



County of Santa Cruz

Sheriff-Coroner

701 Ocean Street, Suite 340, Santa Cruz, CA 95060
 (831) 454-2440 FAX: (831) 454-2353

Steve Robbins
 Sheriff-Coroner

January 3, 2006

Agenda: January 24, 2006

Board of Supervisors
 County of Santa Cruz
 701 Ocean Street, Room 500
 Santa Cruz, California 95060

RE: Consultant Services to Respond to Food Service and Medical Unit
 Operational and Space Needs at the Main Jail

Dear Members of the Board:

As your Board is aware, the Sheriffs Office has been holding ongoing meetings to discuss issues related to the Main Jail. As part of our ongoing efforts to improve overall conditions, the Sheriffs Office has identified **two** problem areas related to food service and medical unit operational and space needs that are negatively impacting the daily operations at the Main Jail.

To address these issues, the Sheriffs Office contacted the Criminal Justice Research Foundation (CJRF) which has extensive experience in designing, administering and managing construction projects. CJRF is a Sacramento-based consulting firm specializing in all aspects of space planning and assessment, renovation, expansion and new construction of correctional facilities. CJRF has been providing services to federal, state and local governments for the past 25 years. They have previously provided consulting services to both the Sheriffs Office and Probation Department.

The scope of work proposed by the Criminal Justice Research Foundation includes the following:

1. Facility Food Service Verification and Programming: The objective of this task is to verify and program the specific needs of the Santa Cruz County Main Jail food service operation. The review and analysis will consider food services space that is (a) functional and efficient in design, (b) expandable to meet

current and future inmate populations, (c) adaptable to respond to changes in operations, and (d) provides for financially efficient operations.

2. Medical Unit Space Needs and Population Increases: The objective of this task is to verify and program specific space needs for the Main Jail's inmate medical population. The review and analysis will consider medical unit space that is (a) functional and efficient in design, (b) expandable to meet current and future inmate medical populations, (c) adaptable to respond to changes in operations, and (d) provides for financially efficient operations.

At this time, the Sheriffs Office is requesting that your Board approve the agreement with CJRF for consultant services to respond to food service and medical unit operational and space needs at the Main Jail in the amount of \$15,900. The funding to pay for these consultant services is available from our Federal Asset Forfeiture Trust Fund.

It is therefore recommended that your Board:

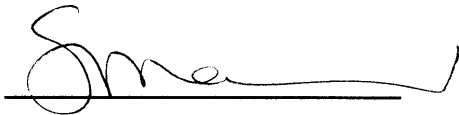
1. Approve agreement with the Criminal Justice Research Foundation in the amount of \$15,900 to address food service and medical unit operational space needs at the Main Jail and authorize the Chairperson to sign the agreement on behalf of the Board; and
2. Adopt resolution accepting unanticipated revenue in the amount of \$15,900 from the State Federal Asset Forfeiture Trust Fund.

Sincerely,



Steve Robbins, Sheriff-Coroner

RECOMMENDED:



Susan A. Mauriello
County Administrative Officer

SR:SMR

cc: Auditor
CAO
Sheriffs *office*, Attn: Susan

BEFORE THE BOARD OF SUPERVISORS OF THE COUNTY OF SANTA CRUZ, STATE OF CALIFORNIA

Resolution No. _____

On the motion of Supervisor _____

duly seconded by Supervisor _____

the following resolution is adopted:

RESOLUTION ACCEPTING UNANTICIPATED REVENUE

WHEREAS, the County of Santa Cruz is a recipient of funds from State Asset Forfeiture Trust _____ for Sheriff / Detention Bureau _____ program; and

WHEREAS, the County is recipient of funds in the amount of \$15,900.00 _____ which are either in excess of those anticipated or are not specifically set forth in the current fiscal year budget of the County; and

WHEREAS, pursuant to Government Code Section 29130 (c) / 29064 (b), such funds may be made available for specific appropriation by four-fifths vote of the Board of Supervisors;

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the Santa Cruz County Auditor-Controller accept funds in the amount of \$15,900.00 _____ into Department Sheriff-Coroner _____

T/C	Index Number	Revenue Subobject Number	Account Name	Amount
1	661100	0414	Drug Forfeiture	\$15,900.00

and that such funds be and are hereby appropriated as follows:

T/C	Index Number	Expenditure Subobject Number	Account Name	Amount
02 I	662110	3665	Professional	\$15,900.00

DEPARTMENT HEAD I hereby certify that the fiscal provisions have been researched and that the Revenue(s) (has been) (will be) received within the current fiscal year.

By S. Robbins Department Head

Date November 9, 2005

CH

COUNTY ADMINISTRATIVE OFFICER

/ _____ / Recommended to Board

/ _____ / Not recommended to Board

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Cruz, State of California, this _____ day of _____, 20____ by the following vote (requires four-fifths vote for approval):

AYES: SUPERVISORS _____

NOES: SUPERVISORS _____

ABSENT: SUPERVISORS _____

Chairperson of the Board

ATTEST:

Clerk of the Board

APPROVED AS TO FORM:

Date _____

Hanya Oberhelman III
County Counsel

APPROVED AS TO ACCOUNTING DETAIL:

Date *11/15/05*

Marianne Ellis
Auditor-Controller

Distribution:

- Auditor-Controller
- County Counsel
- County Administrative Officer
- Originating Department

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

TO: Board of Supervisors
County Administrative Office
Auditor Controller

FROM: Sheriff-Coroner (Department)

BY: S. R. Adams (Signature) 11-15-05 (Date)
Signature certifies that appropriations/revenues are available

AGREEMENT TYPE (Check One)

Expenditure Agreement [X]

Revenue Agreement []

The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of same.

1. Said agreement is between the Sheriff-Coroner, Detention Bureau (Department/Agency) and Criminal Justice Research Foundation, 3149 Clairidge Way, Campbell, CA 95821 (Name)

2. The agreement will provide Consultant services to respond to food service and medical unit operational space needs to the Santa Cruz Main Jail.

3. Period of the agreement is from November 2005 to May 30, March 31, 2006

4. Anticipated Cost is \$15,900 [] Fixed [] Monthly Rate [] Annual Rate [X] Not to Exceed

Remarks:

5. Detail: [] On Continuing Agreements List for FY - Page CC- Contract No: OK [X] 1st Time Agreement
[] Section II No Board letter required, will be listed under Item 8
[X] Section III Board letter required
[] Section IV Revenue Agreement

6. Appropriations/Revenues are available and are budgeted in 662110 (Index) 3665 (Sub object)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACHED COMPLETED AUD-74 OR AUD-60

Appropriations are available and have been encumbered. Contract No: 53431-01
are not will be By: Marianne Ellis Date: 11/15/05
Auditor-Controller Deputy

Proposal and accounting detail reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize Sheriff-Coroner (Dept/Agency Head) to execute on behalf of the

County of Santa Cruz (Department/Agency)

Date: 1/12/06 By: (Signature) County: Administrative Office

Distribution:

Board of Supervisors - White
Auditor Controller - Canary
Auditor-Controller - Pink
Department - Gold

State of California
County of Santa Cruz
I ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz, State of California, do hereby certify that the foregoing request for approval of agreement was approved by said Board of Supervisors as recommended by the County Administrative Office by an order duly entered in the minutes of said Board on 20

ADM - 29 (8/01)
Title I, Section 300 Proc Man

By: Deputy Clerk

AUDITOR-CONTROLLER USE ONLY

CO Document No. \$ JE Amount Lines H/TL Keyed By Date

TC110 Auditor Description \$ Amount Index Sub object User Code 26

AGREEMENT NO. _____

CONSULTANT AGREEMENT FOR SANTA CRUZ COUNTY SHERIFF'S DEPARTMENT

THIS AGREEMENT, made and entered into this _____ of November, 2005, by and between the **SANTA CRUZ COUNTY SHERIFF'S DEPARTMENT**, a political subdivision of the State of California (hereinafter referred to as "**DEPARTMENT**") and **CRIMINAL JUSTICE RESEARCH FOUNDATION**, (hereinafter referred to as "**CONSULTANT**").

WITNESSETH :

WHEREAS, the DEPARTMENT has determined that it is necessary to obtain a Consultant to respond to Food Service and Medical Unit Operational Space Needs at the Santa Cruz County Main Jail; and

WHEREAS, the CONSULTANT has represented to Department that it is specifically trained, experienced, expert, and competent to perform the special services hereunder and Department has determined to rely upon such presentations based on Consultants' qualifications and experience for performing needed technical assistance services;

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable Federal, State, and local laws; and

WHEREAS, the DEPARTMENT has determined that the provision of such services provided by CONSULTANT are in the public's best interest, are more economically and feasibly performed by outside independent consultants; and

WHEREAS, the CONSULTANT was selected as the most suitable by DEPARTMENT to provide consultant services; and

NOW, THEREFORE, DEPARTMENT and CONSULTANT mutually agree as follows:

CONSULTANT AGREEMENT

The parties to this Agreement stipulate to the following:

1. **Employment of Consultant:** Department hereby retains Consultant, as an independent contractor, to respond to food service and medical unit operational space needs at the Santa

Cruz County Main Jail. Consultant agrees to furnish Project Management personnel and services necessary to assess space and operational options; and building modifications that will alleviate food service and medical unit operational space needs at the Santa Cruz County Main Jail.

2. Schedule of Services: The scope of services, which Consultant shall render are included in the proposed scope of work shown as "Exhibit A" (Consultant Proposal) to this Agreement. Said proposal is hereby incorporated into and made a part of this Agreement. Consultant agrees to perform all of the stated services as outlined in the Proposal.

In performing the tasks associated with the Project, Consultant shall serve, at the direction of the Santa Cruz County Sheriff of the Department (hereinafter known as "ADMINISTRATOR") with respect to the results of the work performed, and the Administrator shall be authorized to provide for reasonable deviation from the tasks as the work of the Consultant progresses. The Consultant shall attend meetings with the Sheriff's Department and other agencies, as requested, and shall present such interim oral and written reports as are reasonable required in order to facilitate accomplishment of the objectives of this Agreement.

3. Time of Performance: Except as hereinafter provided, the services performed by Consultant shall begin immediately and be completed no later than May 30, 2006 and shall be evidenced by a final written Project Report prepared and submitted by the Consultant which includes, but is not limited to, the subject matter identified in Exhibit A "Project Approach and Work Plan" (pages 3-6 of the "Proposal for Consultant Services").
4. Payment of Services: The maximum amount owing to Consultant under this Agreement shall not exceed \$15,900. Consultant shall not be authorized to perform work which exceeds the maximum amount, and no claim which would exceed the maximum amount shall be payable to the Consultant. Progress payments will be based on the phases of work identified in "Exhibit A" performed by the Consultant and shall not exceed the following:

Scope of Work	Not to Exceed
• Food Services Analysis	\$7,500
• Medical Unit/Beds Available	\$7,500
• Reimbursable Costs (travel, postage, etc.)	\$ 900
TOTAL NOT TO EXCEED	\$15,900

Consultant shall be reimbursed on a monthly basis upon submission of an invoice to the Department. The invoice shall include all billings for services, materials, and other normal reimbursable expenses received from the previous month. Consultant shall submit to the Administrator invoices identifying the number of hours and expenses incurred by the Consultant in performing services under this Agreement during the preceding period. Invoices submitted by Consultant and approved by the Department shall be paid by the Department not later than twenty (20) calendar days after receipt by the Administrator.

5. Responsibility of Consultant: In consideration for the sums payable under this Agreement, Consultant shall retain and provide all staff services required for performance by the Consultant of this Agreement, including staff required to collect, analyze, draw conclusions from, and present data required to be provided and all necessary clerical assistance. The Consultant shall assign only competent personnel to perform services pursuant to this Agreement.

If the Department, in its sole discretion at any time during the term of this Agreement, desires the removal of any person assigned by Consultant to perform services, the Consultant shall remove such person immediately upon receiving notice from Department.

6. **Responsibility Of Department:** Department shall assist Consultant in any manner deemed appropriate by mutual agreement of both parties.
7. **Independent Consultant/Liability:** Consultant is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Agreement. Consultant exclusively assumes responsibility for acts of its employees, associates, and subcontractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Consultant shall be responsible for performing the work under this Agreement in a safe, professional skillful and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. Department shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Consultant or its employees.

8. **Additional Work:** For any work directed by Department which is not delineated in this Contract of Agreement, a Supplemental Agreement or amendment to this Agreement shall be entered into setting out the additional work, associated provisions, and compensation for same prior to Consultant performing said additional work.
9. **Project Representations:** Consultant and Department shall each designate project representatives who shall be totally responsible for coordinating the efforts of the respective parties with regard to the performance of the work as set forth under this Agreement. Project representative for Consultant shall be **Mr. Fred Campbell** and project representative for Department shall be **Sheriff Steve Robbins**. Project representatives may be changed upon the mutual agreement, in writing, of Department and Consultant.
10. **Consultant to Department:** It is understood that the services provided under this Agreement shall be prepared in and with cooperation from Department and its staff. It is further agreed that in all matters pertaining to this Agreement, Consultant shall act as Consultant only to Department and shall not act as Consultant to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Consultant's responsibilities to Department during term hereof.
11. **Confidentiality and Indemnity:** It is understood that in performing services under this Agreement, Consultant will be reviewing records which contain confidential information derived from the performance of services under this Agreement and shall take affirmative action to preclude such disclosure by any officer, employee, agent, contractor, or subcontractor of Consultant. Consultant shall hold harmless, indemnify and defend the Department, its officers, agents, and employees from and against any liability for damages or otherwise arising out of or resulting from the disclosure by Consultant or its officers, agents, employees, contractors, or subcontractor of any confidential information derived during the course of performing services under this Agreement.
12. **Conflict Of Interest:** Consultant shall at all times in performance of this Agreement comply with the law of the State of California regarding conflicts of interest, including, but not limited to Article 4 of Chapter 1, Division 4, Title 1 of the California Government Code, commencing with Section 1090, and Chapter 7 of Title 9 of said Code, commencing with Section 87100, including regulations promulgated by the California Fair Political Practices Department. If any facts come to the Consultant's attention which raise any questions as to the applicability of this law, it will immediately inform the Department and provide all information needed for resolution of the question. Without limitation of the covenants in the above paragraphs, Consultant is admonished hereby as follows:

These statutes, regulations, and laws include, but are not limited to, a prohibition against any public officer, including Consultant for this purpose, from making any decision on behalf of Department in which such officer has a direct or indirect financial interest. A violation occurs if the public officer influences or participates in any Department decision which has the potential to confer any pecuniary

benefit on Consultant or any business firm in which Consultant has an interest of any type, with certain narrow exceptions.

13. **Authority by Department:** This Agreement shall not be considered as giving exclusive authority to Consultant for performing all services pertaining to the program. Department may perform, or have performed, any phase, or any portion of any phase, of the various professional services outlined in this Agreement without liability or obligation to Consultant. If Department elects to do so, Department shall give its prior written notice to Consultant of the election.
14. **Default, Termination and Cancellation:**
- A. **Default:** Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default with ten (10) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended in the discretion of the party giving notice. Any extension of time to cure must be in writing, prepared by the party in default for signature by the party giving notice and must specify the reason(s) for the extension and the date in which the extension of time of to cure expires.
- Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired.
- B. **Bankruptcy:** This Agreement, at the option of the Department, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Consultant.
- C. **Ceasing Performance:** Department may terminate this Agreement in the event Consultant ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. **Termination or Cancellation Without Cause:** Department may terminate this Agreement in whole or in part seven (7) calendar days upon written notice by Department for any reason. If such prior termination is effected, Department will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to Consultant, and for such other services, which Department may agree to in writing as necessary for contract resolution. In no event, however, shall Department be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination, Consultant shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise. In the event of termination for default, Department reserves the right to take over and complete the work by contract or by any other means.
15. **Ownership Of Reports:** Any and all interim and final publications prepared by Consultant in the performance of services under this Agreement shall become the property of the Department, and Department shall have the right to utilize and dispose of such documents in any manner which it deems appropriate.
16. **Non-Assignability:** It is understood that Consultant has been selected based upon its reputation, capabilities, unique qualifications, and skills as well as those of their personnel. Consultant shall not subcontract, delegate, or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of Department.
17. **Waiver:** In the event that either Department or Consultant shall at any time or times waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breaches of this Agreement, whether of the same or any covenant, condition, or obligation.

18. **Completeness of Instrument:** This Agreement, together with its specific references and attachments, constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made, express or implied.
19. **Supersedes Prior Agreements:** It is the intention of the parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, or agreements, written or oral, between the parties hereto.
20. **Captions:** The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.
21. **Definitions:** Unless otherwise provided in this Agreement, or unless the context otherwise requires, the following definitions and rules of construction shall apply herein.
- A. **Number and Gender:** In this Agreement, the neuter gender includes the feminine and masculine, the singular includes the plural, and the work "person" includes corporations, partnerships, firms or associations, wherever the context so requires.
- B. **Mandatory and Permissive:** "Shall" and "will" and "agrees" are mandatory. "May" is permissive.
22. **Term Includes Extensions:** All references to the term of this Agreement or the Agreement Term shall include any extension of such term.
23. **Successors and Assigns:** All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.
24. **Modification:** No modification or waiver of any provisions of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.
25. **Counterparts:** This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.
26. **Other Documents:** The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.
27. **Partial Invalidity:** If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
28. **Venue:** It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Santa Cruz, State of California.
29. **Controlling Law:** The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

30. **California Tort Claims Act:** Notwithstanding any term or condition of the Agreement, the provisions, and related provisions, of the California Tort Claims Act, Division 3.6 of the Government Code, are not waived by Department and shall apply to any claim against Department arising out of any acts or conduct under the terms and conditions of this Agreement.
31. **Time is of the Essence:** Time is of the essence of this Agreement and each covenant and term herein.
32. **Authority:** All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement are in full compliance. Further, by entering into this Agreement, neither party hereto shall have breached the terms or conditions of any other contract or agreement to which such party is obligated, which such breach would have a material effect hereon.
33. **Indemnity:** Consultant agrees to indemnify and hold harmless, and at its own risk, cost and expense defend Department, its Board of Directors, officers, agents, and employees, from and against any and all liability expense, including defense costs, legal fees, and claims for damages arising from Contractor's negligence, intentional acts, or breaches of this Agreement. Indemnification with respect to defense costs shall be made at the time Department incurs such costs.
34. **Insurance:** Consultant shall carry insurance in the following amounts for the life of this Agreement:
- A. **Commercial General Liability Insurance:** Covering bodily injury and property damage using an occurrence policy form, in an amount no less than Two Million Dollars (\$2,000,000.00) combined single limit for each occurrence. Said commercial general liability insurance policy shall either be endorsed with the following specific language or contain equivalent language in the policy:
- a. The County of Santa Cruz, its officers and employees, is named as additional 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 inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.
 - c. The insurance provided herein is primary coverage to the County of Santa Cruz with respect to any insurance or self-insurance programs maintained by the Department.
 - d. This policy shall not be cancelled or materially changed without first giving thirty (30) days prior written notice to the Santa Cruz Sheriffs Department through the Department Administrator or his/her designee.
- B. **Automobile Liability and Property Damage:** Commercial automobile liability and property damage insurance, using an occurrence policy form, in an amount no less than \$1,000,000 shall be maintained by the Consultant.
- C. **Worker's Compensation and Employer's Liability Insurance:** Covering all employees of Consultant as required by law in the State of California.

- D. Consultant shall furnish a Certificate of Insurance satisfactory to the Department as evidence that the insurance required above is being maintained. The insurance will be issued by an insurance company acceptable to the Department. Consultant agrees that the insurance required above shall be in effect at all times during the term of this agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Consultant agrees to provide at least thirty (3) days prior to said expiration date, a new Certificate of Insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement, or for a period of not less than one (1) year. In the event the Consultant fails to keep in effect at all times insurance coverage as herein provided, Department may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- E. The Consultant's insurance coverage shall be primary insurance as respects the Department, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Department, if officers, officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.
- F. Any deductibles or self-insured retentions must be declared to and approved by the Department, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Department, its officers, officials, employees, and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- G. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the Department, its officers, officials, employees, or volunteers.
- H. The insurance companies shall have no recourse against the Department of Santa Cruz, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.

36. Notices: All notices required herein shall be in writing and shall be sent by certified or registered mail, postage prepaid, addressed as follows:

Consultant: Mr. Fred Campbell
Criminal Justice Research Foundation
P.O. Box 60566
Sacramento, CA 95860

Department: Sue Hibbs, Analyst
Santa Cruz County Sheriffs Dept.
259 Water Street
Santa Cruz, CA 95060

37. EQUAL EMPLOYMENT OPPORTUNITY: During and in relation to the performance of this Agreement, CONTRACTOR agrees as follows:

A. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, ancestry, disability, medical condition (cancer related and genetic characteristics), marital status, sex, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.

B. If this Agreement provides compensation in excess of \$50,000 to CONTRACTOR and if CONTRACTOR employs fifteen (15) or more employees, the following requirements shall apply:

(1) The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, national origin, ancestry, disability, medical condition (cancer related and genetic characteristics), marital status, sex, sexual orientation, age (over 18), veteran status, gender, pregnancy or any other non-merit factor unrelated to job duties. In addition, the CONTRACTOR shall make a good faith effort to consider Minority / Women / Disabled Owned Business Enterprises in CONTRACTORS solicitation of goods and services. Definitions for Minority / Women / Disabled Business Enterprises are available from the COUNTY General Services Purchasing Division.

(2) The CONTRACTOR shall furnish COUNTY Equal Employment Opportunity Office information and reports in the prescribed reporting format. (PER 4012) identifying the sex, race, physical or mental disability, and job classification of its employees and the names, dates and methods of advertisement and direct solicitation efforts made to subcontract with Minority-Women/ Disabled Business Enterprises.

(3) In the event of the CONTRACTORS non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders said CONTRACTOR may be declared ineligible for further agreements with the COUNTY.

(4) The CONTRACTOR shall cause the foregoing provisions of this subparagraph 7B. to be inserted in all subcontracts for any work covered under this Agreement by a subcontractor compensated more than \$50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

- 38 **Records:** Consultant shall maintain complete and accurate accounting records showing the services performed in connection with performance of this Agreement, the phase during which such services were performed, and the identity of the person(s) performing such services. Consultant shall make such records available for inspection by authorized representatives of Department at any reasonable time during the performance of this Agreement and for the period specified by Department, no less than three (3) years and after the date of final payment.
- 39 **Taxpayer I.D. Number:** The Department shall not disburse any payments to Consultant pursuant to this Agreement until Consultant supplies the latter's Taxpayer I.D. Number of Social Security Number (as required on the line under Consultant's signature on page 8 of this Agreement).
- 40 **Entire Agreement:** This Agreement shall be governed by the laws of the State of California. It constitutes the entire Agreement, supersedes all proposals, oral and written, and all negotiations, conversations, or discussions heretofore and between the parties related to the subject matter of the Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the _____ of January 2006 at the SantaCRUZ SHERIFF'S DEPARTMENT, a political subdivision of the State of California.

SANTA CRUZ COUNTY
BOARD OF SUPERVISORS

CRIMINAL JUSTICE RESEARCH FOUNDATION

David R. Baybelle

Chair, Board of Supervisors

Consultant

564-62-5810

Consultant's Tax Payer I.D. Number

APPROVED AS TO FORM:

APPROVED AS TO INSURANCE:

GW Heats 10/17/05

Asst. County Counsel

Janet McKinley 10-18-05

Risk Management

EXHIBIT A

Project Approach and Work Plan

Santa Cruz County Sheriffs Department

The Criminal Justice Research Foundation (CJRF) has had extensive experience in space planning and assessment, analysis of facility operational needs and designing, administering and managing construction projects. Over the years, CJRF has contracted with Federal, State, City, County and private agencies for space planning and assessment, for renovation, expansion, and new construction of various facilities. CJRF has been responsible for assisting owners in delivering projects on time and within budget. CJRF believes in early involvement in a project's development in order to take full advantage of available opportunities and our ability to execute the work in a timely and cost efficient manner.

Background and Scope of Work

The Santa Cruz County Sheriff's Department has contacted the Criminal Justice Research Foundation to meet and discuss two problems that are greatly affecting the daily operation of the Santa Cruz Main Jail.

They are:

- **Food Service Space and Delivery:** The Santa Cruz County Sheriff's Department has managed an inadequate under-sized kitchen for several years. Due to the current Main Jail design and facility footprint, a simple solution to alleviate any inadequacies of the kitchen might adversely affect the design and operations of other functions of the Main Jail (not related to the kitchen).
- **Medical Unit Space and Population Increases:** A growing inmate population with medical and mental health problems is the cause for concern at the Main Jail. The medical unit area and bed capacity are inadequate to serve the existing inmate population. The medical population needs to be isolated from other inmate groups housed at the Main Jail and requires a greater level of care and assistance.

The scope of work CJRF will provide focuses on space planning and assessment as well as construction options analysis that will respond to these two problem areas. The work will include the following:

1. **Facility Food Service Verification and Programming:** The objective of this task is to verify and program the specific needs of the Santa Cruz County Main Jail food service operation. The review and analysis will consider food service space that is (a) functional and efficient in design, (b) expandable to meet current and future inmate populations, (c) adaptable to respond to changes in operations, and (d) provides for financially efficient operations. The analysis will consider possible consolidation of all jail system food services functions. The analysis will address and comply with applicable standards including the following:

- Title 24: is not specific regarding the space needed to prepare the meals

- **Title 15:** Article 9 responds to the menus, servings, administration, handling, clean up, sanitation, diets, and frequency of servings, storage, and food handlers for the food service operation.
- **Other:** Health and Safety Codes, Div 22, Chap 4, Art 1-8 and Section 27552, and the Uniform Retail Food Facilities Law regulations.

CJRF will meet with staff and review the existing spaces related to the food service operation. The review and staff discussions will focus on identification and definition of space requirements and related planning issues including food service needs, security levels, program and space requirements, federal/state code requirements, organizational and management philosophies, physical and operational considerations, shared usage of existing support space, site layout and utilization, and staffing.

Analysis of information identified during the facility review will focus on a number of important factors, which will affect the range of facility development solutions. They are:

- | | | |
|--------------------------------|------------------------------|-----------------------------------|
| ▪ Meals per day | ▪ Food cart delivery system | ▪ Cook-chill food delivery system |
| ▪ Facility constraints | ▪ Tray delivery system | ▪ Expansion areas needed |
| ▪ Operational Objectives | ▪ Dry food storage capacity | ▪ On or off-site concepts |
| ▪ Centralize food service | ▪ Cold food storage capacity | ▪ Management philosophies |
| ▪ De-centralize food service | ▪ Scullery adequacy | ▪ Security levels |
| ▪ Cost constraints | ▪ Re-thermal food delivery | ▪ Code requirements |
| ▪ Staffing constraints | ▪ Past Inspection reports | ▪ Facility layout consideration |
| ▪ Equipment life cycle factors | ▪ Inmate meal menus | ▪ Special menus |

2. Medical Unit Space Needs and Population Increases: The objective of this task is to verify and program specific space needs for the Main Jail's inmate medical population. The review and analysis will consider medical unit space that is (a) functional and efficient in design, (b) expandable to meet current and future inmate medical populations, (c) adaptable to respond to changes in operations, and(d) provides for financially efficient operations.

The analysis will also address and comply with applicable standards that provide inmates with adequate level of health care including Title 15, Article 11, Medical / Mental Health Services, Sections 1200-1230. An example includes Main Jail's medical screening function which is to identify, at a minimum, those persons with chronic, acute, and communicable conditions, and those inmates who are alcohol or drug dependent. Screening those inmates before they are housed can insure against unnecessary aggravation of their medical or mental conditions, and can dramatically reduce the spread of infection to the rest of the population. The Board of Corrections has established very focused guidelines for the Health Care Administrator. When health care services are delivered within the Jail facility, staff, space, equipment, supplies, materials, and resource manuals shall be adequate to the level of care provided.

EXHIBIT A

CJRF will meet with health care and custody staff and review the existing spaces related to the Main Jail's medical unit operation. The review and staff discussions will focus on identification and definition of space requirements and related planning issues including medical service needs, security levels, program and space requirements, federal/state code requirements, organizational and management philosophies, physical and operational considerations, shared usage of existing support space, site layout and utilization, staffing and other support.

Analysis of information identified during the facility review will focus on a number of important factors, which will affect the range of facility development solutions for the medical unit including:

Current bed capacity	History of Bed Needs	Security Levels
Medical/mental health ADP	Operational objectives	Expansion areas needed
Operational constraints	Behavioral objectives	Intake health survey
Centralize med services	Exam treatment rooms	Management philosophies
De-centralize med services	Support spaces	User access to services
Cost constraints	Clinic space needs	Code requirements
Staffing constraints	Past Inspection reports	Facility layout consideration

Project Approach and Work Plan

CJRF's project approach will focus on (I) Confirmation of User Agency Goals and Objectives, (II) User Agency/Program Survey, (III) Facility Space Programming, (IV) Alternatives, and (V) Financial Analysis.

- **Confirmation of Goals and Objectives** – CJRF will meet with the Santa Cruz Sheriff's Department to confirm the project's overall goals and objectives. At least two meetings with Jail , Heath Services Agency and County Administrative Office staff are foreseen comprising of a strategic planning session and a follow-up meeting to present and confirm the goals and objectives.

CJRF has determined from an initial meeting that the proposed planning study should respond to the following objectives: (a) identification of operational and space planning solutions, (b) space and operational requirements based on programming needs; (c) assessment and validation of all costs for construction and remodeling; and (d) preparation of a milestone schedule and phasing plan for all building/construction options.

- **User Agency/Program Survey** – CJRF will utilize an agency/program facility survey to establish space allocations of the users anticipated to occupy any new or revised space. CJRF will utilize questionnaires, interviews, measurements, observations, and evaluations. The results of this survey will be utilized in determining the space and program requirements for each of the affected users/jail programs.
- **Facility Space Program** – CJRF will analyze all information derived from the User Agency/Program Survey. The space program will focus on a number of key factors, which will affect the range of facility development solutions for the user agencies/jail programs including:



FACILITY PROGRAM

A. Facility Space Requirements

Space size & standards
 Efficiency ratio
 Space quality and quantity
 Circulation, entrances, exits
 Fixed Furniture & Equipment
 Play yards, courts

C. Facility Systems

Heating, Ventilation, Air Conditioning
 Electrical, data & telephone
 Plumbing, Mechanical
 Security Considerations
 Utilities and serviceability

E. Department Organizational

Operations
 Policy and Procedures
 Agency organizational structure
 Staffing

B. Facility Planning

Facility location and orientation
 Offices vs. opening planning concept
 Changes in operations to conserve space to reduce costs
 Use of shared space
 Efficient utilization of existing buildings

D. Code Requirements

Fire & life safety systems
 CAC, T-24, T-15, T-19
 General Plan & Zoning, Setbacks
 Americans with Disabilities Act
 Local Fire & Building Officials

F. Facility Considerations

Agency identity
 Building configuration & footprint
 Single & multiple stories
 Special space & equipment needs
 Interface with the public, delivery, etc.
 Future growth needs & expansion

- Financial Analysis – Information **from** the Survey and approved facility space programming will provide the foundation for cost modeling. This step will focus on construction facility concepts (which may include costs for operational changes, such as centralized food services and other potential non or minimal construction options) and cost analysis of each concept. The goal is to determine a facility construction concept that is (1) cost effective, (2) responsive to the user needs, (3) will satisfy current and future user agency growth, and (4) staff efficient.

The facility options analysis will primarily focus on:

New construction	Combination of remodeling and new construction.
Phasing plan	Centralized and de-centralized functions

The above analysis will allow the Sheriffs Department to determine if it is feasible to pursue any of the options presented. Each option that is identified and analyzed will include the following components:

Space configuration/layout staffing	Operational considerations Cost implications	Building constraints Schedule
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