

CLARK COUNTY STAFF REPORT



DEPARTMENT: Sheriff's Office – Corrections Branch

DATE: February 1, 2016

REQUESTED ACTION:

Authorize the County Manager to sign a contract for Sheriff's Office to hire the selected bidder for RFP #701 to update the 2008 Law and Justice Space Needs as it pertains to the Clark County Law Enforcement Center, and Jail Work Center.

BACKGROUND

In July of 2015, the Board of County Councilors authorized up to \$300,000 to update the 2008 Law and Justice Space Needs and Downtown Campus Development Plan. The original report was not acted upon due to economic changes. The main jail portion of the plan needs to be updated to reflect changes in Federal legislation, court decision, and corrections practices that have occurred since 2008.

The new study is needed to specifically answer questions regarding the lifespan of the existing building, the feasibility of updating the building to comply with essential housing needs, and updating intake to reduce congestion while booking inmates. The study will also be expanded to determine if the kitchen, laundry and bed space at the Jail Work Center can be relocated to the downtown campus.

The subsequent RFP process garnered two qualified bidders. A selection committee reviewed both proposals and presentations. The lowest bidder, DLR Group, was selected and a contract negotiated.

ADMINISTRATIVE POLICY IMPLICATIONS

Administrative policy changes are limited to the intake, housing and supervision of the inmate population. Potential changes include moving from an indirect supervision model to a blended indirect and direct supervision model, depending on the classification and needs of the individual inmates.

COUNCIL POLICY IMPLICATIONS

None

PREVIOUS REVIEWS AND ACTIONS

This proposed action was presented to the Clark County Finance Committee on June 23, 2015. The Committee recommends approval of the study and budget action.

COMMUNITY OUTREACH

None

BUDGET IMPLICATIONS

YES	NO	
	X	Action falls within existing budget capacity.
	X	Action falls within existing budget capacity but requires a change of purpose within existing appropriation
X		Additional budget capacity is necessary and will be requested at the next supplemental. If YES, please complete the budget impact statement. If YES, this action will be referred to the county council with a recommendation from the county manager.

Handwritten signature: yin

SUBMITTED BY: Darin Rouhier
DATE: February 1, 2016

DISTRIBUTION OF COUNCIL STAFF REPORTS:

Distribution of staff reports is made via the Grid. <http://www.clark.wa.gov/thegrid/>
Copies are available by close of business on the Thursday after council deliberations.

DISTRIBUTION OF COUNTY MANAGER STAFF REPORTS:

CLARK COUNTY SHERIFF'S OFFICE APPROVALS:



Darin Rouhier
Sheriff's Office Finance Manager



Ric Bishop
Chief Jail Deputy



Mike Cooke
Undersheriff

Attachments:
None

APPROVED: 
CLARK COUNTY, WASHINGTON
BOARD OF COUNTY COUNCILORS

DATE: Feb. 9, 2016

SR# SR 031-16



COUNTY MANAGER ACTION\RECOMMENDATION

By: Mark McCauley

Date:

SR Number:

REQUESTED ACTION:

Authorize the Sheriff to utilize up to \$300,000 in additional Jail revenue to fund a study to update the 2008 Law and Justice Space Needs – Specifically Engineering and Architectural Structural Study of the Main Jail for Potential Improvement/Expansion.

COUNTY MANAGER RECOMMENDATION:

Action	Conditions	Referral to council?
<i>Approval\denial</i>	<i>Enter conditions or requests here</i>	<i>Yes\No</i>

Mark McCauley
Acting County Manager

DISTRIBUTION

N/A

BUDGET IMPACT ATTACHMENT

Part 1: Narrative

Explain what creates a budget impact (additional staff, reduced revenue, change in policy, etc.). Present assumptions for revenue and expenditure estimates.

The study, if authorized, would result in additional professional services expense for the Jail of up to \$300,000 in the 2015-16, necessitating a supplemental budget increase at the next scheduled opportunity. To fund the cost of the study, the Sheriff's Office proposes using State DOC revenues that have been collected in excess of the existing revenue budget, and would result in a revenue neutral budget action. The additional revenue necessary to fund the study was earned in the first five months of 2015.

Part 2: Budget Impact

Expenditure:

Fund	Dept	Obj	Expense change Year 1	Expense change Year 1	Expense change Year 2	Expense change Year 3	Expense change Year 4	Expense change Year 5	Expense change Year 6	One time or continuing
0001	261	419	300,000	0	0	0	0	0	0	One-time
Total			300,000	0	0	0	0	0	0	One-time

Revenue

Fund	Dept	Obj	Revenue change Year 1	Revenue change Year 1	Revenue change Year 2	Revenue change Year 3	Revenue change Year 4	Revenue change Year 5	Expense change Year 6	One time or continuing
0001	261	000	300,000	0	0	0	0	0	0	One-time
Total			300,000	0	0	0	0	0	0	One-time

Part 3: FTE Profile Over Time

# FTE	Type	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
N/A							

Year 1 estimated start date for employees:

Professional Services Agreement

Agreement Purchase No. 701

THIS AGREEMENT, entered this 9th day of February 2016, by and between CLARK COUNTY, after this called "County," a political subdivision of the State of Washington, and DLR Group, after this called "Contractor."

WITNESSETH

WHEREAS, the Contractor has been chosen through a competitive bid process by the County RFP #701 and has the expertise to provide professional services for Clark County and to perform those services more particularly set out in the proposal attached hereto and incorporated herein by this reference as Exhibit A and Contractor's response with is set out in the proposal attached hereto and incorporated herein by this reference as Exhibit B.

WHEREAS, Clark County does not have available staff to provide such services for the benefit of the services of Clark County, NOW, THEREFORE,

THE COUNTY AND THE CONTRACTOR MUTUALLY AGREE AS FOLLOWS:

1. Services. The Contractor shall perform services as set forth in Exhibit A & Exhibit B.
2. Time. The agreement shall be effective beginning February 15, 2016 and ending July 31, 2016.
3. Compensation. County shall pay the Contractor for performing said services upon receipt of a written invoice according to the schedule set forth in Exhibit C, which is attached hereto and incorporated herein by this reference. The parties mutually agree that in no event shall the amount billing exceed the dollar amount in Exhibit C

without prior approval of the County.

4. Termination. The County may terminate this Agreement immediately upon any breach by Contractor in the duties of Contractor as set forth in Agreement. The waiver by the County of one or more breaches shall not be construed as a waiver of any subsequent breach or breaches. Further, County may terminate this Agreement upon immediate notice to Contractor in the event that the funding for the project ceases or is reduced in amount. The Contractor will be reimbursed for services expended up to the date of termination.

5. Independent Contractor. The Contractor shall always be an independent Contractor and not an employee of the County, and shall not be entitled to compensation or benefits of any kind except as specifically provided herein.

6. Indemnification / Hold Harmless. The Consultant shall defend, indemnify and hold the County, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the negligent acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the County. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the County, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligent acts, errors and omissions. It is further specifically and expressly understood that the indemnification provided herein

constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement

7. Wage and hour compliance. Contractor shall comply with all applicable provisions of the Fair Labor Standards Act and any other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall always save County free, clear and harmless from all actions, claims, demands and expenses arising out of said act and the rules and regulations that are or may be promulgated in connection therewith.

8. Social Security and Other Taxes. The Contractor assumes full responsibility for the payment of all payroll taxes, use, sales, income or other form of taxes, fees, licenses, excises, or payments required by any city, federal or state legislation that is now or may during the term of this agreement be enacted as to all persons employed by the Contractor in performance of the work pursuant to this Agreement and shall assume exclusive liability therefore, and meet all requirements thereunder pursuant to any rules and regulations that are now and may be promulgated in connection therewith.

9. Contract Documents: Contract documents consist of this Agreement, Exhibit A, a scope of work which consists of Exhibit A RFP 701, Exhibit B Contractor's proposal based on RFP 701, and Exhibit C budget documents.

10. Equal Employment Opportunity: The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, gender,

sexual orientation, age, disability, marital status or national origin.

11. Changes: County may, from time to time, require changes in the scope of the services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between County and the Contractor, shall be in writing, signed by both parties and incorporated in the written amendments to the Agreement.

12. Public records act: Notwithstanding the provisions of this Agreement to the contrary, to the extent any record, including any electronic, audio, paper or other media, is required to be kept or indexed as a public record in accordance with the Washington Public Records Act, RCW Chapter 42.56, as may hereafter be amended, Contractor agrees to maintain all records constituting public records and to produce or assist Clark County in producing such records, within the time frames and parameters set forth in state law. Contractor further agrees that upon receipt of any written public record request, Contractor shall, within two business days, notify Clark County by providing a copy of the request to the Clark County Sheriff's Office.

13. Governing Law. This agreement shall be governed by the laws of the State of Washington. Venue for any litigation shall be in Superior Court for the State of Washington in Clark County, Washington.

14. Confidentiality. With respect to all information relating to County that is confidential and clearly so designated, the Contractor agrees to keep such information confidential.

15. Conflict of Interest. The Contractor covenants that it has had no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or

degree with the performance of services hereunder. The Contractor further covenants that no person having such interest shall be employed by it, or shall perform services as an independent contractor with it, in the performance of this Agreement.

16. DEBARMENT OR EXCLUSION. The Contractor shall not employ any person nor contract with any person or entity that is excluded from participation in federally funded (in whole or in part) Contracts, in accordance with 42 CFR Part 76 or who are debarred, suspended, declared ineligible or voluntarily excluded. The Contractor and any subcontractors must comply with federal law and must not knowingly have a director, officer, partner or person with a beneficial ownership of the Contractor's equity, or an employee, contract or consultant who is significant or material to the provision of services under this Contract, who has been or is affiliated with someone who has been, debarred, suspended or otherwise excluded by any federal agency. The Contractor shall maintain evidence of compliance in personnel files or with subcontractor's documents. The Contractor shall certify compliance with this provision to the County prior to the term of this Contract, including certification of compliance of any other parties listed above with a beneficial ownership or a party significant to the provision of services under this Contract. The Contractor shall provide the full names of these parties to the County, along with certification of compliance prior to the start of this contract.

17. AGENCY. The Contractor will not represent themselves as County Employees or Agents.

18. ASSIGNMENT. Except as otherwise provided herein, no party to this Contract may assign any of its rights or delegate any of its duties under this Contract

without the prior written consent of the other parties; provided however, that the Contractor may assign its rights or delegate its duties to an affiliate of the Contractor, or in connection with the sale of all or substantially all of the stock, assets or business of the Contractor, without the prior written consent of the other parties. Any unauthorized attempted assignment shall be null and void and of no force or effect.

19. Consent and Understanding. This agreement contains a complete and integrated understanding of the Agreement between the parties and supersedes any understandings, contract, or negotiations, whether oral or written, not set forth herein or in written amendments hereto duly executed by both parties.

20. Severability. If any provision of this Agreement is held invalid, the remainder would then continue to conform to the terms and requirements of applicable law.

IN WITNESS THEREOF, County and the Contractor have executed this Agreement on the date first above written.

Approved as to form only:
ANTHONY F. GOLIK
Prosecuting Attorney

By: Jane E. Vetto
Jane Vetto
Deputy Prosecuting Attorney

COUNTY:

Board of County Councilors
Clark County, Washington

By: Mark McCauley
Mark McCauley
County Administrator *Manager*

CONTRACTOR:

DLR Group

By: [Signature]

Print Name: WILLIAM J. VALDER.

Title: VICE PRESIDENT.

Vendor/Contractor:

Have you or any of your employees who will be directly compensated retired from a Washington State Retirement System using the 2008 Early Retirement Factor?

Yes

No

Exhibit C

	Feb-16	Mar-16	Apr-16	May-16	Jun-16	Jul-16	Total
Phase I - Program Verification & Site Assessments	20%	50%	80%	100%			
	\$ 16,366.67	\$ 24,550.00	\$ 24,550.00	\$ 16,366.67			\$ 81,833.33
Phase II - Programming & Planning				20%	90%	100%	
				\$ 16,366.67	\$ 57,283.33	\$ 8,183.33	\$ 81,833.33
Phase III - Concept Design & Budgeting			5%	25%	45%	100%	
			\$ 4,091.67	\$ 16,366.67	\$ 16,366.67	\$ 45,008.33	\$ 81,833.33
					Proposed Total Costs		\$ 245,500.00