

**MEMORANDUM
COUNTY OF PLACER
COUNTY EXECUTIVE OFFICE**

TO: Honorable Board of Supervisors

FROM: David Boesch, County Executive Officer
Bekki Riggan, County Executive Office, Principal Management Analyst
Brett Wood, Purchasing Manager

DATE: January 22, 2013

SUBJECT: Criminal Justice System Master Planning Services

ACTION REQUESTED

Approve the Award of Competitive Request for Qualifications (RFQ) No. 10219 for Criminal Justice System Master Planning Services and authorize a contract with David Bennett Consulting for a budgeted net County Cost of \$316,000 and authorize the CEO to sign the resulting contract.

BACKGROUND

Over the past several years, California's state and local criminal justice agencies have faced significant challenges including facility overcrowding, high recidivism rates and major budget shortfalls. Public Safety Realignment, enacted on October 2011 through California Assembly Bills 109 and 117, solved many of the state's challenges by "realigning" responsibility for lower-level, prison-eligible felons to the counties. These historic policy shifts caused significant impacts to local justice systems, many of which were already operating at or exceeding existing capacity. System impacts are attributable not only to the net increase in the number of felony offenders now under county responsibility, but also to the higher risk and need profiles of these "realigned" offenders.

Placer County's AB109 implementation plan, developed by the Community Corrections Partnership and approved by your Board on January 10, 2012, provided for the safe and effective implementation of these new county responsibilities. However, as Placer County continues in its second year of Public Safety Realignment it is a good time to assess the justice system, confirm what is working, and identify areas that may need additional resources and/or different approaches to insure optimal functioning into the future.

In collaboration with the Superior Court, Placer County public safety officials are undertaking a comprehensive, inter-agency justice system master planning process. The data-driven planning process will be used to develop a shared understanding of the overall functioning of the system, the need to expand or revise system capacity, and the timeline and funding required to do so.

The two-year project timeline is as follows:

2013

- Conduct system assessment and gap analysis;
- Develop trend and forecast analysis (costs/timelines);
- Review recommendations with justice system partners and Board of Supervisors.

2014

- Implementation of plan with monitoring and oversight through the Criminal Justice Policy Committee and reports to the Board of Supervisors;
- Development of on-going data collection and policy review processes.

This planning process is anticipated to achieve the following outcomes:

- Ensure that a full continuum exists so that system responses can be based on what is needed to protect the public and reduce recidivism;
- Development of an offender management strategy that reduces the need for early releases from jail;
- Reduction of system delays, redundancies and inefficiencies that impact court calendars, staff workload, and corrections and community resources;
- Development of an on-going data collection process to inform and guide future policy and funding decisions.

Consultant Selection Process

In collaboration with the Placer Superior Court and County public safety officials, Procurement Services and the Executive Office have concluded a Request for Qualifications (RFQ) for a consultant firm to work with the County’s justice system partners in development of the system master plan. Fourteen firms reviewed the RFQ, five submitted responses, and four were selected for interviews.

<u>List of Responding Firms</u>	<u>Location</u>	<u>Interviewed</u>	<u>Recommended</u>
David Bennett Consulting	Park City Utah	X	X
Carter Goble Associates Inc	Sacramento CA	X	
Institute for Law and Policy Planning (ILPP)	Berkeley CA	X	
Kitchell/CEM Inc	Sacramento CA	X	
Public Consulting Group	Sacramento CA		

An evaluation panel composed of staff from the County Executive’s Office, Sheriff’s Office, Health and Human Services, Probation Department, District Attorney’s Office and Placer County Superior Court participated in the review. Following the initial review of the proposals interviews were conducted with four of the firms. The recommended firm, David Bennett Consulting, clearly demonstrated the depth of experience, knowledge of the required services, ability to complete the work in the defined timeline, and a proven track record for working with local justice agencies in a facilitative and collaborative manner.

FISCAL IMPACT

This \$316,000 two-year consultant services contract for Criminal Justice System Master Planning Services will be funded with one-time State Realignment AB-109 Planning revenues available in the County Executive Office Criminal Justice FY 2012-13 Final Budget. There is no additional impact to the General Fund.

- cc: Wayne Woo, Jail Commander, Sheriff’s Office
 Amy Ellis, Program Analyst, Health and Human Services
 Marshall Hopper, Chief Probation Officer, Probation Department
 Jeff Wilson, Assistant District Attorney, District Attorney’s Office
 Jake Chatters, Court Executive Officer, Placer County Superior Court

Administering Agency: Placer County Executive Office

Contract No. _____

Contract Description:

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT is made at Auburn, California, as of **January 22, 2013**, by and between the County of Placer, ("County"), and **David Bennett Consulting**. ("Consultant"), 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 and **RFQ No. 10219** and Consultant's response to said document. 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. 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. **The amount of the contract shall not exceed THREE-HUNDRED-SIXTEEN-THOUSAND Dollars (\$316,000).**
3. **Facilities, Equipment and Other Materials, and Obligations of County.** 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.
4. **Exhibits.** All exhibits referred to herein will be attached hereto and by this reference incorporated herein.
5. **Time for Performance.** Time is of the essence. Failure of Consultant to perform any services within the time limits set forth in Exhibit A shall constitute material breach of this contract.
6. **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.
7. **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.
8. **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.

9. **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:

WORKER'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE:

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

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

Each Worker's Compensation policy shall be endorsed with the following specific language:

Cancellation Notice - "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer".

Waiver of Subrogation - The workers' compensation policy shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the County, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this agreement by the CONSULTANT.

CONTRACTOR shall require all **SUBCONTRACTORS** to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with the County upon demand.

GENERAL LIABILITY INSURANCE:

- A. Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of CONSULTANT, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:

- (1) Contractual liability insuring the obligations assumed by CONSULTANT in this Agreement.

- B. One of the following forms is required:

- (1) Comprehensive General Liability;
(2) Commercial General Liability (Occurrence); or
(3) Commercial General Liability (Claims Made).

- C. 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:

→One million dollars (\$1,000,000) each occurrence

→Two million dollars (\$2,000,000) aggregate

D. If CONSULTANT carries a Commercial General Liability (Occurrence) policy:

- (1) The limits of liability shall not be less than:
 - One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
 - One million dollars (\$1,000,000) for Products-Completed Operations
 - Two million dollars (\$2,000,000) General Aggregate
- (2) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000).

E. 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:

- (1) The limits of liability shall not be less than:
 - One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
 - One million dollars (\$1,000,000) aggregate for Products Completed Operations
 - Two million dollars (\$2,000,000) General Aggregate
- (2) The insurance coverage provided by CONSULTANT shall contain language providing coverage up to one (1) year 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.

Conformity of Coverages - If more than one policy is used to meet the required coverages, such as a separate umbrella policy, such policies shall be consistent with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies or all shall be Claims Made Liability policies, if approved by the County as noted above. In no cases shall the types of policies be different.

ENDORSEMENTS:

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

- A. "The County of Placer, its officers, agents, employees, and volunteers are to be covered as insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."
- B. "The insurance provided by the Consultant, including any excess liability or umbrella form coverage, is primary coverage to the County of Placer with respect to any insurance or self-insurance programs maintained by the County of Placer and no insurance held or owned by the County of Placer shall be called upon to contribute to a loss."

- C. "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer"

AUTOMOBILE LIABILITY INSURANCE:

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

Covered vehicles shall include owned, non-owned, and hired automobiles/trucks.

ADDITIONAL REQUIREMENTS:

Premium Payments - The insurance companies shall have no recourse against the COUNTY and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.

Policy Deductibles - The CONSULTANT shall be responsible for all deductibles in all of the CONSULTANT's insurance policies. The maximum amount of allowable deductible for insurance coverage required herein shall be \$25,000.

CONSULTANT's Obligations - CONSULTANT's indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this agreement.

Verification of Coverage - CONSULTANT shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONSULTANT's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Material Breach - Failure of the CONSULTANT to maintain the insurance required by this agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire agreement.

10. **Hold Harmless and Indemnity.**

The CONSULTANT hereby agrees to protect, defend, indemnify, and hold PLACER 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 PLACER 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, the 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 PLACER

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 PLACER COUNTY means Placer County or its officers, agents, employees, and volunteers.

11. **Contractor 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.
12. **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.
13. **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, Consultant agrees to perform the work under this agreement with those individuals identified. Reassignment or substitution of individuals or sub-consultants 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 Section 15 (Termination) of this Agreement only for that work performed by Project Team members.
14. **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.
15. **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, Photostatting, 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.

16. **Non-Discrimination**. Consultant shall not discriminate in its employment practices because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex in contravention of the California Fair Employment and Housing Act, Government Code section 12900 et seq.
17. **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.
18. **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.
19. **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.
20. **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.
21. **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.

22. **Alteration.** No waiver, alteration, modification, or termination of this Agreement shall be valid unless made in writing and signed by all parties, except as expressly provided in Section 15, Termination.
23. **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, and Consultant hereby expressly waives those provisions in California Code of Civil Procedure §394 that may have allowed it to transfer venue to another jurisdiction.
24. **Agent of Service.** By executing and delivering this Agreement, Consultant appoints CT Corporation System and California CT located at 915 L Street, Sacramento, CA 95814 or 818 West Seventh Street, 2nd Floor, Los Angeles, CA 90017 as its authorized agent for service of process, which appointment will not be revoked unless County of Placer consents in writing to the appointment of another agent for service of process.
25. **Notification.** Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the mail, postage prepaid, and addressed to the parties as follows:

COUNTY OF PLACER:

Placer County Executive Office
Attn: Bekki Riggan
175 Fulweiler Avenue
Auburn, California 95603

Phone: (530) 886-4613

CONSULTANT:

David Bennett Consulting
Attn: David Bennett
2940 American Saddler Drive
Park City, Utah 84060

Phone: (435) 649-1999

Any notice so delivered personally shall be deemed to be received on the date of delivery, and any notice mailed shall be deemed to be received five (5) days after the date on which it was mailed.

Executed as of the day first above stated:

COUNTY OF PLACER

By: _____

Printed Name/Title: David Boesch, County Executive Officer

Approved As to Form – County Counsel:

By: _____

CONSULTANT

By: _____

Name: David Bennett

Title: President

Exhibits

- A. Scope of Services
- B. Payment for Services Rendered

EXHIBIT A
SCOPE OF SERVICES

Justice System Master Plan

YEAR ONE

Data Instrument Design for Case Processing Analysis: January - July 2013

- Meet with key system partners
- Identify data collection variables
- Develop data codebook for system baseline data
- Work with local data collectors or information system programmers
- Train local data collectors
- Review of analysis and findings with justice partners
- Submission of draft report

Jail/Probation Snapshot Data Collection: January - July 2013

- Review of analysis and findings with justice partners
- Submission of draft report

System Components Assessment: July - December 2013

- Pre-Trial services
- Case processing
- Alternatives-to-Jail programs
- Assessment Process
- Probation services
- Mental health services
- Jail programs / Re-entry
- Gap Analysis
- Review Findings with justice partners/BOS Presentation

Jail Forecast and Trend Analysis: July - December 2013

- Identification of Projected Bed Needs and Timelines
- Review of analysis and findings with justice partners

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The Symposium Presentation: July - December 2013

- Developed in coordination with county justice officials
- Population and crime trends
- Jail snapshot
- System baseline data
- Qualitative assessment of system from Pre-booking to Re-entry
- Assessment of alternatives to incarceration
- Updated jail forecast & capacity scenarios
- Key recommendations
- Year One Report

YEAR TWO

Jail Management Plan: January- March 2014

- Projected capacity needs and timelines for budget and planning purposes
- Review of analysis and recommendations with justice partners

Implementation Plan: January – December 2014

- Establishment of Committees around issues details in the Master Plan
- Establishment of timelines for accomplishments
- Regular meetings with justice partners (frequency TBD) bi-monthly at a minimum
- BOS Presentation and Final Report

EXHIBIT B
PAYMENT FOR SERVICES RENDERED

Payment procedure, amount, and conditions of payment to be negotiated,
based on this RFQ and consultant's proposal

Maximum Limit & Fee Schedule

Consultant's compensation shall be paid at the schedule shown below. Reimbursement of travel, lodging and miscellaneous expenses is not authorized. All expenses of Consultant, including any expert or professional assistance retained by Consultant to complete the work performed under this contract shall be borne by the Consultant.

Total of all payments made under this agreement shall not exceed **THREE-HUNDRED-SIXTEEN-THOUSAND Dollars (\$316,000)**.

Invoices

Invoices shall be submitted to County in a form and with sufficient detail as required by County. Work performed by Consultant will be subject to final acceptance by the County project manager.

Submit all invoices to:

Placer County Executive Office
Attn: Bekki Riggan
175 Fulweiler Avenue
Auburn, California 95603

Payment Schedule

Payments shall be made to Consultant within thirty (30) days after the billing is received and approved by County and as outlined below (*or in the Scope of Work, or other agreeable interval*).

