

**MEMORANDUM OF UNDERSTANDING  
 BETWEEN THE COUNTY OF SACRAMENTO AND THE COUNTIES OF  
 CONTRA COSTA, EL DORADO, NEVADA, SOLANO, SUTTER, AND YOLO  
 RELATING TO COST-SHARE REIMBURSEMENT FOR CONSULTANT SERVICES**

**THIS MEMORANDUM OF UNDERSTANDING**, hereinafter referred to as "MOU," is made and entered into this 10<sup>th</sup> day of March, 2020 by and between the County of Sacramento and the Counties of Contra Costa, El Dorado, Nevada, Solano, Sutter, and Yolo.

**RECITALS**

**WHEREAS**, the County of Sacramento entered into a service agreement with CGL Companies, LLC, in the amount of \$603,895 for consultant services to determine feasibility of a regional mental health correctional facility during the term of January 1, 2020 through June 30, 2020 as authorized by Resolution No. 2019-084, included in Attachment 1; and

**WHEREAS**, the County of Sacramento is the project lead for the feasibility study being conducted in partnership with the Counties of Amador, Contra Costa, El Dorado, Nevada, Solano, Sutter, and Yolo; and

**WHEREAS**, the Counties of Contra Costa, El Dorado, Nevada, Solano, Sutter, and Yolo have agreed to contribute a share of costs for consultant services based generally on each counties' proportionate share of population; and

**WHEREAS, the parties hereto desire to enter into an MOU.**

**NOW THEREFORE** the parties hereto agree to the proportional cost-share amounts as set forth in the chart below. The counties of Contra Costa, El Dorado, Nevada, Solano, Sutter, Yolo, and Yuba further agree to send reimbursement to Sacramento County through mutually satisfactory methods of billing for consultant services provided by CGL Companies, LLC to determine the feasibility of a regional mental health correctional facility. Counties agree to reimbursement in the following amounts:

<b>COUNTY</b>	<b>COST-SHARE CONTRIBUTION</b>
Contra Costa	\$163,584.67
El Dorado	\$27,151.11
Nevada	\$13,997.29
Solano	\$62,455.55
Sutter	\$13,797.18
Yolo	\$31,500.56
Yuba	\$11,026.99

Sacramento County Cost-Share Contribution	
Sacramento	\$280,381.64
<b>Total Contract Cost</b>	<b>\$603,895</b>

**IN WITNESS WHEREOF**, the parties hereto have executed this Memorandum of Understanding.

**COUNTY OF SACRAMENTO**, a political subdivision of the State of California

By: Nandeep S. Gill  
(Signature)

Name: Nandeep S. Gill  
(Printed)

Title: County Executive

Date: 3/6/2020

MEMORANDUM OF UNDERSTANDING REVIEWED AND APPROVED BY COUNTY COUNSEL

By: [Signature] Date: 3-6-20  
County Counsel

ATTACHMENTS

Attachment 1 – CGL Contract Executed Board Material

**COUNTY OF CONTRA COSTA**, a political subdivision of the State of California

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Printed)

Title: \_\_\_\_\_

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

**COUNTY OF EL DORADO**, a political subdivision of the State of California

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Printed)

Title: \_\_\_\_\_

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

**COUNTY OF NEVADA**, a political subdivision of the State of California

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Printed)

Title: \_\_\_\_\_

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

**COUNTY OF SOLANO**, a political subdivision of the State of California

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Printed)

Title: \_\_\_\_\_

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

**COUNTY OF SUTTER**, a political subdivision of the State of California

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Printed)

Title: \_\_\_\_\_

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

**COUNTY OF YOLO**, a political subdivision of the State of California

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Printed)

Title: \_\_\_\_\_

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



**COUNTY OF YUBA**, a political subdivision of the State of California

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Printed)

Title: \_\_\_\_\_

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

**COUNTY OF SACRAMENTO**

**AGREEMENT FOR CONSULTANT SERVICES TO DETERMINE  
FEASIBILITY OF A REGIONAL MENTAL HEALTH  
CORRECTIONAL FACILITY**

THIS AGREEMENT is made and entered into as of this 1st day of January, 2020, by and between the COUNTY OF SACRAMENTO, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and CGL Companies, LLC, an internationally recognized correctional facility expert consulting firm authorized to do business in the State of California, hereinafter referred to as "CONSULTANT."

**RECITALS**

WHEREAS, Sacramento and other California Counties have experienced major changes in adult correctional facility populations since the enactment of Public Safety Realignment in 2011, including significant growth in need for services to severely mentally ill people housed in county operated correctional facilities for a large range of short to long-term stays in custody that are far greater than the one-year commitment terms they were built to accommodate;

WHEREAS, Sacramento, Amador, Contra Costa, El Dorado, Nevada, Solano, Sutter, Yolo and Yuba Counties have established a collaborative partnership to identify more cost-effective approaches for addressing mental health treatment needs in county operated correctional facilities;

WHEREAS, Sacramento County and the eight partnering counties need expert consultant services to determine the feasibility of a regional mental health correctional facility as a more cost-effective approach to meeting assessment, treatment, custodial, and other needs for inmates with moderate to serious mental health conditions who may be in a pre- and/or post-disposition phase of the criminal court process;

WHEREAS, Sacramento County is leading the project in coordination with partner counties and on January 8, 2019 released a Request for Proposals (RFP) for consultant services to determine feasibility of a regional mental health correctional facility;

WHEREAS, Sacramento County developed a rating tool, convened a rating committee with partner counties, and facilitated a comprehensive and competitive evaluation process to select the successful applicant and award funding for services under the terms of the RFP;

WHEREAS, CONSULTANT was the highest scoring respondent and demonstrated the competence and professional qualifications best meeting the needs identified in the RFP;

WHEREAS, the Office of the County Executive seeks to contract with the CONSULTANT, a successful applicant under the terms of the RFP;

WHEREAS, pursuant to Board Resolution No. \_\_\_\_\_, the Board of Supervisors has granted the County Executive or his designee the authority to enter into this contract, to enter into any amendments for non-monetary changes or cost decrease or to amend the contract for cost increase up ten percent (10%) of the contract value and to terminate the contract;

WHEREAS, COUNTY AND CONSULTANT desire to enter into this Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, COUNTY and CONSULTANT agree as follows:

**I. SCOPE OF SERVICES**

CONSULTANT shall provide services in the amount, type and manner described in Exhibit A, which is attached hereto and incorporated herein.

**II. TERM**

This Agreement shall be effective and commence as of the date first written above and shall end on June 30, 2020. The County Executive Officer, or designee, is authorized to extend the term, provided the services remaining to be completed are within the general scope of the project and total compensation does not exceed the Maximum Total Payment Amount.

**III. NOTICE**

Any notice, demand, request, consent, or approval that either party hereto may or is required to give the other pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by mail, addressed as follows:

TO COUNTY

Britt E. Ferguson  
County of Sacramento  
700 H Street, Suite 7650  
Sacramento, CA 95814

TO CONSULTANT

W. Robert Glass  
Executive Vice President  
CGL Companies, LLC  
2260 Del Paso, Suite 100  
Sacramento, CA 95834

Either party may change the address to which subsequent notice and/or other communications can be sent by giving written notice designating a change of address to the other party, which shall be effective upon receipt.

**IV. COMPLIANCE WITH LAWS**

CONSULTANT shall observe and comply with all applicable Federal, State, and County laws, regulations and ordinances.

**V. GOVERNING LAWS AND JURISDICTION**

This Agreement shall be deemed to have been executed and to be performed within the State of California and shall be construed and governed by the internal laws of the State of California. Any legal proceedings arising out of or relating to this Agreement shall be brought in Sacramento County, California.

**VI. LICENSES, PERMITS AND CONTRACTUAL GOOD STANDING**

- A. CONSULTANT shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, County of Sacramento and all other appropriate governmental agencies, including any certification and credentials required by COUNTY. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by COUNTY.
- B. CONSULTANT further certifies to COUNTY that it and its principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, State or county government contracts. CONSULTANT certifies that it shall not contract with a SubCONSULTANT that is so debarred or suspended.

**VII. PERFORMANCE STANDARDS**

CONSULTANT shall perform its services under this Agreement in accordance with the industry and/or professional standards applicable to CONSULTANT'S services.

**VIII. OWNERSHIP OF WORK PRODUCT**

All technical data, evaluations, plans, specifications, reports, documents, or other work products developed by CONSULTANT hereunder shall be the exclusive property of COUNTY and shall be delivered to COUNTY upon completion of the services authorized hereunder. CONSULTANT may retain copies thereof for its files and internal use. Publication of the information directly derived from work performed or data obtained in connection with services rendered under this Agreement must first be approved in writing by COUNTY. COUNTY recognizes that all technical data, evaluations, plans, specifications, reports, and other work products are instruments of CONSULTANT'S services and are not designed for use other than what is intended by this Agreement.

**IX. STATUS OF CONSULTANT**

- A. It is understood and agreed that CONSULTANT (including CONSULTANT'S employees) is an independent CONSULTANT and that no relationship of employer-employee exists between the parties hereto. CONSULTANT'S assigned personnel shall not be entitled to any benefits payable to employees of County. County is not required to make any deductions or withholdings from the compensation payable to CONSULTANT under the provisions of this agreement; and as an independent CONSULTANT, CONSULTANT hereby indemnifies and holds County harmless from any and all claims that may be made against County

based upon any contention by any third party that an employer-employee relationship exists by reason of this agreement.

- B. It is further understood and agreed by the parties hereto that CONSULTANT in the performance of its obligation hereunder is subject to the control or direction of County as to the designation of tasks to be performed, the results to be accomplished by the services hereunder agreed to be rendered and performed, and not the means, methods, or sequence used by CONSULTANT for accomplishing the results.
  - C. If, in the performance of this agreement, any third persons are employed by CONSULTANT, such person shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONSULTANT, and the County shall have no right or authority over such persons or the terms of such employment.
  - D. It is further understood and agreed that as an independent CONSULTANT and not an employee of County, neither the CONSULTANT nor CONSULTANT's assigned personnel shall have any entitlement as a County employee, right to act on behalf of County in any capacity whatsoever as agent, nor to bind County to any obligation whatsoever. CONSULTANT shall not be covered by worker's compensation; nor shall CONSULTANT be entitled to compensated sick leave, vacation leave, retirement entitlement, participation in group health, dental, life and other insurance programs, or entitled to other fringe benefits payable by the County to employees of the County.
  - E. It is further understood and agreed that CONSULTANT must issue W-2 and 941 Forms for income and employment tax purposes, for all of CONSULTANTs assigned personnel under the terms and conditions of this agreement.
- X. CONSULTANT IDENTIFICATION**  
CONSULTANT shall provide the COUNTY with the following information for the purpose of compliance with California Unemployment Insurance Code section 1088.8 and Sacramento County Code Chapter 2.160: CONSULTANT'S name, address, telephone number, social security number, and whether dependent health insurance coverage is available to CONSULTANT.
- XI. COMPLIANCE WITH CHILD, FAMILY AND SPOUSAL SUPPORT REPORTING OBLIGATIONS**
- A. CONSULTANT's failure to comply with state and federal child, family and spousal support reporting requirements regarding a CONSULTANT's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations shall constitute a default under this Agreement.

- B. CONSULTANT's failure to cure such default within 90 days of notice by COUNTY shall be grounds for termination of this Agreement.

**XII. BENEFITS WAIVER**

If CONSULTANT is unincorporated, CONSULTANT acknowledges and agrees that CONSULTANT is not entitled to receive the following benefits and/or compensation from COUNTY: medical, dental, vision and retirement benefits, life and disability insurance, sick leave, bereavement leave, jury duty leave, parental leave, or any other similar benefits or compensation otherwise provided to permanent civil service employees pursuant to the County Charter, the County Code, the Civil Service Rule, the Sacramento County Employees' Retirement System and/or any and all memoranda of understanding between COUNTY and its employee organizations. Should CONSULTANT or any employee or agent of CONSULTANT seek to obtain such benefits from COUNTY, CONSULTANT agrees to indemnify and hold harmless COUNTY from any and all claims that may be made against COUNTY for such benefits.

**XIII. RETIREMENT BENEFITS/STATUS**

CONSULTANT acknowledges and agrees that COUNTY has not made any representations regarding entitlement, eligibility for and/or right to receive ongoing Sacramento County Employee Retirement System (SCERS) retirement benefits during the term of this Agreement. By entering into this Agreement, CONSULTANT assumes sole and exclusive responsibility for any consequences, impacts or action relating to such retirement benefits that is or will be occasioned as a result of the services provided by CONSULTANT under this Agreement. CONSULTANT waives any rights to proceed against COUNTY should SCERS modify or terminate retirement benefits based on CONSULTANT's provision of services under this Agreement.

**XIV. CONFLICT OF INTEREST**

CONSULTANT and CONSULTANT's officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property or source of income which could be financially affected by or otherwise conflict in any manner or degree with the performance of services required under this Agreement.

**XV. LOBBYING AND UNION ORGANIZATION ACTIVITIES**

- A. CONSULTANT shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (31 U.S.C. § 1352) and any implementing regulations.
- B. If services under this Agreement are funded with state funds granted to COUNTY, CONSULTANT shall not utilize any such funds to assist, promote or deter union organization by employees performing work under this Agreement

and shall comply with the provisions of Government Code Sections 16645 through 16649.

**XVI. GOOD NEIGHBOR POLICY**

- A. CONSULTANT shall comply with COUNTY's Good Neighbor Policy. CONSULTANT shall establish good neighbor practices for its facilities that include, but are not limited to, the following:
1. Provision of parking adequate for the needs of its employees and service population;
  2. Provision of adequate waiting and visiting areas;
  3. Provision of adequate restroom facilities located inside the facility;
  4. Implementation of litter control services;
  5. Removal of graffiti within seventy-two hours;
  6. Provision for control of loitering and management of crowds;
  7. Maintenance of facility grounds, including landscaping, in a manner that is consistent with the neighborhood in which the facility is located;
  8. Participation in area crime prevention and nuisance abatement efforts; and
  9. Undertake such other good neighbor practices as determined appropriate by COUNTY, based on COUNTY's individualized assessment of CONSULTANT's facility, services and actual impacts on the neighborhood in which such facility is located.
- B. CONSULTANT shall identify, either by sign or other method as approved by the DIRECTOR, a named representative who shall be responsible for responding to any complaints relating to CONSULTANT's compliance with the required good neighbor practices specified in this Section. CONSULTANT shall post the name and telephone number of such contact person on the outside of the facility, unless otherwise advised by DIRECTOR.
- C. CONSULTANT shall comply with all applicable public nuisance ordinances.
- D. CONSULTANT shall establish an ongoing relationship with the surrounding businesses, law enforcement and neighborhood groups and shall be an active member of the neighborhood in which CONSULTANT's site is located.

- E. If COUNTY finds that CONSULTANT has failed to comply with the Good Neighbor Policy, COUNTY shall notify CONSULTANT in writing that corrective action must be taken by CONSULTANT within a specified time frame. If CONSULTANT fails to take such corrective action, COUNTY shall take such actions as are necessary to implement the necessary corrective action. COUNTY shall deduct any actual costs incurred by COUNTY when implementing such corrective action from any amounts payable to CONSULTANT under this Agreement.
- F. CONSULTANT's continued non-compliance with the Good Neighbor Policy shall be grounds for termination of this Agreement and may also result in ineligibility for additional or future contracts with COUNTY.

**XVII. NONDISCRIMINATION IN EMPLOYMENT, SERVICES, BENEFITS AND FACILITIES**

- A. CONSULTANT agrees and assures COUNTY that CONSULTANT and any subCONSULTANTS shall comply with all applicable federal, state, and local Anti-discrimination laws, regulations, and ordinances and to not unlawfully discriminate, harass, or allow harassment against any employee, applicant for employment, employee or agent of COUNTY, or recipient of services contemplated to be provided or provided under this Agreement, because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age (over 40), medical condition (including HIV and AIDS), or physical or mental disability. CONSULTANT shall ensure that the evaluation and treatment of its employees and applicants for employment, the treatment of COUNTY employees and agents, and recipients of services are free from such discrimination and harassment.
- B. CONSULTANT represents that it is in compliance with and agrees that it will continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), the Fair Employment and Housing Act (Government Code §§ 12900 et seq.), and regulations and guidelines issued pursuant thereto.
- C. CONSULTANT agrees to compile data, maintain records and submit reports to permit effective enforcement of all applicable antidiscrimination laws and this provision.
- D. CONSULTANT shall include this nondiscrimination provision in all subcontracts related to this Agreement.

**XVIII. INDEMNIFICATION**

To the fullest extent permitted by law, for work or services provided under this Agreement, CONSULTANT shall indemnify, defend, including with counsel reasonably acceptable to County, and hold harmless County, its governing Board, officers, directors, officials, employees, and authorized volunteers and



agents (individually an "Indemnified Party" and collectively "Indemnified Parties"), from and against any and all claims, demands, actions, losses, liabilities, damages, and all expenses and costs incidental thereto (collectively "Claims"), including cost of defense, settlement, arbitration, and reasonable attorneys' fees, resulting from injuries to or death of persons, including but not limited to employees of either party hereto, and damage to or destruction of property, or loss of use or reduction in value thereof, including but not limited to the property of either party hereto, and recovery of monetary losses incurred by the indemnified party directly attributable to the performance of the indemnifying party, arising out of, pertaining to, or relating to the alleged or actual error or omission, recklessness, willful misconduct, infringement of intellectual property rights, breach of trust, breach of confidentiality, unauthorized use or disclosure of data, breach of statutory or regulatory law, or other breach of its duties under this Agreement by CONSULTANT, its employees, CONSULTANT's subconsultants or subconsultants at any tier, or any other party for which CONSULTANT is legally liable under law, excepting only such injury, death, or damage, to the extent it is caused by the negligence of an Indemnified Party. CONSULTANT shall not be liable for Claims caused by the sole negligence or willful misconduct of an Indemnified Party.

The right to defense and indemnity under this Section shall initiate upon occurrence of an event giving rise to a Claim and tendered in writing to CONSULTANT. CONSULTANT shall defend the Indemnified Parties with counsel reasonably acceptable to County. Notwithstanding the foregoing, County shall be entitled, on its own behalf, and at the expense of CONSULTANT, to assume control of its defense or the defense of any Indemnified Party in any legal action, with counsel reasonably selected by it. Should County elect to initially assume control of its defense, or the defense of any Indemnified Party, it does so without prejudice to its right to subsequently require that CONSULTANT thereafter assume control of the defense and pay all reasonable attorneys' fees and costs incurred thereby.

This indemnity obligation shall not be limited by the types and amounts of insurance or self-insurance maintained by CONSULTANT or CONSULTANT's subconsultants or subconsultants at any tier.

Nothing in this Indemnity obligation shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party.

The provisions of this Indemnity obligation shall survive the expiration or termination of the Agreement.

#### **XIX. INSURANCE**

Without limiting CONSULTANT'S indemnification, CONSULTANT shall maintain in force at all times during the term of this Agreement and any extensions or

modifications thereto, insurance as specified in Exhibit B. It is the responsibility of CONSULTANT to notify its insurance advisor or insurance carrier(s) regarding coverage, limits, forms and other insurance requirements specified in Exhibit B. It is understood and agreed that COUNTY shall not pay any sum to CONSULTANT under this Agreement unless and until COUNTY is satisfied that all insurance required by this Agreement is in force at the time services hereunder are rendered. Failure to maintain insurance as required in this agreement may be grounds for material breach of contract.

**XX. INFORMATION TECHNOLOGY ASSURANCES**

CONSULTANT shall take all reasonable precautions to ensure that any hardware, software, and/or embedded chip devices used by CONSULTANT in the performance of services under this Agreement, other than those owned or provided by COUNTY, shall be free from viruses. Nothing in this provision shall be construed to limit any rights or remedies otherwise available to COUNTY under this Agreement.

**XXI. COMPENSATION AND PAYMENT OF INVOICES LIMITATIONS**

- A. Compensation under this Agreement shall be limited to the Maximum Total Payment Amount set forth in Exhibit C, or Exhibit C as modified by COUNTY in accordance with express provisions in this Agreement.
- B. CONSULTANT shall submit an invoice on the forms and in accordance with the procedures prescribed by COUNTY upon full or partial completion of tasks, but not more frequently than monthly. Invoices shall be submitted to COUNTY no later than the fifteenth (15th) day of the month following the invoice period, and COUNTY shall pay CONSULTANT within thirty (30) days after receipt of an appropriate and correct invoice.
- C. COUNTY operates on a July through June fiscal year. Invoices for services provided in any fiscal year must be submitted no later than July 31, one month after the end of the fiscal year. Invoices submitted after July 31 for the prior fiscal year shall not be honored by COUNTY unless CONSULTANT has obtained prior written COUNTY approval to the contrary.
- D. CONSULTANT shall maintain for four years following termination of this agreement full and complete documentation of all services and expenditures associated with performing the services covered under this Agreement. Expense documentation shall include: time sheets or payroll records for each employee; receipts for supplies; applicable subcontract expenditures; applicable overhead and indirect expenditures.
- E. In the event CONSULTANT fails to comply with any provisions of this Agreement, COUNTY may withhold payment until such non-compliance has been corrected.

**XXII. LEGAL TRAINING INFORMATION**

If under this Agreement CONSULTANT is to provide training of County personnel on legal issues, then CONSULTANT shall submit all training and program material for prior review and written approval by County Counsel. Only those materials approved by County Counsel shall be utilized to provide such training.

**XXIII. SUBCONTRACTS, ASSIGNMENT**

- A. CONSULTANT shall obtain prior written approval from COUNTY before subcontracting any of the services delivered under this Agreement. CONSULTANT remains legally responsible for the performance of all contract terms including work performed by third parties under subcontracts. Any subcontracting will be subject to all applicable provisions of this Agreement. CONSULTANT shall be held responsible by COUNTY for the performance of any subCONSULTANT whether approved by COUNTY or not.
- B. This Agreement is not assignable by CONSULTANT in whole or in part, without the prior written consent of COUNTY.

**XXIV. AMENDMENT AND WAIVER**

Except as provided herein, no alteration, amendment, variation, or waiver of the terms of this Agreement shall be valid unless made in writing and signed by both parties. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder. No interpretation of any provision of this Agreement shall be binding upon COUNTY unless agreed in writing by DIRECTOR and counsel for COUNTY.

**XXV. SUCCESSORS**

This Agreement shall bind the successors of COUNTY and CONSULTANT in the same manner as if they were expressly named.

**XXVI. TIME**

Time is of the essence of this Agreement.

**XXVII. INTERPRETATION**

This Agreement shall be deemed to have been prepared equally by both of the parties, and the Agreement and its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

**XXVIII. DIRECTOR**

As used in this Agreement, "DIRECTOR" shall mean the County Executive Officer or his/her designee.

**XXXIX. DISPUTES**

In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between themselves. Pending resolution of any such dispute, CONSULTANT shall continue without delay to carry out all its responsibilities under this Agreement unless the Agreement is otherwise terminated in accordance with the Termination provisions herein. COUNTY shall not be required to make payments for any services that are the subject of this dispute resolution process until such dispute has been mutually resolved by the parties. If the dispute cannot be resolved within 15 calendar days of initiating such negotiations or such other time period as may be mutually agreed to by the parties in writing, either party may pursue its available legal and equitable remedies, pursuant to the laws of the State of California. Nothing in this Agreement or provision shall constitute a waiver of any of the government claim filing requirements set forth in Title 1, Division 3.6, of the California Government Code or as otherwise set forth in local, state and federal law.

**XXX. TERMINATION**

- A. COUNTY may terminate this Agreement without cause upon thirty (30) days written notice to the other party. Notice shall be deemed served on the date of mailing. If notice of termination for cause is given by COUNTY to CONSULTANT and it is later determined that CONSULTANT was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to this paragraph (A).
- B. COUNTY may terminate this Agreement for cause immediately upon giving written notice to CONSULTANT should CONSULTANT materially fail to perform any of the covenants contained in this Agreement in the time and/or manner specified. In the event of such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY. If notice of termination for cause is given by COUNTY to CONSULTANT and it is later determined that CONSULTANT was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph (A) above.
- C. COUNTY may terminate or amend this Agreement immediately upon giving written notice to CONSULTANT, 1) if advised that funds are not available from external sources for this Agreement or any portion thereof, including if distribution of such funds to the County is suspended or delayed; 2) if funds for the services and/or programs provided pursuant to this Agreement are not appropriated by the State; 3) if funds in COUNTY's yearly proposed and/or final budget are not appropriated by COUNTY for this Agreement or any portion thereof; or 4) if funds that were previously appropriated for this Agreement are reduced, eliminated, and/or re-allocated by COUNTY as a result of mid-year budget reductions.

- D. If this Agreement is terminated under paragraph A or C above, CONSULTANT shall only be paid for any services completed and provided prior to notice of termination. In the event of termination under paragraph A or C above, CONSULTANT shall be paid an amount which bears the same ratio to the total compensation authorized by the Agreement as the services actually performed bear to the total services of CONSULTANT covered by this Agreement, less payments of compensation previously made. In no event, however, shall COUNTY pay CONSULTANT an amount which exceeds a pro rata portion of the Agreement total based on the portion of the Agreement term that has elapsed on the effective date of the termination.
- E. CONSULTANT shall not incur any expenses under this Agreement after notice of termination and shall cancel any outstanding expenses obligations to a third party that CONSULTANT can legally cancel.

### **XXXI. REPORTS**

CONSULTANT shall, without additional compensation therefor, make fiscal, program evaluation, progress, and such other reports as may be reasonably required by DIRECTOR concerning CONSULTANT's activities as they affect the contract duties and purposes herein. COUNTY shall explain procedures for reporting the required information.

### **XXXII. AUDITS AND RECORDS**

Upon COUNTY's request, COUNTY or its designee shall have the right at reasonable times and intervals to audit, at CONSULTANT's premises, CONSULTANT's financial and program records as COUNTY deems necessary to determine CONSULTANT's compliance with legal and contractual requirements and the correctness of claims submitted by CONSULTANT. CONSULTANT shall maintain such records for a period of four years following termination of the Agreement, and shall make them available for copying upon COUNTY's request at COUNTY's expense. COUNTY shall have the right to withhold any payment under this Agreement until CONSULTANT has provided access to CONSULTANT's financial and program records related to this Agreement.

### **XXXIII. PRIOR AGREEMENTS**

This Agreement constitutes the entire contract between COUNTY and CONSULTANT regarding the subject matter of this Agreement. Any prior agreements, whether oral or written, between COUNTY and CONSULTANT regarding the subject matter of this Agreement are hereby terminated effective immediately upon full execution of this Agreement.

### **XXXIV. SEVERABILITY**

If any term or condition of this Agreement or the application thereof to any person(s) or circumstance is held invalid or unenforceable, such invalidity or unenforceability shall not affect other terms, conditions, or applications which can

be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Agreement are declared severable.

**XXXV. FORCE MAJEURE**

Neither CONSULTANT nor COUNTY shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism, or other disasters, whether or not similar to the foregoing, and acts or omissions or failure to cooperate of the other party or third parties (except as otherwise specifically provided herein).

**XXXVI. SURVIVAL OF TERMS**

All services performed and deliverables provided pursuant to this Agreement are subject to all of the terms, conditions, price discounts and rates set forth herein, notwithstanding the expiration of the initial term of this Agreement or any extension thereof. Further, the terms, conditions and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Agreement shall so survive.

**XXXVII. DUPLICATE COUNTERPARTS**

This Agreement may be executed in duplicate counterparts. The Agreement shall be deemed executed when it has been signed by both parties.

Signatures scanned and transmitted electronically shall be deemed original signatures for purposes of this Agreement, with such scanned signatures having the same legal effect as original signatures. This Agreement may be executed through the use of an electronic signature and will be binding on each party as if it were physically executed.

**XXXVIII. AUTHORITY TO EXECUTE**

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement for or on behalf of the parties to this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

**COUNTY OF SACRAMENTO, a  
political subdivision of the State  
of California**

**“COUNTY”**

**“CONSULTANT”**

By: \_\_\_\_\_  
County Executive

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

CONTRACT AND CONSULTANT TAX STATUS

REVIEWED AND APPROVED BY COUNTY COUNSEL

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

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

**Exhibits**

- Exhibit A – Scope of Services
- Exhibit B – Insurance Requirements
- Exhibit C – Budget Requirements

**EXHIBIT A to Agreement  
between the COUNTY OF SACRAMENTO,  
hereinafter referred to as "COUNTY," and  
CGL Companies, LLC, hereinafter referred to as "CONSULTANT"**

**SCOPE OF SERVICES**

**I. SERVICE LOCATION(S)**

**Facility Name(s):** CGL Companies, LLC  
**Street Address:** 2260 Del Paso, Suite 100  
**City and Zip Code:** Sacramento, CA 95834

**II. DESCRIPTION OF SERVICES**

CONSULTANT agrees and understands that all services described below shall be performed for the purposes described in the Request for Proposal (RFP), including legal pressures to substantially modify current practices and that all work, reports, and advice CONSULTANT provides to COUNTY shall be privileged pursuant to the Attorney Client privilege or the doctrine of Attorney work product.

CONSULTANT shall complete tasks 1 through 4, described below, to assess feasibility of the development of a regional correctional facility designed to address mental health service needs of the jail populations in the nine participating counties:

1. Amador
2. Contra Costa
3. El Dorado
4. Nevada
5. Sacramento (Project Lead)
6. Solano
7. Sutter
8. Yolo
9. Yuba

**Task 1: Assess current services & treatment populations.** Document the degree and type of demand for mental health services present in the correctional systems of the participating counties, as well as how the demand for these services will change in the future. Provide a comprehensive assessment of the existing mental health population by jurisdiction and, all health services required for appropriate management in compliance with contemporary professional and legal standards.

**Task 2: Develop a treatment model for centralized delivery of mental health services.** Identify the types and mix of programs and treatment necessary at the regional facility to meet the needs of the targeted county populations, addressing



the multiplicity of service needs in these populations. The clinical delivery plan will address each of the various inpatient, outpatient, treatment programs and therapeutic needs of the projected mental health population for the combined 11 counties.

**Task 3: Conduct a cost/benefit analysis of the regional service delivery model.** Assess the cost implications of the development and operation of a regional correctional mental health facility, comparing these costs with the projected resource requirements that each county would face in managing its own correctional mental health services program. The analysis will project the total clinical services, custody operations, and support requirements for such a facility, as well as the indirect costs to each county associated with the support of such a facility. Potential cost reductions achieved in each county resulting from the centralization of mental health services will be identified and compared with the costs each county would face in managing a comparable level of program services on their own.

**Task 4: Document findings in a Final Report.** Upon completion of our analysis, we will develop a draft report which will be submitted to the Project Manager and circulated for review to the Project Stakeholders. The report will summarize all the project team's work and the resulting analysis. Upon completion of their review, we will meet with the Stakeholders to answer questions, address concerns, and make any modifications to the report that may be required.

Upon review of the Final Report, project stakeholders will determine if the project concept is feasible and whether to advance to Phase 2 of the project. Phase 2 would address development of a facility prototype, site selection, and assessment of the alternative approaches such as remodeling an existing facility or development on a new "green field" site.

**EXHIBIT B to Agreement  
between the COUNTY OF SACRAMENTO,  
hereinafter referred to as "COUNTY," and  
CGL Companies, LLC, hereinafter referred  
to as "CONSULTANT"**

**INSURANCE REQUIREMENTS FOR CONSULTANTS**

Without limiting CONSULTANT's indemnification, CONSULTANT shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the CONSULTANT, its agents, representatives or employees. COUNTY shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby. If in the opinion of the County Risk Manager, insurance provisions in these requirements do not provide adequate protection for COUNTY and for members of the public, COUNTY may require CONSULTANT to obtain insurance sufficient in coverage, form and amount to provide adequate protection. COUNTY's requirements shall be reasonable but shall be imposed to assure protection from and against the kind and extent of risks that exist at the time a change in insurance is required.

**I. VERIFICATION OF COVERAGE**

CONSULTANT shall furnish the COUNTY with certificates evidencing coverage required below. **Copies of required endorsements must be attached to provided certificates.** The County Risk Manager may approve self-insurance programs in lieu of required policies of insurance if, in the opinion of the Risk Manager, the interests of the COUNTY and the general public are adequately protected. All certificates, evidences of self-insurance, and additional insured endorsements are to be received and approved by the County before performance commences. The COUNTY reserves the right to require that CONSULTANT provide complete, certified copies of any policy of insurance offered in compliance with these specifications.

**II. MINIMUM SCOPE OF INSURANCE**

Coverage shall be at least as broad as:

- A. **GENERAL LIABILITY:** Insurance Services Office's Commercial General Liability occurrence coverage form CG 0001. Including, but not limited to Premises/Operations, Products/Completed Operations, Contractual, and Personal & Advertising Injury, without additional exclusions or limitations, unless approved by the County Risk Manager.
- B. **AUTOMOBILE LIABILITY:** Insurance Services Office's Commercial Automobile Liability coverage form CA 0001.
  - 1. Commercial Automobile Liability: auto coverage symbol "1" (any auto) for

corporate/business owned vehicles. If there are no owned or leased vehicles, symbols 8 and 9 for non-owned and hired autos shall apply.

2. Personal Lines automobile insurance shall apply if vehicles are individually owned.

- C. WORKERS' COMPENSATION: Statutory requirements of the State of California and Employer's Liability Insurance.
- D. PROFESSIONAL LIABILITY or Errors and Omissions Liability insurance appropriate to the CONSULTANT's profession.
- E. UMBRELLA or Excess Liability policies are acceptable where the need for higher liability limits is noted in the Minimum Limits of Insurance and shall provide liability coverages that at least follow form over the underlying insurance requirements where necessary for Commercial General Liability, Commercial Automobile Liability, Employers' Liability, and any other liability coverage (other than Professional Liability) designated under the Minimum Scope of Insurance.

### III. **MINIMUM LIMITS OF INSURANCE**

CONSULTANT shall maintain limits no less than:

- A. General Liability shall be on an Occurrence basis (as opposed to Claims Made basis). Minimum limits and structure shall be:

Building Trades General Aggregate:	\$2,000,000
Products Comp/Op Aggregate:	\$2,000,000
Personal & Adv. Injury:	\$1,000,000
Each Occurrence:	\$2,000,000

- B. AUTOMOBILE LIABILITY:

1. Commercial Automobile Liability for Corporate/business owned vehicles including non-owned and hired, \$1,000,000 Combined Single Limit.
2. Personal Lines Automobile Liability for Individually owned vehicles, \$250,000 per person, \$500,000 each accident, \$100,000 property damage.

- C. WORKERS' COMPENSATION: Statutory.
- D. EMPLOYER'S LIABILITY: \$1,000,000 per accident for bodily injury or disease.
- E. PROFESSIONAL LIABILITY OR ERRORS AND OMISSIONS LIABILITY: \$2,000,000 per claim and aggregate.

**IV. DEDUCTIBLES AND SELF-INSURED RETENTION**

Any deductibles or self-insured retention that apply to any insurance required by this Agreement must be declared and approved by the COUNTY.

**V. CLAIMS MADE PROFESSIONAL LIABILITY INSURANCE**

If professional liability coverage is written on a Claims Made form:

- A. The "Retro Date" must be shown, and must be on or before the date of the Agreement or the beginning of Agreement performance by CONSULTANT.
- B. Insurance must be maintained and evidence of insurance must be provided for at least one (1) year after completion of the Agreement.
- C. If coverage is cancelled or non-renewed, and not replaced with another claims made policy form with a "Retro Date" prior to the contract effective date, the CONSULTANT must purchase "extended reporting" coverage for a minimum of one (1) year after completion of the Agreement.

**VI. OTHER INSURANCE PROVISIONS**

The insurance policies required in this Agreement are to contain, or be endorsed to contain, as applicable, the following provision:

- A. All Policies:
  - 1. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII. The County Risk Manager may waive or alter this requirement, or accept self-insurance in lieu of any required policy of insurance if, in the opinion of the Risk Manager, the interests of the COUNTY and the general public are adequately protected.
  - 2. **MAINTENANCE OF INSURANCE COVERAGE:** The CONSULTANT shall maintain all insurance coverages and limits in place at all times and provide the County with evidence of each policy's renewal ten (10) days in advance of its anniversary date.

CONSULTANT is required by this Agreement to immediately notify County if they receive a communication from their insurance carrier or agent that any required insurance is to be canceled, non-renewed, reduced in scope or limits or otherwise materially changed. CONSULTANT shall provide evidence that such cancelled or non-renewed or otherwise materially changed insurance has been replaced or its cancellation notice withdrawn without any interruption in coverage, scope or limits. Failure to maintain required insurance in force shall be considered a material breach of the Agreement.

**VII. COMMERCIAL GENERAL LIABILITY AND/OR COMMERCIAL AUTOMOBILE LIABILITY**

- A. **ADDITIONAL INSURED STATUS:** The COUNTY, its officers, directors, officials, employees, and volunteers are to be endorsed as additional insureds as respects: liability arising out of activities performed by or on behalf of the CONSULTANT; products and completed operations of the CONSULTANT; premises owned, occupied or used by the CONSULTANT; or automobiles owned, leased, hired or borrowed by the CONSULTANT. The coverage shall contain no endorsed limitations on the scope of protection afforded to the COUNTY, its officers, directors, officials, employees, or volunteers.
- B. **PRIMARY INSURANCE:** For any claims related to this Agreement, the CONSULTANT's insurance coverage shall be endorsed to be primary insurance as respects the COUNTY, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, directors, officials, employees, or volunteers shall be excess of the CONSULTANT's insurance and shall not contribute with it.
- C. **SEVERABILITY OF INTEREST:** The CONSULTANT's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- D. **SUBCONSULTANTS:** CONSULTANT shall be responsible for the acts and omissions of all its subconsultants and additional insured endorsements as provided by CONSULTANT's subconsultant.

**VIII. WORKERS' COMPENSATION**

**Workers' Compensation Waiver of Subrogation:** The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the COUNTY, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by the CONSULTANT. Should CONSULTANT be self-insured for workers' compensation, CONSULTANT hereby agrees to waive its right of subrogation against COUNTY, its officers, directors, officials, employees, agents or volunteers.

**IX. NOTIFICATION OF CLAIM**

If any claim for damages is filed with CONSULTANT or if any lawsuit is instituted against CONSULTANT, that arise out of or are in any way connected with CONSULTANT's performance under this Agreement and that in any way, directly or indirectly, contingently or otherwise, affect or might reasonably affect COUNTY, CONSULTANT shall give prompt and timely notice thereof to COUNTY. Notice shall be prompt and timely if given within thirty (30) days following the date of receipt of a claim or ten (10) days following the date of service of process of a lawsuit.

**EXHIBIT C to Agreement**  
**between the COUNTY OF SACRAMENTO**  
**hereinafter referred to as "COUNTY,"**  
**and CGL Companies, LLC**  
**hereinafter referred to as "CONSULTANT"**

**BUDGET REQUIREMENTS**

**I. MAXIMUM PAYMENT TO CONSULTANT**

The Maximum Total Payment Amount under this Agreement is: \$603,895

**II. BUDGET**

The Budget for this Agreement is outlined on the following page(s).

CONSULTANT compensation will be per task, upon satisfactory completion of work as approved by the COUNTY. CONSULTANT will complete tasks as described in EXHIBIT A, Scope of Services, within 90 business days for a total fee of \$603,895.

**Cost by Major Task**

<b>Task Description</b>	<b>Total Fee</b>
<u>Task 1</u> : Assess current services & treatment populations	\$276,900
<u>Task 2</u> : Develop a treatment model for centralized delivery of mental health services	\$121,700
<u>Task 3</u> : Conduct a cost/benefit analysis of the regional service delivery model	\$131,800
<u>Task 4</u> : Document findings in a Final Report	\$30,980
Travel	\$42,515
<b>TOTAL</b>	<b>\$603,895</b>

## Hourly Rates

<b>Staff</b>	<b>Area of Expertise</b>	<b>Hourly Rate</b>
John Allen, MBA	Project Management, Financial, Support Services	\$375
Jacques Baillargeon	Bio-Statistician	\$275
Karl Becker	Corrections, Staffing, Planning	\$290
Tonya Campbell, MA	Mental Health	\$275
Kelly Coates, MBA	Financial, Support Services, Staffing	\$300
Anthony Cunha	Financial Analyst	\$150
Beverly Echols, MA	Mental Health	\$275
Erin Freeman, PA	Medical, Mental Health	\$300
Robert Glass	Corrections, Mental Health, Planning, Design	\$350
Cameron Glass	Corrections, Facility Planning	\$250
Dr. Owen Murray	Medical, Mental Health, Medical Legal	\$375
Dr. Joseph Penn	Medical, Mental Health, Medical Legal	\$400
John Pulvino, PA	Medical, Mental Health	\$300
Brad Sassatelli	Corrections, Staffing, Planning	\$250
Anthony Williams, MBA	Financial, Support Services, Staffing	\$300

APPROVED  
BOARD OF SUPERVISORS  
By Reso No. 5 2019-0846  
DEC 17 2019 20190847  
*Florence Evans*  
Clerk of the Board

COUNTY OF SACRAMENTO  
CALIFORNIA

4

For the Agenda of:  
December 17, 2019

To: Board of Supervisors

Through: Navdeep S. Gill, County Executive

From: Britt E. Ferguson, Chief Fiscal Officer  
Office of Budget and Debt Management

Subject: Authorization To Execute An Agreement In The Amount Of \$603,895 With CGL Companies, LLC For Consultant Services To Determine the Feasibility Of A Regional Mental Health Correctional Facility For the Period January 1, 2020 Through The June 30, 2020 And Approve An Appropriation Adjustment Request Increasing Appropriations In The Non-Departmental Costs Budget Unit By \$603,895, Offset By \$323,513 In Revenue From Other Counties And \$280,382 In Reimbursements From The 2011 Realignment Fund And Increasing Appropriations In The 2011 Realignment Fund By \$280,382, Offset By The Partial Cancellation Of The Fund's Community Corrections Planning Reserve (AAR No. 2020-2028)

District(s): All

**RECOMMENDED ACTION**

It is recommended that the Board:

1. Adopt the attached Resolution approving the selection of CGL Companies, LLC and authorize the County Executive, or his designee to execute an Agreement in the amount of \$603,895 with CGL Companies, LLC for the provision of consultant services to determine feasibility of a regional mental health correctional facility for the Period of January 1, 2020 through June 30, 2020.
2. Approve an Appropriation Adjustment Request (AAR) that:
  - a) Increases Appropriations in the Non-Departmental Budget Unit by \$603,895, offset by \$323,513 in Revenue from Other Counties and a \$280,382 increase in Inter-fund Transfer-In (Reimbursement) from the 2011 Realignment Fund; and
  - b) Increases Appropriations in the 2011 Realignment Fund by \$280,382, Offset by the Partial Cancellation of that Fund's Community Corrections Planning Reserve



Authorization To Execute An Agreement In The Amount Of \$603,895 With CGL Companies, LLC For Consultant Services To Determine the Feasibility Of A Regional Mental Health Correctional Facility For the Period January 1, 2020 Through The June 30, 2020 And Approve An Appropriation Adjustment Request Increasing Appropriations In The Non-Departmental Costs Budget Unit By \$603,895, Offset By \$323,513 In Revenue From Other Counties And \$280,382 In Reimbursements From The 2011 Realignment Fund And Increasing Appropriations In The 2011 Realignment Fund By \$280,382, Offset By The Partial Cancellation Of The Fund's Community Corrections Planning Reserve (AAR No. 2020-2028)

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## **BACKGROUND**

Recognizing that the jails are the County's most expensive correctional option and that those costs are increasing, over the last five years the County has engaged in a number of initiatives to identify and implement efforts to reduce jail costs. Many of those efforts have focused on reducing the jails' population, including implementing a Supervised Pre-Trial Release Pilot Program, implementing an AB1810 Mental Health Diversion Program, and working on a plan to provide supervision and services to sentenced offenders in the community rather than in the jails. Other efforts have focused on identifying ways to provide services to offenders in the jails in a more cost-effective way.

As the Board is aware, a significant proportion of jail inmates have mental health conditions and/or co-morbid chronic health conditions and providing appropriate custody conditions and services to these inmates can be particularly costly. These inmates require psychiatric assessment and ongoing services while incarcerated. Though a particular focus of the recently negotiated Mays consent decree, this issue is not unique to Sacramento County. County jails throughout the State and nation are facing increased demands due to the volume of inmates with serious mental health conditions needing services, the types of services needed, and legal pressures to substantially modify current practices. Jails require psychiatric expertise and personnel to best assess and treat inmates. Effective treatment and discharge planning for people in custody help with appropriate discharge to alternative treatment in the community, facilitates successful transition for those being released from jail, and reduces recidivism for those who are released.

Recognizing this, the Office of the County Executive convened a group of leaders from Northern California counties to explore whether it would be feasible and cost-effective to establish a Regional Mental Health Adult Correctional Facility to address the mental health treatment needs of incarcerated individuals in county jail facilities. A total of eight counties have agreed to participate in the feasibility study with Sacramento County: Amador, Contra Costa, El Dorado, Nevada, Solano, Sutter, Yolo, and Yuba

Authorization To Execute An Agreement In The Amount Of \$603,895 With CGL Companies, LLC For Consultant Services To Determine the Feasibility Of A Regional Mental Health Correctional Facility For the Period January 1, 2020 Through The June 30, 2020 And Approve An Appropriation Adjustment Request Increasing Appropriations In The Non-Departmental Costs Budget Unit By \$603,895, Offset By \$323,513 In Revenue From Other Counties And \$280,382 In Reimbursements From The 2011 Realignment Fund And Increasing Appropriations In The 2011 Realignment Fund By \$280,382, Offset By The Partial Cancelation Of The Fund's Community Corrections Planning Reserve (AAR No. 2020-2028)

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Counties. Sacramento is the largest of the nine counties and, as proposed, would act as project leader.

In coordination with partnering counties, Sacramento County released a Request for Proposals (RFP) on January 8, 2019 for a consultant to assist us in evaluating the feasibility of establishing and operating a Regional Mental Health Correctional Facility to meet assessment, treatment, custodial, and all other needs for inmates with moderate to serious mental health conditions who may be in a pre- and/or post-disposition phase of the criminal court process. The Office of the County Executive developed a rating tool, convened a rating committee with partner counties, and facilitated a comprehensive, competitive evaluation process to select the successful applicant and award funding for services under the terms of the RFP. The proposal from CGL Companies, LLC was selected for the feasibility study among the two proposals received after a collaborative scoring and review process with the counties.

#### Evaluation Criteria Included in RFP

- Company Experience and Qualifications (30 pts)
- Evaluation of Work Plans (30 pts)
- Certifications and References (20 pts)
- Cost (20 pts)

Each proposal was reviewed and scored by stakeholders from several of the participating counties. CGL was ranked first in this evaluation, but the raters determined that the score was close enough to warrant interviewing both firms: CGL Companies, LLC, and Health Management Associates. Representatives from Sacramento County, Yolo County, El Dorado County, and Contra Costa County held in-person interviews with representatives from CGL and Health Management Associates and made a recommendation to representatives from all participating counties, who agreed with that recommendation.

Authorization To Execute An Agreement In The Amount Of \$603,895 With CGL Companies, LLC For Consultant Services To Determine the Feasibility Of A Regional Mental Health Correctional Facility For the Period January 1, 2020 Through The June 30, 2020 And Approve An Appropriation Adjustment Request Increasing Appropriations In The Non-Departmental Costs Budget Unit By \$603,895, Offset By \$323,513 In Revenue From Other Counties And \$280,382 In Reimbursements From The 2011 Realignment Fund And Increasing Appropriations In The 2011 Realignment Fund By \$280,382, Offset By The Partial Cancellation Of The Fund's Community Corrections Planning Reserve (AAR No. 2020-2028)

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CGL Companies, LLC (CGL) was highest scoring respondent interviewed and demonstrated the competence and professional qualifications best meeting the needs identified in the RFP.

CGL is an international criminal justice consulting firm that assists public agencies with correctional and justice system planning and correctional facility planning, design and operations. Headquartered in Florida, CGL has done projects in more than 900 counties in all 50 states and 20 foreign countries. In California, CGL has done work for Riverside, San Bernardino, Sonoma, Napa, San Diego and Santa Clara Counties, among others. CGL has also done work for the California Department of Corrections and Rehabilitation (CDCR), including coordinating operational and facilities planning for the new California Correctional Healthcare Facility built in Stockton in 2014. CGL also was the lead consultant in assisting Sacramento County in the Adult Correctional System Review in 2015 and 2016. CGL has an office in Sacramento.

For this project, CGL is sub-contracting with J Allen and Associates-Correctional Healthcare Management (CHM). J Allen-CHM provides direct clinical management to jails within the State of Texas and provides network management services to the Federal Bureau of Prisons. CHM's work in California included reviewing 17 of the 34 CDCR facility-based medical delivery systems for the State Attorney General's Office to determine if the State's medical delivery system was sufficient to meet national standards and assisting CDCR with various mental health staffing and operational programs.

CGL proposes to conduct a feasibility study for the Regional Mental Health Correctional Facility in two phases. The first phase, will involve four tasks:

- Assess current services & treatment populations.
- Develop a treatment model for centralized delivery of mental health services.
- Conduct a cost/benefit analysis of the regional service delivery model.
- Document findings in a Final Report.

Authorization To Execute An Agreement In The Amount Of \$603,895 With CGL Companies, LLC For Consultant Services To Determine the Feasibility Of A Regional Mental Health Correctional Facility For the Period January 1, 2020 Through The June 30, 2020 And Approve An Appropriation Adjustment Request Increasing Appropriations In The Non-Departmental Costs Budget Unit By \$603,895, Offset By \$323,513 In Revenue From Other Counties And \$280,382 In Reimbursements From The 2011 Realignment Fund And Increasing Appropriations In The 2011 Realignment Fund By \$280,382, Offset By The Partial Cancellation Of The Fund's Community Corrections Planning Reserve (AAR No. 2020-2028)

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CGL estimates that this phase will take approximately three months, but the contract before the Board today is for six months, in the event additional time is required.

The Final Report will be shared with project stakeholders in each of the partnering counties. The counties will then determine if the project concept is feasible and cost-effective and whether to advance to the second phase of the project. If the project advances to Phase 2, it would address development of a facility proto-type, site selection, and assessment of alternative approaches such as remodeling an existing facility or development on a new "green field" site.

The contract before the Board today is only for Phase 1 of the project and there is no commitment to proceeding to Phase 2.

The total cost for Phase 1 services is \$603,895. Seven of the eight partnering counties will provide a share of funding to cover consultant contract costs. Partnering counties have agreed to contribute \$323,513 toward the Phase 1 contract costs, based generally on each counties' proportionate share of population. Sacramento County expenses will total \$280,382 after funding is received from partnering counties.

### **FINANCIAL ANALYSIS**

The maximum total contract cost for CGL Companies, LLC consultant services under the Agreement is \$603,895. Partnering counties will provide Sacramento County a contract cost share of \$323,513. The share of contract costs for Sacramento County is \$280,382. Staff is proposing that the County's share of contract costs be funded with Community Corrections Realignment Planning Funds. The County receives approximately \$200,000 in Community Corrections Planning funds each year and there is currently a \$696,511 Reserve for Community Corrections Planning in the 2011 Realignment Fund. The AAR before the Board today would cancel \$280,382 of that reserve, leaving a balance of \$416,129. Should the County elect to proceed to Phase II of the project with CGL Companies, LLC, the cost would be an additional \$550,795.

Authorization To Execute An Agreement In The Amount Of \$603,895 With CGL Companies, LLC For Consultant Services To Determine the Feasibility Of A Regional Mental Health Correctional Facility For the Period January 1, 2020 Through The June 30, 2020 And Approve An Appropriation Adjustment Request Increasing Appropriations In The Non-Departmental Costs Budget Unit By \$603,895, Offset By \$323,513 In Revenue From Other Counties And \$280,382 In Reimbursements From The 2011 Realignment Fund And Increasing Appropriations In The 2011 Realignment Fund By \$280,382, Offset By The Partial Cancellation Of The Fund's Community Corrections Planning Reserve (AAR No. 2020-2028)

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Attachment(s):

RES – Resolution

AAR No 2020-2028

ATT 1 – Agreement

## RESOLUTION NO. 2019-0846

### RESOLUTION AUTHORIZING AGREEMENT IN THE AMOUNT OF \$603,895 WITH CGL COMPANIES, LLC FOR CONSULTANT SERVICES TO DETERMINE FEASIBILITY OF A REGIONAL MENTAL HEALTH CORRECTIONAL FACILITY

**WHEREAS**, the County of Sacramento is responsible for operation of and care for people in its adult correctional facilities who are in a pre- or post-disposition phase of the criminal court process; and

**WHEREAS**, since the enactment of Public Safety Realignment in 2011, Sacramento and other California Counties have experienced increased demands due to significant growth in need for services to those with serious mental health and co-morbid health conditions who are frequently in custody far longer than the typical one-year stays county correctional facilities were built to accommodate;

**WHEREAS**, Sacramento, Amador, Contra Costa, El Dorado, Nevada, Solano, Sutter, Yolo and Yuba Counties have established a collaborative partnership to identify more cost-effective approaches for addressing mental health treatment needs in county operated correctional facilities;

**WHEREAS**, Sacramento County is leading the project in coordination with partner counties and released a Request for Proposals (RFP) for consultant services to determine feasibility of a regional mental health correctional facility;

**WHEREAS**, Sacramento County developed a rating tool, convened a rating committee with partner counties, and facilitated a comprehensive and competitive evaluation process to select CGL Companies, LLC, the highest scoring applicant demonstrating competence and professional qualifications best meeting the needs identified in the RFP;

**WHEREAS**, the Office of the County Executive seeks authority to enter into an Agreement with CGL Companies, LLC and any amendments thereof for non-monetary changes or cost decrease or to amend the contract for cost increase up ten percent (10%) of the contract value and to terminate the contract;

**BE IT RESOLVED** that the County Executive, or his designee be and is hereby authorized to execute an Agreement for consultant services to determine the feasibility of a regional mental health correctional facility on behalf of the COUNTY OF SACRAMENTO, a political subdivision of the State of California, with CGL Companies, LLC and to do and perform everything necessary to carry out the purpose of this Resolution.

On a motion by Supervisor Frost, seconded by Supervisor Serna, the foregoing Resolution was passed and adopted by the Board of Supervisors of the County of Sacramento this 17<sup>th</sup> day of December, 2019, by the following vote, to wit:

AYES: Supervisors Frost, Nottoli, Peters, Serna

NOES: None

ABSENT: Supervisor Kennedy

ABSTAIN: None

RECUSAL: None  
(PER POLITICAL REFORM ACT (§ 18702.5.))

In accordance with Section 26103 of the Government Code of the State of California a copy of the document has been delivered to the Chair of the Board of Supervisors, County of Sacramento on 12-17-19

By: J. Pava  
Deputy Clerk, Board of Supervisors



R. Serna

Chair of the Board of Supervisors  
of Sacramento County, California

ATTEST: Florence Gans  
Clerk, Board of Supervisors

**FILED**  
BOARD OF SUPERVISORS

DEC 17 2019  
Florence Gans  
Clerk of the Board

# APPROPRIATION ADJUSTMENT REQUEST

2. Department Name

County Executive Cabinet

Department Name (if applicable)

3. Date

12-17-19

4. REQUEST ADJUSTMENT OF APPROPRIATION AS LISTED BELOW

	FUND#	INDEX#	ACCOUNT	ACCOUNT TITLE	AMOUNT
SOURCE OF FINANCING				See Attached	
USE OF FINANCING				See Attached	

5. JUSTIFICATION (Attach Memo if Necessary)

See Board Letter

In accordance with Section 25103 of the Government Code of the State of California a copy of the document has been delivered to the Chair of the Board of Supervisors, County of Sacramento on 12-17-19

By: [Signature]  
Deputy Clerk, Board of Supervisors

Department Head

Department Head (if applicable)

By: [Signature]

Date

11-25-19

By:

Date

6. ACTION

- Dept. Head Approval(s) only required
- Board Action Required
- Four-Fifths Vote Required

Auditor-Controller

By: [Signature]

Date

11/25/19

7. APPROVAL

- Approve
- Disapprove

County Executive

By: [Signature]

Date

11-25-19

8. RESOLUTION

On a motion by Supervisor Frost, seconded by Supervisor Serna the foregoing resolution was passed and adopted by the BOARD OF SUPERVISORS of the County of Sacramento, State of California, this 17<sup>th</sup> day of December 20, 19 by the following vote, to wit:

AYES: Supervisors, Frost, Nattoli, Peters, Serna

ABSENT: Supervisors, Kennedy

Resolution Number

2019-0847

CHAIR OF THE BOARD OF SUPERVISORS OF SACRAMENTO COUNTY CALIFORNIA

**FILED**  
BOARD OF SUPERVISORS



CLERK OF THE BOARD OF SUPERVISORS

[Signature]

[Signature]

Distribution (Board of Supervisor Approved)

White - Board of Supervisors  
Blue - Department Approved Copy  
Green - County Executive File Copy

Yellow - Auditor-Controller Approved Copy  
Pink - Auditor-Controller Control Copy  
Goldenrod - Department Control Copy

20-0385 A 40 of 40