

**MEMORANDUM  
DEPARTMENT OF FACILITY SERVICES  
COUNTY OF PLACER**

To: **BOARD OF SUPERVISORS**

Date: **MARCH 24, 2009**

From: *JD* **JAMES DURFEE / JOEL SWIFT** *JS*

Subject: **SECOND AMENDMENT TO THE CONSULTANT SERVICES AGREEMENT  
WITH JAY FARBSTEIN & ASSOCIATES, INC., FOR THE SOUTH PLACER  
ADULT CORRECTIONAL FACILITY, PROJECT NO. 4764**

**ACTION REQUESTED / RECOMMENDATION:** Approve the attached Amendment #2 to the Consultant Services Agreement with Jay Farbstein & Associates, Inc. (JFA), for the development of a detailed Architectural Space Program for the South Placer Adult Correctional Facility (SPAC), Project No. 4764, and authorize the Chairman of the Board to execute Amendment #2 increasing the contract by \$35,000, for a total contract cost not-to-exceed \$329,901.

**BACKGROUND:** On October 2, 2007, your Board approved a contract with JFA for the completion of a countywide Correctional Needs Assessment and Master Plan. The Correctional Needs Assessment and Master Plan process examined the functional and spatial requirements of the criminal justice system in order to recommend the appropriate jail capacity to support an effective, well-functioning system. This work has been critical to the planning of future justice services facilities.

In development of the Correctional Needs Assessment, JFA indicated that they were not able to utilize the projection methodology originally proposed because of the effects of the Federal cap on inmate population. JFA spent an additional 215 hours, beyond those projected in their original proposal to develop a methodology that would account for the cap. The total cost of the additional labor required to account for the effects of the Federal cap was \$28,609.

JFA was also requested to review and comment on a staffing study for the Booking Area of the Auburn Jail, for an additional fee of \$1,225.

JFA has provided the detailed Architectural Space Program for the SPAC for inclusion in Design-Build (D-B) Request for Proposals (RFP). The Architectural Space Program provides a comprehensive list of spaces, area requirements, space dependencies, adjacencies and special characteristics for each space in the SPAC.

In order to proceed, it is requested that your Board approve the attached Amendment #2 with JFA, in the amount of \$35,000, including additional services, for a revised not to exceed contract amount of \$329,901.

**ENVIRONMENTAL IMPACT:** In accordance with Section 21083 of the Public Resources Code and Section 15075 of the California Environmental Quality Act Guidelines, a Notice of Determination for a Mitigated Negative Declaration for the project was recorded and posted on February 27, 2004, by the County Clerk of Placer County. On December 11, 2003, the City of Roseville Planning Commission approved Major Project Permits (MPP 03-02 and MPP 03-03) and a Conditional Use Permit (CUP 03-05) for the South Placer Justice Center project. The environmental documents include the impacts associated with construction of this project.

**FISCAL IMPACT:** As identified in the 10-Year Capital Project Financing Plan, the total project cost of Phase I of the South Placer Adult Correctional Facility is estimated to be \$98.2 million, including \$75-\$80 million in construction costs. There is sufficient funding appropriated in the Capital Project Fund project account for the JFA contract Amendment #2. Staff plans to return to your Board in June 2009, for approval of the recommended D-B Team.

AVAILABLE FOR REVIEW AT THE CLERK OF THE BOARD. ORIGINAL CONTRACT  
AMENDMENT #1

ATTACHMENT: AMENDMENT #2

JD MD:JS:RU:SR

CC: COUNTY EXECUTIVE OFFICE  
PROCUREMENT SERVICES  
SHERIFF CORONER MARSHALL

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**AMENDMENT #2 TO  
AGREEMENT BETWEEN THE COUNTY OF PLACER AND  
JAY FARBSTEIN & ASSOCIATES, INC.**

This **SECOND AMENDMENT** to the original agreement entered on October 2, 2007 (Contract No. 12490) is made at Auburn, California as of **February \_\_, 2009** by and between the County of Placer ("County") and Jay Farbstein & Associates, Inc., ("Consultant") a California Corporation, collectively referred to as the "Parties", who agree as follows:

**WHEREAS**, the Consultant prepared and delivered a Correctional Needs Assessment to the County; and

**WHEREAS**, a custom methodology and additional labor was required to account for the effects of the Federal Inmate Cap on the County Correctional System; and

**WHEREAS**, the Consultant was requested to review the Auburn Jail Booking Area Staffing Study,

**NOW, THEREFORE**, the parties agree to amend the original contract agreement with the expanded Scope of Services, attached as **Exhibit A – Amended Scope of Services - Second Amendment**. The parties further agree to amend Consultant's Fee, in an amount not to exceed **\$35,000**, attached as **Exhibit B – Second Amendment – Payment for Services Rendered**, for a total amended contract amount not to exceed **Three Hundred Twenty-Nine Thousand Nine Hundred One Dollars (\$329,901)**.

All other provisions in the original agreement shall continue as set forth and established in the original contract dated October 2, 2007, as amended by the First Amendment dated February 5, 2008.

**IN WITNESS WHEREOF**, the parties have executed this Second Amendment the day and year first above written.

**COUNTY OF PLACER**

**JAY FARBSTEIN & ASSOCIATES, INC.**

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

By: Jay Farbstein  
Jay Farbstein, PhD, FAIA  
Jay Farbstein & Associates, Inc.

Date: \_\_\_\_\_

Date: 2/10/09

Approved as to Form:

Approved as to Funds:

By: \_\_\_\_\_  
County Counsel

By: [Signature] 2/4/09  
County Auditor

Attachments:

- Exhibit A – Amended Scope of Services – Second Amendment
- Exhibit B – Second Amendment – Payment for Services Rendered

**EXHIBIT A  
AMENDED SCOPE OF SERVICES – SECOND AMENDMENT**

**SCOPE OF SERVICES**

**Correctional Needs Assessment:**

The amended scope of services consists of providing additional work required to develop and implement a methodology accounting for the effects of the Federal Inmate Population Cap in the development of the Placer County Correctional Needs Assessment.

**Auburn Jail Booking Area Staffing Study Review**

The amended scope of services consists of providing additional work required to provide a review of the Auburn Jail Booking Area Staffing Study.

**END OF EXHIBIT A  
AMENDED SCOPE OF SERVICES – SECOND AMENDMENT**

**EXHIBIT B  
SECOND AMENDMENT**

**PAYMENT FOR SERVICES RENDERED**

Consultant shall be paid by County monthly as work progresses, not to exceed the amounts set for each task.

Consultant shall submit invoices monthly for work performed, including task budgets, current charges by task, cumulative charges by task to date, and percent of budget expended and remaining by task. Provided the work has been satisfactorily performed, County shall pay invoices within thirty (30) days after approval of the invoice. Consultant shall provide such additional information as the County may request to verify any of the amounts claimed for payment in any invoice.

**Second Amendment:**

Additional Work – Correctional Needs Assessment:	<b>\$ 28,609</b>
Additional Work - Auburn Jail Booking Area Staffing Study Review:	<b>\$ 1,225</b>
Additional Services:	<b>\$ 5,166</b>

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<b>Second Amendment Fee:</b>	<b>\$ 35,000</b>
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<b>Original Contract with First Amendment:</b>	<b>\$294,901</b>
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<b>Total Amended Contract:</b>	<b>\$329,901</b>
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The total amount payable for each task shall not exceed the amounts set forth in Consultant's fee table above. However, upon written request of the Consultant and with written approval of the Placer County Director of Facility Services, or their designee, the County may adjust the amount to be paid for any task if the County deems it necessary and appropriate. However, the total amount payable for all services provided under this Agreement, including additional services, shall not exceed **Three Hundred Twenty-Nine Thousand Nine Hundred One Dollars and 00/100 (\$329,901.00)**.

This contract allows for additional work as necessary on the prior written approval from the Placer County Director of Facility Services, in the maximum amount of \$5,166. Additional services shall be billed as shown in the Hourly Rate Schedule in Exhibit B of the Original Contract.

**END OF EXHIBIT B  
PAYMENT FOR SERVICES RENDERED  
– SECOND AMENDMENT**

