

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT made and entered into this 23rd day of April, 2018 by and between Jackson County, Missouri, hereinafter referred to as "County" and Shive Hattery, Inc., 4125 Westown Parkway, Suite 100, West Des Moines, IA 50266 hereinafter referred to as "Consultant."

WITNESSETH:

WHEREAS, County requires consulting services in connection with the following: **Jackson County Criminal Justice System Feasibility Study and Master Plan** hereinafter referred to as "the Project" or "the Work"; and,

WHEREAS, County desires to enter into an Agreement with a Consultant to perform consulting services as aforementioned; and,

WHEREAS, Consultant represents that the firm is equipped, competent, and able to undertake such an assignment;

NOW, THEREFORE, in consideration of the mutual covenants and considerations herein contained, IT IS HEREBY AGREED by the parties hereto as follows:

ARTICLE I – SCOPE OF SERVICE TO BE PROVIDED BY THE CONSULTANT:

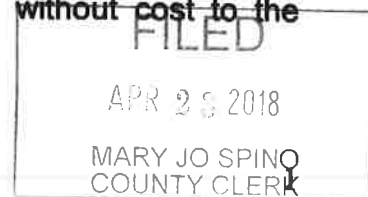
The Consultant, upon receipt of written notice from the County that this Agreement has been approved, will furnish the necessary consulting and related services as stipulated in the attached scope of services from the Consultant (Exhibit A).

ARTICLE II - ADDITIONAL SERVICES:

The County reserves the right to request additional work, based on changed or unforeseen conditions which require changes and work beyond the scope of this Agreement. In this event, an Addendum to this Agreement shall be executed prior to performing the additional changed work or incurring any additional cost therefore. Any change in compensation will be covered in the Addendum. Specifically, the Parties agree that Phase III of Consultant's proposed scope of work is not currently funded and will not be performed unless specifically authorized by the County, in writing, in the future

ARTICLE III - SCOPE OF SERVICES TO BE PROVIDED BY THE COUNTY:

The County agrees to furnish information and have work done ~~without cost to the~~ Consultant as follows:



1. Make available to the Consultant existing records, abatement studies, maps, plans, and other data possessed by County when such are necessary, advisable, or helpful to the Consultant in the completion of its work under this Agreement.
2. Provide Standard County/City forms and/or standard plans as required including contractual sections for bid documents.
3. Pay publishing costs for advertisements of notices, public hearings, request for bids, and other similar items. Pay for all permits and licenses that may be required by local, state, or federal authorities.
4. Designate a representative who will serve as the County's primary point of contact and who will be authorized to act for and on behalf of the County throughout completion of the services covered by this Agreement.
5. Examine all studies and drafts developed by the Consultant, obtain reviews by other agencies involved, and render decisions thereon in a prompt manner so as not to delay the Consultant.

Consultant shall indicate to the County the information needed for rendering of services hereunder. The County shall provide to Consultant such information, including electronic media, as is available to the County and the County's consultants and contractors, and Consultant shall be entitled to rely upon the accuracy and completeness thereof. The County recognizes that it is difficult for Consultant to assure the accuracy, completeness and sufficiency of such County-furnished information, either because it is provided by others or because of errors or omissions which may have occurred in assembling the information the County is providing.

ARTICLE IV - PERIOD OF SERVICE:

The Consultant will commence work after receiving Notice-to-Proceed from the County. All work product detailed by the scope of service shall be completed and submitted in accordance with the attached Schedule, Exhibit C, which was submitted by the Consultant.

ARTICLE V - PROGRESS SCHEDULE:

The contracting parties agree that time is of the essence. Monthly, the Consultant shall submit a Progress Report to the County. The Progress Report will be in the form of either a bar graph or a Critical Path Method (CPM) Schedule. It shall include scheduled periods for each of the elements into which the Consultant's work is divided. The schedule periods shall also include a time allowance for review and approvals by the County. Assume two (2) weeks review time for County on each submittal.

ARTICLE VI - COVENANT AGAINST CONTINGENT FEES:

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the County shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement the price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee plus reasonable attorney's fees.

ARTICLE VII - SUBLETTING ASSIGNMENT:

No portion of the work covered by this Agreement, except as provided herein, shall be sublet or transferred without the written consent of the County. The subletting of the work shall in no way relieve the Consultant of its primary responsibility for the quality and performance of the work. Notwithstanding the above, the County approves of Consultant subcontracting services to the following firms: HDR, The Urban Institute, Falcon, Inc., Further the Work, and M.J. Martin, Inc.

ARTICLE VIII- PROFESSIONAL ENDORSEMENT:

All plans, specifications and other documents shall be endorsed by the Consultant or its approved subconsultant and shall reflect the name and seal of the Professional Engineer endorsing the work, if required by Missouri Law.

ARTICLE IX - STANDARD OF CARE:

Consultant shall perform its services in accordance with the standards of care and diligence normally practiced by recognized professional firms in performing services of a similar nature. If, during the two (2) year period following the earlier of completion or termination of the services it is shown there is an error in the services caused solely by the Consultant's failure to meet such standards, and County has promptly notified Consultant of any such error within that period, Consultant shall perform, at Consultant's cost, such corrective services as may be necessary to remedy such error.

ARTICLE X - MISCELLANEOUS PROVISIONS:

The following miscellaneous provisions are agreed to by both parties to this Agreement.

1. Inspection of Documents.

The Consultant shall maintain all records, survey notes, design documents, cost and accounting records, construction records and other records pertaining to this Agreement and to the project covered by this Agreement, for a period of not less

than three (3) years following final payment. An authorized representative of the County shall have access to the records for inspection, during regular working hours at the Consultant's place of business. County shall have the right to audit and inspect Consultant's records and accounts covering costs hereunder at all reasonable times during the performance of the Services and for a period of three (3) years after the acceptance thereof. Consultant shall not be required to keep records of or provide access to those of its costs expressed as fixed rates, a lump sum, or of costs which are expressed in terms of percentages of other costs.

2. Confidential Information.

Consultant will hold all Confidential Information in confidence and not disclose, distribute or disseminate any Confidential Information, or any documents or information derived from the Confidential Information, to any third party, except as permitted in this Agreement. Consultant may disclose Confidential Information to its employees and its agents or consultants on a need to know basis. Consultant will use the same degree of care in securing and protecting the Confidential Information from disclosure or unauthorized use as Consultant would use to secure and protect its own proprietary information. For the purposes of this Agreement, "Confidential Information" means all non-public, proprietary, and/or confidential information directly related to the Project provided by County to Consultant and clearly indicated by the County to Consultant as "confidential." Confidential Information does not include information, which (a) is or becomes generally available to the public other than as a result of a wrongful disclosure by the Consultant; (b) was in the possession of the Consultant without confidentiality restrictions at the time of disclosure; (c) was generated independently by Consultant from sources other than the Confidential Information without violating any obligations of this Agreement; or (d) was disclosed to Consultant by a third party free of any obligation of confidentiality.

3. Conferences, Visits to Site, Inspection of Work.

A representative of the County shall have the privilege of inspecting and reviewing the work being done by the Consultant and consulting with its staff at any time during normal business hours. Conferences are to be held at the request of the County or the Consultant.

4. Accuracy of Work. The Consultant shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections resulting from negligent errors and omissions on the part of the Consultant without additional compensation. Acceptance of the work by the County will not relieve the Consultant of the responsibility for subsequent correction of any such errors and the clarification of any ambiguities during construction. The Consultant shall give prompt attention to these revisions or corrections so there will be a minimum of delay to the project or to the contractor.

5. Relationship with Others. The Consultant shall cooperate fully with consultants on adjacent projects, municipalities, local government officials, public utility companies, and others as may be directed by the County. This shall include attendance at meetings, discussions and hearings, as may be requested by the County, furnishing plans and other data as may be requested from time to time by the County, and compliance with all directives issued by the County.

6. Ownership of Documents. Plans, electronic data, and maps and specifications which are specifically prepared under this Agreement shall be delivered to and become the property of the County upon termination or completion of work, and upon Consultant's receipt of final payment. Consultant shall retain the ownership and copyrights in its standard details, drawings, and specifications. Basic survey notes, design computations and other data prepared under this Agreement shall be made available to the County upon request. All such information produced under this Agreement shall be available for use by the County. If the County incorporates any portion of the work into a project other than that for which it was performed, the County shall defend, indemnify and save the Consultant harmless from any claims and liabilities resulting from such use, including legal fees and costs of defense.

7. Termination. Consultant or the County may terminate this Agreement by giving written notice to the other party. Termination of this Agreement shall not constitute a waiver of the rights or obligations which County or Consultant may be entitled to receive or be obligated to perform under this Agreement. Should this Agreement terminate, all books, brochures, flier, lists, and all other County materials must be delivered and returned by the Consultant to the County within fifteen (15) calendar days of the demand of the County.

If the Agreement is terminated due to the Consultant's service being deemed negligent, or if the Consultant fails to make satisfactory progress on the Work after receiving written notice to prosecute the work with due diligence, the County may procure completion of the work in such manner as it deems to be in the best interest of the County.

8. Successors and Assigns. The County and the Consultant each bind themselves, their successors, executors, administrators, and assigns to the other party to this Agreement, and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this Agreement.

9. Compliance with Laws. The Consultant shall keep itself fully informed of all existing and current regulations of the County, State, and Federal laws which in any way limit or control the actions or operations of those engaged upon the work, or affecting the materials supplied to or by the Consultant. It shall at all times observe and comply with all ordinance, laws, and regulations, and shall protect and indemnify the County against any claims or liability arising from or based on any violations of the same.

10. **Nondiscrimination.** The Consultant, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors. The Consultant will comply with Title VII of the Civil Rights Act of 1964, as amended. More specifically, the Consultant will comply with the regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation, as contained in 49 CFR 21 through Appendix H and 23 CFR 710.405(b), which are herein incorporated by reference and made a part of this agreement. In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified of the Consultant's obligations under this Agreement and the regulations relative to nondiscrimination on the grounds of color, race or national origin.

11. **Independent Contractor.** The Consultant shall work as an independent contractor and not as an employee of the County. The Consultant shall be subject to the direction of the County only as to the result to be accomplished and not as to the means and methods for accomplishing the result. The Consultant shall report all earnings received hereunder as gross income, and be responsible for its own Federal, State, and City withholding taxes and all other taxes, and operate its business independent of the business of the County except as required by this Agreement.

12. **Severability.** If any covenant or other provision of this Agreement is invalid, or incapable of being enforced, by reasons of any rule of law or public policy, all other conditions and provision of this Agreement shall nevertheless remain in full force and effect and no covenant or provision shall be deemed dependent upon any other covenant or provision unless as expressed herein.

13. **Incorporation.** This Agreement along with the Consultant's proposal, fee, and schedule breakdown incorporates the entire understanding and agreement of the parties.

14. **Decisions under this Agreement.** The County will determine the acceptability of work performed under this Agreement, and will decide all questions which may arise concerning the project.

15. **Safety Requirements.** Consultant shall make every reasonable effort to perform the Services in a manner complying with all applicable safety legislation and with applicable environmental laws, rules, and regulation in force at the time of development of designs. Consultant shall also be responsible for the safety of its own employees at all times during the performance of any Request for Services.

16. **Dispute Resolution.** If a dispute arises between Consultant and the County, the executives of the parties having authority to resolve the dispute shall meet within thirty (30) days of the notification of the dispute to resolve the dispute. If the dispute is not resolved within such thirty (30) day time period, the County and Consultant agree to submit to non-binding mediation prior to commencement of any litigation and that non-binding mediation is a precondition to any litigation. Any costs incurred directly for a mediator, shall be shared equally between the parties involved in the mediation.

17. **Limitation of Liability and Waiver of Certain Damages.** The County agrees, to the fullest extent of the law, to limit the liability of Consultant, its officers, directors, shareholders, employees, agents, subconsultants, affiliated companies, and any of them, to the County and any person or entity claiming by or through the County, for any and all claims, damages, liabilities, losses, costs, and expenses including reasonable attorneys' fees, experts' fees, or any other legal costs, in any way related to the Project from any cause(s) to an amount that shall not exceed the compensation received by Consultant under the agreement. The parties intend that this limitation of liability apply to any and all liability or cause of action, claim, theory of recovery, or remedy however alleged or arising, including but not limited to negligence, errors or omissions, strict liability, breach of contract or warranty, express, implied or equitable indemnity and all other claims, which except for the limitation of liability above, the County waives.

The County hereby releases Consultant, its officers, directors, shareholders, employees, agents, subconsultants, affiliated companies, and any of them, and none shall be liable to the County for consequential, special, exemplary, punitive, indirect or incidental losses or damages, including but not limited to loss of use, loss of product, cost of capital, loss of goodwill, lost revenues or loss of profit, interruption of business, down time costs, loss of data, cost of cover, or governmental penalties or fines.

ARTICLE XI - INSURANCE AND INDEMNIFICATION:

The County understands that it cannot be an insured on this coverage and that it is available only in a "claims made" form.

Consultant shall procure and maintain in effect throughout this duration of the contract insurance coverages not less than the types and amounts specified in this section. If due to the nature of the goods and/or services provided by the Consultant are such that it may be excluded from coverage listed below, an addendum shall be made to the contract requesting coverage and limits required.

All subcontractors of the Consultant are required to carry the same coverages and limits as the Consultant. All liability policies required, except Professional Liability as indicated above, are to be written on an "occurrence" basis unless an agreement, in writing is made with County.

1. Professional Liability

The Consultant Firm shall secure Professional Liability insurance coverage with limits of \$1,000,000 each claim/\$1,000,000 aggregate.

2. Commercial General Liability

Commercial General Liability Insurance: with limits of not less than \$1,000,000 per occurrence and \$2,000,000 Annual Aggregate (both General and Products-Completed Operations). General Aggregate shall be on a "per project" basis where more than one project is to be performed by the contractor under this contract. Policy shall include Severability of Interests coverage applying to Additional Insured and also include Contractual Liability with no limitation endorsements. Policy shall include \$100,000 limit each occurrence for Damage Rented Premises, \$1,000,000 limit each occurrence for Personal & Advertising injury liability, \$5,000 Medical Expense (any one person), and Employee Benefits Liability coverage with a \$1,000,000 limit.

3. Commercial Automobile Liability

Commercial Automobile Liability Insurance: with a limit not less than \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage Limit (each accident), covering owned, hired, borrowed, and non owned vehicles. Coverage shall be provided on "any auto" basis and be on a Commercial Business Auto form, or acceptable equivalent, and will protect against claims arising out of the operations of motor vehicles in connection with this contract.

4. Workers Compensation and Employers Liability Coverage

Consultant shall provide coverage for Workers Compensation and Employers Liability for all claims by employees of the contractor or by anyone for whose acts it may be liable under the statutes of the State of Missouri with limits of:

-Workers Compensations	Statutory
-Employers Liability	\$500,000 each accident
	\$500,000 Disease-each employee
	\$500,000 Disease-Policy limit

5. Excess/Umbrella Liability Coverage

Consultant shall provide Excess/Umbrella liability, on an occurrence basis, with \$10,000 Retention, to provide coverage limits over all liability coverage's listed above, at a limit not less than \$1,000,000 each occurrence and \$1,000,000 Aggregate.

6. Additional Insured & Certificate of Insurance

The Commercial General and Automobile Liability Insurance specified above shall provide that County and its agencies, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insured for the services performed under this contract.

A Certificate of Insurance shall be filed with the County's Department of Finance and Purchasing within ten (10) calendar days of the date when requested or before commencement of the work that are acceptable to the Director that the insurance requirements (a sample of an acceptable Certificate is attached) have been satisfied. The Certificate shall contain a provision that the policies may not be cancelled by the insurance carrier without thirty (30) days written notice of cancellation, ten (10) days for non-payment of premium, to County. In the case of multi-year, renewable, or extended term on the contract; Contractor must supply the Director with current Certificate(s) on any coverages mentioned above prior to the expiration date of coverage(s).

7. Qualifications of Insurance Carriers

All insurance coverage must be written by companies that have an A. M. Best rating of "B+V" or better or equivalent Lloyd's of London rating, and are approved by the State of Missouri to do business in Missouri.

8. Failure to Maintain Insurance Coverage

Regardless of any approval by the County, it is the responsibility of the Consultant to maintain the required insurance coverage in force at all times; its failure to do so will not relieve it of any contractual obligation or responsibility. In the event of Consultant's failure to maintain the required insurance in effect, County may order Consultant to stop work immediately and, upon ten (10) days' notice and an opportunity to cure, may pursue its remedies for breach of this contract as provided for herein and by law.

9. Indemnification

The Consultant agrees to indemnify and save harmless the County, against all direct damages to property, structures and utilities, personal injury, including accidental death, to the extent caused by the Consultant's negligent or willful

acts or the negligent acts of the Consultant's subcontractors, agents, or employees, in the performance of work under this Agreement.

ARTICLE XII - PAYMENTS TO THE CONSULTANT:

For the services performed by Consultant under this Agreement and as full compensation therefore, and for all expenditures made and all expenses incurred by Consultant in connection with this Agreement, except as otherwise expressly provided herein, subject to conformance with all provisions of this Agreement, County will pay Consultant as follows:

1. County will pay a fixed fee of \$285,000 (Phases I and II) as compensation for Consultant's services and expenses as set forth in the Consultant's attached Fee Schedule (Exhibit B).
2. Payments for services shall be made monthly, based on percentage of total work completed that month. The Consultant will present an invoice to the County at the end of each month. Said invoice shall be approved by the County's Deputy Chief Operating Officer who will recommend payment to Consultant. The County Deputy Chief Operating Officer will approve said invoices within five (5) business days of receipt of Consultant's invoice. If the County Deputy Chief Operating Officer fails to make his recommendation within said time, the invoice will be considered approved. Upon the approval of the Deputy Chief Operating Officer, County will pay Consultant within thirty (30) days.

ARTICLE XIII – ENCLOSURES & ATTACHMENTS

Scope of Services (Exhibit A)
Fee (Exhibit B)
Project Schedule (Exhibit C)

IN WITNESS WHEREOF, Jackson County, Missouri, has caused these presents to be executed in its behalf by its duly authorized agent; and the Consultant has hereunto set it hand and seal.

Approved by:



Frank White, Jr.
County Executive

Approved to form this 23rd day of April, 2018.

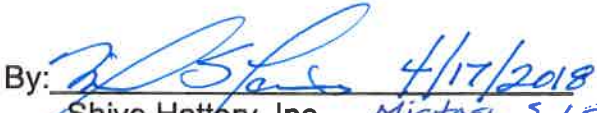


County Counselor

ATTEST:



Clerk of the County Legislature


By:  4/17/2018
Shive Hattery, Inc. MICHAEL S. LEWIS, INSTITUTIONAL TEAM LEADER
Tax ID # 42-0870172

REVENUE CERTIFICATE

I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this Agreement is chargeable, and a cash balance otherwise unencumbered in the treasury from which payment is to be made, each sufficient to meet the obligation of \$285,000, which is hereby authorized.

4/23/18

Date



Chief Administrative Officer

FMS Agreement Number 51012018005

Account Code 001 - 5101 - 56790 = \$210,900
 002 5102 56790 = \$37,050
 008 5108 56790 = \$37,050

27 February 2018 (3 April 2018 – Amended)

Office of Jackson County Purchasing Department
Jackson County Courthouse
415 East 12th Street
Kansas City, MO 64106

Re: Section 5 - RFQ No. 94-17 – Feasibility and Master Plan effort for the Jackson County, Missouri Criminal Justice System

5.0 SCOPE OF SERVICES

5.1 Phased Three-Part Scope with Two Notice to Proceeds:

- 5.1.1 Phase I and Phase II under Notice to Proceed 1.
- 5.1.2 Phase III under Notice to Proceed 2.

5.2 Phase I: Data Collection and Systemic Analysis of the Criminal Justice System

- Urban** 5.2.1 Phase I will result in the shared understanding of the current state of the Criminal Justice System of Jackson County. This analysis, while at a high level, will assist with progressive phases within the various focus areas and answer the questions related to functional relationships and needed improvements.
- Urban / S-H** 5.2.2 Analyze the collected data concerning the state, function and need of the current system by way of, but not limited to, performing interviews (*when appropriate to arrive at a common understanding of the data and conditions*), collection and analyzing data and holding policy discussions and prepare for data application in the Feasibility Phase.
Comment: Utilizing owner collected data with interviews held as needed on a monthly basis, as requested, over a three month period.

5.3 Phase I Scope:

- MM (Staffing Assessment)** 5.3.1. Understanding the Operational Procedures of the Criminal Justice System related to:
- MM** 5.3.1.1 Inmate Management, *assessment will look at management groups:*
- 5.3.1.1.1 Work Release
 - 5.3.1.1.2 Weekenders
 - 5.3.1.1.3 Inmate Trustees
 - 5.3.1.1.4 *General and Administrative populations*
- FTW** 5.3.1.5 *(Overview)* of possible alternatives to incarceration
- Falcon** 5.3.1.6 Infirmary, medical and mental health in the jail
- FTW** 5.3.1.7 Jail programs to reduce recidivism – with focus on reentry Opportunities
- HDR (Assisted by S-H)** 5.3.1.8 Interaction with County Court Facilities
- S-H (Assisted by HDR)** 5.3.1.9 Interaction with State prisons



S-H (Assisted by Team)

5.3.1.10 Hold Interviews:

- 5.3.1.10.1 DOC Staff
- 5.3.1.10.2 Prosecutors
- 5.3.1.10.3 Judges
- 5.3.1.10.4 Key Stakeholders
- 5.3.1.10.5 Community Engagement
- 5.3.1.10.6 Public Defender
- 5.3.1.10.7 Probate and Parole
- 5.3.1.10.8 Sheriff
- 5.3.1.10.9 Law Enforcement Agencies
- 5.3.1.10.10 Crisis Intervention Center
- 5.3.1.10.11 Mental Health Foundation

**S-H (Assisted by MM & HDR)
HDR / S-H**

5.3.1.11 Collect and analyze offender profile information

5.3.1.11.1 Formulate projections from data (*utilizing JMS data, and consultant team member expertise to formulate the profile direction.*)

- 5.3.1.11.1.1 Historical patterns in crime rates
- 5.3.1.11.1.2 Local jurisdictions' arrest records and arrest rates, admissions, bookings, and releases
- 5.3.1.11.1.3 Length of stay
- 5.3.1.11.1.4 Use of alternative placement, diversion, and recidivism rates
- 5.3.1.11.1.5 Any additional information which affects the jail population and can assist in profiling it to establish its criminal, adjudication, behavioral, social and demographic characteristics

HDR/FTW:

5.3.1.12 Review of data of characteristics of the offender population, considering; list of currently available system detention and program resources, overview of the impact of correctional policies and practices on the offender population, the workload involved in this process, system capacity needs, and recidivism.

Urban/FTW:

5.3.1.13 Assess the local justice system process, from arrest to sentencing, placements, and aftercare. Identify system inefficiencies, redundancies, and gaps to indicate streamlining opportunities.

Urban/FTW/S-H:

5.3.1.15 The Justice System Analysis *shall provide recommendations, where possible, for the following outcomes:*

- 5.3.1.15.1 Ensure transparency and continuum are in place such that implementation of recommendations and systems responses of this nature are based on the needs of protecting the public, the appropriate care of inmates and those incarcerated in the system, and reduce recidivism not merely based on what is currently available.
- 5.3.1.15.2 Develop offender management and strategy that expedites adjudication.
- 5.3.1.15.3 Reduce system delays, redundancies, and inefficiencies which impact court calendars, system

workload, bed needs, probation supervision, and community placement resources.

- 5.3.1.15.4 Develop an ongoing data collection process to inform and guide future policy and funding decisions.

5.4 Phase II: Feasibility: Applying Criminal Justice System data Analysis to indicate long-term solution.

- S-H/HDR** 5.4.1 The intent of Phase II is to result in a recommendation strategy, utilizing collected data and industry standards, by which to program long term solutions.
- S-H/HDR** 5.4.2 Apply the data analysis and answer questions of feasibility to satisfy indicated need. Discover and deduce how the current system can improve to inform either the reprogramming of the existing facility or programming a new facility.
- S-H/HDR** 5.4.3 These answers should indicate one of the following:
- 5.4.3.1 The clear and present need to build a new system of rehabilitate the existing. *Comment: Comparative cost analysis based on industry standards for the specific market will be provided for existing conditions and new considerations. Industry Cost-Benefit (reasoning) will be done at a high level to support feasibility recommendations. Detailed Cost-Benefit may not be possible without a detailed supportive data analysis.*
- 5.4.3.2 A range of findings indicative of pros and cons to either building a new or extending existing, thus requiring benefit-cost reasoning (on a cost per day basis) in order to reach a decision on how to proceed in Phase III.
- 5.4.3.3 *To the extent possible*, evidence that internal restructuring endeavors can allow for the revised function and preservation of the existing facility.

5.5 Phase II Scope:

- All** 5.5.1 Formulate a system mission statement to clarify purpose, goals, and objectives of the jurisdiction.
- MM/HDR** 5.5.2 Outline the first cost estimate checkpoints (*industry benchmarks*) for optimization of operations and staffing needs and formulate an implementation strategy and timeline, accounting for the prospect of this occurring in either the existing facility or in a new facility.
- S-H** 5.5.3 *Utilizing previous Facility Assessment Report*, perform an analysis of the ability of existing facilities.
- S-H /HDR** 5.5.4 Consider cost per day to run existing facility vs new facility. *Including,*
- 5.5.5 *Transportation Cost Analysis (if applicable to options being considered).*
- S-H /HDR** 5.5.6 Concerning the Offender Population, *provide recommendations for the* implementation of adjustments to policies and resources necessary to reduce recidivism and optimize system effectiveness. At a high level we will provide optimization recommendations in order to translate a more effective use and function of the existing facility or inform programming of a new facility. Update projections for facilities needs in and out of custody programming, community placement and aftercare, and other system needs.
- FTW** 5.5.7 Evaluate alternatives to current housing options *excluding* costs of alternatives.
- Falcon** 5.5.8 Consider implementing a "Treatment Center" on existing of new site in order to reduce incarceration. *(Involvement is limited to recommendations on best practice*

outcomes for a Treatment Center).

5.5.8.1 Understand what needs are for Mental and Medical Healthcare Services.

5.5.8.3 - *This has been moved to Phase III, assessment outlining basic concepts.*

FTW / Falcon

5.5.8.4 Placing people in less costly program.

FTW / Falcon

5.5.9 Identify various system inefficiencies, redundancies, and gaps to indicate streamlining opportunities that would be affected positively through consideration of spatial changes as opposed to strictly operational changes.

S-H / HDR

5.5.10 It is anticipated that this Team will use their expertise to investigate all aspects of the jurisdiction's criminal justice system based on data received input provided throughout the course of this assessment to provide a comprehensive recommendation:

5.5.10.1 Evaluating the system

5.5.10.2 Recommending improvements and changes to the system to better manage the jail population and court system both through incarceration services and alternative programs to better care for inmates and protect County personnel and interests.

S-H/HDR

5.5.11 Make recommendations regarding facilities (**Part of Phase III**)

5.5.11.1 Need of new facilities

5.5.11.2 Need of modified facilities

5.5.11.3 *Based on Industry standards:* New or existing locations, square footage needs, proximities, logistics, etc. for both the jail and the court, etc., in order to provide appropriately for the needs of offenders such that recommendations made by this assessment can be properly administered, and were developed based on the findings therein.

S-H/HDR

5.5.12 General Analysis of the following and how optimization of these items will impact the existing facility and the consideration of a new facility:

5.5.12.1 **Offender population management (primary focus)**

5.5.12.2 **Alternatives to incarceration (primary focus)**

5.5.12.3 Jail facilities needs and services

5.5.12.4 Mental health court (*part of courts*)

5.5.12.5 Drug court (*part of courts*)

5.5.12.6 **Medical care (primary focus)**

5.5.12.7 **Mental health care (in facility and aftercare) (primary focus)**

5.5.12.8 Housing out vs building new

5.5.12.9 Parole and probation

5.5.12.10 Tether and work release

5.5.12.11 Appropriateness of support facilities

5.5.12.12 Sentencing practices

5.5.12.13 Community relations

5.5.12.14 Prosecuting Attorney staffing

5.5.12.15 **Health staffing (primary focus)**

5.5.12.16 **Mental Health staffing (primary focus)**

- 5.5.12.16.1 **Staffing of other relevant departments and divisions (*primary focus*)**
- 5.5.12.17 **Police agency interaction (*primary focus*)**
- 5.5.12.18 Best practices relocation of programs
- 5.5.12.19 Adequacy of current facilities: jail, courts, services provided in the jail
- 5.5.12.20 Jail forecast
- 5.5.12.21 Population management plan
- 5.5.12.22 **Interaction between the court and the jail (*primary focus*)**
- 5.5.12.23 Services and needs of female inmates

Per request, our team's primary focus/recommendations will be in 5.5.12.1, 5.5.12.2, 5.5.12.6, 5.5.12.7, 5.5.12.15, 5.5.12.16, 5.5.12.17 and 5.5.12.22 areas. Secondary recommendations, of the other items 5.5.12.3 through 5.5.12.23 will be provided, based on inmate profile group assessment wherever possible.

Fundamentally, our Team will work to identify, assess, and document existing facility conditions and constraints that may negatively impact effective operations and proper management and care of inmates in the JCDC. We will work with DOC staff to explore opportunities for facility and operational improvements that will, in the short term, begin to address issues raised in the CRA Assessment. This analysis will also be the basis for evaluation of the JCDC for reuse to meet future inmate needs.

5.6 Phase III: Master Plan Initiative: Selecting a Decision for Long Term

- S-H/HDR** **5.6.1** Phase II will initiate implementation of the selection of one of two master plan solutions.
 - 5.6.1.1 A plan to institute the restoration, fortification, enhancement, and/or a partial demolition and reconstruction at the existing facility complex at its current location to meet evident needs, achieve long term accreditation and extend its lifetime through an additional 30-50 year period.
 - 5.6.1.2 Usher in the plan to pursue locating, designing, and construction a new facility complex.

5.6 Phase III Scope:

- S-H/HDR** **5.7.1** Provide assistance communications and implementing recommendations based on the feasibility study findings. Conduct assessments in a transparent manner with the appropriate considerations of such entities not to be limited to the members of the Jail Task Force and the public, providing clarity and understanding of the issues. Our strategic communication component for this project will be straight-forward and consistent to support the county communication objectives. By assisting with strategic communications we will establish the need and breath of the communications program, as well as provide tactical recommendations that will support the overall work of the team.

We will seek public input during the assessment process, if and when appropriate, by utilizing a method or methods to encourage community involvement and input. Seek public, task force and subject matter input in developing potential solutions for inmate management, service delivery and the facility needs of the jail, law enforcement and the courts.

- S-H/HDR** **5.7.2** For either option in the Master Plan Initiative, the following scope information will be necessary in order to promote accurate spatial sizing and address spatial function needs projections (*Using Industry Standard programming for final “right-sized” solution*):
- S-H/HDR** **5.7.2.1** Inmate capacity projections
5.7.2.2 Inmate capacity Housing, Kitchen, Laundry and Infirmary Needs
- Mark Martin**
S-H/HDR **5.7.2.3** Staffing Projections
HDR / FTW **5.7.2.4** County Jail and co-joined Criminal Court space needs
5.7.2.5 Choice to implement a Treatment Center (*Benchmark programming detailed program would be future work when implemented.*)
- 5.7.2.5.1 (Added from 5.5.8.3) Initial understanding of whether this can occur at current complex or if a new facility must be possible in order to achieve this: consider projected necessary number of beds and space needed for programming these services and housing equipment.
5.7.2.5.1.1 Mental health support
5.7.2.5.1.2 Detox space
5.7.2.5.1.3 Drug treatment space
- S-H** **5.7.2.6** Hold stakeholder interviews to understand spatial needs:
- 5.7.2.6.1 Jail Administration
 - 5.7.2.6.2 Inmate Programs
 - 5.7.2.6.3 Commissary
 - 5.7.2.6.4 Intake/Booking
 - 5.7.2.6.5 Transfer/Transport
 - 5.7.2.6.6 Public Visitation
 - 5.7.2.6.7 **Attorney Visitation**
 - 5.7.2.6.8 Kitchen/Laundry
 - 5.7.2.6.9 Warehousing
 - 5.7.2.6.10 Maintenance
 - 5.7.2.6.11 Information Technology
 - 5.7.2.6.12 Safety and Security
 - 5.7.2.6.13 **Prosecutor**
 - 5.7.2.6.14 **Courts/Judges**
 - 5.7.2.6.15 **Sheriff**
 - 5.7.2.6.16 Kansas City, Missouri Police Department
- S-H/HDR** **5.7.3** **For the New Build Alternative:**
- S-H** **5.7.3.1** Evaluate potential jail site options:
5.7.3.1 Site Access
5.7.3.2 Utilities/Infrastructure
5.7.3.3 *Adequate Area/Location/Adjacencies*
- S-H / HDR** **5.7.3.2** Creation of space programming and planning for the square footage needs of facility inhabitants and stakeholder factions: (*Industry Standard programming for final “right-sized” solution*).

5.7.3.2.2 Conceptual Design Images (to represent flow and function visuals) **Block diagrams**

5.7.3.2.3 Site Plans **Block diagrams**

5.7.3.2.4 Concept Plans – **Illustrating Housing Unit configuration options**

5.7.3.2.5 Exterior Elevations or Imaging **using Industry Standards**

- | | | |
|------------------|--------------|---|
| S-H / HDR | 5.7.4 | Create cost summary overview with cost estimations |
| S-H / HDR | 5.7.5 | Facilitate discussion/consideration of construction delivery method |
| S-H / HDR | 5.7.6 | As a part of our communications assistance in Public Education and Information program to provide transparency, we will provide collateral material, and participate with town-hall presentations for the public. |
| S-H / HDR | 5.7.7 | Presentation Materials and Deliverables: We will provide hardbound copies and electronic formats summarizing narratives, concepts, and diagrams indicative of the master plan phases. |

Overview of, projection of capacity and square foot needs - Jail & Treatment Center

Based on recommendations from the consultant team, we will prepare capacity projections and facility square foot needs for treatment center and jail needs. The square foot projections will be based on industry standards and will consider key operational concepts including:

- Housing Density - Inmate to staff ratios
- Preferred & Appropriate Supervision Modes - Supervision modes may include intermittent supervision, indirect (pod-remote) supervision, and/or direct supervision
- Housing Types - Dormitories, multiple-occupancy cells, and single-occupancy cells
- Visitation - Review advantages of video visitation to reduce staffing requirements
- Movement to Court - Review advantages of video arraignment and video court hearing appearances
- Location of Program Spaces - Review location of programming and exercise spaces to locate them at housing areas to minimize inmate movement and improve staff efficiency

Overview of Master Planning Option Development and Evaluation

Working with the County leadership and key stakeholders, we will develop a series of options with the pros and cons of each identified. Each option or concept will be assessed relative to capital cost/benefit analysis, staffing cost/benefit analysis, phasing, schedule, and mission statement. Reuse of the existing jail will be analyzed.

Site test fits for each option will be prepared for each option by HDR to understand how the site and building can be developed. Key considerations to be evaluated include site access, stacking (if necessary), adjacencies, and future growth/expansion.

For each option, the consultant will develop the following for the County's review:

- Test fits and preliminary design concepts
 - Phasing approaches (if necessary)
 - Capital cost estimates
 - Preliminary staffing estimates
 - A review of the option's ability to meet project goals
 - A review of the option's ability to improve efficiencies
 - A review of the option's ability to meet long-term needs
-

Jackson County, Missouri
 Systemic Study and Master Plan

04/05/18

	FIRM	Estimated Fee (based on SOW, Section 5)	Role (Scope - in accordance with Section 5)	FEE Percentage (%)	M/W/VBE
Phase I & II	Shive-Hattery (Lead)	\$ 60,000	Project Lead (PM)/Implementation Strategy (Planning)	15.00%	n/a
	HDR	\$ 40,000	Capacity Projections & Master Planning / Communications Support	10.00%	n/a
	Urban Institute	\$ 80,000	Assessment & System Analysis	20.00%	n/a
	Falcon Inc.	\$ 35,000	Medical/Mental Health	8.75%	MBE
	Further the Work	\$ 35,000	Alternative Programs	8.75%	WBE
	MJM Consulting	\$ 35,000	Staffing Plan	8.75%	n/a
	Fee for Phase I & II:	\$ 285,000		71.25%	17.50%
Phase III	Shive-Hattery (Lead)	\$ 55,000	Project Lead (PM)/Master Planning, Site, & Cost Benefit Analysis (Strategy)	13.75%	n/a
	HDR	\$ 40,000	Programming / Planning / Concept Design / Communications Support	10.00%	n/a
	Urban Institute	\$ 7,000	Assessment & System Analysis	1.75%	n/a
	Falcon Inc.	\$ 6,000	Medical/Mental Health	1.50%	MBE
	Further the Work	\$ 2,000	Alternative Programs	0.50%	WBE
	MJM Consulting	\$ 5,000	Staffing Plan	1.25%	n/a
	Thompkins	\$ -	N/A (TBD)	0.00%	VBE
	Fee for Phase III:	\$ 115,000		28.75%	2.00%
Fee Total Phase I, II & III		\$ 400,000		100.00%	19.50%

27 February 2018 (6 April 2018 – Amended)

Office of Jackson County Purchasing Department
Jackson County Courthouse
415 East 12th Street
Kansas City, MO 64106

Re: Section 4 - RFQ No. 94-17 – Feasibility and Master Plan effort for the Jackson County, Missouri Criminal Justice System

4.0 MILESTONE ANTICIPATED SCHEDULE – Revised (4/6/18)

Contract Negotiations	February 27, 2018 to April, 10, 2018 (estimated)
Award Process	Targeted: February 28, 2018
Notice to Proceed 1 (Phase I & II)	April 9, 2018
Activity – Task Force Chair Meeting	(April 10, 2018)
Activity – Monthly Progress Updates	(TDB – Targeted: May 7 th , June 11 th , and July 16, 2018)
Activity – Team Work Session	(Targeted: May 2- 3, 2018)
Activity – Team Work Session	(Targeted: July 11-12, 2018)
Phase I/II Results	August 6, 2018
Notice to Proceed 2 (Phase III)	August 20, 2018
Activity – Bi-monthly Progress Updates	(TDB – Targeted: Sept 10 th , and September 24, 2018)
Phase III Results	October 15, 2018
Final Documentation	October 29, 2018

