

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

DEPT: Chief Executive Office

BOARD AGENDA # *B-15

Urgent Routine

AGENDA DATE June 3, 2008

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval to Enter into a Contract with Crout & Sida Criminal Justice Consultants Inc. for Architectural Programming Services for the Public Safety Center Jail Expansion Project

STAFF RECOMMENDATIONS:

1. Approval to enter into a contract agreement with Crout & Sida Criminal Justice Consultants Inc., for architectural programming services for the Public Safety Center Jail Expansion Project.
2. Authorize the Chief Executive Office to execute and sign agreements, purchase orders and work authorizations for professional architectural programming services to manage the project at a cost no greater than \$128,000.
3. Authorize the Auditor-Controller to transfer \$17,142 of appropriations from Services and Supplies to Fixed Assets as recommended in the attached Journal Voucher.

FISCAL IMPACT:

On June 26, 2007, the Board of Supervisors accepted the Updated Public Safety Center Jail Needs Assessment and Public Safety Services Master Plan, and authorized staff to develop an overall implementation strategy which included the development of phasing options, funding options, and professional programming services. On January 10, 2008, the Project Manager released a Request for Proposals (RFP) for architectural services. On April 3, 2008, a total of four proposals were received from prospective bidders. A review team comprised of staff from the Chief Executive Office and the Capital
(Continued on Page 2)

BOARD ACTION AS FOLLOWS:

No. 2008-390

On motion of Supervisor Monteith, Seconded by Supervisor O'Brien

and approved by the following vote,

Ayes: Supervisors: O'Brien, Monteith, DeMartini and Chairman Mayfield

Noes: Supervisors: None

Excused or Absent: Supervisors: Grover

Abstaining: Supervisor: None

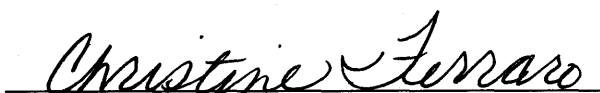
1) X Approved as recommended

2) _____ Denied

3) _____ Approved as amended

4) _____ Other:

MOTION:



ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

FISCAL IMPACT: (Continued)

Project team and Sheriff's staff evaluated, interviewed and is recommending the most qualified firm to assist in this important next phase of planning for new facilities. The review team determined that Crout & Sida Criminal Justice Consultants Inc. proposal and qualifications best meet the needs and requirements of the project. The cost of architectural design services associated with this project is estimated not to exceed \$128,000 through a professional services agreement with Crout & Sida Criminal Justice Consultants Inc. and will be funded by existing appropriations in the Chief Executive Office Public Safety Center-Jail Expansion Project budget.

DISCUSSION:

This recommendation is made to the Board of Supervisors for consideration to begin the process of developing a pre-architectural facility program with a comprehensive list of interior and exterior space requirements for the expansion of the Stanislaus County Public Safety Center.

The Jail Needs Assessment Report approved by the Board on June 26, 2007, outlines facility, staffing and operational cost estimates for expanded jail and law enforcement facilities at the County's Public Safety Center and future replacement of the Men's Jail and Honor Farm. Study findings indicate that jail expansion options through the year 2010 (current need) include the need for 421 new jail beds and the Jail Core Operations Building that is critical to any further jail bed expansion at the Public Safety Center. The preliminary pre-design cost estimate is over \$80 million. The project requires the professional services of an architectural programmer for the next phase of the planning for this effort.

The Needs Assessment projects facility needs well into the future. Jail facilities and the associated operational costs are County General Fund obligations. It is likely that a project will be constructed in phases based upon available funding. Currently, there is no adequate funding source to expand and replace all the facilities identified in the Needs Assessment Reports. The County's Public Facility Fee (PFF) program collects funds for jail needs as the community grows. This fund has accumulated over \$27 million to date that can be used toward the expansion project. Collections are estimated at \$3.8 million per year. An existing annual debt obligation of \$807,678 to offset previous jail facility construction, results in nearly \$3 million available for future debt service on an annual basis, again limited to new Sheriff detention facilities that are built to address growth needs in the community. State funding is available only to Counties which agree to site a State Prison/Re-entry facility in the County.

Approval to Enter into a Contract with Crout & Sida Criminal Justice Consultants Inc. for Architectural Programming Services for the Public Safety Center Jail Expansion Project
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On March 4, 2008, the Board of Supervisors gave approval to proceed with the Public Safety Center Expansion Project, which included initiating an Environmental Review, and establishing a new Public Safety Center Capital Project budget of \$2 million, funded by Public Facility Fees collected for this project.

Crout & Sida Criminal Justice Consultants Inc. will plan for the characteristics and operations of each space and adjacency requirements with workflow considerations and diagrams. A summary will be required detailing space and functional requirements, special design considerations and design guidelines, staffing requirements and other operational considerations to be included in the design of the facilities and site. Staff considers the programming phase the most important in the overall planning effort, as it will provide a "blueprint" for future decision making. This phase will result in a very detailed plan for the space needed, by type and function as well as staffing plans for the jails.

The cost of architectural design services associated with this project is estimated not to exceed \$128,000 through a professional services agreement with Crout & Sida Criminal Justice Consultants Inc. and will be funded by existing appropriations in the Chief Executive Office Public Safety Center-Jail Expansion Project budget. A technical adjustment is also being requested at this time to transfer existing appropriations in the project budget in the amount of \$17,142 from Services and Supplies to Fixed Assets.

The Chief Executive Office will return to the Board to provide an update prior to beginning the next phase of the project.

POLICY ISSUES:

Approval of this action supports the Board's priority of A safe community and the Efficient delivery of public services.

STAFFING IMPACT:

Current Capital Projects staff working in collaboration with the Sheriff's Department will oversee the contract for architecture programming services. There is no additional staffing impact.

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement For **Professional Services** is made and entered into by and between the **County of Stanislaus** ("County") and **Crout & Sida Criminal Justice Consultants in association with Rosser International, Inc.**, whose address is 86 Gibson Road, Templeton, California ("Consultant"), on **June 3, 2008**.

Introduction

WHEREAS, the County has a need for professional services relating to the **Programming for the For Detention Facilities at the Public Safety Center**; and

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

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

Terms and Conditions

1. Scope of Work

1.1 The Consultant shall furnish to the County upon execution of this Agreement or receipt of the County's written authorization to proceed, those services and work set forth in **Exhibit A (Scope of Work)** which is attached hereto and, by this reference, made a part hereof. The following are Consultant's key personnel under this Agreement:

- William Crout, Crout & Sida Criminal Justice Consultants, Inc.
- Joy Holland, Rosser International, Inc.
- Philip Mathur, Cumming Corporation
- Larry Phillips, Rosser International, Inc.

1.2 All documents, drawings and written work product prepared or produced by the Consultant under this Agreement, including without limitation electronic data files, are the property of the Consultant; provided, however, the County shall have the right to reproduce, publish and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Consultant may copyright the same, except that, as to any work which is copyrighted by the Consultant, the County reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so, provided that any use of such work for any purposes other than those provided in this Agreement shall be without risk or liability to Consultant.

1.3 Services and work provided by the Consultant under this Agreement will be performed in a timely manner in accordance with a schedule of work set forth in **Exhibit B (Schedule)**.

1.4 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 profession or professions that are used in performance of this Agreement and that are in effect at the time of performance of this Agreement.

1.5 The Consultant acknowledges and agrees that it is responsible to ensure the program it provides comports with the requirements of applicable statutory and case law, including, without limitation, the requirements set forth in *Rodriquez v. Stanislaus County*.

1.6 If the Consultant deems it appropriate to employ a subconsultant in connection with the performance of the services under this Agreement, the Consultant will so advise the County and seek the County's prior approval of such employment.

2. Compensation

2.1 The Consultant shall be compensated on a **NOT TO EXCEED Amount of One Hundred Twenty Eight Thousand Six Hundred Seventy and No/100 (\$128,670.00) Dollars** for performance of the scope of work and services described in Exhibit "A" to this Agreement entitled "Scope of Work." Consultant's costs, which are normally considered to be "reimbursable expenses," such as copying charges, travel and hotel expenses are included within the "not to exceed amount of \$128,670, and Consultant shall not be entitled to separate or additional reimbursement of any reimbursable expenses.

2.2 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, including, but not limited to, meals, lodging, transportation, drawings, renderings or mockups. Specifically, Consultant shall not be entitled by virtue of this Agreement to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.

2.3 The Consultant shall provide the County with a monthly or a quarterly 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, and a reasonable itemization of costs.

2.4 County will not withhold any Federal or State income taxes or Social Security tax from any payments made by 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. County has no responsibility or liability for payment of Consultant's taxes or assessments.

3. Term

3.1 The term of this Agreement shall be from the date of 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 15 days prior written notice. Termination of this Agreement shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Consultant, subject to any applicable setoffs.

3.4 At the option of the County, this Agreement may terminate on the occurrence of (a) bankruptcy or insolvency of Consultant, or (b) sale of Consultant's business.

3.5 County may terminate this Agreement at any time if any key personnel are no longer available to provide services under this Agreement, and if Consultant does not find a replacement satisfactory to County within 10 days.

4. Representatives.

Each party shall designate a representative, authorized to act on the party's behalf with respect to this Agreement. Consultant hereby designates William Crout as Project Manager. Owner hereby designates Patricia Hill Thomas as Project Manager. The parties or such authorized representatives shall render required decisions promptly, to avoid unreasonable delay in the progress of Consultant's services. Each party may delegate all or some of its representative's role and function to some other representative.

5. 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 described in Exhibit A 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.

6. Office Space, Supplies, Equipment, Etc.

Unless otherwise provided in this Agreement, Consultant shall provide such office space, supplies, equipment, vehicles, reference materials and telephone service as is necessary for Consultant to provide the services under this Agreement. The Consultant - not the County - has the sole responsibility for payment of the costs and expenses incurred by Consultant in providing and maintaining such items.

7. Insurance

7.1 Consultant shall take out, and maintain during the life of this Agreement, insurance policies with coverage at least as broad as follows:

7.1.1 **General Liability.** Commercial general liability insurance covering bodily injury, personal injury, property damage, products and completed operations with limits of **no less than One Million Dollars (\$1,000,000)** per incident or occurrence. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to any act or omission by Consultant under this Agreement or the general aggregate limit shall be twice the required occurrence limit.

7.1.2 **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.

7.1.3 **Automobile Liability Insurance.** If the Consultant or the Consultant's Board, officers, employees, agents or representatives 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 liability with limits of **no less than One Million Dollars (\$1,000,000) per incident or occurrence.**

7.1.4 **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.

7.2 Any deductibles, self-insured retention's or named insureds must be declared in writing and approved by County. At the option of the County, either: (a) the insurer shall reduce or eliminate such deductibles, self-insured retention's 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 retention's, in which case, the Consultant agrees that it will be responsible for and pay any self-insured retention or deductible and will pay any and all costs, losses, related investigations, claim administration and defense expenses related to or arising out of the Consultant's defense and indemnification obligations as set forth in this Agreement.

7.3 The Consultant shall obtain a specific endorsement to all required insurance policies, except Workers' Compensation insurance and Professional Liability insurance, naming the County and its Board, officers, officials and employees as additional 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 its subcontractors; (b) services, products and completed operations of the Consultant; (c) premises owned, occupied or used by the Consultant; and (d) automobiles owned, leased, hired or borrowed by the Consultant. For Workers' Compensation insurance, the insurance carrier shall agree to waive all rights of subrogation against the County its Board, 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.

7.4 The Consultant's insurance coverage shall be primary insurance regarding the County and County's Board, officers, officials, agents, and employees. Any insurance or self-insurance maintained by the County or County's Board, officers, officials and employees shall be excess of the Consultant's insurance and shall not contribute with Consultant's insurance.

7.5 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its Board, officers, officials and employees.

7.6 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.

7.7 Each insurance policy required by this section shall be endorsed to state that coverage shall not be canceled by either party except after thirty (30) days' prior written notice has been given to County. The Consultant shall promptly notify, or cause the insurance carrier to 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.

7.8 Insurance shall be placed with California admitted insurers (licensed to do business in California) with a current rating by Best's Key Rating Guide of no less than A-:VII; provided, however, that if no California-admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List

of Eligible Surplus Line Insurers maintained by the California Department of Insurance. Lesser ratings must be approved in writing by the County prior to the commencement of work under this Agreement.

7.9 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 insureds under its insurance policies.

7.10 At least ten (10) days prior to the date the Contractor begins performance of its obligations under this Agreement, Contractor shall furnish County with certificates of insurance, and with original endorsements, showing coverage required by this Agreement, including, without limitation, those that verify coverage for subcontractors of the Contractor. 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 County's sole and absolute discretion, approved by County. County reserves the right to require complete copies of all required insurance policies and endorsements, at any time.

7.11 The limits of insurance described herein shall not limit the liability of the Consultant and Consultant's officers, employees, agents, representatives or subcontractors.

8. Defense and Indemnification

8.1 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless and defend the County and its agents, Board, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement by the Consultant or Consultant's officers, employees, agents, representatives or subcontractors and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Notwithstanding the foregoing, Consultant's obligation to indemnify the County and its agents, Board, officers and employees for any judgment, decree or arbitration award shall extend only to the percentage of negligence or responsibility of the Consultant in contributing to such claim, damage, loss and expense.

8.2 Consultant's obligation to defend, indemnify and hold the County and its agents, Board, 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.

8.3 Subject to the limitations in 42 United States Code section 9607 (e), and unless otherwise provided in a Scope of Services approved by the parties:

(a) 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 or its subcontractors;

(b) No provision of this Agreement shall be interpreted to permit or obligate Consultant to assume the status of "generator," "owner," "operator," "arranger," or "transporter" under state or federal law; and

(c) At no time shall title to hazardous substances, solid wastes, petroleum contaminated soils or other regulated substances pass to Consultant.

9. Status of Consultant

9.1 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 County. Consultant, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Exhibit A, Consultant has no authority or responsibility to exercise any rights or power vested in the County. It is understood by both Consultant and County that this Agreement shall not be construed or considered under any circumstances, to create an employer-employee relationship, partnership, or a joint venture.

9.2 At all times during the term of this Agreement, the Consultant and its officers, employees, agents, representatives or subcontractors are, and shall represent and conduct themselves as, independent contractors and not employees of County.

9.3 Consultant shall determine the method, details and means of performing the work and services to be provided by Consultant under this Agreement. Consultant shall be responsible to County only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Consultant in fulfillment of this Agreement. Consultant has control over the manner and means of performing the services under this Agreement. If necessary, Consultant has the responsibility for employing other persons or firms to assist Consultant in fulfilling the terms and obligations under this Agreement.

9.4 If in the performance of this Agreement any third persons are employed by Consultant, such persons shall be entirely and exclusively under the direction, supervision and control of Consultant. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging, or any other term of employment or requirements of law, shall be determined by the Consultant.

9.5 Consultant is permitted to provide services to others during the same period service is provided to County under this Agreement; provided, however, such services do not conflict directly or indirectly with the performance of the Consultant's obligations under this Agreement.

9.6 It is further understood and agreed that Consultant must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Consultant's assigned personnel under the terms and conditions of this Agreement.

9.7 As an independent contractor, Consultant hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

10. Records and Audit

10.1 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, photo static, 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.

10.2 Any authorized representative of 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, County has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

11. 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 (including genetic characteristics), marital status, age, political affiliation, sex, or sexual orientation. Consultant and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

12. Assignment

This is an agreement for the services of Consultant. 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 County. Further, Consultant

shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

13. 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.

14. 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 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: County of Stanislaus
Capital Projects
825 12th Street
Modesto, CA 95354
(209) 525-4380 (phone)
(209) 525-4385 (fax)

To Consultant: Crout & Sida Criminal Justice Consultants, Inc
in association with Rosser International, Inc.
86 Gibson Road
Templeton, California 93465
Telephone 805.434.9882
Fax 805.434.9882

15. Conflicts

Consultant represents and warrants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement. Without limitation, Consultant represents to and agrees with County that Consultant has no present, and will have no future conflict of interest between providing County services hereunder and any interest Consultant may presently have, or will have in the future, with respect to any other person or entity which has any interest adverse or potentially adverse to County, as determined in the reasonable judgment of County.

16. Confidentiality

Any information, whether proprietary or not, made known to or discovered by Consultant during the performance of or in connection with this Agreement for County, will be kept confidential

and not be disclosed to any other person. Consultant will immediately notify County in writing if it is requested to disclose any information made known to or discovered by during the performance of or in connection with this Agreement. These conflict of interest, confidentiality and future service provisions and limitations shall remain fully effective indefinitely after termination of services to County hereunder.

17. 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 county 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.

18. 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.

19. Entire Agreement

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.

20. 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.

21. 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 on the day and year first herein above written.

COUNTY OF STANISLAUS By: <u>Patricia Hill Thomas</u> Patricia Hill Thomas Chief Operations Officer/ Assistant Executive Officer	Crout & Sida Criminal Justice Consultants, Inc. By: <u>William J. Crout</u> "Consultant"
APPROVED AS TO FORM: By: <u>John P. Doering</u> John P. Doering, County Counsel	

EXHIBIT A

SCOPE OF WORK

I. INTRODUCTION

The County of Stanislaus "County" desires to retain the services of a well-qualified firm ("Consultant") to provide pre-architectural programming for the next phase of the Stanislaus County Public Safety Center (PSC) project.

II. BACKGROUND, PROJECT OBJECTIVES, AND PHASED APPROACH

A. Background

Continuing growth and a need to replace existing jail facilities with updated, higher security facilities has caused Stanislaus County to revisit its plans for the development and expansion of the Public Safety Center (PSC) located at Hackett Road and Crows Landing Road in Modesto. The original Public Safety Center Master Plan was developed in 1989. Several elements of the master plan were designed and constructed during the 1990's. The initial development included 4 medium and 1 maximum-security housing units having a total capacity for 296 inmates, including a special needs housing unit for 20 inmates. A minimum-security housing facility was constructed in 1994 to accommodate 192 inmates. A Kitchen/Laundry facility (March 1994) was constructed to support the Master Plan's anticipated build-out of the PSC site. In 1996, the Sheriff's Operations Center was opened and a 5th medium security-housing unit was added.

In June 2007, County staff presented to the Board of Supervisors a newly revised and completed Needs Assessment and Master Plan for Jail Expansion prepared by TRG Consulting. After review, the Stanislaus County Board of Supervisors accepted the Needs Assessment and Master Plan and directed County staff to continue on to the next phase of the project.

In this phase, the Consultant, working with the Project Team, will develop a pre-architectural facility program with a comprehensive list of interior and exterior space requirements. The Consultant shall include a discussion of the characteristics and operations of each space and adjacency requirement with workflow considerations and diagrams. A summary will be required detailing space and functional requirements, special design considerations and design guidelines, staffing requirements and other operational considerations to be included in the design of the facilities and site.

B. Project Objectives

The objectives of this phase of the project are to:

1. Develop a detailed pre-architectural facility program based upon the approved Needs Assessment.

2. Conduct an operational analysis of the program, and develop a planning concept to include analysis by the County, security and safety considerations, and other pertinent functional considerations.
3. Revise the Master Plan cost estimate and schedule.
4. Explore alternatives and recommend new facilities for housing Return to Custody (RTC) prisoners compliant with the State of California Corrections Standards Authority's Construction or Expansion of County Jails RFP.

To accomplish these objectives will require substantial interaction with the Project Team. The work will include regular, weekly progress meetings with Sheriff's Department representatives, Capital Projects and others during the pre-architectural programming.

Concurrently with the Public Safety Center pre-architectural programming, the County will conduct an analysis of funding alternatives and will develop a detailed implementation strategy. The selected consultant and the County will work together to develop a project delivery system, project budgets and implementation schedule that reflects the County's funding capacity and plan, resulting in a coordinated set of recommendations to be presented to the County Board of Supervisors.

C. Phased Approach

The County has proposed a three phased approach toward reaching its goal; development of a needs assessment plan, programming required services and designing and constructing the projects.

1. Phase 1, Needs Assessment, was recently completed by TRG Consulting in cooperation with the Chief Executive's Office and the Sheriff's Department.
2. Phase 2, Programming, is the subject of this RFP. The programming will include, but not be limited to,
 - Bed Expansion and classification upgrade
 - Core Operations Building at the Public Safety Center.
 - Central Control upgrade and expansion.
 - Inmate Property storage.
 - Inmate & Facility Support Services storage and expansion.
 - Court Holding Facility in downtown Modesto
 - Closure of the Existing Men's Jail in downtown Modesto.

- Staffing Analysis

3. Phase 3, Design and Construction, will use the Program developed in Phase 2 to Design, Construct and Staff the required facilities.

4. Optional Phase An Optional Phase will be to evaluate and determine housing needs and staffing analysis if the County contracts with the State of California Department Of Corrections and Rehabilitation (CDCR) for the housing of return to custody (RTC) State prisoners to County Jail facilities as detailed in AB 900. The Option will include:

- Program required to house approximately 500 RTC Inmates
- Staffing
- Ensure that estimated bed cost do not exceed State requirement
- Consider the advantages and disadvantages of a joint or “Regional” facility concept.

Finally, to facilitate these efforts, it is intended to develop an updated site plan for the Sheriff’s Detention services through the development and cost revues during the Programming and design phases.

III. NEEDS ASSESSMENT BACKGROUND

A. 1988 Needs Assessment

In 1988 KITCHELL CEM completed the original Jail Needs Assessment and Master Plan. Nearly 20 years has past since that report was completed. In the original 1988 study, Kitchell provided projections, which included a county population of 468,980 which is slightly short of our actual County population of 514,000, an estimated annual bookings of over 45,000 with an actual total of just over 23,000 recorded in 2006. Finally, Kitchell projected that there would be a need for 1,850 beds within the Stanislaus County Jail system. The current maximum bed capacity is capped at 1,492.

In 1989, using the Kitchell study, the Board of Supervisor approved a Jail implementation Plan that was broken into three plans or phases. The Immediate Action Plan, the 5-Year Plan and the 20-Year Plan.

Since 1989 new beds where constructed as follows:

◆ BID PACKAGE #1	Site & Infrastructure	\$ 607,800	1989	-
◆ BID PACKAGE #2	Immediate Action Plan	\$29,830,400	1992	294 Beds

◆ BID PACKAGE #3	Support Services & Minimum Housing Unit	\$12,972,700	1993/94	192 Beds
◆ BID PACKAGE #4	Sheriff's Operation Center	\$ 6,603,400	1995	0
◆ BID PACKAGE #5	56-Cell Medium Security Housing Unit (H/U "I")	\$ 4,702,100	1996	56 Beds
◆ VIOLENT OFFENDER GRANT	Public Safety Center Medium Security Housing Units	\$ 465,000	1998	84 Beds
◆ <u>PSC Double Bunk Project</u>		<u>\$ 77,000</u>	<u>2006</u>	<u>100 Beds</u>

Total New Beds 726 Beds

Total Beds in System 2007 1492 Beds

A "Checklist", of all projects, those completed by plan and total beds as they exist today are as follows: (✓ = Completed project)

IMMEDIATE ACTION PLAN..... 296 Beds

- 224 Medium Security Beds)**
- 70 Special Custody Beds (plus 2 Safety Cells)
- Interim Booking and Jail Operations area

5-YEAR PLAN..... 680 Beds

- Support Services Building & Central Plant
- 192 Bed Minimum Housing Unit
- 48 Bed Female Special Housing & Intake Housing
- 32 Acute Medical/Mental Health Beds
- 56 Sub-Acute Medical/Mental Health Beds
- 56 Male Intake Beds
- Core Operations Building

20-YEAR PLAN..... 1768 Beds

- 448 Medium Security Beds (8-56 Cells Units)
- 384 Minimum Security Beds (2-192 Bed Units)
- 256 Jail Alternatives (Work Furlough)

Based on the comparison of the original projects from both the 1988 Kitchell study and the 1989 Jail Implementation Plan, there were approximately 350 beds never constructed. The last new beds constructed were in 1998. Since 1998, the total capacity for the Jails remained at 1392, until late 2006 when the 100 bed double bunking project was conducted at the Public Safety Center. Continuing growth and a need to replace existing jail facilities with updated, higher security facilities required the Sheriff to initiate innovated citation and early release policies.

These release policies are required by law and by federal mandate as detailed in Rodriquez v. Stanislaus County, which requires specific restrictions and notifications regarding the Jail inmate counts. In short, Rodriquez requires the Sheriff to operate Jail facilities under a flexible capacity (Flex Cap). Whenever the Flex Cap is reached at any Facility, Sheriff's staff initiates a series of inmate release criterion until the inmate population is manageable and at an acceptable level. The maximum level that is acceptable is equal to 10% of the respective facility's capacity. Typically, the facility populations have been "bumping" the Flex Cap ceiling on a shift by shift basis, every day. Consultant's program shall comport with the requirements of applicable statutory and case law, including, without limitation, the requirements set forth in Rodriquez v. Stanislaus County.

B. 2007 Needs Assessment

In February 2006, County staff recommended that the Board of Supervisors establish a Needs Assessment committee to research all possible options regarding the "next steps" toward addressing current and future inmate bed and services needs and to review possible funding options. Needs and services could include both adult and juvenile incarcerated persons and would address current and newly constructed housing. Beds and space detailed in these plans and proposed construction Bid Packages were in no way intended to relieve the Jail over-crowding problem. A copy of the 2007 Needs Assessment is enclosed for your review.

Although Jail bookings have remained fairly consistent between 1998 and 2007, the average length of stay in custody has grown by 25%. In addition, Sheriff's staff are compelled to reach further down the Flex Cap criterion list to keep below the Flex Cap ceiling and there is an increase in the adjudication process being pushed into the future due to increased fail to appear and citation releases. Other factors contributing to the overcrowding and untimely release of incarcerated persons into the community include:

- ◆ Double Bunking and Sheriff's Policy Change occurred in late 2006
- ◆ Double Bunking started as a replacement for beds at the Honor Farm to house more serious offenders at the Public Safety Center, very short term relief to overall population, but pressure continued to use Honor Farm beds, and they are now counted as additional beds
- ◆ Total Capacity is 1,492 with 100 beds double bunked in 2006
- ◆ Sheriff modified citing and release policy and engaged in Emergency Release Process to Alternative Work Program (AWP) for sentenced inmates to provide some level of structure to their "early release"
- ◆ January 2007, the Board of Supervisors approved Sheriff's request to expand the Alternative Work Program from 45 days to 90 days

A summary of the 2007 Needs Assessment is as follows:

- ◆ There are not enough beds to meet adult detention needs in the near future.
- ◆ The antiquated linear design of the Men's Jail is difficult to manage and control and unnecessarily expensive to operate.
- ◆ The Honor Farm lacks the security necessary for the type of inmate currently held at that detention facility.
- ◆ The Public Safety Center will remain a type II Facility defined in title 24 of the California Code of Regulations. There is an immediate need for 420 beds in 210 double cells.
- ◆ The Core Building components must be constructed to support additional beds

C. Projected Build-Out Cost Estimates From the 2007 Needs Assessment

	Description	Cost/Facility	Facility Accumulated Cost	Staffing Cost	Staffing Accumulated Cost
Option 1	Core Building and 300 Beds - 2010 Need	\$78,844,960	\$78,844,960	\$12,492,447	\$12,492,447
Option 2	121 Beds – 2010 Need	\$19,965,000	\$98,809,960	\$3,194,400	\$15,686,847
Option 3	Close Honor Farm (370 Beds)	\$26,362,500	\$125,172,460	\$302,412	\$15,989,259
Option 4	Close Jail(396 Beds)	\$65,340,000	\$190,512,460	\$0	\$15,989,259
Option 5	Court Holding/Demo Jail	\$20,000,000	\$210,512,460	\$1,263,976	\$17,253,235

IV. SCOPE OF SERVICES SUGGESTED

An outline of tasks for the Public Safety Center expansion and pre-architectural programming scope of work is suggested below; however, this is provided as a guideline only. Please provide your firm's recommended project methodology and a detailed scope of services.

Pre-Architectural Facility Program

Detailed Program of Space Requirements

i. Comprehensive List of Space Requirements

- Component, Unit and Space Identification
- Net Usable Square Footage Required (By Room/Space)
- Notation of Applicable Code Requirements
- Total Net Space By Component
- Application of County Workstation Standards (Office Areas)
- Support Space/Common Space Needs
- Gross Space Requirements
- Programmed Outdoor/Exterior Space Needs
 - Within Enclosed Security Yard
 - Sally port (if applicable)

- Recreation/Exercise Yard(s)
- Public/Non-Secured Areas
- Staff Parking
- Visitor Parking
- Staffing Requirements
- Staffing By Position, By Shift (Including Total By Component)
- Space Characteristics
 - Utilities Required (Water, HVAC, Sanitary, Lighting, etc.)
 - Materials (walls, ceilings, floors, glazing,
 - Security Requirements
 - Operational Considerations Affecting Design
 - Notation of Applicable Code Requirements and Compliance with the State of California Corrections Standards Authority
- Adjacency and Workflow Considerations
 - Relationship of Spaces within Components
 - Inter-Relationship of Components
 - Component Location Relative to Security Requirements
 - Notation of Applicable Code Requirements
- Summary of Space Requirements
 - Total of Space Requirements By Component
 - Net Usable Square Footage
 - Gross Square Footage
- Special Design Considerations
 - Program Assumptions
 - Operational Assumptions

At the conclusion of the Pre-Architectural Program, Stanislaus County will review the program prior to engaging design services.

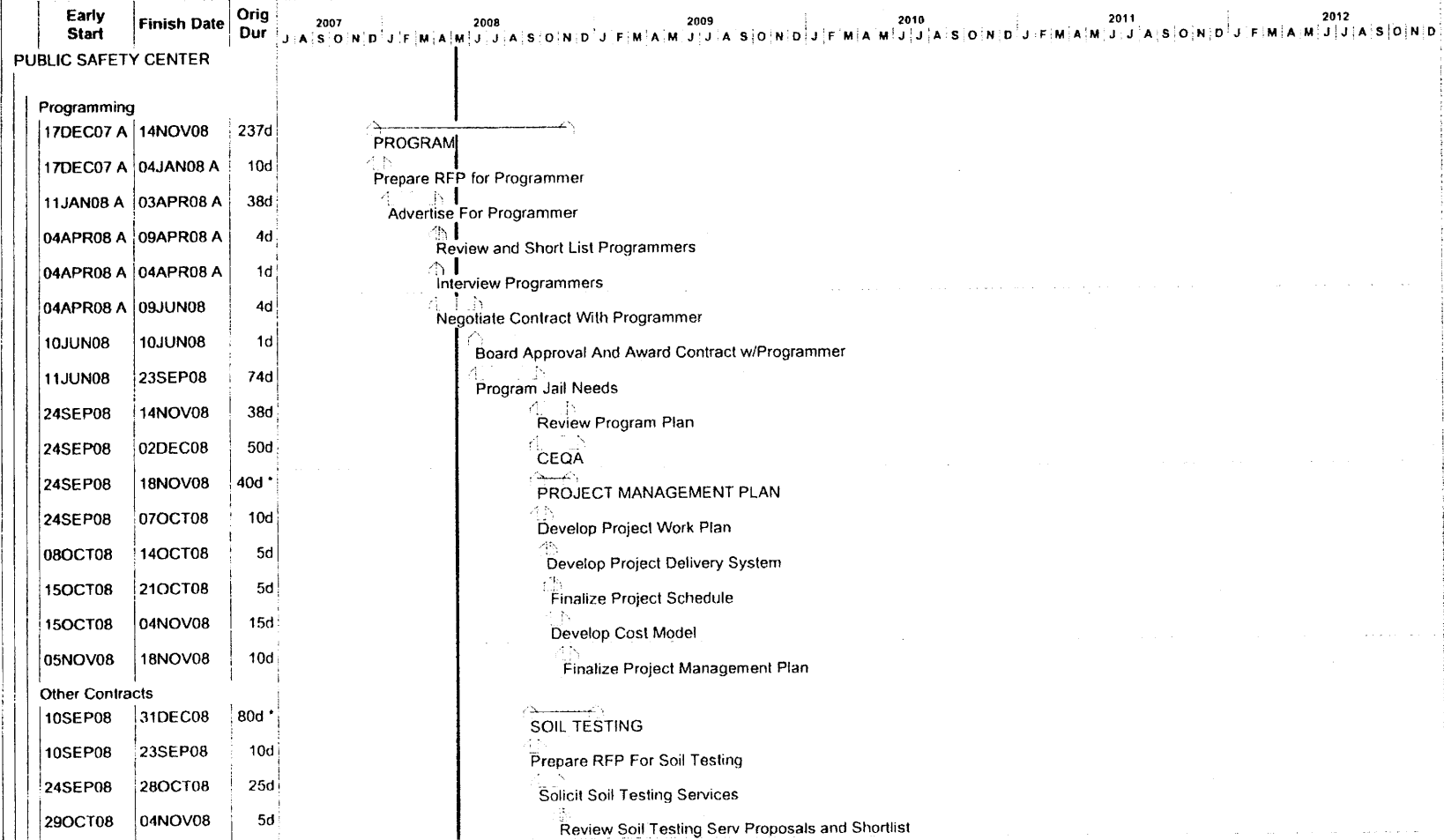
EXHIBIT B

SCHEDULE

Print Date 27MAY08

Public Safety Center
EXHIBIT B

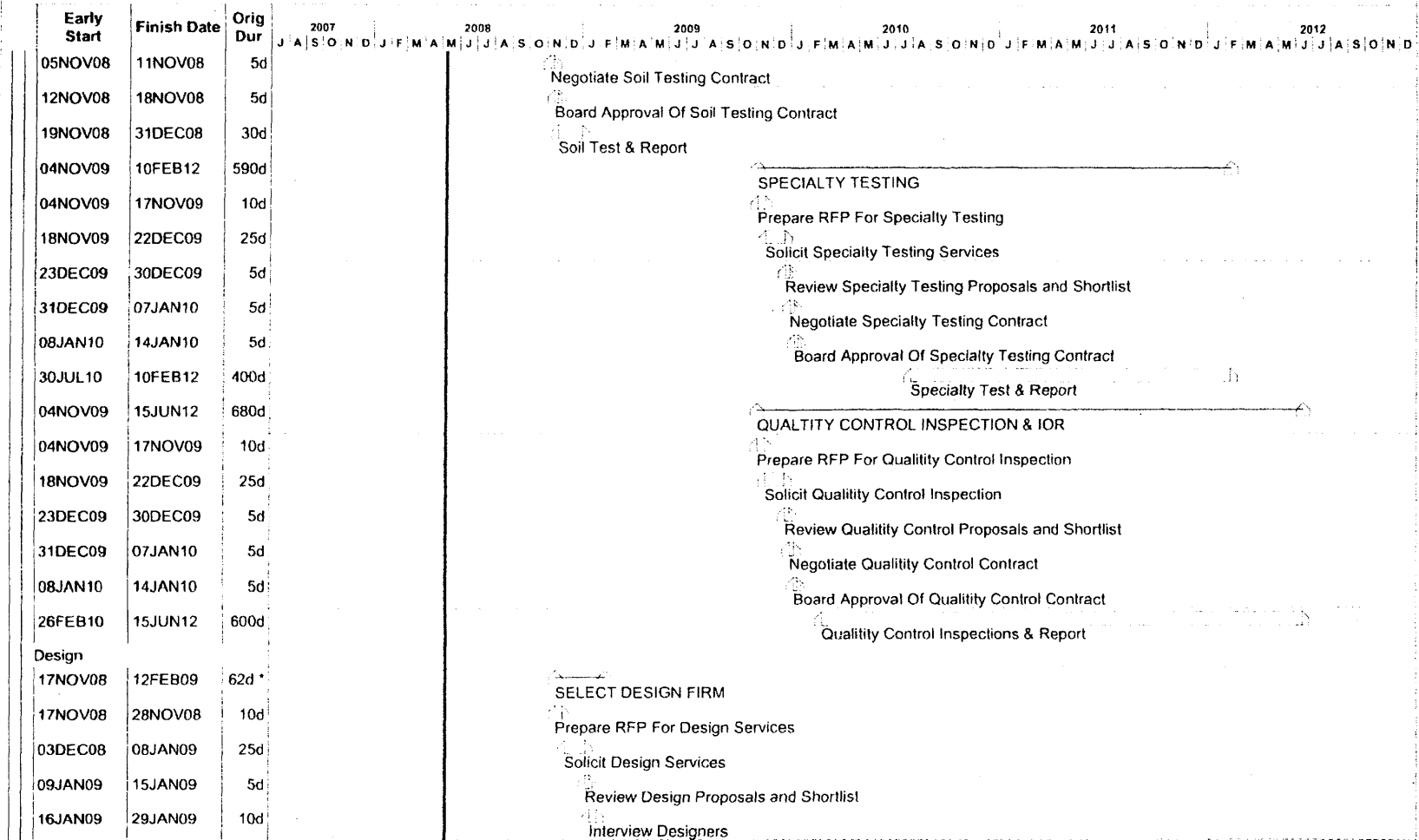
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 Data date 09MAY08
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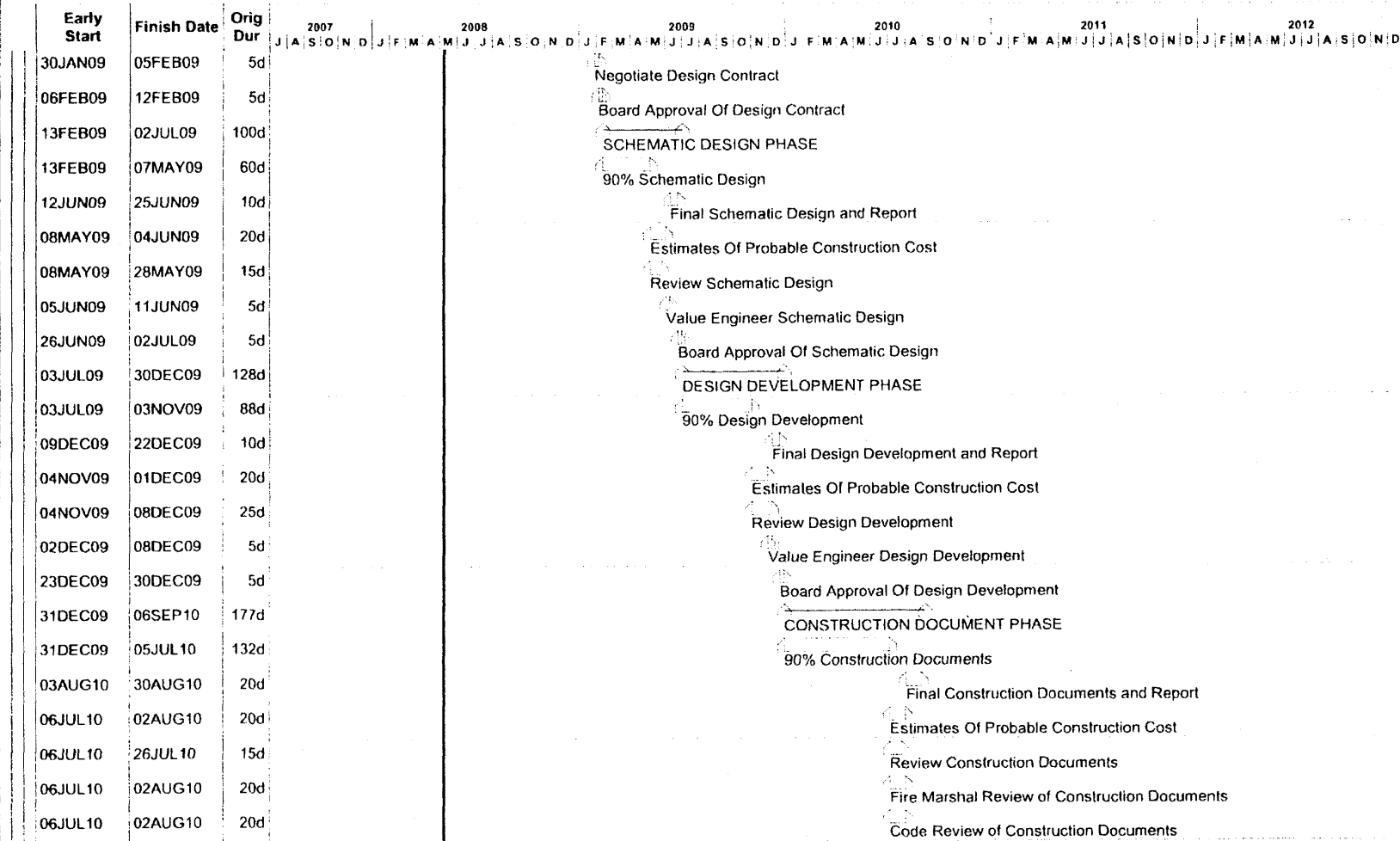
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- Progress bar
- Critical bar
- Summary bar
- Start milestone point
- Finish milestone point



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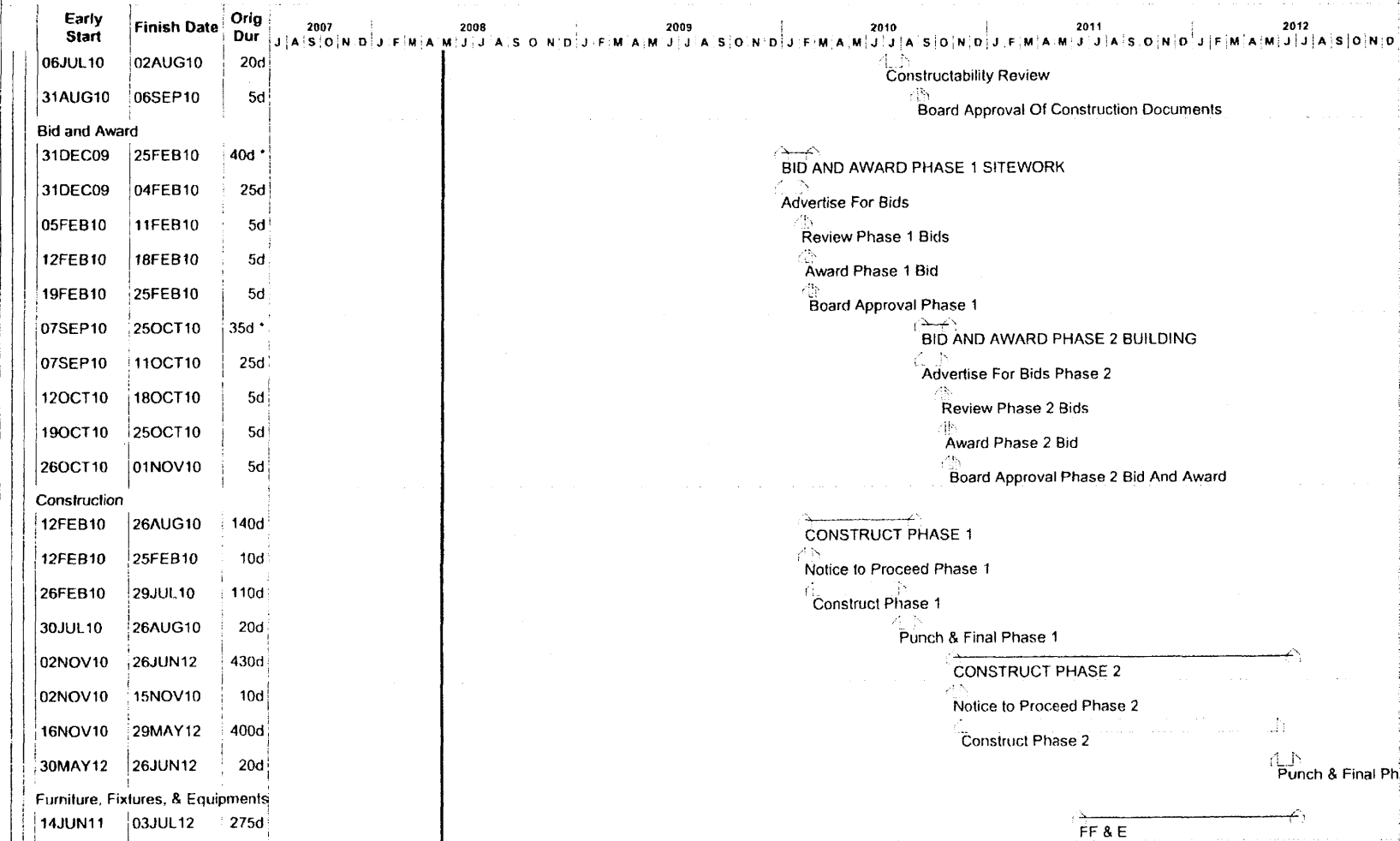
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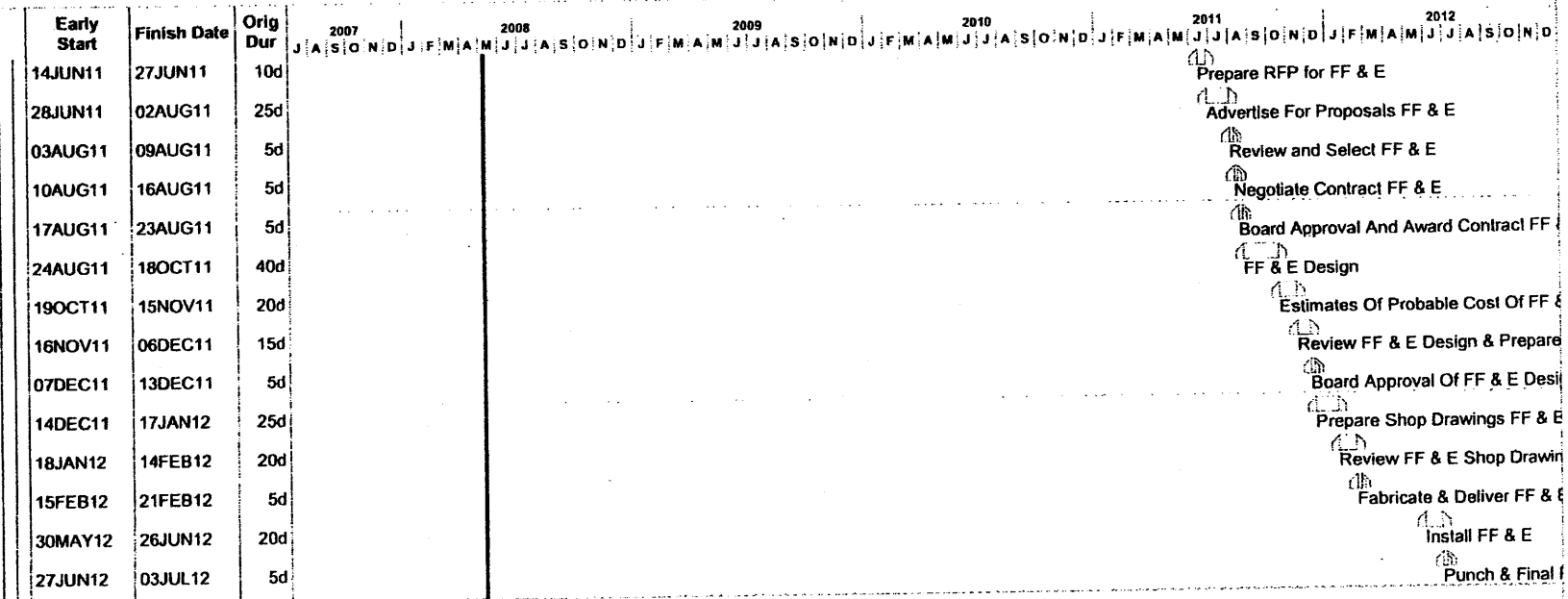
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- Progress bar
- Critical bar
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- Finish milestone point

EXHIBIT C

RATE SCHEDULE

LCP Principal in Charge	\$[]
LCP Project Manager	\$[]
LCP Site Monitor III	\$[]
Certified Payroll Reviewer III	\$[]
Certified Payroll Reviewer II	\$[]
Certified Payroll Reviewer I	\$[]
Administrative Assistant	\$[]
_____	\$[]
_____	\$[]

Stanislaus Capital Projects
 825 12th Street, Modesto, CA 95354
 Phone: (209) 525-4380 Fax: (209) 525-4385

TRANSMITTAL

TO: Henry Tooryani
 MicroEstimating, Inc.
 Bishop Ranch 3 Business Park
 2603 Camino Ramon, Suite 200
 San Ramon, California 94583

SUBJECT: STANISLAUS COUNTY
REFERENCE: PUBLIC SAFTEY CENTER EXPANSION

DATE: 10-13-08

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

- | | | |
|---|---------------------------------------|--|
| <input type="checkbox"/> Shop Drawings | <input type="checkbox"/> Change Order | <input type="checkbox"/> Specifications |
| <input type="checkbox"/> Copy of Letter | <input type="checkbox"/> Plans | <input type="checkbox"/> Computer Printout |
| <input type="checkbox"/> Prints | <input type="checkbox"/> Samples | <input type="checkbox"/> Updates |

COPIES	DATE	DESCRIPTION
1		Original Work Authorization No. 1.

2008 OCT 14 A 10:52
 BOARD OF SUPERVISORS

REMARKS:

Original for your files.

COPIES: Liz King, BOS
 Lisa Sandoval, Auditor
 Patricia Hill Thomas
 File AO 2.1.1 (00045)
 File AO 5.6.2
 File X 5.6.11.2

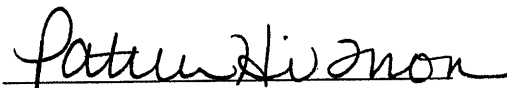
SIGNED:

Norma Baker
 Norma Baker

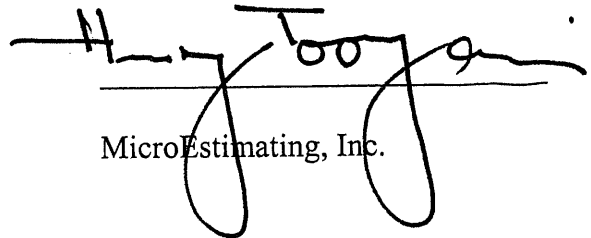
**WORK AUTHORIZATION NO 1
FOR THE
PUBLIC SAFETY CENTER EXPANSION PROJECT**

- 1 This Work Authorization is entered into as of September 4, 2008, in accordance with the terms and conditions of that agreement between Stanislaus County and MicroEstimating, Inc. dated April 22, 2008.
- 2 Description of Services: Provide On Call Estimating Services for the Public Safety Center Operational and Architectural Program.
- 3 Project Personnel: Principal Henry Tooryani
 Senior Estimator Bob Boben
 Consultant Javier Silva
- 4 Period of Performance: September 4, 2008 to December 31, 2008, as directed by the County's Construction Manager.
- 5 NOT TO EXCEED: \$9,620.00
- 6 Funding Source(s): Jail Expansion, 2027/0061124/64600
- 7 Board of Supervisors Approval Date: March 4, 2008; Board Agenda Item: B-5.

Dated: September 4, 2008



Stanislaus County



MicroEstimating, Inc.