

# PRELIMINARY DRAFT

## ADDENDUM OF AGREEMENT

**THIS ADDENDUM**, made and entered into effective as of the date by which both parties hereto have executed this document, by and between the County of Dane (hereinafter referred to as "County") and Mead and Hunt, Inc. (hereinafter referred to as "Provider").

### WITNESSETH:

**WHEREAS** the Provider and the County, by a separate document (hereinafter, the "Master Agreement"), Purchase of Services Agreement No. 11333 have previously entered into a contractual relationship pursuant to which Provider for the purpose of providing a study and analysis of the Dane County Jail System including programming, supporting operations, the Huber population and facilities, and intake space requirements.

**WHEREAS** The County and Provider wish to amend the Master Agreement in order to *complete analysis and make recommendations for a phased option to mitigate life safety issues in the City-County Building (CCB) Jail in the short-term, for long-term replacement of the CCB Jail, and to provide appropriate medical and mental health special needs housing and programming space for the Dane County Jail System. In addition, the Provider shall explore existing community alternatives for the special needs medical and mental health population and make recommendations for alternative to incarceration.*

**NOW, THEREFORE**, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged by each party for itself, the parties do agree as follows:

1. The Master Agreement shall remain in full force and effect unchanged in any manner by this addendum except as changes are expressly set forth herein. This addendum shall control only to the extent of any conflict between the terms of the Master Agreement and this addendum.
2. The Provider shall work with local providers and service organizations, with input from consumers, advocates, and the community, to explore new and existing community treatment alternatives for special medical and mental health populations and recommend alternatives to incarceration in an effort to divert special needs populations from the jail.
3. The Provider shall identify the functional capacity of the Public Safety Building Jail as it currently exists with no significant renovation.
4. The Provider shall complete a detailed analysis of the existing physical plant of the CCB Jail focusing on life safety implications, electronic

systems, and physical plant security that exposes the County to vulnerabilities associated with emergency and life safety issues.

5. The Provider shall recommend short-term solutions to mitigate vulnerabilities and life safety concerns in the CCB Jail and recommend long-term solutions for the replacement of the CCB Jail, on a greenfield site or at the existing Public Safety Building site, to create housing for the maximum security and special needs medical and mental health populations of the jail. The short-term recommendations shall include, but are not limited to, staffing and procedural options for life safety mitigation, as well as upgrades to door controls, voice communication systems, video surveillance technology, door hardware and locking devices, detention barriers, and other security systems consistent with industry standards. For the purposes of this study, a short-term solutions is defined as one that allows for the implementation of a long-term solution, not to exceed two and one half (2 ½ ) years.
6. The Provider shall propose a phased solution for the full program as detailed in the final Needs Assessment and Master Plan released in June of 2014. The phased solution should be such that the County may elect to implement different aspects of the proposal as growth and funding allows.

The phased solution should include, but is not limited to, pre-architectural planning, opinion of probable cost of renovation and/or construction, an inmate disaggregation plan, macro staffing deployments and redeployments, and operating cost of each phase of renovation and/or construction.

The Provider shall deliver preliminary drawings of space recommendations, and a written report of the reasoning for recommendations, and associated opinion of probable project costs of a phased project both in terms of probable repair, renovation or construction costs and staffing impacts. The Provider shall provide the County with twelve (12) hard copies of the report and an electronic copy in Word or PDF format.

The Provider shall be paid no more than \$\_\_\_\_\_, broken down as \$\_\_\_\_\_ for the analysis of mitigating the life safety concerns of the CCB and pre-architectural components of the study and \$\_\_\_\_\_ for the inmate disaggregation plan and macro staffing of the study and \$\_\_\_\_\_ for the exploration of community alternatives for special needs medical and mental health populations. Ten percent (10%) of the total contract value will be retained until the study is approved and accepted by the County to include the remaining presentation, as specified in the Master Agreement, to County staff, committee members, or elected officials once the study is completed.

**IN WITNESS WHEREOF**, the parties, by their respective authorized representatives, have set their hands and seals as of the dates set forth below.

|                   |                             |
|-------------------|-----------------------------|
| Date Signed _____ | <b>FOR COUNTY:</b><br>_____ |
| Date Signed _____ | _____                       |

|                   |                              |
|-------------------|------------------------------|
| Date Signed _____ | <b>FOR PROVIDER</b><br>_____ |
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