



**MIDDLE RIVER REGIONAL JAIL AUTHORITY BOARD  
QUARTERLY MEETING AGENDA  
October 15, 2019, 2:00 p.m.**

1. Call to Order Timothy Fitzgerald, Chairman
2. Recognitions, Resolutions and Awards
3. Approval of August 6, 2019 Minutes
4. Public Comments

Public Comments are intended as an opportunity for the public to give input on relevant issues and not intended as a question and answer period.

5. Comments from Board Members and Legal Counsel
6. Finance Report
7. Reports and Briefings
  - a. Population Report - Bed Report (Attachment)
  - b. Community Corrections Report (Attachment)
  - c. Staff vacancy Report (Attachment)
8. New Business:
  - a. Executive Summary - Local Inmate Data System (LIDS) Audit
  - b. Executive Summary - Provider Services Update
  - c. Executive Summary – Community Based Corrections Plan
  - d. Award Financial Advisor Contract
9. Closed Session
10. Next meeting is scheduled for **December 4, 2019, 2019 at 2:00 p.m.**



# MIDDLE RIVER REGIONAL JAIL

Serving Staunton, Waynesboro, Harrisonburg and  
the Counties of Augusta and Rockingham

June 4, 2019, 10:00 a.m.

Augusta County Government Center  
18 Government Center Lane  
Verona Virginia 24482

## 1. CALL TO ORDER

Upon determination of a quorum, Mr. Fitzgerald, Chairman, called the June 4, 2019 Middle River Regional Jail Authority Board meeting to order.

### Members Present:

Timothy Fitzgerald, Augusta County Administrator (Chairman)  
Stephen King, Rockingham County Administrator (Vice Chairman)  
Stephen F. Owen, Staunton City Manager  
Eric Campbell, Harrisonburg City Manager  
Jennifer Whetzel, Augusta Assistant County Administrator  
Cameron McCormick, Waynesboro City Finance Director  
Larry Propst, Harrisonburg City Finance Director  
Phillip Trayer, Staunton City Finance Director  
Bryan Hutcheson, Rockingham County Sheriff  
Donald Smith, Augusta County Sheriff  
Matt Robertson, Staunton City Sheriff  
Eric English, Harrisonburg Police Chief

### Members Absent:

Michael G. Hamp, Waynesboro City Manager  
Patricia Davidson, Rockingham County Finance Director  
Joe Harris, Waynesboro City Sheriff

### Facility Staff:

Jeffery Newton, Superintendent, Middle River Regional Jail  
Eric Young, Major of Operations, Middle River Regional Jail  
Lori Nicholson, Major of Support Services, Middle River Regional Jail  
Jeannie Colvin, Finance Director, Middle River Regional Jail  
Faye McCauley, Legal Liaison, Middle River Regional Jail  
Tina Reed, Recorder, Middle River Regional Jail  
Corporal David Bauguess  
Officer Khristina Mellon  
Officer Jennifer Shank  
Officer Micah Prather  
Officer Scott Harlowe

### Others Present:

Roger Wiley, Legal Counsel, Middle River Regional Jail Authority  
Misty Cook, Finance Director, Augusta County  
Captain Jimmy L. Wimer, Rockingham County  
Diane Orndorff, Citizen  
Nancy Insko, Citizen

Rhodes McDavid, Citizen  
Andrew Jenner, Press Journalist

## 2. **RECOGNITIONS, RESOLUTIONS, AWARDS, AND RETIREMENTS**

Major Young recognized all staff that were involved in an incident occurring on March 11, 2019. An inmate had hung himself and all of the following staff were involved in cutting the inmate down and performing CPR until the rescue squad arrived at the facility. Each showed bravery and heroism in their actions. They worked together as a team. The following staff were recognized:

- Corporal David Bauguess
- Officer Khristina Mellon
- Officer Jennifer Shank
- Officer Micah Prather
- Officer Scott Harlowe

Also involved but unable to attend were Sergeant Brad Barker and Officer Joseph Isom.

Mr. Fitzgerald thanked all staff involved on behalf of the Board.

## 3. **APPROVAL OF MINUTES**

Mr. King made a motion to approve the minutes from the April 10, 2019 meeting. Mr. Owen seconded the motion. Approval was **unanimous**.

## 4. **CITIZEN COMMENTS AND COMMUNICATIONS**

There were no public comments at this time.

## 5. **COMMENTS FROM BOARD MEMBERS OR LEGAL COUNSEL**

Mr. Fitzgerald formally introduced Mr. Newton to the Board members. Mr. Newton accepted the position of Superintendent for the Middle River Regional Jail effective June 3, 2019. Mr. Newton gave a brief overview of career and stated he is excited to be here. Mr. Fitzgerald thanked Major Young and Major Nicholson for the hard work and their dedication to keep things running smoothly during the transition.

Mr. Owen introduced Phillip Trayer who has accepted the Finance Director's position with the City of Staunton.

## 6. **FINANCE REPORT**

Ms. Colvin informed the Board that Moseley Architects were awarded the bid for the first phase of the Community Based Corrections Plan. Bid for food items is June 6, 2019.

Ms. Whetzel presented a resolution for Voluntary Group Long Term Insurance Program. Mr. Owen made a motion to approve the resolution. Mr. Campbell seconded the motion. Approval was **unanimous**.

## 7. **REPORTS AND BRIEFINGS**

Major Young reviewed the following reports:

- a. Population Report** – As of June 3, 2019, there is a total of 862 offenders being housed at MRRJ.
- b. Community Corrections Report** – Reviewed and discussed.
- c. Staff Vacancy Report** – Reviewed.

## 8. **NEW BUSINESS**

- a. Community Based Corrections Plan** – The first meeting with Mosely Architects will be held on June 17, 2019.

Mr. Campbell asked for further information on the programs available. Major Young reviewed the programs with the Board. Major Young also stated that the housing areas at MRRJ are set up for indirect supervision not direct supervision.

Mr. Newton and Major Young explained to the Board exactly what the steps are for the Community Based Corrections Plan and how the documentation is put together.

**9. ADJOURNMENT**

With no additional business before the Authority Board, the meeting was adjourned at 3:00 p.m.

**The next Authority Board meeting is scheduled for August 6, 2019 at 2:00 pm**

**Location: Augusta County Government Center Smith Board Room West.**

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Timothy Fitzgerald, Chairman

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	BEG. YR BALANCE	PREVIOUS BALANCE	DEBIT	CREDIT	ENDING BALANCE
	** MIDDLE RIVER REG.JAIL AUTH.**					
	**CASH**					
100-0200	OPERATING CASH	1,206.56-	1,718.90-			1,718.90-
100-1204	BANK OF AMERICA-LGIP	103,425.36	105,931.64			105,931.64
100-1305	FIRST BANK-MRRJA	6,803,577.33	5,575,323.26			5,575,323.26
100-1307	WELLS FARGO BOND ESCROW-MRRJA					
100-1308	US BANK DEBT RES 2014 BONDS-MRRJA	3,477,232.90	3,039,627.33			3,039,627.33
100-1399	AUDIT MARKET VALUE ADJ					
100-1522	UNION FIRST MARKET-MM-MRRJ	1,633,198.32	1,659,658.76			1,659,658.76
	**CASH**	12,016,227.35	10,378,822.09			10,378,822.09
	**ACCOUNTS RECEIVABLE**					
130-3100	ACCOUNTS RECEIVABLE	622,226.22	664,819.87			664,819.87
130-3101	ACCOUNTS RECEIVABLE-REIMBURSEMENT		179.81-			179.81-
	**ACCOUNTS RECEIVABLE**	622,226.22	664,640.06			664,640.06
	**DUE FROM DOC**					
131-3120	DUE FROM DOC					
	**DUE FROM DOC**					
	**NET PENSION ASSET**					
135-3100	NET PENSION ASSET	1,678,926.00	2,500,357.00			2,500,357.00
	**NET PENSION ASSET**	1,678,926.00	2,500,357.00			2,500,357.00
	**DEFERRED OUTFLOWS OF RESOURCES**					
160-8270	DEFERRED OUTFLOWS-PENSION PLAN	1,101,310.00	854,262.59			854,262.59
160-8280	DEFERRED OUTFLOWS-GLI OPEB		60,057.83			60,057.83
160-8290	DEFERRED OUTFLOWS-HI OPEB		39,130.00			39,130.00
	**DEFERRED OUTFLOWS OF RESOURCES**	1,101,310.00	953,450.42			953,450.42
	**FIXED ASSETS**					
190-2510	CONSTRUCTION IN PROGRESS		14,000.00			14,000.00
190-3550	FIXED ASSETS-LAND	612,500.00	612,500.00			612,500.00
190-3551	FIXED ASSETS-BUILDING	45,279,812.29	45,279,812.29			45,279,812.29
190-3552	FIXED ASSETS-EQUIPMENT	3,222,378.54	4,001,571.75			4,001,571.75
190-3559	ACCUMULATED DEPRECIATION	12,491,512.71-	13,647,182.91-			13,647,182.91-
	**FIXED ASSETS**	36,623,178.12	36,260,701.13			36,260,701.13
	TOTAL ASSETS	52,041,867.69	50,757,970.70			50,757,970.70
	**ACCOUNTS PAYABLE**					
200-7100	ACCOUNTS PAYABLE	113,581.91-	123,811.78-			123,811.78-
	**ACCOUNTS PAYABLE**	113,581.91-	123,811.78-			123,811.78-
	**ACCRUED LEAVE**					
201-6535	ACCRUED LEAVE	681,907.52-	912,436.48-			912,436.48-
201-6536	ACCRUED LEAVE-OPEB	1,104,000.00-	1,610,000.00-			1,610,000.00-
201-6537	NET GLI OPEB LIABILITY		525,535.00-			525,535.00-
	**ACCRUED LEAVE**	1,785,907.52-	3,047,971.48-			3,047,971.48-

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	BEG. YR BALANCE	PREVIOUS BALANCE	DEBIT	CREDIT	ENDING BALANCE
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	**ACCRUED INTEREST**					
202-7300	ACCRUED INTEREST	257,326.84-	245,606.56-			245,606.56-
	**ACCRUED INTEREST**	257,326.84-	245,606.56-			245,606.56-
	**DEFERRED INFLOWS OF RESOURCES**					
210-8270	DEFERRED INFLOWS-PENSION PLAN	622,599.00-	862,482.00-			862,482.00-
210-8280	DEFERRED INFLOWS-GLI OPEB		58,000.00-			58,000.00-
	**DEFERRED INFLOWS OF RESOURCES**	622,599.00-	920,482.00-			920,482.00-
	**EMPLOYEE FUND**					
230-8200	FUNDS HELD FOR EMPLOYEE FUND	13,118.57-	12,526.25-			12,526.25-
	**EMPLOYEE FUND**	13,118.57-	12,526.25-			12,526.25-
	**BOND PAYABLE**					
250-6530	BOND PAYABLE	21,080,000.00-	20,100,000.00-			20,100,000.00-
250-6531	BOND PREMIUM	3,334,872.80-	3,126,443.25-			3,126,443.25-
	**BOND PAYABLE**	24,414,872.80-	23,226,443.25-			23,226,443.25-
	TOTAL LIABILITIES	27,207,406.64-	27,576,841.32-			27,576,841.32-
	**FUND BALANCE**					
300-9900	FUND BALANCE	24,834,461.05-	23,647,342.34-			23,647,342.34-
	**FUND BALANCE**	24,834,461.05-	23,647,342.34-			23,647,342.34-
	TOTAL PRIOR YR FUND BALANCE	24,834,461.05-	23,647,342.34-			23,647,342.34-
	TOTAL REVENUE		17,519,463.78-			17,519,463.78-
	TOTAL EXPENDITURE		17,985,676.74			17,985,676.74
	TOTAL CURRENT FUND BALANCE					466,212.96
	TOTAL LIABILITIES AND FUND BALANCE		50,757,970.70-			50,757,970.70-

MAJOR ACCT#	DESCRIPTION	BUDGET AMOUNT	CURRENT AMOUNT	Y-T-D AMOUNT	BALANCE	%
000999						
0000	**MIDDLE RIVER REG.JAIL AUTH.*					
015000						
0000	**REV USE OF MONEY & PROPERTY*					
015010						
0001	INTEREST INCOME	100,300.00		171,556.61	71,256.61-	71.04-
0099	INTEREST INCOME-DEBT SVC RES U			43,634.90	43,634.90-	
	**REV USE OF MONEY & PROPERTY*	100,300.00		215,191.51	114,891.51-	114.54-
016050						
0001	EMPLOYEE MEALS	4,000.00		4,751.00	751.00-	18.77-
0002	INMATE PHONE SYSTEM					
0003	INMATE MEDICAL CO-PAY	66,000.00		71,767.29	5,767.29-	8.73-
0004	HOME ELECTRONIC MONITORING	20,000.00		19,815.24	184.76	.92
0005	WORK RELEASE	500,000.00		458,228.41	41,771.59	8.35
0006	INMATE KEEP FEES	260,000.00		216,579.88	43,420.12	16.70
0099	MISCELLANEOUS REVENUE	260,000.00		305,927.58	45,927.58-	17.66-
	EMPLOYEE MEALS	1,110,000.00		1,077,069.40	32,930.60	2.96
019020						
0001	BED RENTALS-STATE & FEDERAL					
0002	LOCAL BED RENTALS	700,000.00		535,062.00	164,938.00	23.56
0003	LOCALITY CONTRIBUTIONS	8,325,130.00		7,819,167.24	505,962.76	6.07
0004	LOCAL WORK FORCE					
0011	RECOVERED COSTS-COMMISSARY FUN					
0012	RECOVERED COSTS-OPERATIONS			130,210.57	130,210.57-	
0013	RECOVERED COSTS-MEDICAL			138,747.86	138,747.86-	
0014	RECOVERED COSTS - STATE & FEDE					
	BED RENTALS-STATE & FEDERAL	9,025,130.00		8,623,187.67	401,942.33	4.45
023020						
0002	COMPENSATION BOARD REIMBURSEME	5,831,469.00		5,851,055.42	19,586.42-	.33-
0003	STATE PER DIEM REIMBURSEMENT	2,277,444.00		1,520,836.00	756,608.00	33.22
0004	STATE CAPITAL REIMBURSEMENT					
9999	AID TO THE COMMONWEALTH-CONTRA					
	COMPENSATION BOARD REIMBURSEME	8,108,913.00		7,371,891.42	737,021.58	9.08
024050						
0006	DEPT BEH HLTH & DEV VCSB-TDO			36,267.19	36,267.19-	
0010	MRRJ MENTAL HEALTH PROGRAM (GR	304,766.00		195,856.59	108,909.41	35.73
	DEPT BEH HLTH & DEV VCSB-TDO	304,766.00		232,123.78	72,642.22	23.83
033011						
0003	JUSTICE ASSISTANCE GRANT (JAG)					
	--FUND TOTAL--	18,649,109.00		17,519,463.78	1,129,645.22	6.05

MAJOR ACCT#	DESCRIPTION	BUDGET AMOUNT	CURRENT AMOUNT	Y-T-D AMOUNT	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	%
000999							
0000	**MIDDLE RIVER REG.JAIL AUTH.*						
033020							
0000	**OPERATIONS**						
1100	SALARIES & WAGES	7,439,238.00		7,480,711.70		41,473.70-	.55-
1200	SALARIES & WAGES-OVERTIME	206,000.00		209,373.15		3,373.15-	1.63-
1300	SALARIES & WAGES-PART TIME	401,847.00		623,933.43		222,086.43-	55.26-
1400	SALARIES & WAGES-TDO TRANSPORT	50,000.00		56,913.13		6,913.13-	13.82-
2100	EMPLOYERS SHARE - FICA	619,427.00		624,165.82		4,738.82-	.76-
2210	EMPLOYERS SHARE - RETIREMENT	894,894.00		877,309.23		17,584.77	1.96
2300	EMPLOYERS SHARE-HEALTH INSURAN	1,671,145.00		1,485,765.00		185,380.00	11.09
2400	EMPLOYERS SHARE-GROUP LIFE INS	96,645.00		94,095.00		2,550.00	2.63
2500	LINE OF DUTY PREMIUMS	37,900.00		35,250.00		2,650.00	6.99
2600	EMPLOYERS SHARE-VRS HYBRID STD	4,000.00		3,917.35		82.65	2.06
2700	WORKERS COMPENSATION INSURANCE	94,100.00		86,263.00		7,837.00	8.32
2800	HEALTH INSURANCE						
2801	HOSPITALIZATION-MRRJ						
2802	HEALTH SAVINGS ACCOUNT			11,334.24		11,334.24-	
3102	HEALTH CLUB						
3103	OTHER BENEFITS	16,400.00		2,480.20		13,919.80	84.87
3110	PROFESSIONAL HEALTH SERVICES	1,085,000.00		1,011,540.05		73,459.95	6.77
3111	HOSPITAL HEALTH SERVICES						
3112	PHYSICALS NEW EMPLOYEES	7,800.00				7,800.00	100.00
3121	JAIL EDUCATION PROGRAM						
3124	PROFESSIONAL SERVICES	63,300.00		55,719.76		7,580.24	11.97
3310	REPAIRS & MAINTENANCE-CONTRACT	100,000.00		146,796.15		46,796.15-	46.79-
3320	MAINTENANCE SERVICE CONTRACTS	54,650.00		28,708.01-		83,358.01	152.53
3321	TECHNOLOGY MAINT. CONTRACTS	151,260.00		150,676.64		583.36	.38
3322	PEST EXTERMINATION	2,000.00		1,450.00		550.00	27.50
3330	REPAIRS & MAINTENANCE-VEHICLES			11,530.04		11,530.04-	
3600	ADVERTISING	2,000.00		454.54		1,545.46	77.27
3900	INDIRECT COST TO FISCAL AGENT	114,200.00		119,205.77		5,005.77-	4.38-
5100	ELECTRIC SERVICES	350,000.00		320,553.23		29,446.77	8.41
5102	HEATING SERVICES	202,000.00		96,603.44		105,396.56	52.17
5103	WATER & SEWER SERVICES	300,000.00		345,786.73		45,786.73-	15.26-
5104	REFUSE COLLECTION	22,000.00		12,404.85		9,595.15	43.61
5201	POSTAGE	3,000.00		1,881.38		1,118.62	37.28
5203	TELEPHONE	30,000.00		38,191.89		8,191.89-	27.30-
5300	FACILITY INSURANCE	89,000.00		83,629.00		5,371.00	6.03
5305	VEHICLE INSURANCE	15,000.00		14,775.00		225.00	1.50
5501	TRAVEL EXPENSES	12,000.00		7,754.05		4,245.95	35.38
5801	DUES & SUBSCRIPTIONS	3,000.00		3,854.70		854.70-	28.49-
6001	OFFICE SUPPLIES	30,000.00		32,699.38		2,699.38-	8.99-
6002	FOOD	1,030,000.00		910,660.35		119,339.65	11.58
6003	PRESCRIPTION DRUGS	460,000.00		503,916.06		43,916.06-	9.54-
6004	MEDICAL SUPPLIES	60,000.00		70,271.69		10,271.69-	17.11-
6005	LAUN, HOUSEKEEPING & JANIT SUP	65,000.00		78,965.49		13,965.49-	21.48-
6006	LINEN SUPPLIES	20,000.00				20,000.00	100.00



MAJOR ACCT#	DESCRIPTION	BUDGET AMOUNT	CURRENT AMOUNT	Y-T-D AMOUNT	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	%
6007	REPAIR & MAINTENANCE SUPPLIES	120,000.00		140,353.66		20,353.66-	16.96-
6008	VEHICLE FUEL	40,000.00		30,989.55		9,010.45	22.52
6009	VEHICLE MAINTENANCE	32,000.00		14,761.37		17,238.63	53.87
6010	POLICE SUPPLIES	50,000.00		28,619.52		21,380.48	42.76
6011	UNIFORMS-OFFICERS	35,000.00		21,940.85		13,059.15	37.31
6012	FOOD SERVICE SUPPLIES	12,000.00		13,597.90		1,597.90-	13.31-
6013	COMPUTER/TECHNOLOGY SUPPLIES	70,000.00		56,043.82		13,956.18	19.93
6016	PERSONAL SUPPLIES INMATES	50,000.00		70,515.44		20,515.44-	41.03-
6017	WEARING APPAREL INMATES	15,000.00		17,505.60		2,505.60-	16.70-
6018	BED RENTALS-OTHER FACILITIES						
7002	TRAINING	103,850.00		98,473.48		5,376.52	5.17
7003	FIREARMS RANGE	10,000.00		10,000.00			
8000	LAND						
8001	EQUIPMENT			3,780.00		3,780.00-	
8002	FURNITURE & FIXTURES	94,410.00		73,189.92		21,220.08	22.47
8003	COMPUTER HARDWARE	51,486.00		78,983.25		27,497.25-	53.40-
8004	COMPUTER SOFTWARE			58,443.44		58,443.44-	
8005	MOTOR VEHICLES						
8006	FACILITY IMPROVEMENTS	50,000.00		104,237.71		54,237.71-	108.47-
8007	S.A.W. RANGE						
8210	DEPRECIATION EXPENSE			368,020.56		368,020.56-	
8211	LOSS ON DISPOSAL OF FIXED ASSE						
8999	OTHER						
9110	REDEMPTION OF PRINCIPAL	980,000.00				980,000.00	100.00
9150	INTEREST EXPENSE-BONDS	973,687.00		973,687.50		.50-	
9210	OPERATING RESERVE						
9220	REPAIR & REPLACEMENT RESERVE						
9230	MOTOR VEHICLE RESERVE						
9240	COMPUTER EQUIPMENT RESERVE			16,254.53		16,254.53-	
9250	OPEB RESERVE						
	**OPERATIONS**	18,490,239.00		17,761,521.53		728,717.47	3.94
033030							
0000	**DCJS/JAIL MENTAL HEALTH PROG						
3100	PERSONNEL	118,473.00		79,873.81		38,599.19	32.58
3110	CONSULTANT	96,200.00		92,546.25		3,653.75	3.79
3900	INDIRECT COSTS	20,747.00		10,689.20		10,057.80	48.47
5501	TRAVEL	540.00		924.20		384.20-	71.14-
6015	SUPPLIES/OTHER	63,886.00		25,506.04		38,379.96	60.07
8001	EQUIPMENT	4,920.00		14,615.71		9,695.71-	197.06-
	**DCJS/JAIL MENTAL HEALTH PROG	304,766.00		224,155.21		80,610.79	26.45
	--FUND TOTAL--	18,795,005.00		17,985,676.74		809,328.26	4.30

# Statistics for Middle River Regional Jail

Stats are Current as of **08/02/19**

<u>Category</u>	<u>Inmates</u>	<u>% of Total</u>
Inmates Awaiting Trial	296	35
Inmates Totally Sentenced	387	46
Inmates Partially Sentenced	149	17
Inmates Awaiting Programs	4	0.5
Inmates Awaiting Appeal	0	0
Convicted but not sentenced	11	1.3
DOC Inmates Held by request	0	0
Inmates in Hospital	2	0.2
<b>TOTAL</b>	<b>849</b>	<b>100</b>

<u><b>Total Inmate Population:</b></u>	<u><b>849</b></u>	
Male Inmates	650	77%
Female Inmates	199	23%

<u>D. O. C. Responsible Inmates:</u>	<u>M.R.R.J.</u>	<u>R'ham / H'burg</u>	<u>Others</u>	<u>Total</u>
<b>Number of Days since Last Sentencing:</b>				
90 +	59	75	4	138
60 to 90	17	12	1	30
30 to 60	27	22	1	50
< 30	28	11	0	39
<b>Total</b>	<b>131</b>	<b>120</b>	<b>6</b>	<b>257</b>
<b>% of Total Population</b>	<b>15.4</b>	<b>14</b>	<b>0.7</b>	<b>30.1</b>

Jail Contract Beds/ Work Release Numbers

Local Work Release (26)	<b>45</b>
DOC Work Release (28)	<b>35</b>

\*\*\*These numbers are included in the Jurisdiction totals.

Home Electronic Monitoring (80)	<b>2</b>
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\*\*\*These numbers are included in the Jurisdiction totals.

LOCAL Inmates by Jurisdiction

Jur. code	Jurisdiction	Total
015	Augusta County	263
790	Staunton City	157
820	Waynesboro City	138
091	Highland County	1
165/660	Rockingham co / Harrisonburg	249 / 34
<b>TOTAL</b>		<b>842</b>

Other Jurisdictions Held- Non Contract Holds  
Counties

Jur. Code	Jurisdiction	Total
003	Albemarle	1
163	Rockbridge	2
177	Spotsylvania	1
199	York	1
<b>TOTAL</b>		<b>5</b>

Cities

Jur. Code	Jurisdiction	Total
530	Buena Vista	1
540	Charlottesville	1
<b>TOTAL</b>		<b>2</b>

# MIDDLE RIVER REGIONAL JAIL

## WORK RELEASE INMATES

August 2, 2019

WORK RELEASE INMATES WITH A PAYING JOB	NUMBER WORKING
DOC Sentenced Inmates from MRRJ/Work Release	31
DOC Sentenced Inmates sent by DOC /Work Release	2
LOCAL Inmates/Work Release	37
<b>TOTAL</b>	<b>70</b>

### LOCALLY SENTENCED INMATES WITH A PAYING JOB BY LOCALITY AND GENDER

LOCALITY	MALE	FEMALE
Rockbridge	0	0
Augusta County	6	0
Harrisonburg	0	0
Highland County	0	0
Page County	0	0
Rockingham County	17	3
Staunton	5	0
Waynesboro	6	0
<b>TOTAL</b>		
<b>TOTAL LOCAL W/R INMATES: 37</b>	<b>34</b>	<b>3</b>

### DOC SENTENCED INMATES FROM MRRJ WITH A PAYING JOB BY LOCALITY AND GENDER

LOCALITY	MALE	FEMALE
Augusta County	6	1
Harrisonburg	2	0
Highland County	0	0
Page County	0	0
Rockingham County	12	4
Staunton	4	0
Waynesboro	1	1
<b>TOTAL</b>		
<b>TOTAL LOCAL W/R INMATES: 31</b>	<b>25</b>	<b>6</b>

### COMMUNITY SERVICE/WORK RELEASE APPROVED

UNPAID WORK RELEASE	MALE	FEMALE
DOC Inmates	6	4
LOCAL Inmates	2	0
<b>TOTAL</b>		
<b>TOTAL W/R ON FREE HELP: 12</b>	<b>8</b>	<b>4</b>

**COMMUNITY SERVICE/WORK RELEASE APPROVED BY LOCALITY AND GENDER**

LOCALITY	MALE	FEMALE
<b>Orange</b>	0	0
Augusta County	2	0
DOC	0	0
Harrisonburg	1	0
Highland County	0	0
Page County	0	0
Rockingham County	4	4
Staunton	0	0
<b>Waynesboro</b>	1	
<b>TOTAL</b>	<b>8</b>	<b>4</b>

**MIDDLE RIVER REGIONAL JAIL**

**COMMUNITY SERVICE/WORK FORCE APPROVED INMATES**

LOCALITY	MALE	FEMALE
Augusta County	10	5
Harrisonburg	0	1
Highland County	0	0
Page County	0	0
Rockingham County	30	7
Staunton	6	3
Waynesboro	8	2
<b>TOTAL</b>		
<b>TOTAL WORK FORCE INMATES: 72</b>	54	18

**HOME ELECTRONIC MONITORING INMATES**

<b>TOTAL H.E.M. INMATES</b>	<b>2</b>
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MIDDLE RIVER REGIONAL JAIL  
VACANCY REPORT

MRRJ has the following vacancies as of August 1, 2019:

Officer	6
Timekeeper	1 (Interviews have been scheduled)

**MIDDLE RIVER REGIONAL JAIL**  
**Executive Summary**  
**October 9, 2019**

**SUBJECT:** LIDS Audit Review (May 1, 2017 – June 30, 2019)

**BACKGROUND:** The state compensation board audits the Local Inmate Data System every two years to assure the information entered into the system is correct and accurate to assure that state reimbursements match the LIDS information entered.

**DISCUSSION:** The review included tests of LIDS reports and related records, a review of relative documents applicable to the program, and interviews with staff. These are performed in accordance with generally accepted Government Auditing Standards. Tests were more limited that would be necessary to provide an opinion of overall controls, errors, irregularities or non-compliance that may never the less occur and not be detected. Tests during the audit included statistically sampling of 72 of 54,962 inmate records that supported the audit period LIDS payments. This resulted in a 95% confidence rate.

Tests of the jail records for the audit period led auditors to conclude that the payment requests were accurate. Internal controls in place over the LIDS reporting for the jail payments were satisfactory. The performance for the audit period was rated exceptional according to the Audit Guidelines.

**ACTION OFFICER:** Major Eric Young

**EXECUTIVE SUMMARY #** *ES-2019-037*

**MIDDLE RIVER REGIONAL JAIL**  
**Executive Summary**  
**October 11, 2019**

**SUBJECT: Update on Provider Services**

**BACKGROUND:**

Rappahannock Creative Health Care (RCCH) started at Middle River Regional Jail (MRRJ) August 1, 2019. They come to MRRJ every Monday and Thursday. They average ten hours a week during the two visits. They provide a female clinic once a month. The dentist comes twice a month and sees inmates for approximately 6-8 hours on those two visits.

**DISCUSSION:**

**For the month of August, the Medical Department received/handled:**

- 1266 inmate request
- 410 inmates seen by medical providers/36 inmates seen by dentist/167 inmates seen by psychiatrist
- 1329 inmates seen by nursing for sick call, medical treatments and labs
- 450 average inmates on medications/ 1620 average number of medications
- 10 pregnant inmates
- 4 inmates with HIV
- 243 intakes

**For the month of September, the Medical Department received/handled:**

- 1189 inmate request
- 252 inmates seen by medical providers/49 inmates seen by dentist/169 inmates seen by psychiatrist
- 1052 inmates seen by nursing for sick call, medical treatments and labs
- 442 average inmates on medications/ 1600 average number of medications
- 10 pregnant inmates
- 4 inmates with HIV
- 274 intakes
- Special diets have decreased from 81 to 26

Staff are scheduled meet October 31,209 with RCCH to review the first three months of activity and determine if any changes need to be made to appropriately service the inmates.

**ACTION OFFICER: Major Lori Nicholson**

**EXECUTIVE SUMMARY # ES-2019-038**





# Middle River Regional Jail Planning Study Options A, B, and C

Middle River Regional Jail  
Staunton Virginia  
Architect's Project No. 590266

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**MOSELEY**ARCHITECTS

ARCHITECT/ENGINEER

RICHMOND, VIRGINIA

**TIMMONS GROUP**

YOUR VISION ACHIEVED THROUGH OURS.



CIVIL ENGINEER

RICHMOND, VIRGINIA

**October 14, 2019**

## EXECUTIVE OVERVIEW

The team discussed three design options to increase the capacity of Middle River Regional Jail (MRRJ) to meet the current and future needs. Each of the options add support spaces to meet the needs of food services, laundry, medical services, mental health services, and administrative functions required of the jail in addition to providing additional beds and reallocating beds based on the classification needs of MRRJ. One of the three options must be selected for incorporation into the Planning Study as the proposed expansion and renovation of the facility for submittal to, review by, and approval of the Virginia Board of Corrections.

### Jail Capacity Needs

The existing jail has a rated capacity of 396 inmates. At the jail's opening, it was approved to double bunk the available housing units resulting in an "DOC approved capacity" of 768 inmates. The current average daily population (ADP) of inmates fluctuates between the low to mid 900's. The inmate population projections prepared for the Community Based Corrections Plan Needs Assessment in July 2019 anticipate a total population of 1244-1283 inmates in 10 years (2029) to meet the needs of the MRRJ members Augusta County, Rockingham County, and the Cities of Harrisonburg, Staunton, and Waynesboro and assuming that the local Rockingham-Harrisonburg Jail continues to hold an ADP of 300. During the course of calculating these estimates, the inmate population growth exceeded the anticipated 10-year growth, and the estimate is being recalculated using various statistical measurements and sources of information. Based on top end of the previously prepared projection, the jail is 887 beds short of its rated capacity and 515 beds short of its approved capacity incorporated the housing which is double bunked.

### Jail Support Needs

In addition to the need for inmate housing, the jail's core support functions have insufficient capacity to meet the needs of the anticipated number of inmates. Equipment in spaces such as the laundry and kitchen cannot meet the demand. The facility lacks the necessary medical beds and medical support spaces, as well as purpose-built space to treat inmates with mental health needs.

### Project Goal

The goal is to meet the current and future housing and support functions of the jail while providing flexibility to adjust as the inmate population changes. The current jail is being utilized differently than originally designed to accommodate unanticipated changes in the inmate population, such as much higher levels of female incarceration than was the case when the original facility was designed. All three options presented below would add housing units built to minimum custody standards. They would be configured in such a way that then could be used for both minimum custody inmates as well as community custody inmates. The expanded and renovated facility would make moving community custody inmates in and out of the facility safer and more efficient.

## **OPTION A – 400-Bed Addition, Request 768 Bed Increase**

### Housing

This option constructs a 400-bed minimum custody addition plan west of the existing facility. In this option, the planning study would request a total increased inmate capacity of 772 beds with the additional 372 beds having already been added to the existing jail in the form of double bunking (396 rated capacity + 372 double bunked = 768 approved capacity). It will be confirmed that increasing the rated capacity of the existing portion for the jail will not require adding toilets, lavatories, and other supporting facilities to comply with the current Jail Standards (*Commonwealth of Virginia Standards for Planning, Design, Construction, and Reimbursement of Local Correctional Facilities* effective March 8, 2018). Adding the increase in rated capacity to the existing portion of the jail would increase the existing portion from 396 to 768 inmates. This option would result in a total rated capacity of 1,168 inmates. The minimum custody addition would be designed with enough plumbing fixtures (either installed with the original build-out or roughed-in for future addition) to double its rated capacity in the future without the need for costly plumbing improvements. The 400-bed addition would be designed to minimum custody standards to provide flexibility for a changing inmate population. It would have sallyports between sections of units to provide separations between the various inmate classification areas. Inmates in community custody would be near an intake-screening area to allow for more efficient movement in and out of the facility for the Work Release and Work Force programs.

### Support Facilities

Supporting infrastructure would be added to including expanding laundry, kitchen, medical housing, segregated housing, administrative office space, maintenance workspace, and long-term warehouse storage space. The central laundry room would be supplemented with an additional commercial laundry room in the building addition. Smaller laundry facilities would be provided in the housing units for inmates to wash clothing and personal effects. The existing dry storage in the existing kitchen would be opened to the kitchen to provide additional preparation and cooking area. The building addition would include a larger replacement, dry storage space directly adjacent to the existing kitchen. Ten Administrative offices, a large training/meeting room (sized to accommodate the Jail Authority Board meetings), and a mail processing room would be added to the existing administrative office wing. The existing maintenance building would add two additional vehicle bays to provide workspace for maintaining equipment and training community custody inmates in repair skills. A 3,000 square foot long-term storage warehouse would be added adjacent to the maintenance building.

### Additional Upgrades, Repairs, and Renovations

- Replace tank-type natural gas hot water heaters with instantaneous water heaters.
- Replace fluorescent light fixtures throughout the existing building with LED light fixtures.
- Evaluate and upgrade the existing lightning protection system.
- Add security fencing around the loading dock.
- Add a secure vestibule for one receptionist and one security officer in the existing lobby with doors into the lobby and the administrative office area.

### Pros

- Upgrades the facility's rated capacity to account for the actual number of inmates.
- With approval of Community Based Corrections Plan Needs Assessment and Planning Study, gets additional funding for staff and operating costs from the Commonwealth of Virginia Compensation Board for the existing portion of the jail by increasing the rated capacity to the current operating capacity.

### Cons

- Increasing the rated bed capacity of the existing facility requires confirmation that the facility meet the Jail Standards for that number of inmates and may require renovation inside the secure perimeter throughout all of the housing areas if Jail Standards are not currently met.

## **OPTION B – 400-Bed Addition, Request 400 Bed Increase**

### Housing

This option constructs a 400-bed minimum custody addition plan west of the existing facility with no ask to increase the rated capacity of the existing facility bringing the rated capacity of the expanded facility to 796 inmates. Upgrades to the existing jail would not occur in the existing housing units. Improvements to the existing jail would include the upgrades to the core functions as described below. The minimum custody addition would be designed with enough plumbing fixtures (either installed with the original build-out or roughed-in for future addition) to double the rated capacity in the future without the need for costly plumbing improvements. The 400-bed addition would be designed to minimum custody standards to provide flexibility for a changing inmate population. It would have sallyports between sections of units to provide the necessary separation between the various inmate classifications. Inmates in community custody would be near an intake-screening area to allow for more efficient movement in and out of the facility for the Work Release and Work Force programs.

### Support Facilities

Supporting infrastructure would be added to including expanding laundry, kitchen, medical housing, segregated housing, administrative office space, maintenance workspace, and long-term warehouse storage space. The central laundry room would be supplemented with an additional commercial laundry room in the building addition. Smaller laundry facilities would be provided in the housing units for inmates to wash clothing and personal effects. The dry storage in the existing kitchen would be opened to the kitchen to provide additional preparation and cooking space. The building addition would include a larger replacement, dry storage space directly adjacent to the existing kitchen. Ten Administrative offices, a large training/meeting room (sized to accommodate the Jail Authority Board meetings), and a mail processing room would be added to the existing administrative office wing. The maintenance building would add two additional vehicle work bays to provide workspace for maintaining equipment and training community custody inmates in repair skills. A 3,000 square foot long-term storage warehouse would be added adjacent to the maintenance building.

### Additional Upgrades, Repairs, and Renovations

- Replace tank-type hot water heater with instantaneous natural gas water heaters.
- Replace fluorescent light fixtures throughout the existing building with LED light fixtures.
- Evaluate and upgrade the existing lightning protection system.
- Add security fencing around the loading dock.
- Add secure vestibule for one receptionist and one security officer in the existing lobby with doors into the lobby and the administrative office area.

### Pros

- Does not require upgrades to existing jail housing units.

### Cons

- Does not get additional Compensation Board funding to support the increased bed capacity (difference between existing jail's operating capacity and rated capacity) to provide additional jail security staff.
- Does not improve the facilities in the existing housing areas to better manage the quantity of inmates currently housed.

## **OPTION C – 400-Bed Addition, Request 400-796 Bed Inmate Increase**

### Housing

This option constructs a 400-bed minimum custody addition plan west of the existing facility. In this option, the planning study would request a total increased inmate capacity by some additional number between 0 and 368 inmates as yet to be determined. The jail would determine which existing housing areas of the facility have the greatest need for additional inmate capacity and would prioritize increasing the rated capacity of those select areas. It will be confirmed that areas increasing the rated capacity in the existing portion for the jail meet the jail standards without adding toilets, lavatories, and other supporting facilities. This option would get the jail's rated capacity closer to the anticipated number of inmates and get additional compensation board funding for staff (though not as many staff as Option A). The minimum custody addition would be designed with enough plumbing fixtures (either installed with the original build-out or roughed-in for future addition) to double the rated capacity in the future without the need for costly plumbing improvements. The 400-bed addition would be designed to minimum custody standards to provide flexibility with a changing inmate population. It would have sallyports between sections of units to provide the necessary separation between the various inmate classifications. Inmates in community custody would be near an intake-screening area to allow for more efficient movement in and out of the facility for the Work Release and Work Force programs.

### Support Facilities

Supporting infrastructure would be added to including expanding laundry, kitchen, medical housing, segregated housing, administrative office space, maintenance workspace, and long-term warehouse storage space. The central laundry room would be supplemented with an additional commercial laundry room in the building addition. Smaller laundry facilities would be provided in the housing units for inmates to wash clothing and personal effects. The dry storage in the existing kitchen would be opened to the kitchen to provide additional preparation and cooking space. The building addition would include a larger replacement, dry storage room directly adjacent to the existing kitchen. Ten Administrative offices, a large training/meeting room (sized to accommodate the Jail Authority Board meetings), and a mail processing room would be added to the existing administrative office wing. The maintenance building would add two additional work bays to provide workspace for maintaining equipment and training community custody inmates in repair skills. A 3,000 square foot long-term storage warehouse would be added adjacent to the maintenance building.

### Additional Upgrades, Repairs, and Renovations

- Replace tank-type hot water heater with instantaneous natural gas water heaters.
- Replace fluorescent light fixtures throughout the existing building with LED light fixtures.
- Evaluate and upgrade the existing lightning protection system.
- Add security fencing around the loading dock.
- Add secure vestibule for one receptionist and one security officer in the existing lobby with doors into the lobby and the administrative office area.

### Pros

- Upgrades the facility's rated capacity to get closer to the actual and projected number of inmates.
- With approval of Community Based Corrections Plan Needs Assessment and Planning Study, gets additional funding for staff and operating costs from the Compensation Board for the existing portion of the jail by increasing the rated capacity nearer the current operating capacity.

### Cons

- Does not get full compensation board funding for staff based on the actual number of inmates.
- Adding to the rated bed capacity in the existing facility requires that the facility meet the Jail Standards for that number of inmates and may require renovation work inside the secure perimeter within existing housing areas.



# MIDDLE RIVER REGIONAL JAIL

Serving Staunton, Waynesboro, Harrisonburg and  
the Counties of Augusta and Rockingham

## AGREEMENT FOR CONTRACTED SERVICES

This agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2019, by Middle River Regional Jail Authority, hereinafter referred to as "Owner" and Davenport & Company, LLC, hereinafter referred to as "Contractor".

Middle River Regional Jail Authority requires financial advisor services related to the issuance of debt for the expansion of the facility, refunding of existing debt, and other financial services as needed. This agreement for services is made under the terms and conditions of the cooperative procurement Request for Proposal #2019011-FN-P, issued by the City of Harrisonburg, Virginia, December 21, 2018, and the agreement established with the City of Harrisonburg, Virginia, Contract# 2019011-FN-P, dated March 1, 2019.

**WITNESSETH** that the Contractor and the Owner, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

**SCOPE OF SERVICES:** The Contractor shall provide services and or work as outlined in the Scope of Work to the Owner set forth in the Request for Proposal #2019011-FN-P.

**COMPENSATION:** The Owner will pay the Contractor for services and work to be completed based on the contract terms stated in the City of Harrisonburg, Virginia Contract #2019011-FN-P, attached.

### **INSURANCE:**

By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverages and limits at the time the contract is awarded, and the offeror further certifies that the offeror and any subcontractors will maintain these insurance coverages and limits during the entire term of the contract and that all insurance will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission and shall be administered by a Virginia registered agent:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Jail of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$500,000.
3. Commercial General Liability - Not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. Middle River Regional Jail Authority must be named as an additional insured and so endorsed on the policy, as demonstrated to the sole satisfaction of the Owner.
4. Automobile Liability - \$1,000,000 combined single limit. (Required only if a motor vehicle not owned by the Authority is to be used in the contract. Offeror must assure that the required coverage is maintained by the Offeror (or third-party owner of such motor vehicle.)

5. Professional Liability - Not less than \$2,000,000 per claim and \$4,000,000 aggregate.
6. Excess liability insurance umbrella form of not less than \$2,000,000, or such other insurance as is satisfactory and may be approved by the Authority in its sole discretion.

Prior to the cancellation of the above described policies before the expiration date thereof, the issuing insurer shall mail 10 days' notice of the impending cancellation to the Authority.

**ETHICS IN PUBLIC CONTRACTING:** By submitting its proposal, the Contractor certifies that its proposed contract is made without collusion or fraud, and that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with its contract.

**ANTI-DISCRIMINATION:** The Contractor certifies to the Authority that it will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable, and § 2.2-4311 of the Virginia Public Procurement Act, and that during the performance of this contract, such offeror agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by the state law relating to discrimination in employment, except when there is bona fide occupational qualification reasonably necessary to the normal operation of the offeror. The offeror agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. Notices, advertisements and solicitations placed by or on behalf of the Contractor will state that such contractor is an equal opportunity employer.
3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
4. The Contractor will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

**DRUG-FREE WORKPLACE:** During the performance of this contract, the Contractor agrees to (I) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the offeror's workplace and specifying the actions that will be taken against employees for violation of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the offeror that the offeror maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

## **STAFFING AND PERSONNEL**

### **1. Dress Code**

The Contractor shall establish and enforce a business casual dress code, for all staff that requires access to Middle River Regional Jail facilities, which is consistent with the requirements established for Middle River Regional Jail employees and appropriate to a correctional environment with regard to safety and appearance.

### **2. Personnel Security Requirements**

The Contractor shall ensure contractor employees including employees of its subcontractors and agents who require access to Middle River Regional Jail secure facilities cooperate and comply with MRRJ security criminal history checks and clearances, substance abuse screening, photo identification, vehicle registration procedures, and searches of their person and possessions while on or in Jail property.



### **3. Criminal History Check**

Contractor employees who require access to Middle River Regional Jail secure facilities shall be subject to criminal history check. Each contractor employee shall complete and sign a release authorizing MRRJ staff to conduct a criminal history check. Contractor employees shall not be permitted to work pending results of criminal history check. The Contractor shall replace employee(s) whose criminal history check indicates the employee(s) may be a risk to the as determined by MRRJ.

### **4. Substance Abuse Screening**

Contractor employees who require access to Middle River Regional Jail secure facilities shall be subject to substance abuse screening.

The Contractor will contact Middle River Regional Jail Personnel Office and arrange pre-employment substance abuse screening of new employees which must be completed and results received before the new employee may start work at MRRJ. The results of pre-employment substance abuse screening will be reported to the Superintendent.

At the direction of the Superintendent, contractor employees who require access to Middle River Regional Jail facilities shall sign all documents, go to a location designated by the correctional staff, and submit to random or "for cause" substance screening. The Superintendent will be responsible for random selection of Contractor employees for substance abuse screening.

At their sole discretion, the Superintendent may deny access to MRRJ, contractor employees whose pre employment, random, or "for cause" substance abuse screening results reflect evidence of substance abuse. Such denial of access shall in no way impact the cost of the contract nor relieve the Contractor of his responsibilities therefore.

Middle River Regional Jail shall bear the cost of pre-employment and random or "for cause" substance abuse screening of contractor employees.

### **5. Photo Identification**

Contractor employees who require access to Middle River Regional Jail secure facilities shall be issued photo identification badges provided by MRRJ staff.

Contractor employees shall wear the photo identification badges prominently displayed on the outer layer of clothing at all times while inside MRRJ facilities.

The Contractor shall be accountable for all photo identification badges issued to contractor employees. The Contractor shall retrieve and return to MRRJ, photo identification badges of persons who are no longer in the Contractor's employ.

MRRJ will issue the first identification badge to the Contractor employees at no charge. Contractor employees who lose or damage their identification badge shall be assessed a \$10.00 fee for replacement identification badges.

### **6. Searches**

Contractor employees who require access to Middle River Regional Jail secure facilities shall submit to searches of their person and possessions including their vehicle while on or in Jail property. At his/her sole discretion, the Superintendent may deny access to MRRJ facilities, any Contractor employees who refuse to consent to such searches. Such denial of access shall in no way impact the cost of the contract nor relieve the Contractor of its responsibilities therefore.

### **7. Access to Facilities**

Although the Contractor has authority for all hiring and termination, Middle River Regional Jail may deny access to individuals whose criminal history check indicates the individual could be a threat to the good order and security of the facility or on the basis of security violations validated through Superintendent Investigation. Such denial of access shall in no way impact the cost of the contract nor relieve the Contractor of its responsibilities therefore. Middle River Regional Jail will communicate promptly with the Contractor regarding any such situations and provide a written summary of the investigation to the Contractor. Contractor employees, independent contractors and subcontractors shall cooperate with Middle River Regional Jail in any investigation involving inmate or staff conduct.



## **WORK PRODUCT AND OWNERSHIP**

### **A. Work Product**

Owner and Contractor each acknowledge that performance of this Contract may result in Work Product. The Parties shall document all Work Product specifications and such specifications shall be made an incorporated exhibit to this Contract. Contractor agrees that it shall promptly and fully disclose to the Owner any and all Work Product generated, conceived, reduced to practice or learned by Contractor or any of its employees, either solely or jointly with others, during the term or performance of this Contract, which in any way relates to the business of the Owner. Contractor further agrees that neither Contractor nor any of Contractor's employees, contractors, agents or subcontractors, nor any party claiming through Contractor or Contractor's employees, shall, other than in the performance of this Contract, make use of or disclose to others any proprietary information relating to the Work Product. All Services performed hereunder shall include delivery of all Work Product source code, object code, executables, and documentation. Contractor shall at no time deny access to the Work Product, regardless of form, by the Owner.

### **B. Ownership**

Contractor agrees that, whether or not the Services are considered "works made for hire" or an employment to invent, all Work Product discovered, created or developed under this Contract shall be and shall remain the sole and exclusive property of the Owner. Except as specifically set forth in writing and signed by both the Owner and Contractor, agrees that the Owner shall have all rights with respect to any Work Product discovered, created or developed under this Contract without regard to the origin of the Work Product. If and to the extent that Contractor may, under applicable law, be entitled to claim any ownership interest in the Work Product, Contractor hereby irrevocably transfers, grants, conveys, assigns and relinquishes exclusively to the Owner any and all right, title and interest it now has or may hereafter acquire in and to the Work Product under patent, copyright, trade secret and trademark law in perpetuity or for the longest period otherwise permitted by law. If any moral rights are created, Contractor waives such rights in the Work Product. Contractor further agrees as to the Work Product to assist the Owner in every reasonable way to obtain and, from time to time, enforce patents, copyrights, and other rights and protection, and in protecting trade secrets, with respect to such Work Product, and to that end, Contractor and its employees shall execute all documents for use in applying for and obtaining such patents, copyrights, and other rights and protection with respect to such Work Product, as the Owner may reasonably request, together with any assignments thereof to the Owner.

### **C. Pre-existing Rights**

If and to the extent that any pre-existing rights are embodied or reflected in the Work Product or Service Deliverables, Contractor hereby grants to the Owner an irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license to (i) use, modify, transmit, execute, reproduce, display, perform, distribute copies of and prepare derivative works based upon such pre-existing rights and any derivative works thereof, and (ii) authorize others to do any or all of the foregoing. It is expressly understood that "perpetual" license rights shall commence upon delivery of the Work Product or Service Deliverables and shall exist in perpetuity unless otherwise terminated in accordance with the applicable provisions of the Contract.

### **D. Return of Materials**

Upon termination of this Contract, Contractor shall immediately return to Owner all copies, in whatever form, of any and all Confidential Information, Work Product and other properties provided by MRRJ, which are in Contractor's possession, custody or control.

## **PUBLIC INSPECTION OF PROCUREMENT/CONTRACT RECORDS**

All procurement and or contract documents submitted shall be subject to public inspection only in accordance with Virginia Code § 2.2-4342.

**PAYMENT TERMS:** Payments will be made upon completion or partial completion of the project, unless otherwise negotiated with the successful contractor and agreed to by the Authority. All invoices shall be submitted to:

Middle River Regional Jail Authority  
350 Technology Drive  
PO Box 2744  
Staunton, VA 24402-2744

**NON-DISCRIMINATION:** Middle River Regional Jail Authority does not discriminate against faith-based organizations, in accordance with the Code of Virginia, § 2.2-4343.1 or against a Bidder or Offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by law relating to discrimination in employment.

**CONTROLLING LAW; VENUE:** This agreement is made, entered into and shall be performed in Augusta County, Virginia, and shall be governed by the applicable laws of the Commonwealth of Virginia. Any state law claim arising out of the contract, its interpretations or performance shall be litigated only in the General District Court or Circuit Court for Augusta County, as appropriate.

**INDEMNIFICATION:** Contractor agrees to indemnify, defend and hold harmless the Owner, their officers, directors, agents and employees (collectively, "Owner's Indemnified Parties") from and against any and all losses, damages, claims, demands, proceedings, suits and actions, including any related liabilities, obligations, losses, damages, assessments, fines, penalties (whether criminal or civil), judgments, settlements, expenses (including attorneys' and accountants' fees and disbursements) and costs (each, a "Claim" and collectively, "Claims"), incurred by, borne by or asserted against any of Owner's Indemnified Parties to the extent such Claims in any way relate to, arise out of or result from: (i) any intentional or willful conduct or negligence of any employee, agent, or subcontractor of Contractor, (ii) any act or omission of any employee, agent, or subcontractor of Contractor, (iii) breach of any representation, warranty or covenant of Contractor contained herein, (iv) any defect in the Deliverables, Solutions or the Services, or in the Licensed Services (v) any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Deliverables, Services, Solutions or Licensed Services. Selection and approval of counsel and approval of any settlement shall be accomplished in accordance with all applicable laws, rules and regulations.

The undersigned Contractor agrees to furnish the goods/services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

**Firm Name and Address:**

Davenport & Company LLC \_\_\_\_\_

Telephone ( ) \_\_\_\_\_

One James Center 901 East Cary Street \_\_\_\_\_

Suite 1100 \_\_\_\_\_

Fax ( ) \_\_\_\_\_

Richmond, VA 23219 \_\_\_\_\_

Email: \_\_\_\_\_

Virginia SCC # \_\_\_\_\_

Signature \_\_\_\_\_

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

Type/Print: \_\_\_\_\_

Title: \_\_\_\_\_

**Middle River Regional Jail**

Signature \_\_\_\_\_

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

Type/Print: Jeffery Newton \_\_\_\_\_

Title: Superintendent \_\_\_\_\_

**Attachments:**

- Request for Proposal #2019011-FN-P City of Harrisonburg, Virginia
- Contract #2019011-FN-P City of Harrisonburg, Virginia
- Insurance Certificates Yes\_\_\_\_\_ No\_\_\_\_\_
- W-9 Statement Yes\_\_\_\_\_ No\_\_\_\_\_