RESOLUTION - ACTION REQUESTED 2017-12

MEETING: January 10, 2017

TO: The Board of Supervisors

FROM: Doug Binnewies, Sheriff-Coroner-Public Administrator

RE: Approve Professional Service Agreement with Vanir Construction Management, Inc.

RECOMMENDATION AND JUSTIFICATION:
Approve a one-year Professional Service Agreement between Vanir Construction Management, Inc. and Mariposa County in the not-to-exceed amount of $43,190 to pursue the application for AB844 jail improvement funding; and authorize the Board of Supervisors Chair to sign the agreement. This does not commit the County to this project, only making our project eligible to the funding.

The Governor's 2011 Realignment effort transferred responsibility for non-violent, low-level offenders to the counties. Since then state budgets have included financing to help counties adapt to new populations in local jails through improvement of facilities and construction of space for programming designed to reduce recidivism with an emphasis on expanding program and treatment space, to create in-custody mental health or treatment space, and to establish reentry services which the Mariposa County Adult Detention Facility currently does not have.

On June 27, 2016, Senate Bill 844 (SB844-Chapter 34) became law, authorizing state lease-revenue bond financing for the acquisition, design and construction of adult local criminal justice facilities. Up to $270 million in financing is conditionally available, $20 million of which has been already been set aside for Napa County.

On November 17, 2016 the Board of State and Community Corrections approved release of a Request for Proposal for the design and construction of local adult criminal justice facilities. The remaining $250 million in state lease-revenue bond financing, made available through Senate Bill 844, is earmarked for the 20 counties that have not yet received jail improvement funding. $150 million has been set aside for small counties with a population less than 200,000. With a maximum amount of $25 million per county that would allow for six small counties to be fully funded.

Sheriff's staff investigated this funding opportunity posed by SB844 and consulted with a few consulting firms. Of those, staff met with Vanir Construction Management, Inc. to establish if SB844 was a viable option to pursue. After several meetings with Vanir, it was determined Mariposa County has an excellent chance for the funding based on our needs, and current lack of space for programming opportunities. At the conclusion of these meetings with Vanir, it was evident they possessed the expertise
and knowledge in preparing award winning proposal's. A Scope of Work document and Fee Proposal was requested of Vanir and received on December 6, 2016.

Based on Vanir's Scope of Work and Fee Proposal, direction was given to pursue a Professional Service Agreement between Vanir Construction Management, Inc. And Mariposa County in which Vanir will assist with requirements as they apply to the state lease-revenue bond funding, prepare and submit the SB844 funding application on behalf of Mariposa County. If approved for this funding and based on the needs of the Mariposa County Adult Detention Facility, Vanir has proposed an approximately 9,000 square foot, $13 million dollar addition for the county jail.

This additional space will benefit the Jail's mission, while improving services and safety to both its inmate population and professionals working there. The focus of the additional jail space is to assist in managing the increasing challenges that our local jail is experiencing as a result of the State's AB 109 Realignment. This local project will provide much needed space for classification challenges, behavior health services, treatment and educational programs. Inmate treatment and programming has been identified to assist in lowering recidivism rates.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Historically, the Sheriff's Office hasn't had a realistic opportunity of being awarded such funding because of the stringent application requirements. Designated SB844 funding source for small counties has provided an attainable goal and the Sheriff's Office staff is hopeful the project will be supported.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION: Don't seek the funding and continue to operate the Jail at the current level.

FINANCIAL IMPACT:
There is no impact to the General Fund. Funding of $43,190 to support this Agreement has been identified within the Community Corrections Partnership (CCP) Fund 432.

ATTACHMENTS:
Vanir's Professional Service Agreement (PDF)
Exhibit A, Fee Proposal-Scope of Work (PDF)

CAO RECOMMENDATION

[Dallin Kimble]
Dallin Kimble, Interim CAO 1/5/2017
RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Merlin Jones, District II Supervisor
AYES: Menetrey, Smallcombe, Jones, Long, Cann
PROFESSIONAL SERVICE AGREEMENT

THIS AGREEMENT is made this 1st day of November, 2016 between:

COUNTY:
Mariposa County
5100 Bullion Street
Mariposa, CA 95338

and

CONTRACTOR:
Vanir Construction Management, Inc.
2444 Main Street, Suite 130
Fresno, CA 93721

ARTICLE 1. TERM OF AGREEMENT

1.01 Agreement Term: This Agreement shall become effective on November 1, 2016 and shall terminate on December 31, 2017, unless terminated in accordance with the provisions of Article 7 of this Agreement.

ARTICLE 2. INDEPENDENT CONTRACTOR STATUS

2.01 Independent Contractor: It is the express intention of the parties that Contractor is an independent Contractor and not an employee, agent, joint venturer or partner of County. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between County and Contractor or any employee or agent of Contractor. Both parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall retain the right to perform services for others during the term of this Agreement.

2.02 Contractor Qualifications: Contractor warrants that it has the necessary competence, experience and qualifications for the services to be performed.

2.03 Agreement Management: Contractor shall report to Sheriff Doug Binnewies who will review the activities and performance of the Contractor and administer this Agreement.

ARTICLE 3. SERVICES TO BE PERFORMED BY CONTRACTOR

3.01 Scope of Services: Contractor agrees to perform the services as described on Exhibit "A" attached hereto.

No additional services shall be performed by Contractor unless approved in advance in writing by the County stating the dollar value of the services, the method of payment, and any adjustment in Agreement time. All such services are to be coordinated with County and the results of the work shall be monitored by Sheriff Doug Binnewies or his/her
designee. However, the means by which the work is accomplished shall be the sole responsibility of the Contractor.

3.02 Method of Performing Services: Contractor will determine the method, details, and means of performing the above-described services. County shall not have the right to, and shall not, control the manner or determine the method of accomplishing Contractor's services.

3.03 Employment of Assistants: Contractor may, at the Contractor's own expense, employ such assistants as Contractor deems necessary to perform the services required of Contractor by this Agreement. County may not control, direct, or supervise Contractor's responsibility for assistants or employees in the performance of those services. Contractor assumes full performance of those services. Contractor assumes full and sole responsibility for the payment of all compensation and expenses of such assistants and for all state and federal income tax, unemployment insurance, Social Security, disability insurance and other applicable withholdings.

ARTICLE 4. COMPENSATION

4.01 Compensation: In consideration for the services to be performed by Contractor, County agrees to pay Contractor in proportion to the services satisfactorily performed in the not to exceed amount of $43,190 for services as described above. The total sum to be paid to Contractor includes all labor, materials, travel and other expenses to be incurred by Contractor in the performance of the services described herein. Payment shall be made upon submission of a formal claim approved by the appropriate official of the County as follows:

[ ] Total sum to be paid upon completion of services,

or

[ x ] Incremental payments based on the following schedule:

Monthly invoices based on actual time and material

4.02 Invoices: Contractor shall submit detailed invoices for all services being rendered from the Contractor to the County.

4.03 Date for Payment of Compensation: County will endeavor to make payment within 30 days of invoices being submitted from the Contractor to the County, and approval and acceptance of the work by the County.

4.04 Expenses: Contractor shall be responsible for all costs and expenses incident to the performance of services for County, including but not limited to, all costs of equipment provided by Contractor, all fees, fines, licenses, bonds or taxes required of or imposed against Contractor and all other of Contractor's costs of doing business. County shall not be responsible for any expense incurred by Contractor in performing services for County.

ARTICLE 5. OBLIGATIONS OF CONTRACTOR

5.01 Tools and Instrumentalities: Contractor will supply all tools and instrumentalities, required to perform the services under this Agreement. Contractor is not required to purchase or rent any tools, equipment or services from County. County shall not provide

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working space, supplies, materials or other such support to Contractor in the performance of the services and tasks as described herein.

5.02 **Indemnification:** Contractor shall indemnify and hold County harmless against any and all liability imposed or claimed, including attorney’s fees and other legal expenses, arising directly or indirectly from any act or failure of Contractor or Contractor’s assistants, employees or agents, including all claims relating to the injury or death of any person or damage to any property. Contractor agrees to maintain a policy of liability insurance in the minimum amount of One Million Dollars ($1,000,000) or an amount as otherwise determined appropriate by the County Risk Manager to cover such claims. Contractor shall furnish a certificate of insurance evidencing such insurance and naming the County as an additional insured for the above-cited liability coverage prior to commencing work. It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by County of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

5.03 **General Liability and Automobile Insurance:** During the term of this Agreement Contractor shall obtain and keep in full force and effect a commercial, general liability and automobile policy or policies of at least $1,000,000 combined limit for bodily injury and property damage; provided that the County, its officers, employees and agents are to be named additional insureds under the policies, and that the policies shall stipulate that this insurance will operate as primary insurance for work performed by Contractor and its sub-contractors, and that no other insurance effected by County or the named insureds will be called on to cover a loss covered hereunder. The General Liability insurance shall be provided by an ISO Commercial General Liability policy, with edition dates of 1985, 1988, or 1990. The County will be named as an additional insured using ISO form CG 2010 1185 or the same form with an edition date no later than 1990, or in other form satisfactory to County.

5.04 **Professional Liability Coverage:** Contractor shall provide proof of professional liability coverage satisfactory to County prior to commencing work under the Agreement.

5.05 **Certificate of Insurance:** Contractor shall complete and file with the County prior to engaging in any operation or activity set forth in this Agreement, certificates of insurance evidencing coverage as set forth in paragraphs 5.02 and 5.03 above and which shall provide that no cancellation or expiration by the insurance company will be made during the term of this Agreement, without thirty (30) days written notice to County prior to the effective date of such cancellation.

5.06 **Workers’ Compensation:** During the term of this Agreement Contractor agrees to provide workers’ compensation insurance for Contractor’s employees and agents and agrees to hold harmless and indemnify County for any and all claims arising out of any injury, disability, or death of any of Contractor’s employees or agents.

5.07 **Public Employees Retirement System (CalPERS):** In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of the County, Contractor shall indemnify, defend, and hold harmless County for the payment of
any employee and/or employer contributions for CalPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

5.08 **State and Federal Taxes:** As Contractor is not County's employee; Contractor is responsible for paying all required state and federal taxes. In particular:

a) County will not withhold FICA (Social Security) from Contractor's payments;
b) County will not make state or federal unemployment insurance contributions on behalf of Contractor;
c) County will not withhold state or federal income tax from payment to Contractor;
d) County will not make disability insurance contributions on behalf of Contractor;
e) County will not obtain workers' compensation insurance on behalf of Contractor.

5.09 **Records:** It is understood and agreed that all plans, studies, specifications, and data magnetically or otherwise recorded on computer or computer diskettes, records, files, reports, etc., in possession of the Contractor relating to the matters covered by this Agreement shall be the property of the County, and Contractor hereby agrees to deliver the same to the County upon request. It is understood and agreed that the documents and other materials including but not limited to those set forth hereinabove, prepared pursuant to this Agreement are prepared specifically for the County and are not necessarily suitable for any future or other use. Contractor shall maintain such records for a minimum of three (3) years or as otherwise required by law.

5.10 **Contractor's Books and Records:** Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the County for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Contractor. Any records or documents required to be maintained shall be made available for inspection, audit and/or copying at any time during regular business hours, upon oral or written request of the County.

5.11 **Assignability of Agreement:** It is understood and agreed that this Agreement contemplates personal performance by the Contractor and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of the Contractor under this Agreement will be permitted only with the express written consent of the County.

**ARTICLE 6. OBLIGATIONS OF COUNTY**

6.01 **Cooperation of County:** County agrees to comply with all reasonable requests of Contractor and provide access as allowed by law to all documents reasonably necessary to the performance of Contractor's duties under this Agreement.

6.02 **Assignment:** Neither this Agreement nor any duties or obligations under this Agreement may be assigned by County without the prior written consent of Contractor.

**ARTICLE 7. TERMINATION OF AGREEMENT**

Last Revised 6/11/12
7.01 **Termination Occurrence of Stated Events:** This Agreement shall terminate automatically on the occurrence of any of the following events:
1. Bankruptcy or insolvency of Contractor;
2. Death of Contractor.

7.02 **Termination by County for Default of Contractor:** In the event of a default by contractor in the performance of this Agreement, County shall provide written notice to Contractor setting forth the specifics of Contractor’s default. Contractor shall have fifteen (15) days from receipt of the County’s notice to cure the default. Should Contractor fail to cure default in a timely manner or at all, County shall have the option to terminate the Agreement effective upon written notice to Contractor.

7.03 **Termination for Convenience of County:** County may terminate this Agreement for convenience effective upon thirty (30) days written notice to Contractor. Said Agreement shall then be deemed terminated and no further work shall be performed by Contractor. If the Agreement is so terminated, the Contractor shall be paid for that percentage of the phase of work actually completed, based on a pro rata portion of the compensation for said phase satisfactorily completed at the time the notice of termination is received.

7.04 **Termination of Funding:** The parties acknowledge that the nature of government finance is unpredictable, and that the rights and obligations set forth in this Agreement are necessarily contingent upon the receipt and/or appropriation of the necessary funds. In the event that funding is terminated, in whole or in part, for any reason, at any time, this Agreement and all obligations of County arising from this Agreement shall be immediately discharged. County agrees to inform Contractor no later than thirty (30) calendar days after County determines, in its sole judgment, that funding will be terminated and the final date for which funding will be available.

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**ARTICLE 8. GENERAL PROVISIONS**

8.01 **Notices:** Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid and return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Agreement, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing.

8.02 **Entire Agreement of the Parties:** This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services by Contractor for County and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing signed by the party to be charged and approved by the County as provided herein or as otherwise required by law.

8.03 **Partial Invalidity:** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
8.04 **Attorney’s Fees:** If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys’ fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.

8.05 **Conformance to Applicable Laws:** Contractor shall comply with the standard of care regarding all applicable federal, state and county laws, rules and ordinances. No discrimination shall be made by Contractor in the employment of persons who work under this Agreement because of race, color, national origin, ancestry, disability, sex or religion of such person.

8.06 **Waiver:** In the event that either County or Contractor shall at any time or times waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or any other covenant, condition or obligation.

8.07 **Governing Law:** This Agreement and all matters relating to it shall be governed by the laws of the State of California and County of Mariposa and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Mariposa.

Executed at Mariposa, California, on the date and year first above written.

**COUNTY:**

[Signature]

Marshall Long, Chairman
Mariposa County Board of Supervisors

**CONTRACTOR:**

[Signature]

Alexander V. Leon, CFO / Sr. VP
Vanir Construction Management, Inc.

**APPROVED AS TO FORM:**

[Signature]

STEVEN W. DAHLEM
County Counsel
December 6, 2016

Doug Binnewies
Sheriff-Coroner
P.O. Box 276
Mariposa, California 95338

SUBJECT: Mariposa County – Senate Bill 844 State Bond Fund Assistance Scope of Work/Proposal - Revised

Dear Sheriff Binneweis,

It was a pleasure to meet with you on Wednesday, September 14, 2016 to discuss the future SB 844 (State funding for correctional facilities). As indicated, you have a need to address certain populations in your jail facility as a result of AB109 and Prop.47. You conveyed, your facility is currently not equipped to handle these populations without modifications and security upgrades to your facility. SB844 may be the vehicle to respond to these needs. Based on SB863 (a previous State funding for correctional facilities) you may be able to be awarded as much as $20M to cover all costs associated any modifications, new construction and security upgrades to your facility.

As a background, Vanir has been very successful in winning awards of $447,000,000 for 16 large, medium and small counties. We therefore are very knowledgeable of the State process and have participated in AB900 phase 1 and 2, SB1022, SB863, and SB81 round 1 and 2 funding. We are a well-established justice planning and delivery firm with a history of extensive technical assistance services to California Courts, local law enforcement, State and federal justice agencies. In order to provide the full spectrum of professional services and to fulfill the scope of work summarized within our outline of approach, Vanir has assembled a team of qualified jail planning consultants who have successfully worked together to complete similar projects to address California sheriff’s department’s jail facility and related building needs. They are cognizant of current trends in correctional reform and have acquired first-hand experience with the practical problems of detention facilities. We also have a good relationship with the Board and Community Corrections (BSCC), Department of Corrections and Rehabilitation (CDJR), Department of Finance (DOF), Department of General Services (DGS) and State Fire Marshall (SMF), all of the agencies involved with the funding process.

As requested, I have put together a scope and budget for technical consultant services to assist you in responding to SB844. I am using SB863 as the template for this funding request, however the ESC (Executive Steering Committee) has not been convened and the actual requirements will not be known
for several months. However, the requirements haven’t changed much from the first funding, AB900 was authorized.

**SB844 State Bond Fund Assistance**

The information listed below represents a work plan that identifies and describes each of the tasks needed to respond to facility needs for Mariposa County’s SB844 State funding request. They include: 1) operational requirements, 2) space programming, 3) site requirements, 4) facility concept layout, 5) cost analysis, and 6) SB844 application input. There will be a minimum of two in-county workshops throughout the planning process.

1 - OPERATIONAL REQUIREMENTS
Vanir will participate with the core team to further define the vision of the project. All aspects of the project will be discussed and a road map will emerge that will establish the direction of the project.

2 – SPACE PROGRAMMING
Vanir will assist the Sheriff’s Department in establishing space requirements for each function and or person associated with the facility. The space calculations will include both net and gross square feet, efficiency and circulation factors.

3 – SITE REQUIREMENTS
Vanir will determine the site requirements needed to support the project and include setbacks, sidewalks, off-street parking, open space, and landscaping.

4 - FACILITY CONCEPT LAYOUT
Vanir will prepare a facility concept plan that will incorporate all pertinent study information and programming.

- **Building Diagrams** – Prepare a floor plan diagram by story depicting all space program requirements and space adjacencies.
- **Circulation** – Show public, staff and inmate circulation within the facility, including entrances, and connections to existing jail.
- **Design Concepts** – Show 2D and 3D design concepts of both building and site configurations.

5 – COST ANALYSIS
Vanir will prepare a cost estimate of the site and building.

- **Site Development Cost** – Vanir will provide a cost estimate statement for site development, including landscape, hardscape, paving, walks, exterior lighting, and utilities.
- **Building Construction Cost** – Vanir will provide probable cost for building construction, alterations, including building systems and foundations.
6 – SB 863 APPLICATION INPUT
Vanir will prepare pertinent information needed to complete the SB844 funding application, which will include:

1) Budget Summary Table,
2) Budget Summary Narrative,
3) Project Time Table,
4), Fact Sheet (County to provide all data) and
5) Facility Project Narrative; 35 pages or less. **It should be noted that the county is to provide all inmate, mental health and program data needed to complete the project narrative.**

7 – FEE PROPOSAL
Our fee proposal for this work is as follows:

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<th>VANIR ACTIVITIES</th>
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<th>Nov</th>
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| Total (Hours) | 0 | 50 | 78 | 78 | 78 | 298 | 42,690 |
| Reimbursable Expense | 250 | 250 | 250 | 250 | 250 | 250 | 500 |
| Total Fee and Expenses | 45,190 |

In closing, thank you for allowing us to submit this proposal. If you have any questions regarding any aspect of the proposal, please do not hesitate to contact myself or Jim Aboytes at (916) 716-8584.

Sincerely,

Jerry Avalos, Area Manager

Cc: Andrew Freeman, Vice President, Justice Market Segment Leader
Jim Aboytes, Project Director/Associate