

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: CHIEF EXECUTIVE OFFICE
Urgent _____ Routine X

BOARD AGENDA # *B-15
AGENDA DATE January 9, 2001

CEO Concurs with Recommendation YES X NO _____
(Information Attached)

4/5 Vote Required YES _____ NO _____

SUBJECT:

AUTHORIZE AND APPROVE THE AGREEMENT WITH TRGLRS JUSTICE FOR THE BOARD OF CORRECTIONS GRANT APPLICATION ASSISTANCE TO RENOVATE JUVENILE HALL.

STAFF
RECOMMEN-
DATIONS:

1. AUTHORIZE THE CHIEF EXECUTIVE OFFICER TO FINALIZE NEGOTIATIONS AND EXECUTE AN AGREEMENT WITH TRGLRS JUSTICE FOR BOARD OF CORRECTIONS GRANT APPLICATION ASSISTANCE TO RENOVATE JUVENILE HALL.
2. AUTHORIZE THE CHIEF EXECUTIVE OFFICER AND AUDITOR TO MAKE NECESSARY BUDGET TRANSFERS AND ENTRIES UPON EXECUTION OF THE CONSULTING CONTRACT.

FISCAL
IMPACT:

The requested consulting services to assist the County in preparing Board of Corrections (BOC) grant applications will allow Stanislaus County to be competitive in the upcoming grant cycle. The Juvenile Justice Special Needs project budget is currently over-matched. Thus, funds are available in this project budget to support the requested consulting services to allow the County to position itself for possible BOC grant funding for needed mechanical and electrical renovations, energy conservation improvements and possible intake and property storage additions to the existing Juvenile Hall. The not-to-exceed cost for these consulting services is \$58,062.

BOARD ACTION

No. 2001-20

On motion of Supervisor Simon, Seconded by Supervisor Blom,
and approved by the following vote,

Ayes: Supervisors: Mayfield, Blom, Simon, Caruso, and Chair Paul

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) _____ Denied

3) _____ Approved as amended

Motion:

ATTEST: REAGAN M. WILSON, Clerk

Christine Ferraro
By: Deputy

File No.

AUTHORIZE AND APPROVE THE AGREEMENT WITH TRGLRS JUSTICE FOR THE BOARD OF CORRECTIONS GRANT APPLICATION ASSISTANCE TO RENOVATE JUVENILE HALL.

Page 2

DISCUSSION: The Juvenile Justice Project Team recommends that the Board of Supervisors authorize the execution of a consulting service agreement with TRGLRS Justice for grant application assistance to allow for possible Board of Corrections funding for the renovation of portions of Juvenile Hall. These services would include application development and delivery work for up to two grants which would be submitted to the BOC by February 6, 2001. The final BOC grant submittal deadline is February 20, 2001.

Due to the aggressive grant submittal schedule, the Chief Executive Office issued a verbal notice to proceed to TRGLRS on December 21, 2000 for on Phase 1 services only. This initial phase of work had to be completed by January 12th to get the grant applications completed in time. This recommended action will allow for adequate additional appropriations to fully fund the entire \$58,062 not-to-exceed cost for all phases of services necessary to submit complete grant applications to the BOC.

The recommended consultant is providing similar services for Lassen, Monterey, Nevada and Trinity Counties. TRGLRS feels confident that the proposed grant applications for Stanislaus County would receive serious consideration from the Board of Corrections based upon their prior experience.

BACKGROUND: Stanislaus County has a variety of deferred maintenance and operational needs at Juvenile Hall. The original portions of Juvenile Hall were constructed in 1976. The 24-year old central plant that provides chilled and hot water to the facility is only partially operational at this time. Life cycle planning for facilities occupied 24-hours per day, 7-days per week need to be fully considered as years pass by. Building Maintenance is actively considering a chiller rental this summer to ensure adequate cooling for the older portions of the facility.

One of the grants being considered for submittal to the BOC will address this problem in a more long-term manner by replacing the rooftop HVAC units on the Hall. Conversion to newer mechanical and electrical equipment will allow for the retirement of the central plant and reduced utility costs. Other planned facility improvements to be requested with the deferred maintenance grant application include re-roofing the older Juvenile Hall portion of the facility, and the possible replacement of inefficient interior lighting. Given the current state of energy resources in

William Harry Munyon
Managing Principal
75342 Montecito Drive
Indian Wells, California 92210
Telephone: 559-269-3500
Facsimile: 760-862-0027
e-mail: whmunyon@lightspeed.net



Fax

| | |
|-----------------------------|---------------------------|
| To: Mr. John Nichols | From: Harry Munyon |
| Fax: 209-544-6226 | Pages: 9 |
| Phone: 209-525-7653 | Date: 12/19/00 |
| Re: Grant Proposal | CC: |

Urgent For Review Please Comment Please Reply Please Recycle

- Attached is the revised grant writing proposal with a man-hour breakdown spreadsheet.
- Please let us know if you need any changes. Once we have your comments, a hard copy will follow by mail.

Thanks!

Harry

TRG LRS Justice

December 15th, 2000



**Mr. John Nichols
Project Manager
County Executive Office
1010 10th Street
Modesto, California 95354**

Dear Mr. Nichols:

Thank you for asking us to submit the attached proposal for grant writing to provide modifications and renovations to your existing Juvenile Hall. We are convinced that we can provide you with grant applications that will be competitive in the upcoming grant cycle. **We have provided similar services for Lassen, Monterey, Nevada and Trinity Counties in the last two BOC competitive grant cycles. All four of those efforts resulted in successful grant applications. (Our team has been successful on every construction grant that we have prepared over the last decade.)**

The TRGLRS Justice team has more than adequate resources to perform your grant work expeditiously. In fact, our knowledge of the grant award process will allow us to proceed on an accelerated schedule. **This schedule envisions completing this set of grant packages no later than February 6th, 2000 (including reviews with BOC staff).** Your grant applications will be clear, concise and specifically designed to be as competitive as possible.

Our estimated "not-to-exceed" fees for your grant application packages are ~~\$38,578.~~ ^{\$} **58,062**

| | |
|--|---------------|
| Phase I Grant Proposal Development (Draft)..... | \$25,500 |
| Phase II Grant Proposal Development (Final)..... | 21,652 |
| Phase III Grant Proposal Follow-Up..... | <u>10,910</u> |

Total (Not-to-Exceed) Fees & Reimbursables \$58,062

Attached is our proposal as requested. Please telephone if you have any questions or if there is any other way that we may be of service. **We look forward to continuing to work for you!**

Regards,

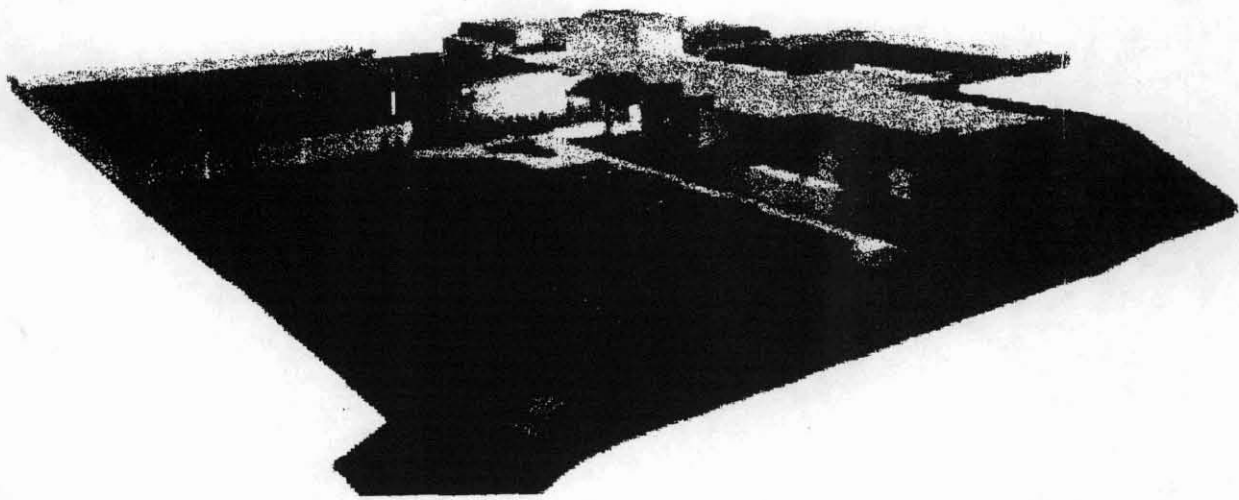
TRGLRS Justice

William Harry Munyon
Managing Principal

TRG LRS Justice

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Nevada County Juvenile Hall. This facility currently is under construction. Our team revised their needs assessment and wrote their successful grant application. We also designed the facility and we are providing construction administration services.

TRGLRS Justice

Per our discussions with you and Ms. Wanda Flood, Deputy Chief Probation Officer, **TRGLRS Justice (TRGLRS)** offers the following proposal.

Scope of Services. Provide juvenile detention facility grant application planning and consulting services to Stanislaus County. This commission includes the following tasks:

Phase I. Grant Application Development (Draft).

- *Task 1.1 - Project Initiation.* Review available documents and organize the project. Develop list of information still required. Organize the requested improvements into two or three grant packages to make the applications more competitive.
- *Task 1.2 - Board of Corrections (BOC) Notification and Liaison.* Work closely with BOC staff to ensure that the grant applications meet all of their requirements. Brief BOC staff on the progress and content of the applications as work progresses. Solicit BOC staff comments on the applications prior to the final submission.
- *Task 1.3 - Prepare Grant Proposal (Draft).* Gather additional project information (relative to the safety and security enhancements and other facility modifications) needed for the grant applications. Document the fact that these requested improvements will extend the life of the existing Juvenile Hall. Review Titles 15, 19 and 24 to ensure that the requested modifications and renovations meet compliance requirements. Prepare a draft of the following application sections for review and comment by the Probation Department and selected County staff:

Section 1County Information
 Section 2Board of Supervisors Resolution
 Section 3 Cost Summary
 Section 4 Budget Summary
 Section 5 Project Timetable
 Section 6 Narrative

Obtain information from County staff as appropriate to complete the draft grant applications. Respond to and incorporate comments from Probation Department and County staff.

- *Task 1.4 - Facility Assessment Refinement; Development of the Conceptual Estimates.* Work with Probation Department staff to refine the list of known physical plant deficiencies that successful grant applications will remedy. Conduct an on-site facility inspection and analysis with the estimator. Refine the written synopsis documenting facility needs. Develop detailed conceptual estimates of probable costs for all recommended modifications and renovations.¹
- *Task 1.5 - BOC Facility Inspection.* Receive, review and integrate into the draft applications BOC inspection comments from the most recent inspections.² These comments will be used to support the County's requests for grant funds.

¹ An adequate contingency will be included to ensure that sufficient funds are requested. The contingency will be determined in consultations with County staff.

² Inspection reports from the last six years will be reviewed.

TRG LRS Justice

- *"Marketing Strategy."* Work with Probation Department and County staff to determine the appropriate marketing strategy for a successful grant application. Use "lessons learned" during the successful grant application processes for Lassen, Monterey, Nevada and Trinity Counties in the last two competitive grant funding cycles. Work with County staff to develop additional creative concepts to emphasize our need for funds.
- *Informal and Formal Reviews.* Informal and formal reviews by the Probation Department and County staff are included in this phase.
- *Workshop.* A workshop will be held to present the draft grant applications to representatives from the Probation Department and other selected County staff. This will be a participatory and interactive session designed to solicit creative ideas to improve the applications.

Phase I. Deliverables.

- Draft Grant Applications (includes the estimate of probable construction costs for the renovations and modifications).

Phase I. Notes.

- The consulting team will need access to your physical plant. It will be helpful to have an escort who is familiar with any previously identified physical plant deficiencies.
- A facility large enough to accommodate those whom the County intends to invite will be required for the workshop.

Phase II. Grant Application Development (Final).

- *Task 2.1 - Prepare Grant Applications (Final).* Continue to gather appropriate physical plant information required to describe and estimate the desired renovations and modifications. Also continue to acquire program information to substantiate the fact that programmatic changes are being used to reduce overcrowding and extend the life of the existing detention facility. Conduct a final review of Titles 15, 19 and 24 to ensure that requested modifications and renovations meet compliance requirements. Finalize the following application sections for review and comment by the Probation Department and selected County staff:

Section 1.....County Information
 Section 2.....Board of Supervisors Resolution
 Section 3.....Cost Summary
 Section 4.....Budget Summary
 Section 5.....Project Timetable
 Section 6.....Narrative

Respond to and incorporate comments from Probation Department and County staff. Organize and finalize the grant applications.

- *Task 2.2 - Supplementary Supporting Information.* Assemble additional supporting documents including statements from County officials, particularly those involved in the criminal justice system. Continue to integrate programmatic information. Assemble and organize photographs and graphics to be included in the grant applications

TRG LRS Justice

- *Informal and Formal Reviews.* Informal and formal reviews by the Probation Department and County staff are included in this phase.

Phase II. Deliverables.

- Final Grant Applications (includes the facility assessment and the estimate of probable construction costs for the renovations and modifications).

Phase III. Grant Proposal Follow-Up.

- *Task 3.1 - Deliver Grant Proposal to BOC.* Personally deliver the grant applications to the BOC on Tuesday, February 6th, 2001 (approximately two weeks early).³
- *Task 3.2 - Prepare Grant Presentation to ESC.* Script and prepare graphics and handouts for the presentation of our grant applications to the Executive Steering Committee (ESC) of the BOC. Present the technical aspects of the proposal and respond to any technical questions from the members of the ESC.

Phase III. Deliverables.

- Graphics and handouts for the presentation of the applications to the ESC of the BOC.

Additional Consulting As Desired.

- We take great pride in remaining available to our clients after a commission is completed. Follow-up consulting requiring less than two hours of a principal's time or four hours of staff time is not invoiced. Consulting beyond those limits is invoiced at an hourly rate. "Not-to-Exceed" fees can be negotiated if desired.

³ Grant proposals are due at BOC February 20th, 2001. We are suggesting that the grants should be delivered no later than February 6th, 2001. Proposals are time and date stamped when received.

TRG LRS Justice

2. Schedule.

A summary of critical "milestone" dates includes:

- Phase I and Project Initiation⁴..... December 26, 2000
- BOC Grant Application Process December 26, 2000 - May 17, 2001
 - A. Stanislaus County Grant Marketing December 26, 2000 - April 9, 2000
 - B. Begin Phase I Grant (Draft) December 26, 2000
 - Complete Phase I - Grant Dev. (Draft) January 12, 2001
 - Begin Phase II Grant (Final)..... January 15, 2001
 - Complete Grant Application Dev. (Final) January 29, 2001
 - C. Review Grant Applications with BOC Staff (Final Review)⁵..... January 29, 2001
 - D. Submit Grant Applications (No Later Than) February 3, 2001
 - E. Grant Applications Due at BOC..... February 20, 2001
 - F. BOC Staff Review/County Correct Deficiencies..... Feb. 21 - Mar. 9, 2001
 - G. ESC Reviews Applications/Preliminary Ratings Mar. 9 - Apr. 3, 2001
 - H. County Presentations to EOC/Final Ratings April 4 - 6, 2001
 - Complete Phase II - Grant Dev. (Final)..... April 6, 2001
 - I. BOC Staff Finalizes ESC Recommendation Package April 9 - 13, 2001
 - J. ESC Recommendations to Counties and BOC..... April 13, 2001
 - K. ESC Recommendations Presented to BOC May 17, 2001
 - L. New Grantee Briefings (Grant & Contract Requirements)..... June 6, 2001

Fees

The above services will be provided on a time and expense basis in accordance with our hourly rate schedule:

| | |
|---|----------|
| William Harry Munyon/Project Manager..... | \$112.00 |
| Paul Boundy/Project Architect | 102.00 |
| Estimator | 85.00 |
| Cheryl Guess Munyon/Grant Writer..... | 75.00 |
| Secretarial..... | 40.00 |

⁴ All that is required for us to begin is a verbal notification that this proposal will be accepted.

⁵ Informal reviews with BOC staff will occur throughout the grant application process.

TRGLRS Justice

Fees and reimbursable expenses will not exceed:

| | |
|---|---------------|
| Phase I Grant Proposal Development (Draft)..... | \$25,500 |
| Phase II Grant Proposal Development (Final)..... | 21,652 |
| Phase III Grant Proposal Follow-Up..... | <u>10,910</u> |
| Total (Not-to-Exceed) Fees & Reimbursables..... | \$58,062 |

Thank you for your consideration of **TRGLRS Justice**. Please telephone if you have any additional questions or if there is any other way that we may be of service. We look forward to the opportunity of working with you again!

Regards,

TRGLRS Justice

William Harry Munyon
Managing Principal
Accepted (**TRGLRS Justice** proposal letter of December 15, 2000 for grant application services to Stanislaus County).

_____(Name)

_____(Title)

_____(Date)

Man Hours by Phase

| Task | Staff | Hours | Hourly Rate | Total |
|------------------------------|--------------|--------------|--------------------|--------------------|
| Phase I (2 Grants) | | | | |
| Task 1.1 | WHM | 8.00 | \$112.00 | \$896.00 |
| | CGM | 4.00 | \$75.00 | \$300.00 |
| Task 1.2 | WHM | 12.00 | \$112.00 | \$1,344.00 |
| | CGM | 4.00 | \$75.00 | \$300.00 |
| Task 1.3 | WHM | 80.00 | \$112.00 | \$8,960.00 |
| | CGM | 80.00 | \$75.00 | \$6,000.00 |
| | PB | 10.00 | \$102.00 | \$1,020.00 |
| | Secretary | 6.00 | \$40.00 | \$240.00 |
| Task 1.4 | WHM | 8.00 | \$112.00 | \$896.00 |
| | PB | 16.00 | \$102.00 | \$1,632.00 |
| | Estimator | 24.00 | \$85.00 | \$2,040.00 |
| Task 1.5 | WHM | 16.00 | \$112.00 | \$1,792.00 |
| | Secretary | 2.00 | \$40.00 | \$80.00 |
| Phase I. Sub-Total | | | | \$25,500.00 |
| Phase II. (2 Grants) | | | | |
| Task 2.1 | WHM | 80.00 | \$112.00 | \$8,960.00 |
| | CGM | 80.00 | \$75.00 | \$6,000.00 |
| | PB | 24.00 | \$102.00 | \$2,448.00 |
| | Estimator | 16.00 | \$85.00 | \$1,360.00 |
| | Secretary | 12.00 | \$40.00 | \$480.00 |
| Task 2.2 | WHM | 12.00 | \$112.00 | \$1,344.00 |
| | CGM | 12.00 | \$75.00 | \$900.00 |
| | Secretary | 4.00 | \$40.00 | \$160.00 |
| Phase II. Sub-Total | | | | \$21,652.00 |
| Phase III. (2 Grants) | | | | |
| Task 3.1 | WHM | 16.00 | \$112.00 | \$1,792.00 |
| | CGM | 2.00 | \$75.00 | \$150.00 |
| Task 3.2 | WHM | 40.00 | \$112.00 | \$4,480.00 |
| | CGM | 24.00 | \$75.00 | \$1,800.00 |
| | PB | 24.00 | \$102.00 | \$2,448.00 |
| | Secretary | 6.00 | \$40.00 | \$240.00 |
| Phase III. Sub-Total | | | | \$10,910.00 |

Note: The above fees include all reimburseables (e.g. travel, lodging, per diem telephone, facsimile, reproduction charges, etc.) for two (2) grants.

STANISLAUS CAPITAL PROJECTS

850 10th Street

Modesto, CA 95354

Phone: (209) 558-4100 FAX: (209) 558-4118

BOARD OF SUPERVISORS

2001 MAR 22 12:15 PM
TRANSMITTAL

TO: Lillie Farriester
Clerk to The Board of Supervisors
1010 Tenth Street
Modesto, CA 95354

SUBJECT: STANISLAUS COUNTY JUVENILE HALL SPECIAL NEEDS HOUSING UNIT

DATE: 3/21/01

We are sending You X attached _____ under separate cover the following material:

- Shop Drawings
- Change Order
- Specifications
- Copy of Letter
- Plans
- Computer Printout
- Prints
- Samples
- Updates

| COPIES | DATE | DESCRIPTION |
|--------|------|--|
| 1 ea | | Fully executed contract for TRG. <u>+ 1 copy</u> |

REMARKS:

Please note that this went to the Board on January 9, 2001, Board Item No. B-15.

COPIES File AJ 2.1.1 (387)
File EJ 11.2

SIGNED: *Millie Longstreet*
Millie Longstreet
Admin. Assistant

**AGREEMENT
FOR
PROFESSIONAL SERVICES**

This Agreement is made and entered into by and between the County of Stanislaus ("County") and TRGLRS Justice ("Consultant"), on January 9, 2001 ("Agreement").

INTRODUCTION

WHEREAS, the County has a need for professional services relating to grant applications for the County's Juvenile Hall; and

WHEREAS, the Consultant is specially trained, experienced and competent to perform and has agreed to provide such services;

WHEREAS, on January 9, 2001, the Board of Supervisors authorized the Chief Executive Officer to execute an agreement with TRGLRS Justice for Board of Corrections Application Assistance to renovate Juvenile Hall (Item B-15) in an amount not to exceed \$58,062.

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

- 1 SCOPE OF WORK. The Consultant shall provide to the County the services set forth on Exhibit "A".
- 2 SCHEDULE. Services and work provided by the Consultant shall be performed in a timely manner in accordance with the time period set forth on Exhibit "A."
- 3 TERM.
 - 3.1 The term of this Agreement shall be from the date this Agreement until completion of the agreed upon services, unless sooner terminated as provided below.
 - 3.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.
 - 3.3 The County may terminate this agreement upon 10 days prior written notice. Termination of this Agreement shall not affect the County's obligation to pay for all

services actually performed by Consultant in accordance with the terms of this Agreement.

3.4 The County shall have the option, in its sole and exclusive discretion, to terminate this Agreement on the occurrence of (a) bankruptcy or insolvency of either party, or (b) sale of Consultant's business.

4 OWNERSHIP OF RECORDS. All documents and drawings prepared or produced by the Consultant under this Agreement, including, but not limited to, original and reproducible tracings, plans, specifications, calculations, sketches, CADD and other electronic data files and renderings, are the property of the County. The Consultant shall furnish the County with all documents and drawings, whether complete or incomplete, upon the County's request or upon the suspension or termination of this Agreement. The Consultant may retain copies of the documents and drawings for its records. The documents, drawings and specifications prepared by the Consultant under this Agreement may be reused by the County in total or in part on this or any other project site without additional compensation or fees paid or owed to the Consultant. The County shall indemnify, defend and hold Consultant harmless from and against any claims, costs, losses or damages as a result of County's reuse of the documents on a project for which the services were not intended or misuse of such documents.

5 COMPLIANCE WITH LAWS AND REGULATIONS. The Consultant shall provide services and work under this Agreement consistent with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions. The Consultant represents and warrants that it will perform its work in accordance with generally accepted industry standards and practices for the work required under this agreement that are in effect at the time of performance of this Agreement.

6 USE OF SUBCONSULTANTS. If the Consultant deems it appropriate to employ a consultant, expert or investigator in connection with the performance of the services under this Agreement, the Consultant will so advise the County and seek the County Project Manager's prior approval.

7 CONSIDERATION.

7.1 The Consultant shall be compensated on a hourly basis. Consultant's hourly rates are set forth on Exhibit "A".

7.2 The total amount payable under this Agreement shall not exceed Fifty Eight Thousand Sixty Two Dollars (\$58,062). The hourly fees identified in Exhibit "A" include all reimburseables (e.g., travel, lodging, per diem, telephone, facsimile, reproduction charges, etc.).

- 7.3 Except as expressly provided in this Agreement, Consultant shall not be entitled to nor receive from County any additional consideration, compensation, salary, wages or other type of remuneration for services rendered under this Agreement.
- 7.4 The Consultant shall provide the County with a periodic statement, as services warrant, of fees earned and costs incurred for services provided during the billing period, which the County shall pay in full within 30 days of the date each invoice is approved by the County. The statement will generally describe the services performed, the applicable rate or rates, the basis for the calculation of fees.
- 7.5 The County will not withhold any Federal or State income taxes or Social Security tax from any payments made by the County to Consultant under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Consultant. The County has no responsibility or liability for payment of Consultant's taxes or assessments.
- 8 **REQUIRED LICENSES, CERTIFICATES AND PERMITS.** Any licenses, certificates or permits required by the federal, state, county or municipal governments for Consultant to provide the services and work must be procured by Consultant and be valid at the time Consultant enters into this Agreement. Further, during the term of this Agreement, Consultant must maintain such licenses, certificates and permits in full force and effect. Licenses, certificates and permits may include but are not limited to driver's licenses, professional licenses or certificates and business licenses. Such licenses, certificates and permits will be procured and maintained in force by Consultant at no expense to the County.
- 9 **OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.** Unless otherwise provided in this Agreement, Consultant shall provide such subconsultants, office space, supplies, equipment, vehicles, reference materials and telephone service as necessary for Consultant to provide the services under this Agreement. The Consultant has the sole responsibility for payment of the costs and expenses incurred by Consultant in providing and maintaining such items.
- 10 **INSURANCE.** Consultant shall take out, and maintain during the life of this Agreement, insurance policies with coverage at least as broad as follows:
- 10.1 General Liability Insurance. General Liability Insurance with an additional insured endorsement naming the County, its Board, officers, employees and agents as additional insureds, with limits of no less than One Million Dollars (\$1 Million Dollars) combined single limit per occurrence for bodily injury including personal injury and property damage.
- 10.2 Automobile Liability Insurance. If the Consultant or the Consultant's officers, employees, agents, representatives or subcontractors utilize a motor vehicle in performing any of the work or services under this Agreement, owned/non-owned automobile liability insurance providing combined single limits covering bodily

injury and property damage with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence.

- 10.3 Professional Liability Insurance. Professional errors and omissions (malpractice) liability insurance with limits of no less than One Million Dollars (\$1,000,000) aggregate. Such professional liability insurance shall be continued for a period of no less than one year following completion of the Consultant's work under this Agreement.
- 10.4 Workers' Compensation Insurance. Workers' Compensation insurance as required by the California Labor Code. In signing this contract, the Consultant certifies under section 1861 of the Labor Code that the Consultant is aware of the provisions of section 3700 of the Labor Code which requires every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and that the Consultant will comply with such provisions before commencing the performance of the work of this Agreement.
- 10.5 Deductibles. Any deductibles, self-insured retentions or named insureds must be declared in writing and approved by the County. At the option of the County, either: (a) the insurer shall reduce or eliminate such deductibles, self-insured retentions or named insureds, or (b) the Consultant shall provide a bond, cash, letter of credit, guaranty or other security satisfactory to the County guaranteeing payment of the self-insured retention or deductible and payment of any and all costs, losses, related investigations, claim administration and defense expenses. The County, in its sole discretion, may waive the requirement to reduce or eliminate deductibles or self-insured retentions.
- 10.6 Additional Insured Endorsement. The Consultant shall provide a specific endorsement to all required insurance policies, except Workers' Compensation insurance and Professional Liability insurance, naming the County and its elected officials, officers, employees and agents as additional named insureds regarding: (a) liability arising from or in connection with the performance or omission to perform any term or condition of this Agreement by or on behalf of the Consultant, including the insured's general supervision of the Consultant; (b) services, products and completed operations of the Consultant; (c) premises owned, occupied or used by the Consultant; and (d) automobiles non-owned, leased, hired or borrowed by the Consultant.
- 10.7 Waiver of Right of Subrogation. For Workers' Compensation insurance, the insurance carrier shall waive all rights of subrogation against the County its officers, officials and employees for losses arising from the performance of or the omission to perform any term or condition of this Agreement by the Consultant.

- 10.8 Consultant's Insurance is Primary. The Consultant's general liability insurance coverage shall be primary insurance regarding the County and the County's officers, officials and employees. Any insurance or self-insurance maintained by the County or its elected officers, employees and agents shall be excess of the Consultant's insurance and shall not contribute with Consultant's insurance.
- 10.9 Notice to be Provided In the Event of Cancellation of Insurance. Each insurance policy required by this section shall be endorsed to state that coverage shall not be canceled except after thirty (30) days' prior written notice has been given to the County. The Consultant shall promptly notify the County of any change in the insurance policy or policies required under this Agreement, including, without limitation, any reduction in coverage or in limits of the required policy or policies.
- 10.10 Minimum Rating Requirements. Insurance is to be placed with United States domestic admitted insurers with a current rating by Best's Key Rating Guide acceptable to the County. California admitted insurers (licensed to do business in California) with a rating of at least A-VII shall be acceptable to the County; lesser ratings must be approved in writing by the County prior to the commencement of work under this Agreement.
- 10.11 Subconsultants shall Maintain Same Levels of Insurance. Consultant shall require that all of its subcontractors are subject to the insurance and indemnity requirements stated herein, or shall include all subcontractors as additional named insureds under its insurance policies.
- 10.12 Certificates of Insurance. At least ten (10) days prior to the date the Consultant begins performance of its obligations under this Agreement, Consultant shall furnish the County with certificates of insurance and with original endorsements effecting coverage required by this Agreement, including, without limitation, those effecting coverage for subcontractors of the Consultant. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and, in the County's sole and absolute discretion, approved by County. The County reserves the right to require complete copies of all required insurance policies and endorsements, at any time.
- 10.13 Limits of Insurance Do Not Limit Liability. The limits of insurance described herein shall not limit the liability of the Consultant and Consultant's officers, employees, agents, representatives or subcontractors.
- 10.14 Miscellaneous. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials and employees. The Consultant's insurance shall apply separately to each insured against whom

claim is made or suit is brought, except with respect to the limits of the insurer's liability.

11 DEFENSE AND INDEMNIFICATION

- 11.1 Consultant shall defend, indemnify and hold harmless the County, and its elected officials, officers, employees and agents from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorney fees, arising out of or resulting from the negligence or willful misconduct of Consultant in connection with this Agreement. Consultant's obligation under this paragraph extends to any claim, damage, loss, liability, expense or other cost which is caused in whole or in part, directly or indirectly, by any negligent act or omission or willful misconduct of the Consultant and its officers, employees, agents, representatives or subconsultants.
- 11.2 Consultant's obligation to defend, indemnify and hold the County and its agents, officers and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Consultant to procure and maintain a policy of insurance.
- 11.3 To the extent permitted by law, the County shall defend, indemnify and hold harmless Consultant from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorney's fees, arising out of or resulting from the active negligence or wrongful acts of the County.
- 11.4 Consultant shall not be responsible for liability caused by the presence or release of hazardous substances or contaminants at the site, unless the release results from the negligence of Consultant, its employees or its subconsultants. At no time shall title to hazardous substances, solid wastes, petroleum contaminated soils or other regulated substances pass to Consultant, nor shall any provision of this Agreement be interpreted to permit or obligate Consultant to assume the status of "generator," "owner," "operator," "transporter," or "treatment, storage or disposal facility" under state or federal law.

12 STATUS OF CONSULTANT

- 12.1 All acts of Consultant and its officers, employees, agents, representatives, subcontractors and all others acting on behalf of Consultant relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers or employees of the County. Consultant, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of the County. Except as expressly provided in Exhibit "A", Consultant has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer or employee of the County is to be considered an employee of Consultant.

13 RECORDS AND AUDIT.

13.1 Consultant shall prepare and maintain all writings, documents and records prepared or compiled in connection with the performance of this Agreement for a minimum of four (4) years from the termination or completion of this Agreement. This includes any handwriting, typewriting, printing, photostatic, photographing and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds or symbols or any combination thereof.

13.2 Any authorized representative of the County shall have access to any writings as defined above for the purposes of making audit, evaluation, examination, excerpts and transcripts during the period such records are to be maintained by Consultant. Further, the County has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

14 NONDISCRIMINATION. During the performance of this Agreement, Consultant and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental handicap, medical condition, marital status, age, political affiliation or sex. Consultant and its officers, employees, agents, representatives or subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, sections 12900, et seq.) and the applicable regulations promulgated thereunder in the California Code of Regulations. Consultant shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto and all administrative rules and regulations issued pursuant to said act. Consultant further agrees to abide by the County's nondiscrimination policy.

15 ASSIGNMENT. This is an agreement for the services of Consultant. The County has relied upon the skills, knowledge, experience and training of Consultant and the Consultant's firm, associates and employees as an inducement to enter into this Agreement. Consultant shall not assign or subcontract this Agreement without the express written consent of the County. Further, Consultant shall not assign any monies due or to become due under this Agreement without the prior written consent of the County.

16 WAIVER OF DEFAULT. Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

17 NOTICE. Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which

Consultant or the County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first class mail to the respective parties as follows:

To County: Stanislaus County Chief Executive Office
Attention: Patricia Hill Thomas
1010 10th Street 6th Floor
Modesto, CA 95354

To Consultant: TRGLRS Justice
75342 Montecito Drive
Indian Wells, CA 92210
(559)269-3500
(760)862-0027 (fax)

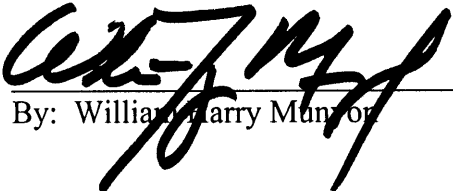
- 18 CONFLICTS. Consultant shall abide by the Conflict of Interest laws and regulations applicable under State law, and shall not accept any gifts in connection with his work for the County.
- 19 SEVERABILITY. If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or local statute, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.
- 20 AMENDMENT. This Agreement may be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.
- 21 INTEGRATION. This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.
- 22 CONSTRUCTION. Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

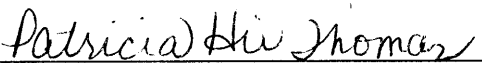
23 GOVERNING LAW AND VENUE. This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the day and year first hereinabove written.

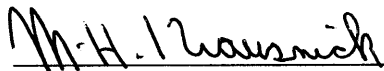
CONSULTANT
TRGLRS JUSTICE

COUNTY OF STANISLAUS


By: William Harry Munro


Patricia Hill Thomas, Project Manager

Approved as to form:


Michael H. Krausnick, County Counsel