (Grievance) Application facilitates the systematic receipt, routing and categorization of grievance situations and offers a tracking system that improves response times and metrics useful in assessments and resource allocations. Provider will retain and provide Customer access to the data for the term of the Agreement.

Third Party Vendor Commissary Application

The ConnectUs Third Party Vendor Commissary Application provides an automated means for inmates to order commissary goods through Customer's third-party commissary provider.

Website Education Application (URL)

The ConnectUs Website Education Application makes Customer-approved third party educational websites available to inmates.

Inmate Videos Application (.MP4)

The ConnectUs Inmate Videos Application enhances communications with inmates by allowing multiple Customer-approved videos.

Inmate Handbook Application (.PDF)

The ConnectUs Inmate Handbook Application publishes common PDF documents to inmates (e.g., the Inmate Handbook) for up-to-date access to Customer information.

Emergency Visitation Application

The ConnectUs Emergency Visitation Application allows inmates to initiate a request for a video call with Customer staff to report an emergency situation.

Sick Call Application

The ConnectUs Sick Call Application allows inmates to report symptoms to Customer health officials by completing a "sick form" that identifies the inmate's symptoms.

Self-Op Commissary Ordering Application

The ConnectUs Self-Op Commissary Ordering Application allows Customer to configure its commissary product line within ConnectUs giving inmates an automated means to order commissary goods.

Job Search Application

The ConnectUs Job Search Application allows inmate job-seekers access to local, regional and national jobs of all types and level of experience.

Law Library Application

The ConnectUs Law Library Application allows inmates to perform legal research through a comprehensive collection of state and federal laws, including resources pertaining to constitutions, statutes, cases and more.

SALES ORDER FORM PRICE PAGE**Securus Inmate Services Platform - Price List**

Hardware	Video Visitation Terminals - Single Handset (Inmate)	One Time	\$ 4,000	12	\$ 48,000
	Video Visitation Terminals - Single Handset (Visitor)	One Time	\$ 4,000	0	\$ -
	Video Visitation Terminals - Dual Handset (Visitor)	One Time	\$ 4,250	1	\$ 4,250
	Mobile Cart, Including UPS Battery Backup	One Time	\$ 1,440	0	\$ -
Installation and Implementation (Software Application is one time per App, per contract)	Networking Wiring	One Time	\$ 500	13	\$ 6,500
	Electrical Wiring*	One Time	\$ 1,500	0	\$ -
	Hardware Installation	One Time	\$ 500	13	\$ 6,500
	JMS and 3rd Party Vendor Integration**	One Time	\$ -	0	\$ -
	Software Application Setup:	One Time			
	- Securus Video Visitation Application	One Time	\$ -	1	\$ -
	- Phone Call Application	One Time	\$ -	0	\$ -
	- Inmate Forms Application (Grievance)	One Time	\$ -	1	\$ -
	- Inmate Handbook Application (.PDF)	One Time	\$ -	1	\$ -
	- Third Party Vendor Commissary Application	One Time	\$ -	1	\$ -
	- Website Education Application (URL)	One Time	\$ -	0	\$ -
	- Inmate Videos Application (.MP4)	One Time	\$ -	0	\$ -
	- Self-Op Commissary Ordering Application	One Time	\$ -	0	\$ -
	- Emergency Visitation Application	One Time	\$ -	0	\$ -
	- Inmate Sick Form	One Time	\$ -	0	\$ -
	Job Search Application	Recurring	\$ -	0	\$ -
	Law Library Application	Recurring	\$ -	0	\$ -
Annual Subscription and Hosting Fee (per App, per Terminal, per year)	Securus Video Visitation Application	Recurring	\$ -	13	\$ -
	Phone Call Application	Recurring	\$ -	0	\$ -
	Inmate Forms Application (Grievance)	Recurring	\$ 5,000	1	\$ -
	Inmate Handbook Application (.PDF)	Recurring	\$ 5,000	1	\$ -
	Third Party Vendor Commissary Application	Recurring	\$ 5,000	1	\$ -
	Website Education Application (URL)	Recurring	\$ -	0	\$ -
	Inmate Videos Application (.MP4)	Recurring	\$ -	0	\$ -
	Self-Op Commissary Ordering Application	Recurring	\$ -	0	\$ -
	Emergency Visitation Application	Recurring	\$ -	0	\$ -
	Inmate Sick Form	Recurring	\$ -	0	\$ -
	Job Search Application	Recurring	\$ -	0	\$ -
	Law Library Application	Recurring	\$ -	0	\$ -
Misc.	Annual Terminal Extended Hardware Maintenance	Recurring	\$ 500	13	\$ 6,500
	Recurring Telecom	Recurring	\$ 5,040	0	\$ -
	Recording Retention (30 days)	One Time	\$ 100	12	\$ 1,200
	On-Site Training (per day)	One Time	\$ 2,000	2	\$ 4,000
				Term:	7
				One-Time Cost	70,450
				Annual License & Maintenance Cost (per year)	6,500
				Total Cost:	\$ 115,950
					\$ -
				Securus Investment	\$ 115,950

* Customer responsible for electrical wiring

** Customer responsible for JMS/Commissary Integration Fees, if applicable

Securus will fund the upfront and recurring Total Cost of Customer's Investment. If the Agreement is terminated for any reason before the end of the Term, Customer will refund the prorated amount of the Total Cost as set forth in the chart above. Customer will pay such refund within 10 days after such termination, or, at Provider's election, Provider may deduct the refund from any Commission owed to Customer.

Provider will deploy a Third Party Vendor Commissary Application, once an agreement has been executed by and between Provider and Customer's commissary operator for such application.

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF
APPOINTMENT OF JIM
PETERSON TO THE WALLA
WALLA FAIR AND FRONTIER
DAYS BOARD OF DIRECTORS

}

RESOLUTION NO.

WHEREAS, pursuant to the bylaws in effect, terms of appointment for members of the Walla Fair and Frontier Days Board of Directors ("fair board") terminate following the September meeting of the fair board; and

WHEREAS, the term of appointment for Director Linda Miller will terminate in September, 2017, and said Director is not eligible to serve another term on the fair board; and

WHEREAS, applications for the opening on the fair board were sought through a public process; and

WHEREAS, in accordance with bylaws, the Walla Walla Fair and Frontier Days Board of Directors submitted a list of nominees to the Board of Walla Walla County Commissioners for consideration to fill said vacancy; and

WHEREAS, the Board of County Commissioners conducted interviews of said potential fair board members during a public meeting of the Board on July 24, 2017; and

WHEREAS, during a public meeting of the Board of County Commissioners on July 25, 2017, a motion was approved to appoint Jim Peterson to the fair board; now therefore

BE IT HEREBY RESOLVED by this Board of Walla Walla County Commissioners that they do hereby formally appoint Jim Peterson to an initial three year term on the Walla Walla Fair and Frontier Days Board of Directors, said term of appointment, pursuant to the bylaws, to be effective subsequent to the September, 2017 meeting of the fair board and to expire after the September, 2020 fair board meeting.

*"Passed this **31st day of July, 2017** by Board members as follows: Present or Participating via other means, and by the following vote: Aye Nay Abstained Absent."*

Attest:

Connie R. Vinti, Clerk of the Board

James L. Duncan, Chairman, District 3

James K. Johnson, Commissioner, District 1

Todd L. Kimball, Commissioner, District 2

*Constituting the Board of County Commissioners
of Walla Walla County, Washington*

COUNTY COMMISSIONERS (continued)

f) Consent Agenda Items (continued):

- 6) County warrants as follows: _____
through _____, totaling \$ _____
(payroll draws dated July 14, 2017);
_____ through _____,
totaling \$ _____ (July payroll);
_____ through _____, totaling
\$ _____ (benefits and deductions);
and 4188621 through 4188622 totaling
\$267,280.25 (ER&R); and 4188623 in
the amount of \$500.00 (Elections postage)
- 7) Payroll action and other forms requiring
Board approval

g) Action Agenda Items:

- 1) Proposal 2017 07-31 SHE
Formalizing approval to apply
for Washington State Association
of Sheriffs and Police Chiefs
Emergency Traffic Safety Funds
- h) Miscellaneous business to come
before the Board
- i) Review reports and correspondence;
hear committee and meeting reports
- j) Review of constituent concerns/possible
updates re: past concerns



MEMO

Date: July 26, 2017

Proposal ID. 2017 07-31 SHE

To: BOCC

From: John Turner, Walla Walla County Sheriff

Intent – Decision

Topic – Approval to apply for Washington State Association of Sheriffs and Police Chiefs Emergency Traffic Safety Funds

Summary

See attached memo and completed grant questionnaire dated July 25, 2017

Cost

Up to \$1,000

Funding

Reimbursable grant.

Alternatives Considered

Acquisition Method

Security

Access

Benefits

Conclusion/Recommendation

The grant is a first come, first served application process. Jim Duncan, Chair of the Board of County Commissioners, signed the grant questionnaire approving the Sheriff's Office applying for the grant on behalf of the County. Request and recommend that the Board of County Commissioners formally approve the the Sheriff's Office applying for Washington State Association of Sheriffs and Police Chiefs Emergency Traffic Safety Funds.

Submitted By

Disposition

____ Approved

John Turner, County Sheriff 7-27-17

____ Approved with modifications

Name Department Date

____ Needs follow up information

BOCC Chairman

Date

Additional Requirements to Proposal

___ Modification

___ Follow Up



John A. Turner
Sheriff

WALLA WALLA COUNTY SHERIFF'S OFFICE

240 West Alder Street, First Floor
Walla Walla, WA 99362-0220

Sheriff's Office (509) 524 - 5400
Fax (509) 524 - 5480
Dispatch (509) 527 - 3265
Burbank Dispatch (509) 545 - 8441
Toll Free (866) 527 - 3266
Email: sheriff@co.walla-walla.wa.us

Matthew H. Brown, *Chief Criminal Deputy*
Shanda J. Zessin, *Chief Civil Deputy*

Memorandum

Date: July 25, 2017

To: Board of County Commissioners

From: Ron Varner, Crime Analyst Technician 

RE: WASPC Emergency Traffic Safety Equipment Grant

The Walla Walla County Sheriff's Office is requesting to apply for an WASPC one time grant for up to \$1,000.00 for reimbursement for Traffic Safety Equipment. This is a first come, first served grant opportunity so time is of the essence regarding applying for the grant.

The Sheriff's Office will utilize any funds granted for procurement of portable breath testers, lidars or radars. No matching funds are necessary for this grant. The item(s) must be purchased and then WASPC will reimburse for the purchase up to \$1,000.00.

Walla Walla County
GRANT QUESTIONNAIRE

Date: 07/25/2017

Office/Department: WWSO

Contact Person: Ron Varner

- 1) Name of Grant/Program Emergency Traffic Safety Funds
- 2) New Grant ☒ Renewing Grant ☐ Term (# of years) NA
- 3) Is the grant unchanged, and does not require Current Expense funding?
(If Y, please skip to number 24) Y ☐ N ☐
- 4) How will this grant benefit the county's citizens?
This grant provides additional portable breath testers, radars and lidars for traffic enforcement. Increased ability to identify possibly intoxicated motorists and speeders helps to prevent collisions saving the county's citizens repair costs, health care expenses and even save lives.
- 5) Is this a program grant or an equipment grant?
Equipment grant
- 6) Is this a "one-time only grant" or is it renewable? If renewable, how long is grant anticipated to last?
One time only
- 7) If this is a new grant how will the grant support a current program OR how will the program change?
This new grant supports current traffic enforcement by providing new and more equipment to use in the field to help make our roadways safer.
- 8) Does this grant require up front funds? Y ☐ N ☒
If so, what is the source of the up-front funds needed to cover costs prior to initial and continuing reimbursements being received?

- 9) How many employees (new or current) will be paid by the grant? N ☐ C ☐ NA ☐
a. If this grant requires new hire(s) and grant ends, how will unemployment costs be funded? _____

- 10) Will the grant require matching funds; i.e., in-kind, cash, Employment Security, Social Security, FICA, PERS, etc? Y_____ N X If so, what?

- 11) Would the grant allow for an annual COLA in salary, increase in medical insurance premiums or increases in any personnel benefits? Y_____ N NA
- 12) What fund would support a cash match (if required)? NA
- 13) If required what is the TOTAL cost of the match over the life of the grant? NA
- 14) What fund would support the administration of the grant? Currently funded staffing
- 15) Will the grant allow for the County cost allocation plan to be funded? Y_____ N X
- 16) Would the grant require the county to provide office space and/or additional equipment to administer the program? If so, what are the requirements?
No

- 17) Would the program require use of a county vehicle or personal vehicle? Y X N _____
- 18) If so, would the grant provide for the cost of the automobile and/or liability insurance?
Y_____ N X
- 19) Would the grant require activities by other county offices/departments? (i.e. legal review, technology services assistance, new BARS numbers.) Y_____ N X If so, what activities?
These small equipment grants have been received previously by the WWSO. The funds will be reimbursed after the purchase of the equipment.
- 20) Would acceptance and completion of the grant project in any way OBLIGATE the County to create/enact new ordinance or policies? Y_____ N X If so, what obligations?

- 21) Does this grant project include any activities that may fall outside the county's standard policies (personnel policies on travel, hours of work, training required, reimbursement for meeting refreshments, paying for meeting space, etc.?)
No

- 22) Will outside consultants be solicited to work on the grant and if so, is a process in place for appropriate selection and oversight of consultant activities? Y _____ N X If so, what is the funding source for consultant fees?

- 23) For a program grant, how would the program be funded after the grant expires? (It should be understood that once grant funding ends, either the program ceases OR the funding for the program needs to be absorbed within the department's or office's existing budget) **OR** justification must be provided that the program has been and will continue to save or benefit taxpayers.

NA

- 24) Please provide (attached to questionnaire) a synopsis of the grant or a copy of the fact sheet.

Please feel free to submit additional information as needed.

Please see attached notification of grant availability.

THANK YOU FOR YOUR CONSIDERATION,

Official signature of requesting office/department:



Elected Official/Department Head

Date

7/26/17

FOR COMMISSIONERS' OFFICE USE ONLY

Approved by: 

Chair, Board of County Commissioners

Date

7/27/17

- Copies to: 1) Requesting Office/Department
2) Susan Dombrosky, Auditor's office
3) Commissioners' File



WASHINGTON ASSOCIATION OF SHERIFFS AND POLICE CHIEFS

GET THE WORD OUT (GTWO)

July 17, 2017

WASPC has Emergency Traffic Safety Funds available for equipment purchases. These funds have accumulated as a result of returned or unused grant awards. As a result the Traffic Safety committee is now making these funds available to those who apply on a **first come first serve** basis with a maximum allowance per agency of \$1,000. Items that can be purchased are FSTs (\$500 per unit allowance) and radars (\$799 per unit allowed for handheld \$1,000 other radars). The following stipulations apply:

1. Funds are to be used only for Traffic Safety purposes. **Funds will not be awarded if the request is to replace equipment.**
2. WASPC will only reimburse up to the amount allowed per unit (noted above).
3. Your agency must be able to expend the funds within the given deadline, equipment must be received by **August 31, 2017.**

We will be accepting applications for these funds beginning at **8:00 a.m. on July 21, 2017.** If you are interested in applying, **e-mail** a letter of interest outlining the requested items along with their corresponding price. You do not need an estimate from your intended vendor. **No fax or mailed requests will be accepted.** All requests must be emailed to Nancy Morris at the WASPC office nmorris@waspc.org . **Any requests received prior to the date and time mentioned will not be accepted.** You will be notified of approval by email.

Upon approval, all paperwork (A-19 form and invoices) must be turned in to the WASPC office by Friday, September 12, 2017. If you have any questions please contact Nancy Morris at 360-486-2387.

9:45

COMMUNITY DEVELOPMENT DEPARTMENT

Tom Glover

- a)** Presentation re activities of the
Community Development Department



Walla Walla County Community Development Department

Mission Statement:

The Community Development Department exists to guide growth for Walla Walla County by ensuring awareness of regulations pertaining to the general health, safety and welfare of the public.

We do this through the application and enforcement of adopted codes and policies with a commitment to consistent professional service in order to maintain quality of life.

Walla Walla County Community Development Department

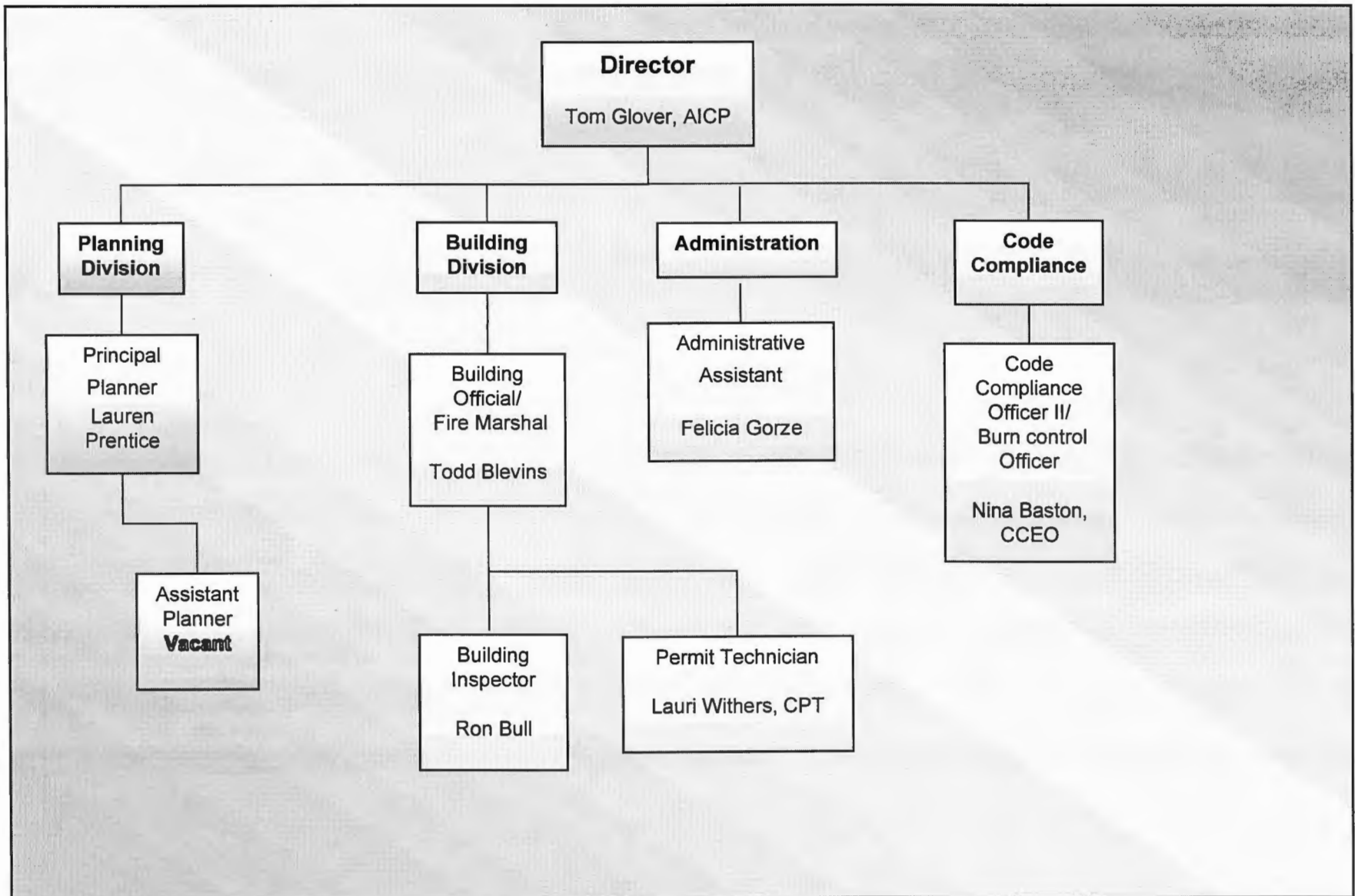
310 W. Poplar Street, Walla Walla, WA 99362 / 509.524.2610 Main



What do we do?

- Land Use Planning:
 - Current & Long Range Planning
- Building Permitting/Construction Inspection:
 - Plan Review, enforce building and fire codes
- Code Compliance:
 - Nuisance Code, Chap. 8.24 WWCC

Board of County Commissioners



Land Use Planning



Directed by the Washington State Growth Management Act:

- Comprehensive Plan: the policies
 - Updated in 2007
 - Next update due June 30, 2018 (including UGAs)
- Development Code: the zoning and regulations
 - Last updated in 2008 & 2009 to implement the Comp. Plan.
- Annual Amendment Process

New and Upcoming



- 2017 – new wedding and event center regulations
- Voluntary Stewardship Program (VSP)
- Shoreline Master Program (SMP) Update
 - *3+ year process*
 - *Walla Walla, Snake, Columbia, and Touchet Rivers, Mill Creek, Yellowhawk Creek (newly designated). Dry Creek will be removed.*
 - *Hoping for Department of Ecology approval soon, then it will go into effect*
- 2018 Comprehensive Plan Update
 - *Will evaluate urban growth areas*

Trends

- Continued growth in wine industry.
- Burbank: Port of WW & private dev.
- Housing.



Revenue & Permit Stats



Jan. 1 – May 31

<u>Year</u>	<u>Rev.</u>	<u>Plan.</u>	<u>Bldg/SFR</u>	<u>Burn</u>
2017:	\$131,763	35	89/11	194
2016:	\$109,476	27	101/11	307
2015:	\$145,148	23	126/21	320
2014:	\$130,324	20	95/16	264

Building & Construction Permitting



- Technical support for customers
- Building permit applications
- Plan Review
- Field Inspections - daily
- Verify Contractor Registration
- Local, State, and International Building Codes

Building Permit Review ...

- Length of time depends on the type of permit you're applying for, and the location of your property.
 - Commercial or Residential?
 - Critical Area Review? (Qualified Professional)
 - Conditional Use Permit required?
 - Variance? (*very difficult to get*)
 - Floodplain Development Permit?
 - SEPA environmental review?
 - Engineering required?



Code Compliance Program



Chap. 8.24 - Debris & Excess Vegetation:

Cases opened in	2015:	120
	2016:	108
	2017:	60 (to date)

Cases closed in	2015:	110
	2016:	117
	2017:	49 (to date)

Citizen Response Module – eTRAKiT

www.co.walla-walla.wa.us Code Complaint Form – Citizen driven

Burn Control

- Residential Burn Line: (509) 524-2612
- Recreational Burns: No permit
- Fence Line Burns: No permit
- Burn Barrels: *Illegal!*
- Residential Burns: \$35 (3X4X2)
- Bonfires: \$100 permit
- Agricultural Burning: Consv. Dist.

Burn permits call: (509) 524-2616



A few pointers for success:



- First, contact us for a pre-app meeting. We strongly encourage people to do this prior to signing leases or buying property.
- Zoning, setbacks and other dimensional stnds.
- Health Dept. and PW requirements (can also limit the ability to develop property)
- No placeholders. Submit entire packet at once, no trickling in documents as you get them completed.

On-site inspections conducted daily, but call the day before to get on the next day's schedule.

Honey Spector



WELL, LIKE I SAID EARLIER, IT'S NOT REALLY A PASS OR FAIL KIND OF INSPECTION. IT'S MEANT TO ADDRESS SAFETY ISSUES AND HELP YOU BECOME MORE AWARE OF THE ACTUAL CONDITION OF THE HOME.



Walla Walla County eTRAKiT Application/Issue Portal

GOOD NEWS!

eTRAKiT is available for our customers and general public
- Unincorporated County only -

- Submit applications for over the counter permits like reroofs, plumbing, and mechanical permits.
- Submit requests for inspections, make permit and project payments.
- Check inspection results, permit and project review progress.
- Can be used to research property (see past permit and project records) – quicker than formal public records requests

www.co.walla-walla.wa.us

...navigate to Community Development (Planning), then click on [eTRAKiT web portal](#)

Customer Service Hours

- Monday 8 – 4
- Tuesday 8 – 4
- Wednesday 8 – 3:30
- Thursday 8 – 4
- Friday 8 – 4
- *Open during the lunch hour!*

Staff Hours:

- Bldg Inspectors: 7a – 4p
- Everyone else: 8a – 5p



Where to find information?



- 310 West Poplar Street, Suite 200
(corner of 5th & Poplar, 2nd floor)
- On the web: www.co.walla-walla.wa.us
- Email:
commdev@co.walla-walla.wa.us
permits@co.walla-walla.wa.us → Permit/Doc submittals
- Phone, Main line: (509) 524-2610
- Inspection Requests: (509) 524-2611

10:15

PUBLIC WORKS DEPARTMENT

Randy Glaeser

a) Consent Agenda Items:

- 1) Resolution _____ - Setting a public hearing date for a franchise request for Inland Power and Light Company to construct, operate, and maintain a utility system within county road right of way, in Walla Walla County, Washington
- 2) Execute Contract for Touchet Gardena Road Project with Blue Mountain Paving Company

b) Department update and miscellaneous

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF SETTING A PUBLIC
HEARING DATE FOR A FRANCHISE
REQUEST FOR INLAND POWER AND
LIGHT COMPANY TO CONSTRUCT,
OPERATE, AND MAINTAIN A UTILITY
SYSTEM WITHIN THE COUNTY ROAD
RIGHT OF WAY, IN WALLA WALLA
COUNTY, WASHINGTON

RESOLUTION NO.

WHEREAS, Inland Power and Light Company has requested a franchise to construct, operate, and maintain a utility system within the public right of way in Walla Walla County; now therefore

BE IT HEREBY RESOLVED by this Board of Walla Walla County Commissioners that a public hearing date be set for August 21, 2017 in the Commissioners' Chambers, County Public Health and Legislative Building, located at 314 West Main Street, Walla Walla, Washington, at the hour of 10:30 a.m. or as soon thereafter as such hearing may be held.

Passed this 31st day of July, 2017 by Board members as follows: Present or Participating via other means, and by the following vote: Aye Nay Abstained Absent.

Attest:

Connie R. Vinti, Clerk of the Board

James L. Duncan, Chairman, District 3

James K. Johnson, Commissioner, District 1

Todd L. Kimball, Commissioner, District 2

*Constituting the Board of County Commissioners
of Walla Walla County, Washington*

**Walla Walla County Public Works
PO Box 813
Walla Walla, WA 99362**



To: Board of County Commissioners

From: Randy Glaeser, Public Works Director

Date: 26 July 2017

Re: Director's Report for the Week of 24 July 2017

Board Action: 31 July 2017

Resolutions:

In the Matter of Setting a Hearing Date for Inland Power for a Franchise to Construct, Operate and Maintain a Utility System within the County Right of Way in Walla Walla County

ENGINEERING:

- Mill Creek FH: Finalizing special provisions. Requesting project extension through FHWA.
- Blue Creek Bridge: Finalizing special provisions. Completed Environmental commitment summary for FHWA.
- Pflugrad Bridge: Reviewing Biological Assessment (BA).
- Pemberton Bridge: Work to begin 21 August.
- Mill Creek Road MP 1.1 to MP 3.96: Acquisition will begin as time allows.

MAINTENANCE/FLEET MANAGEMENT:

- Crews conducting routine maintenance.
- Conducted monthly crew meetings with the Director.

ADMINISTRATION:

- Working with HR to bring Prothman on board to assist with Chief of Road Operations recruiting effort.

10:30

PROSECUTING ATTORNEY

Jim Nagle/Jesse Nolte

- a)** Miscellaneous business for the Board
- b)** Possible executive session re:
litigation or pending or potential
litigation (pursuant to RCW 42.30.110(i))

- a) Department update and miscellaneous
- b) **Active Agenda Items:**
 - 1) Possible discussion/decision re: any pending claims against the County
- c) Possible executive session re: personnel (pursuant to RCW 42.30.110(g)), collective bargaining negotiations (pursuant to RCW 42.30.140(4)(b)), and/or litigation or pending or potential litigation (pursuant to RCW 42.30.110(i))

11:00

EMERGENCY MEDICAL SERVICES

Heather Lee

- a)** Department update and miscellaneous

11:15 COUNTY COMMISSIONERS

- a) Miscellaneous or unfinished business
to come before the Board

12:00 RECESS

1:30 COUNTY COMMISSIONERS

- a) Miscellaneous or unfinished business
to come before the Board

- A D J O U R N -

Walla Walla County is ADA compliant. Please contact TTY: (800) 833-6384 or 7-1-1 or the Commissioners' Office at 509/524-2505 three (3) days in advance if you need any language, hearing, or physical accommodation.

Please note that the agenda is tentative only. The Board may add, delete, or postpone items and may take action on an item not on the agenda.