



**MEMORANDUM**  
OFFICE OF THE  
COUNTY EXECUTIVE OFFICE  
COUNTY OF PLACER

**TO:** Honorable Board of Supervisors

**FROM:** Thomas Miller, County Executive Officer  
By: Bekki Riggan, Principal Management Analyst

**DATE:** October 2, 2007

**SUBJECT:** Consultant Services Agreement with Jay Farbstein & Associates, Inc., for the completion of a countywide Correctional Needs Assessment and Master Plan

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**ACTION REQUESTED**

Approve and authorize the Chairman of the Board to sign the attached consultant services agreement with Jay Farbstein & Associates, in an amount not to exceed \$98,000, for the completion of a countywide Correctional Needs Assessment and Master Plan.

**BACKGROUND**

In 1991, Placer County consulted with Lionakis-Beaumont Design Group and Jay Farbstein & Associates for development of a Criminal Justice Facilities Master Plan, and again with Jay Farbstein & Associates to provide updates to the Master Plan in 1998. These consultant teams led a collaborative planning effort with the members of the Criminal Justice Policy Committee<sup>1</sup> to consider the County's future criminal justice facility needs over a 20-year planning horizon and identified the following three priority projects:

- A South Placer Justice Center to serve as the primary location for the County's criminal justice functions including the Courts and associated support services, the District Attorney's Office, the Probation Department, and a new detention facility;
- An Auburn area building to meet the needs of the Sheriff's Department, the District Attorney's Office and the Probation Department to be sited within walking distance of the Main Jail and the Juvenile Hall; and,
- A Lake Tahoe Basin justice complex to house the Courts, the Sheriff's Department, the District Attorney's Office, the Probation Department and a new detention facility.

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<sup>1</sup> The County Executive Office, Superior Courts, Sheriff's Department, District Attorney's Office, Public Defender's Offices, Probation and Health and Human Services.

With the opening of the Auburn Justice Center in April of 2007, and the new Court and County buildings at the South Placer Justice Center scheduled for January of 2008, the next task on this project list is the design and construction of new detention space at the South Placer Justice Center and at Burton Creek. Careful consideration of spatial and functional requirements is necessary to ensure that sufficient jail capacity exists for an effective, well-functioning criminal justice system, but yet monitors the significant costs associated with the construction, maintenance and operations of correctional facilities.

Jay Farbstein & Associates has nationally recognized expertise in correctional facility planning and also has an extensive history with Placer County and the Criminal Justice Policy Committee. The County Executive Office, Facilities Services and the Sheriff's Office have expressed confidence in the ability of this firm to work collaboratively with the County justice and administrative agencies and deliver a high quality product and are recommending a sole source contract be awarded to this firm as a result. The Sheriff's Department has provided some preliminary data to the consultant during the development of the contract proposal and the resulting contract costs reflect the consultant's planned utilization of this data.

This work is anticipated to take approximately six months and upon approval by your Board, would commence in mid-October, 2007 and would be concluded by mid-April, 2008. The project will consist of two phases: Phase 1) Development of a Needs Assessment and, 2) Development of a Facilities Master Plan. Phase I of this project, the Needs Assessment, will quantify the anticipated detention population and will consist of the following tasks:

- Best practices review applicable to corrections issues in Placer County;
- Analysis of justice and correctional system trends;
- Analysis of County population growth trends and demographics;
- Profile of the current offender population including in- and out-of-custody needs;
- Estimate of construction and operational costs;
- Analysis of recent crime, arrests and caseload trends;
- Identification of institutional and non-institutional policy considerations that impact custody needs; and
- Development of five, ten and 20-year planning figures and actual bed projections to be utilized in Phase II, the Jail Facility Master Plan.

Phase II of this project, the Facility Master Plan, will determine preliminary facility requirements for the program and populations identified in the Needs Assessment as a basis for capital planning, and detailed architecture programming and will consist of the following tasks:

- Assess adequacy of the existing facilities and sites;
- Compare program needs to existing facilities and sites;
- Conduct a preliminary jail staffing analysis;
- Identify and assess development options and identify the most promising option in coordination with the Criminal Justice Policy Committee.

## **FISCAL IMPACT**

Sufficient funds have been budgeted and are available in the Facility Services FY 2007-08 Capital Facilities Project Budget for South Placer Adult Detention to cover the \$98,000 not to exceed cost of this contract. There is no additional fiscal impact to the General Fund.

Contract No. \_\_\_\_\_

**Administering Agency: Placer County Executive Office / Facility Services**

**Contract Description: Placer County Correctional Needs Assessment and Master Plan**

## CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT is made at Auburn, California, as of October 2, 2007, by and between the County of Placer, ("County"), and Jay Farbstein & Associates, Inc., ("Consultant"), a California corporation, who agree as follows:

1. **Services.** Subject to the terms and conditions set forth in this Agreement, Consultant shall provide the services described in Exhibit A. Consultant shall provide said services at the time, place, and in the manner specified in Exhibit A.
2. **Payment.** County shall pay Consultant for services rendered pursuant to this Agreement at the time and in the amount set forth in Exhibit B, up to a maximum of Ninety-Eight Thousand Dollars (\$98,000). The payment specified in Exhibit B shall be the only payment made to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all billings for said services to County in the manner specified in Exhibit B; or, if no manner be specified in Exhibit B, then according to the usual and customary procedures which Consultant uses for billing clients similar to County.
3. **Facilities, Equipment and Other Materials, and Obligations of County.** Except as set forth in Exhibit C, Consultant shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement. County shall furnish Consultant only those facilities, equipment, and other materials, and shall perform those obligations listed in Exhibit C according to the terms and conditions set forth in Exhibit C.
4. **General Provisions.** The general provisions set forth in Exhibit D are part of this Agreement. Any inconsistency between said general provisions and any other terms or conditions of this Agreement shall be controlled by the other term or condition insofar as it is inconsistent with the general provisions.
5. **Exhibits.** All exhibits referred to herein are attached hereto and by this reference incorporated herein.
6. **Time for Performance.** Time is of the essence, and, subject to County's compliance with Exhibit C and to the provisions of paragraph 3 of Exhibit D, failure of Consultant to perform any services within the time limits set forth in Exhibit A shall constitute material breach of this contract.

7. **Notices.** Any notice or demand required to be given herein shall be made by certified or registered mail, return receipt requested, confirmed fax or reliable overnight mail to the address of the respective parties set forth below:

COUNTY: Placer County Executive Office  
Attn: Bekki Riggan, Principal Management Analyst  
175 Fulweiler Avenue  
Auburn, CA. 95603

Placer County Department of Facility Services  
Attn: Joel Swift, Project Manager  
11476 "C" Avenue  
Auburn, CA 95603

CONSULTANT: Jay Farbstein & Associates, Inc.  
Attn: Jay Farbstein, PhD, FAIA  
330 S. Barrington Avenue, Suite 205  
Los Angeles, CA 90049  
Phone: 310-889-0199  
Fax: 310-388-1330

REMIT TO CONSULTANT:

Jay Farbstein & Associates, Inc.  
Attn: Jay Farbstein, PhD, FAIA  
330 S. Barrington Avenue, Suite 205  
Los Angeles, CA 90049  
Phone: 310-889-0199  
Fax: 310-388-1330

Executed as of the day first above stated:

COUNTY OF PLACER

By: \_\_\_\_\_  
Bruce Kranz  
Chair, Board of Supervisors

Approved As to Form

\_\_\_\_\_  
County Counsel

CONSULTANT\*

By: \_\_\_\_\_  
Name: Jay Farbstein, PhD, FAIA  
Title: President, Jay Farbstein & Associates, Inc.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Secretary

\*Agreement must be signed by two corporate officers if a corporation; one must be the secretary of the corporation, and the other may be either the President or Vice President, unless an authenticated corporate resolution is attached delegating authority to a single officer to bind the corporation.

- Attachment A: Scope of Services
- Attachment B: Payment for Services Rendered
- Attachment C: Facilities, Equipment, and Other Material and Obligations of County
- Attachment D: General Provisions

## EXHIBIT A

### SCOPE OF SERVICES

#### A. General

In conducting the jail needs assessment and master plan, Consultant will complete the tasks described below. The work will cover, and be broken out by, the three locations where jail facilities currently exist or are planned: Auburn, Lake Tahoe, and South Placer County. Sheriff's administration and law enforcement functions are not included, but coordination with court transfer/transport, holding and initial hearing functions is included.

Consultant assumes that County will assemble an advisory committee for the project – and that this will be a different group than the Criminal Justice Cabinet, which is a higher-level, decision-making body.

Two phases of work are anticipated: Phase I is the needs assessment and Phase II is the master plan.

#### B. Specific Tasks

##### PHASE I – NEEDS ASSESSMENT

**Purpose:** to complete a needs assessment for adult detention and correctional facilities including projection of inmate populations and description of in-custody programs as well as of alternatives to secure incarceration which may contribute to limiting custody population.

##### **Task I.1.0 Project initiation and Administration:**

**Purpose:** to orient all participants to the planning process, to identify data sources and systems available for the study, and to collect information for strategic planning, including prior studies and planning documents.

**I.1.1 Review Background Information:** The consultant will review relevant prior studies provided by the County.

**I.1.2 Advisory Committee Meeting 1:** The consultant will meet with the advisory committee to introduce the team, review the approach and schedule, and identify major planning objectives, issues and constraints. The consultant will make arrangements for data collection and request relevant prior studies for review.

**I.1.3 Criminal Justice Policy Committee (CJPC) Meeting 1:** The consultant will meet with the CJPC to introduce the team, review the approach and schedule, and explore major planning objectives, issues and constraints.

**I.1.4 Interviews:** The consultant will interview key justice system representatives to develop a more in-depth understanding of the issues related to provision of services, growth and change, and facilities of each. Approximately 9 one-hour meetings will be conducted, including, but not

limited to: Sheriff's jail commanders; County Executive Office; Superior Court; District Attorney and Defense Bar; Probation Department; Mental Health and Substance Abuse agencies; Facility Services; Planning Department (to discuss the rate and character of local growth); in-custody and alternative program and service providers.

**I.1.5 Project Administration:** The consultant will maintain verbal and written communication with the County's project manager concerning the progress of the work.

#### **Task I.2.0 Data Collection and Analysis:**

**Purpose:** the data collection phase will provide the foundation for subsequent analysis and projections. In this phase, the consultant will collect information on the community, its offenders, and the program and facility resources historically allocated to adult offenders. The precise scope of data collection will be negotiated with the client based upon availability from the jail's data system and hard copy files; however, it is assumed that a limited amount of data from prior studies will be of use for the current study and also that the jail's information system will be able to generate needed data.

**I.2.1 Program Survey and Best Practices Review:** The consultant will coordinate with justice system agencies and community groups to identify currently available resources (both in-custody and alternatives to custody) for pre-trial detainees and sentenced offenders. In consultation with County officials, we will also identify evidence-based "best practices" potentially applicable to jail capacity issues in Placer County.

**I.2.2 Profile Offender Populations:** The consultant will collect data from existing jail records and additional information from all or a sample of inmates (ensuring that a sufficient number is selected to achieve statistical reliability) to develop a profile of inmate characteristics. The information collected will include charge, sentence status, length of stay, previous criminal history, criminal sophistication, gender, and special needs such as medical and mental health issues. Again, it is assumed that a limited amount of data from prior studies will be of use for the current study and also that the jail's information system will be able to generate needed data. The information will provide a basis for considering in- and out-of-custody program needs and their potential impact on jail capacity and housing configurations.

**I.2.3 Intake and Release Study:** The consultant will collect data on a sample of previously released inmates. A sufficient period and number of inmates will be covered to ensure statistical reliability. Data will include arresting agency, charge, release mechanism, and booking and release date and time. This information will be used to determine how long various categories of inmates stay in the facilities and how they secure release. The analysis of the data will provide additional insight into who uses jail beds, what in-custody program durations may be expected, and how potential changes in release practices and resources would impact jail capacity needs.

**I.2.4 Justice and Correctional System Trends:** The consultant will collect information from the jail concerning trends in jail ADPs, classification levels, lengths of stay, and seasonal and weekly peaking factors. Information on trends in crimes, arrests, referrals and Probation caseloads, filings from the District Attorney's office, and similar indicators will also be analyzed. The information will serve for analysis of the historical trends used as the basis for projections jail capacity. (Note that this work will not rely on prior studies, but will be done from scratch.)

**1.2.5 County Population Trends:** The consultant will collect data on the general (adult) population (in incorporated and unincorporated area and by geographic region where specific distinctions can be established, i.e. South Placer, Auburn and Tahoe.) from county, state and federal sources. These data will be used to examine historical growth and future projections as one indicator of the demand for jail facilities.

**1.2.6 Alternative Placement Study:** The study is carried out in conjunction with local officials to develop a picture of the "ideal placement" for a sample of offenders from the snapshot profile. It is done without regard to the limitations of existing resources and thus helps to identify "missing" options as well as groups of misclassified offenders. "Placements" can range from continued incarceration to alternatives which might reduce incarceration levels (For offenders "placed" in custody during this exercise, further breakdowns will be done, identifying needed security level and type of housing (single or multiple), special programming needs, re-entry needs such as job training, etc. The impacts of implementing these options on the number and types of beds will be quantified (and, where beds would be saved, the impacts of non-implementation will be noted).

**1.2.7 Briefing Paper:** Consultant will prepare a briefing paper summarizing the findings from the tasks above and provide an electronic copy to the County for distribution and review prior to the meeting described in the next task.

**1.2.8 Advisory Committee Meeting 2:** The consultant will meet with the advisory committee to present an overview of findings. The presentation will report on project status and issues that have surfaced during data collection.

#### **Task 1.3.0 Jail Capacity Projections:**

**Purpose:** Based on the data collected in Task 1.2.0, this task will develop projections of inmate populations and assess the fit between identified needs and system resources.

**1.3.1 Develop Baseline Projections:** The consultants will work with the advisory committee to identify the factors and assumptions to be used in projecting inmate populations. Three to five scenarios will be developed based upon different assumptions, but baseline projections will assume (as an exercise) that current law and policies will continue through planning period. Projections will be developed for 5, 10, 15, and 25-year planning intervals starting in 2008 (or other years if requested by the client).

**1.3.2 Identify Potential Policy Changes:** Inmate population levels result from two basic factors: admissions and lengths of stay, both of which are heavily policy-driven. The consultant will identify institutional and non-institutional policy changes (both local and state/federal statutory or regulatory actions) which may affect jail population and demonstrate their potential impacts on custody capacity needs. The scenarios showing potential impacts will be crafted through discussions with local officials and the planning team.

**1.3.3 Briefing Paper:** Consultant will prepare a briefing paper summarizing the findings from the tasks above and provide an electronic copy to the County for distribution and review prior to the meeting described in the next task.

**1.3.4 Advisory Committee Meeting 3:** The consultant will meet with the advisory committee. Discussion will include possible impacts due to future changes in types or levels of crime,

services, programs, and operations. Consultant will work with the committee to develop a strategy which will be used to adjust the baseline projections.

**I.3.5 Criminal Justice Policy Committee (CJPC) Meeting 2:** The consultant will meet with the CJPC to discuss policy and implementation issues concerning future changes in types or levels of crime, services, programs, and operations. Consultant will seek the committee's input to scenarios which will be used to adjust the baseline projections.

**I.3.6 Develop Final Projections:** The consultant will revise the baseline projections with modifications as discussed at the meeting above. Projections will be provided system-wide to meet CSA requirements for jail planning, and broken down by gender, housing classification, and type of program. Figures for five, ten, and 20-year planning intervals will be provided. The final projections will reflect two types of adjustments. First, as noted above, policy changes will be quantified to develop a final projection of future populations. Second, the average daily population (ADP) projections will be translated into bed projections, as a guide for facility planning in Phase II. Initially, the types and numbers of beds – by classification, gender and security/program level – will be identified within the projected total. Finally, projections will be modified to provide beds needed to account for peaking and other temporary population fluctuations. The number of beds projected is typically 10 to 25% higher than the projected average daily population. Bed numbers are also rounded off to standard housing unit sizes.

## PHASE II – JAIL FACILITY MASTER PLAN

**Purpose:** to develop a master plan for jail and related facilities as a basis for capital planning. (Note that detailed architectural programming is not included.)

### **Task II.1.0 Facility Assessment and Future Needs:**

**Purpose:** The purpose of Task II.1 is to determine preliminary facility requirements for the programs and populations identified above, and to assess the adequacy of existing facilities to meet these needs.

**II.1.1 Facility and Site Inventory and Assessment:** In reviewing existing facilities and the site, the emphasis will be on their capacity and suitability for intended uses and ability to continue to accommodate various elements of the projected population. This task will consider the facilities' current and potential functionality relative to the detainee profile and proposed programs, operational efficiency, staffing efficiency, and ability to provide effective security and visual supervision. The evaluation will be in sufficient depth for the consultants to form recommendations concerning the site's and facilities' maintainability and suitability for renovation and adaptive reuse – or their need for replacement. Structural integrity will be assessed visually and the consultants will recommend whether further material testing or calculations (by others) are warranted.

**II.1.2 Determine Space Needs:** The consultant will determine space requirements for each major functional area of needed jail facilities using norms developed from CSA standards and prior experience. We will conduct one workshop with staff to discuss requirements for housing (by classification), jail administration, security and control, visiting, program areas, food service and canteen, laundry, storage, reception/intake/release, property, and other major functional and support areas normal and customary in the correctional setting. Requirements for exterior

areas including recreation yards, parking, buffers from adjacent uses, public queuing and waiting, staff patios, , vehicle accommodation (buses, vans & patrol vehicles and site circulation – as well as infrastructure – will be developed. These requirements will be presented for 5, 10, 15, and 25-year intervals.

**II.1.3 Compare Program Needs to Existing Site and Facilities:** The consultant will assess the ability of existing facilities to meet the spatial and functional needs identified in Task II.1.2 while considering the characteristics of the existing facilities as inventoried in Task II.1.1. The review will consider:

- types and quantities of space for housing and all other functions
- projection of shortfall by housing type
- ability to provide security and visual supervision
- ability to provide capacity and separations for inmate classifications
- potential for logical phasing at each projection period
- other constraints related to site and infrastructure.

**II.1.4 Preliminary Jail Staffing Analysis:** The consultant will review postpositions needed and shift relief factors with jail management in order to develop an estimate of needed staffing for the considered options (for this task, the consultants will rely on current operational policies regarding, and prior studies of, jail staffing needs).

#### **Task II.2.0 Facility Options and Master Plan:**

**Purpose:** The purpose of Task II.2 is to explore options for meeting facility needs and to develop a master plan to guide future facility development.

**II.2.1 Identify and Assess Development Options:** Options for meeting facility requirements will be developed for review and discussion with the client. A range of potential options will be identified, with approximately three reasonable options selected (with the client) to be studied and described in greater depth. The options will consider alternatives for future use of existing detention space and coordination with court holding and hearing functions. The options will be assessed against a range of criteria and the most promising one selected in coordination with the Advisory Committee.

**II.2.2 Advisory Committee Meeting 4:** A briefing paper covering the facility planning tasks will be presented to the advisory committee for discussion and selection of the most promising development option. (Note that a meeting with the CJPC could also be included if done on the same visit.)

**II.2.3 Document Master Plan:** The selected projects will be described with text and conceptual/diagrammatic building and site plans.

#### **Task II.3.0 Project Report:**

**Purpose:** the results of all prior tasks will be documented and compiled into a comprehensive report.

**II.3.1 Draft Report:** The consultant will prepare a draft report covering the results of all tasks described above. The draft report will include an executive summary, introduction, chapter on

each major task, and attachments as appropriate. An electronic copy will be emailed to the client for distribution.

**II.3.2 Advisory Committee Meeting 5:** The consultant will meet with the advisory committee to receive comments for incorporation into the final report.

**II.3.3 Final Report:** Based on the comments received, the report will be revised as necessary. An electronic copy will be emailed to the client for distribution.



Task Description	Principal \$200	Sr. Prof. \$145	Prof. \$115	Tech./Cl. \$55	J. Brown \$130	Copy, Mail, etc	Travel	Per Diem	Cost per Task	Trip (& Check Sum)	
<b>PHASE I: NEEDS ASSESSMENT</b>											
<b>I.1 Project Initiation and Administration</b>											
I.1.1 Background Information		2	4						\$1,500	Trip 1	
I.1.2 Advisory Cttee Mtg 1 w/travel		8	8						\$3,800	Trip 1	
I.1.3 CJPC Meeting 1		2	2		1	2	10	\$634	\$471	\$2,120	Trip 1
I.1.3 Interviews		8	8				10		\$471	\$4,801	Trip 1
I.1.5 Project Administration		2	2		8	2	50			\$1,440	
I.1 Subtotal Hours		22	24	0	9	28					
I.1 Subtotal Cost		\$4,400	\$3,480	\$0	\$495	\$3,640	70	634	942	\$13,661	\$13,661
<b>I.2 Data Collection and Analysis</b>											
I.2.1 Program Survey & Best Practices Review		1	2			8				\$1,530	Trip 2
I.2.2 Profile Offender Populations		1	12	8	12	1	10	\$204	\$942	\$4,806	Trip 2
I.2.3 Intake and Release Study		1	12	8	12	1				\$3,650	Trip 2
I.2.4 Justice & Correctional System Trends		1	8	4	4	1	10			\$2,180	Trip 2
I.2.5 County Population Trends		1	2	2			10			\$730	Trip 2
I.2.6 Alternative Placement Study		1	2		4	12		\$309	\$314	\$2,893	Trip 3
I.2.7 Briefing Paper		4	12	12		8	10			\$4,970	
I.2.8 Advisory Committee Meeting 2			8		1	6	10	309	55	\$2,369	Trip 3
I.2 Subtotal Hours		10	58	34	33	37					
I.2 Subtotal Cost		\$2,000	\$8,410	\$3,910	\$1,815	\$4,810	50	822	1311	\$23,128	\$23,128
<b>I.3 Jail Capacity Projections</b>											
I.3.1 Develop Baseline Projections		1	12	4			10			\$2,410	
I.3.2 Identify Potential Policy Changes		1	2			8				\$1,530	
I.3.3 Briefing Paper		1	6				10			\$1,080	
I.3.4 Advisory Committee Meeting 3		1	8		1	8	10	309	55	\$2,829	Trip 4
I.3.5 CJPC Meeting 2		1	4			2	10			\$1,050	Trip 4
I.3.6 Develop Final Projections		1	12				10			\$1,950	
I.3 Subtotal Hours		6	44	4	1	18					
I.3 Subtotal Cost		\$1,200	\$6,380	\$460	\$55	\$2,340	50	309	55	\$10,849	\$10,849
<b>Phase I Total Cost</b>		<b>\$7,600</b>	<b>\$18,270</b>	<b>\$4,370</b>	<b>\$2,365</b>	<b>\$10,790</b>	<b>\$170</b>	<b>\$1,765</b>	<b>\$2,308</b>	<b>\$47,638</b>	
<b>PHASE II: JAIL FACILITY MASTER PLAN</b>											
<b>II.1 Facility Assessment and Future Needs</b>											
II.1.1 Facility & Site Inventory & Assessment		12	20			4	10		314	\$6,144	Add PD to prior trip
II.1.2 Determine Space Needs		1	4				10			\$790	
II.1.3 Compare Needs to Existing Site & Facility		8	8				10			\$2,770	
II.1.4 Staffing Study		8	8		1		10	529	30	\$3,384	Trip 5
Column Subtotal Hours		29	40	0	1	4					
Column Subtotal Cost		\$5,800	\$5,800	\$0	\$55	\$520	40	529	344	\$13,088	\$13,088
<b>II.2 Facility Options and Master Plan</b>											
II.2.1 Identify & Assess Development Options		12	20				10			\$5,310	
II.2.2 Advisory Committee Meeting 4		12	12	0			10	529	314	\$4,993	Trip 6
II.2.3 Document Master Plan		12	8	0	1		10		30	\$3,655	
Column Subtotal Hours		36	40	0	1	0					
Column Subtotal Cost		\$7,200	\$5,800	\$0	\$55	\$0	30	529	344	\$13,958	\$13,958
<b>II.3 Project Report</b>											
II.3.1 Draft Report		32	32		2		40			\$11,190	
II.3.2 Advisory Committee Meeting 5		12	12		1		10	529	30	\$4,764	Trip 7
II.3.3 Final Report		20	20		2		20			\$7,030	
II.3 Subtotal Hours		64	64	0	5	0					
II.3 Subtotal Cost		\$12,800	\$9,280	\$0	\$275	\$0	70	529	30	\$22,984	\$22,984
<b>Phase II Total Cost</b>		<b>25,800</b>	<b>20,880</b>	<b>0</b>	<b>385</b>	<b>520</b>	<b>140</b>	<b>1,587</b>	<b>718</b>	<b>\$30,030</b>	
<b>OVERALL TOTAL COST</b>										<b>\$97,668</b>	<b>\$97,668</b>

Hours 167 270 38 50 87  
 10.9 days

Travel Cost Per Trip	JF (air)	GAB (car)	JB (car)
0.45 Mileage or Airfare plus car rental	\$325	\$204	\$105
Per Diem (GSA rate for Placer County)	\$157	\$157	\$157

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## EXHIBIT C

### FACILITIES, EQUIPMENT, AND OTHER MATERIALS, AND OBLIGATIONS OF COUNTY

#### **A. General Provision**

The Consultant shall not use any facilities, equipment or other materials of the County without specific permission of the County. The County has no other obligations to the Consultant, other than specifically listed in this contract.

## EXHIBIT D

### GENERAL PROVISIONS

1. **Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of the County. County shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement. County shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement.

2. **Licenses, Permits, Etc.** Consultant represents and warrants to County that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for Consultant to practice its profession. Consultant represents and warrants to County that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for Consultant to practice its profession at the time the services are performed.

3. **Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of Consultant's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

4. **Insurance.** Consultant shall file with County a Certificate of Insurance, with companies acceptable to County, with a Best's Rating of no less than A:VII showing the following coverage:

A. **Workers' Compensation and Employers' Liability Insurance**

1) Workers' Compensation Insurance shall be provided, as required, by any applicable law or regulation. Employers' liability insurance shall be provided in amounts not less than five hundred thousand dollars (\$1,000,000) each accident for bodily injury by accident, five hundred thousand dollars (\$1,000,000) policy limit for bodily injury by disease, and five hundred thousand dollars (\$1,000,000) each employee for bodily injury by disease.

2) If there is an exposure of injury to Consultant's employees under the U.S. Longshoremen and Harbor Workers' Compensation Act, the Jones Act, or under laws, regulations or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

3) Each Workers' Compensation policy shall be endorsed with the following specific language:

Cancellation Notice "This policy shall not be canceled or materially changed without first giving thirty (30) days' prior written notice to the County."

4) Consultant shall require all subconsultants to maintain adequate Workers' Compensation Insurance. Certificates of Workers' Compensation shall be filed forthwith with the County upon demand.

**B. General Liability Insurance**

1) Comprehensive General Liability or Commercial General Liability insurance shall be provided covering all operations by, or on behalf of Consultant, covering bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for contractual liability insuring the obligations assumed by Consultant in this Agreement.

2) One of the following forms is required:

- a) Comprehensive General Liability;
- b) Commercial General Liability (Occurrence); or
- c) Commercial General Liability (Claims Made).

3) If Consultant carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:

- a) One million dollars (\$1,000,000) each occurrence;
- b) One million dollars (\$1,000,000) aggregate.

4) If Consultant carries a Commercial General Liability (Occurrence) policy:

a) The limits of liability shall not be less than:

- i) One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage);
- ii) One million dollars (\$1,000,000) for Products-Completed Operations;
- iii) One million dollars (\$1,000,000) General Aggregate.

b) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately to this contract, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000).

5) Special Claims Made Policy Form Provisions:

Consultant shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of County, which consent, if given, shall be subject to the following conditions:

a) The limits of liability shall not be less than:

- i) One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage);
  - ii) One million dollars (\$1,000,000) aggregate for Products-Completed Operations;
  - iii) One million dollars (\$1,000,000) General Aggregate.
- b) The insurance coverage provided by Consultant shall contain language providing coverage up to six (6) months following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims made policy.

C. Endorsements:

Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

1) "The County, its officers, agents, employees and volunteers, are to be covered as insureds for all liability arising out of operations, or on behalf of, the named insured in the performance of this Agreement."

2) "The insurance provided by the Consultant, including any excess liability or umbrella form coverage, is primary coverage to the County with respect to any insurance or self-insurance programs maintained by County, and no insurance held or owned by County shall be called upon to contribute to a loss."

3) "This policy shall not be canceled or materially changed without first giving thirty (30) days' prior written notice to County."

D. Automobile Liability Insurance

1) Automobile Liability insurance shall be provided covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence.

2) Covered vehicles should include owned, non-owned, and hired automobiles/trucks.

E. Professional Liability Insurance (Errors and Omissions)

1) Professional Liability Insurance for Errors and Omissions coverage shall be provided by Consultant in the amount of not less than one-million dollars (\$1,000,000) per claim and two-million dollars (\$2,000,000) in aggregate.

2) If Consultant sub-contracts for professional engineering work in support of Consultant's work provided for in this agreement, Professional Liability Insurance for Errors and Omissions coverage shall be provided by the engineering firm in the amount of not less than two-million dollars (\$2,000,000) in aggregate.

3) The insurance coverage provided by Consultant shall contain language providing coverage up to six (6) months following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims made policy.

**5. Indemnity.** Consultant hereby agrees to protect, defend, indemnify, and hold the County free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by the County arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the County) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of this contract or agreement. Consultant agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the Consultant. Consultant also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against Consultant or the County or to enlarge, in any way, the Consultant's liability but is intended solely to provide for indemnification of the County from liability for damages or injuries to third persons or property arising from Consultant's performance pursuant to this contract or agreement.

As used above, the term "County" means Placer County or its officers, agents, employees and volunteers.

**6. Consultant Not Agent.** Except as County may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of County in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind County to any obligation whatsoever.

**7. Assignment Prohibited.** Consultant may assign its rights and obligations under this Agreement only upon the prior written approval of County, said approval to be in the sole discretion of County.

**8. Personnel.**

A. Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that County, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by Consultant to perform services pursuant to this Agreement, including those members of the Project Team as explained below, Consultant shall remove any such person immediately upon receiving notice from County of the desire of County for removal of such person or persons.

B. Notwithstanding the foregoing, if specific persons are designated as the "Project Team" in Exhibit A, Scope of Services, Consultant agrees to perform the work under this agreement with those individuals identified. Reassignment or substitution of individuals or subconsultants named in the Project Team by Consultant without the prior written consent of County shall be grounds for cancellation of the agreement by

County, and payment shall be made pursuant to Paragraph 10 Termination only for that work performed by Project Team members.

**9. Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession. All products of whatsoever nature which Consultant delivers to County pursuant to this Agreement shall be prepared in a substantial first class and workmanlike manner and conform to the standards or quality normally observed by a person practicing in Consultant's profession.

**10. Termination.**

A. County shall have the right to terminate this Agreement at any time by giving notice in writing of such termination to Consultant. In the event County shall give notice of termination, Consultant shall immediately cease rendering service upon receipt of such written notice, pursuant to this Agreement. In the event County shall terminate this Agreement:

1) Consultant shall deliver copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photostating, 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 combinations thereof.

2) County shall have full ownership and control of all such writings delivered by Consultant pursuant to this Agreement.

3) County shall pay Consultant the reasonable value of services rendered by Consultant to the date of termination pursuant to this Agreement not to exceed the amount documented by Consultant and approved by County as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed the amount of the agreement specified in Exhibit B, and further provided, however, County shall not in any manner be liable for lost profits which might have been made by Consultant had Consultant completed the services required by this Agreement. In this regard, Consultant shall furnish to County such financial information as in the judgment of the County is necessary to determine the reasonable value of the services rendered by Consultant. The foregoing is cumulative and does not affect any right or remedy which County may have in law or equity.

B. Consultant may terminate its services under this Agreement upon thirty (30) working days' advance written notice to the County.

11. **Non-Discrimination.** Consultant shall not discriminate in its employment practices because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, age, marital status, or sex in contravention of the California Fair Employment and Housing Act, Government Code section 12900 et seq.

12. **Records.** Consultant shall maintain, at all times, complete detailed records with regard to work performed under this agreement in a form acceptable to County, and County shall have the right to inspect such records at any reasonable time. Notwithstanding any other terms of this agreement, no payments shall be made to Consultant until County is satisfied that work of such value has been rendered pursuant to this agreement. However, County shall not unreasonably withhold payment and, if a dispute exists, the withheld payment shall be proportional only to the item in dispute.

13. **Ownership of Information.** All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become the property of County, and Consultant agrees to deliver reproducible copies of such documents to County on completion of the services hereunder. The County agrees to indemnify and hold Consultant harmless from any claim arising out of reuse of the information for other than this project.

14. **Waiver.** One or more waivers by one party of any major or minor breach or default of any provision, term, condition, or covenant of this Agreement shall not operate as a waiver of any subsequent breach or default by the other party.

15. **Conflict of Interest.** Consultant certifies that no official or employee of the County, nor any business entity in which an official of the County has an interest, has been employed or retained to solicit or aid in the procuring of this agreement. In addition, Consultant agrees that no such person will be employed in the performance of this agreement without immediately notifying the County.

16. **Entirety of Agreement.** This Agreement contains the entire agreement of County and Consultant with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer or agent of any party which is not contained in this Agreement shall be binding or valid.

17. **Governing Law.** This Agreement is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. Any legal proceedings on this agreement shall be brought under the jurisdiction of the Superior Court of the County of Placer, State of California.

