

AGREEMENT

BETWEEN THE COUNTY OF SAN MATEO AND LIEBERT & ASSOCIATES

THIS AGREEMENT, entered into this ____ day of _____, 2009, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and LIEBERT & ASSOCIATES, hereinafter called "Contractor";

WITNESSETH:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of providing services of a Functional Program Consultant to assist the Sheriff's Office Jail Planning Unit with pre-architect planning.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. EXHIBITS AND ATTACHMENTS

The following exhibits and attachments are included hereto and incorporated by reference herein:

Exhibit A - Services
Exhibit B - Payments and rates
Attachment I - §504 Compliance

2. SERVICES TO BE PERFORMED BY CONTRACTOR

In consideration of the payments set forth herein and in Exhibit "B," Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Exhibit "A."

3. PAYMENTS

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed **ONE HUNDRED THIRTY-EIGHT THOUSAND NINE HUNDRED DOLLARS AND NO CENTS (\$138,900.00)**.

4. TERM AND TERMINATION

Subject to compliance with all terms and conditions, the term of this Agreement shall be from **JANUARY 1, 2009** through **DECEMBER 31, 2009**.

This Agreement may be terminated by Contractor, the Sheriff or his/her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. Upon termination, the Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

5. AVAILABILITY OF FUNDS

The County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon unavailability of Federal, State, or County funds, by providing written notice to Contractor as soon as is reasonably possible after the County learns of said unavailability of outside funding.

6. RELATIONSHIP OF PARTIES

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent Contractor and not as an employee of the County and that Contractor acquires none of the rights, privileges, powers, or advantages of County employees.

7. HOLD HARMLESS

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

8. ASSIGNABILITY AND SUBCONTRACTING

Contractor shall not assign this Agreement or any portion thereof to a third party or subcontract with a third party to provide services required by contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without the County's prior written consent shall give County the right to automatically and immediately terminate this Agreement.

9. INSURANCE

The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. The Contractor shall furnish the County with

certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the County of any pending change in the limits of liability or of any cancellation or modification of the policy.

- A. Worker's Compensation and Employer's Liability Insurance The Contractor shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.
- B. Liability Insurance The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from contractors operations under this Agreement, whether such operations be by himself/herself or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified below.

Such insurance shall include:

- 1) General Liability \$1,000,000
- 2) Excessive/Umbrella Liability Insurance \$1,000,000

County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to the County, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the County of San Mateo at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

10. COMPLIANCE WITH LAWS; PAYMENT OF PERMITS/LICENSES

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment "I," which prohibits discrimination on the basis of handicap in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations.

Further, Contractor certifies that the Contractor and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware.

In the event of a conflict between the terms of this agreement and State, Federal, County, or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

11. NON-DISCRIMINATION AND OTHER REQUIREMENTS

- A. *Section 504 applies only to Contractor who are providing services to members of the public.* Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.
- B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.
- C. *Equal employment opportunity.* Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County of San Mateo upon request.
- D. *Violation of Non-discrimination provisions.* Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to:
 - i) termination of this Agreement;
 - ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
 - iii) liquidated damages of \$2,500 per violation;
 - iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this section, the County Manager shall have the authority to examine Contractor's employment records with respect to compliance with this paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of

their response to the Complaint when filed.

- E. *Compliance with Equal Benefits Ordinance.* With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.
- F. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

12. COMPLIANCE WITH CONTRACTOR EMPLOYEE JURY SERVICE ORDINANCE

Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employees' regular pay the fees received for jury service.

13. RETENTION OF RECORDS, RIGHT TO MONITOR AND AUDIT

- A. Contractor shall maintain all required records for three (3) years after the County makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the County, a Federal grantor agency, and the State of California.
- B. Reporting and Record Keeping: Contractor shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State and local agencies, and as required by the County.
- C. Contractor agrees to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

14. MERGER CLAUSE

This Agreement, including the Exhibits attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement or specification set forth in this body of the agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this agreement, the provisions of this body of the agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties.

15. CONTROLLING LAW AND VENUE

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or the United States District Court for the Northern District of California.

16. NOTICES

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when both (1) transmitted via facsimile to the telephone number listed below and (2) either deposited in the United States mail, postage prepaid, or when deposited for overnight delivery with an established overnight courier that provides a tracking number showing confirmation of receipt for transmittal, charges prepaid, addressed to:

IN THE CASE OF CONTRACTOR, TO:

Liebert & Associates
Dennis R. Leibert
4184 19th Street
Boulder, CO 80304

IN THE CASE OF COUNTY, TO:

San Mateo County Sheriff's Office
Attn: Sheriff
400 County Center
Redwood City, CA 94063

In the event that the facsimile transmission is not possible, notice shall be given both by United States mail and an overnight courier as outlined above.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

*A Political Sub-division of the
State of California*

By: _____
PRESIDENT, BOARD OF SUPERVISORS

Date: _____

ATTEST:

By: _____
CLERK OF SAID BOARD

LIEBERT & ASSOCIATES

By: _____
(SIGNATURE)

(PRINTED NAME)

Date: _____

Long Form Agreement/Non Business Associate v 8/19/08

EXHIBIT A SERVICES

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND LIEBERT & ASSOCIATES

In consideration of the payments set forth in Exhibit C, Contractor shall provide the following services:

1. INTRODUCTION.

Contractor will provide a Functional Program for a replacement jail facility, which will respond to the 2008 Needs Assessment Study completed by DMJM Design and Huskey Associates, by developing the proper space adjacencies to insure that the jail functions will be able to occur in the most staff efficient manner, while providing safety and security.

Contractor's approach to pre-architectural programming and jail design is an interactive process between the key County officials assigned to a jail planning team and the Contractor. Contractor has the knowledge of the process from past experience with other counties. Contractor will bring information to the meetings and facilitate discussion on the materials. Contract will then put into writing the concepts discussed. The final product will include a description of the functioning of each area and activity, the adjacencies of the spaces for efficient operation, equipment and furnishing needs. The staffing for the facility will be developed along with a projection of the operational costs. Site criteria will be developed and sites will be examined and compared to the site criteria. A conceptual site master plan will be developed for the selected site.

The completed Pre-architectural Program will serve as a road map for the architect. It will also serve as an evaluation tool for the owner to determine the appropriateness of the design.

2. DESCRIPTION OF SERVICES TO BE PROVIDED BY CONTRACTOR.

A. Task I: Review and Evaluate the Needs Assessment and Master Plan Study.

The current Needs Assessment Study will be reviewed with the Contractor and the Sheriff's Office Jail Planning Unit in order to understand any underlying assumptions that were made that lead to the space program developed in the report. The space program will need to be revisited throughout the functional programming process to insure that the right number and size spaces exist to meet the needs of the functional program. If necessary, the space program may be revisited.

B. Task II: Review Current Jail Facilities.

The present jail facilities will be reviewed from a physical plant and operational perspective. This is critical to understanding the relationship between the new Replacement Jail being planned and the existing facilities. Depending on the conditions and location of the new jail, some functions or services may be shared and may not need to be duplicated or they may need to be built new and existing space remodeled.

C. Task III: Jail Tours.

Prior to beginning the functional programming process, it is important for the participants on the planning team to understand not only the facilities they currently operate, but to see how other jurisdictions around the state and county are operating their jails. Therefore, it is important that the planning team, along with the Contractor,

tour other jails to gain insight on options that may want to be incorporated in the new San Mateo County Jail. The consultant, in conjunction with the Jail Planning Unit, will identify projects that are relevant to San Mateo County and set up tours. These tours will help the planning team and the Contractor gain insight in each other's philosophies and paradigms. It will be of great assistance during functional program for all team members to have seen the same projects and have a common point of reference.

D. Task IV: Mission Statement/Scenario and Functional Program Development.

The development of a mission statement and operational philosophy for the new jail is a critical early step that will drive the functional programming and future design of the project. Through a series of meetings with the Jail Planning Unit, the Sheriff's Office Executive Team, County Administration, elected officials, and the Criminal Justice Committee, the mission statement will be developed. The overall operational philosophy will be defined. Design impacts will be discussed. The mission statement will form the beginning of the Programming Document.

E. Task V: Functional Program Development.

Scenario Development is a user-oriented process for the identification of a sequence of activities related to the performance of a particular function or service in the new facility. All of the operational scenarios combine to make up the functional program. Through a series of approximately six onsite meetings between the Jail Planning Unit and Contractor, each function, program and service in the new jail will be discussed and the following items will be identified for each: the users, the sequence of activities, anticipated behaviors, equipment and furnishings, design criteria, policy decisions, and any variances.

A facility program outlines the functions of each critical area of the jail. This includes the following tasks:

- 1) Develop an operational philosophy for the new facility.
- 2) Identify the types of beds needed based on the needs assessment.
- 3) Develop operational scenarios for each function in the jail.

The following is a partial list of components and issues that will be discussed during the functional programming process:

- Housing unit classifications;
- Types and numbers of beds in each unit;
 - Single cells
 - Multiple occupancy cells
 - Dormitories
- Inmate supervision/housing unit design;
 - Direct supervision/podular
 - Indirect supervision/podular
 - Modified approach/podular/other
- Security perimeter
- Security materials and hardware
- Master Control
- Intake/Booking/Release
- Inmate Programs
- Visitation (video, contact, non-contact)
- Medical/Mental Health Services
- Support Services: Food Service, Laundry, Storage, Maintenance
- Administrative and Staff areas

F. Task VI: Develop Space Adjacencies and Review Space Program.

Adjacency diagrams will be developed for each functional area and for the overall facility to insure operational efficiency. The adjacencies will reflect the scenarios developed earlier in the process. The space adjacencies show the most functional and staff efficient relationships between areas within each functional area (i.e. housing, programs, booking, food services, etc.) and the relationship of each functional area to the others in the facility. These adjacencies will give the architect clear direction for design.

Though the space program has been previously developed (Master Plan), it must be reviewed in light of the design criteria and space adjacencies that were developed during the functional programming phase. The size of the spaces must be able to accommodate the equipment, furnishing and activities that have been identified for the individual spaces. Additional spaces may be required, or spaces maybe eliminated or modified based on the functional program.

G. Task VII: Preparation of a Preliminary Staffing Plan.

Staffing is primarily driven by four factors: operational philosophy, classification of the inmates, the number of inmates and design. Based on all of these factors and the scenarios developed along with the adjacencies, a preliminary staffing plan will be developed. However, the design of the facility could impact those numbers. Sight lines in the design could affect staffing levels as could the number of floors that are necessary due to sire constraints. Therefore, the staffing plan must be re-evaluated throughout the design process to ensure that the design is staff efficient and meets the intent of the functional program. A preliminary staffing plan will be developed based on the Staffing Analysis Workbook for Jails, co-authored by Dennis Liebert (Contractor).

H. Task VIII: Preparation of an Operational Budget Estimate.

At this stage, only a very preliminary budget can be prepared. Approximately 75% to 85% of the operational budget is staffing. Therefore, based on the preliminary staffing plan, a preliminary budget will be prepared by Contractor and reviewed with the planning team. Cost for utilities will vary based on the design and systems used.

I. Task IX: Site Criteria, Analysis and Selection.

Contractor will assist a site selection committee in the overall site selection process as follows: The first step in this process is to develop site criteria and weighting factors. Much of the criteria are gleaned from the development of the functional and space program. However, many other issues also impact the site criteria. The functional programming and the site criteria development process will overlap, however, it is important that the functional and space program be completed prior to settling on a site. Contract will assist in the development of the sire criteria and the evaluation instrument, help identify and rank potential sites.

There are three key factors in site selection based on criteria. They are:

- Size
- Location/Access
- Cost

Following is an outline of the relevant factor that need to be considered under each of these key factors.

- Size
 - Building Area/Ground Area – Not Same

- Expansion
- Parking
- Outdoor Spaces
- Support Elements

- Location/Access
 - Linkages
 - Surroundings
 - Accesses to the Site (law enforcement, medical, courts, public, supplies)
 - Existing Jail Sites
 - Technical Requirements

- Costs (Construction and Operations)
 - Acquisition/Condemnation
 - Demolition
 - Utilities
 - Site Preparation
 - Construction Impacts
 - Environmental Impact Studies
 - Lost Revenue
 - Inmate Transport for courts, medical, etc.

- Selection Process
 - Define Needs
 - Identify Potential Sites
 - Gather Information and Analyze
 - Set Selection Criteria
 - Evaluate/Select
 - Acquire Site
 - Develop a Site Master Plan

Once the criteria are in place, there are numerous ways to identify potential sites. The first is to identify existing sites owned by the County for evaluation. Secondly, advertise for sites stating basic criteria such as size and location.

Once a cadre of sites has been identified, a site selection matrix can be developed. In this manner each of the sites proposed can be evaluated in an objective manner. The issue, that will face the County, as with all jurisdictions, is that the site selection process can often be political. Therefore, the evaluation matrix can become a useful tool in comparing one site to another on an objective basis.

Once two or three sites emerge as the most advantageous, amore detailed analysis on the preferred site(s) can begin. This may include a preliminary environmental study, procuring borings, topographical and boundary surveys. These studies are not part of this contract and would be handled by the County.

J. Task X: Conceptual Site Master Plan/Concept Design and Elevation.

Contractor will assist the County by translating the Functional Program, Space Adjacencies and Space Program into a design concept, elevation and Site Master Plan Layout, including parking, circulation and security, on the chosen site. Options will be presented to County Administration, the Sheriff's Office, the Criminal Justice Committee, the Site Committee, and the user groups for input.

K. Task XI: Community Education.

Contractor will be available, during regularly scheduled onsite visits, to meet with community groups to gather input into the project and site selection issues and educate them on the jail planning process. Key tasks and steps include:

- Raising the Issue/Getting Started
- Building a Case for Support/Gathering Information and Documenting Need
- Seeking a Broader Audience/Developing a Campaign
- Developing Information Dissemination Strategies
- Determining Participation Strategies
- Making A Commitment

L. Task XII: Architectural Selection.

Contractor will assist County in the development of a Request for Proposal (RFP) for architectural selection for the design of a New Detention Facility based on the Pre-architectural Program. Contractor will participate in reviewing the responses to the RFP. Contractor will provide the County a sample scoring sheet for the proposals. Contractor will participate in the interviews of the short-listed architectural firms and will submit questions to the County for the interviews based on the individual proposals. Contractor will provide a sample scoring sheet to rate the interviewers.

M. Final Pre-architectural Program Report.

Upon the completion of the Functional Programming tasks, a final report will be submitted which will include:

- Mission Statement;
- Operational Scenarios for each function in the jail;
- A Space Program Review;
- Space Adjacency Diagrams for each Functional Area and for the Entire Facility;
- Preliminary Staffing Analysis;
- An Operational Cost Estimate;
- Site Selection Criteria; and
- A Recommendation on Site Selection.

3. ONSITE VISITS AND TASKS

Many of the tasks described above overlap. The planning process is not, by its nature, linear. During each onsite visit many tasks will be worked on simultaneously. For example, during the Functional Programming Phase, data will be collected, key policy makers will be interviewed, meetings with the jail planning team on jail functions will be held, and meetings will take place with a Site Committee and a Criminal Justice Committee. The development of site criteria and site selection will be an ongoing process. The total timeline to complete the planning process is approximately nine months. The biggest unknown in the process is the time it will take to select a site.

Up to nine major onsite trips, including a jail tour, are planned for Contractor Dennis Leibert,) and four trips are planned for Contractor Roger Lichtman. Onsite trips are defined as visits to the County and other jails/facilities that are taken in connection with completing the tasks outlined above.

- The first onsite trip will include a kick-off meeting with the Sheriff's Office Executive Team, Jail Planning Unit, and County Administration to get organized, tour the existing jail, discuss the scope of work and timetable and gather expectations from all involved. The current Needs Assessment Study and Master Plan will be reviewed.
- The second trip will be a jail tour.
- Trips three through nine will include functional programming, site criteria

development, site selection process and architectural selection (if the interviews can be accomplished during the planned onsite visits for functional programming). The space program will be reviewed and updated, if necessary, to reflect the functional program. A staffing plan and operational cost estimate will be developed.

- Community education will be on-going. Presentation to the Board of County Commissioners and/or other committees will be made during scheduled visits.
- Contractor Roger Lichtman will come onsite up to four times to develop the adjacency diagrams and the conceptual site master plan and assist with site selection as needed.

EXHIBIT B PAYMENT & RATES

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND LIEBERT & ASSOCIATES

In consideration of the services set forth in Exhibit A, County shall pay Contractor according to the following:

1. FEE SCHEDULE.

- A. Dennis R. Liebert, MA: \$187.50 / hour
- B. Roger Lichtman, AIA: \$187.50 / hour
- C. Estimated expenses per onsite trip (up to 13 consultant onsite trips):
 - Dennis R. Liebert, MA: \$1,400.00
 - Roger Lichtman, AIA: \$1,200.00
- D. Task/Fee/Expense Breakdown.

TASKS *	# onsite trips	# days onsite	# days offsite	Total Days	Total # Hours	Fees	Expenses	TOTAL
Work Plan/Kick-off Meeting/Current Jail Tour	2	6	2	8	64	\$12,000	\$2,600	\$14,600
Tour Jails	1	3	1	4	32	\$6,000	\$1,400	\$7,400
Functional Program	5	15	26	45	360	\$61,500	\$7,000	\$68,500
Op. Scenarios								
Adjacency Diagrams								
Staffing Plan								
Ops. Cost Impact								
Site Issues	2	6	5	11	88	\$16,500	\$2,800	\$19,300
Criteria								
Identification								
Evaluation								
Ops. Cost Impact								
Recommendation								
Architectural Selection Concept Diagrams/Site Master Plan	3	9	8	17	136	\$25,500	\$3,600	\$29,100
Total	13	39	42	85	680	\$127,500	\$17,400	\$138,900

* Tasks will be completed concurrently. Office expenses and overhead are included.

2. PAYMENT SCHEDULE.

- A. Contractor will submit monthly invoices detailing the amount of hours worked and number of onsite trips taken for that month.
- B. County will pay Contractor on a monthly basis. Payment will be based upon the percentage of work completed on the major tasks detailed in Section D. above.

ATTACHMENT I

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called the "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- a. Employs fewer than 15 persons.
- b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Name of 504 Person - Type or Print

Name of Contractor(s) - Type or Print

Street Address or P.O. Box

City, State, Zip Code

I certify that the above information is complete and correct to the best of my knowledge.

Signature

Title of Authorized Official

Date

*Exception: DHHS regulations state that:

"If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

COUNTY OF SAN MATEO CONTRACTOR'S DECLARATION FORM

I. CONTRACTOR INFORMATION

CONTRACTOR NAME: _____	PHONE: _____
CONTACT PERSON: _____	FAX: _____
ADDRESS: _____	

II. EQUAL BENEFITS (check one or more boxes)

Contractors with contracts in excess of \$5,000 must treat spouses and domestic partners equally as to employee benefits.

- Contractor complies with the County's Equal Benefits Ordinance by:
 - offering equal benefits to employees with spouses and employees with domestic partners.
 - offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- Contractor does not comply with the County's Equal Benefits Ordinance.
- Contractor is exempt from this requirement because:
 - Contractor has no employees, does not provide benefits to employees' spouses, or the contract is for less than \$5,000.
 - Contractor is a party to a collective bargaining agreement that began on _____ (date) and expires on _____ (date), and intends to offer equal benefits when said agreement expires.

III. NON-DISCRIMINATION (check appropriate box)

- Finding(s) of discrimination have been issued against Contractor within the past year by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. Please see attached sheet of paper explaining the outcome(s) or remedy for the discrimination.
- No finding of discrimination has been issued in the past year against the Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other entity.

IV. EMPLOYEE JURY SERVICE (check one or more boxes)

Contractors with original or amended contracts in excess of \$100,000 must have and adhere to a written policy that provides its employees living in San Mateo County up to five days regular pay for actual jury service in the County.

- Contractor complies with the County's Employee Jury Service Ordinance.
- Contractor does not comply with the County's Employee Jury Service Ordinance.
- Contractor is exempt from this requirement because:
 - the contract is for less than \$100,000
 - Contractor is a party to a collective bargaining agreement that began on _____ (date) and expires on _____ (date), and intends to comply when the collective bargaining agreement expires.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

SIGNATURE _____

PRINTED NAME _____

DATE _____

TITLE _____

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Please print or type	Name (See Specific Instructions on page 2.)	
	Business name, if different from above. (See Specific Instructions on page 2.)	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	

Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 2. Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.	List account number(s) here (optional)					
<table style="margin: auto;"> <tr> <td style="border: 1px solid black; padding: 2px;">Social security number</td> </tr> <tr> <td style="border: 1px solid black; text-align: center;"> + </td> </tr> <tr> <td style="padding: 5px 0;">or</td> </tr> <tr> <td style="border: 1px solid black; padding: 2px;">Employer identification number</td> </tr> <tr> <td style="border: 1px solid black; text-align: center;"> + </td> </tr> </table>	Social security number	+	or	Employer identification number	+	Part II For U.S. Payees Exempt From Backup Withholding (See the instructions on page 2.)
Social security number						
+						
or						
Employer identification number						
+						

Part III Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, **and**
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 2.)

Sign Here	Signature of U.S. person ▶	Date ▶
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Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

If you are a foreign person, use the appropriate Form W-8. See **Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Corporations.**

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

What is backup withholding? Persons making certain payments to you must withhold and pay to the IRS 31% of such payments under certain conditions. This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, payments you receive will not be subject to backup withholding. **Payments you receive will be subject to backup withholding if:**

- You do not furnish your TIN to the requester, or
- You do not certify your TIN when required (see the Part III instructions on page 2 for details), or
- The IRS tells the requester that you furnished an incorrect TIN, or
- The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

- You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Part II instructions and the separate **Instructions for the Requester of Form W-9.**

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.