

### County Administrator

Robert W. Wilson 701-241-5770 wilsonro@casscountynd.gov

#### MEMO

TO: Building Committee & County Commission

FROM: Robert W. Wilson

DATE: January 12, 2022

SUBJECT: Agreement - Jail Population Forecast and Design Options

Cass County received a single submission, from Klein McCarthy Architects, in response to a Request for Proposals (RFP) for Jail Population Forecast and Design Options.

The County is familiar with this firm and confident they can complete the project as described in the RFP. Klein McCarthy has previously completed a masterplan for the Jail Intake portion of the facility and is the project architect for the jail intake expansion project currently under construction.

The proposed agreement engages Klein McCarthy to develop, through collaboration with the County and project partners, a masterplan intended to describe the needs of the Cass County jail for the next 10-15 years. The project scope also includes identifying an estimated size and cost of a potential jail expansion required to meet the identified needs. Klein McCarthy proposes a fee of \$17,900, including reimbursable expenses, for their portion of the project.

Mr. Bill Garnos, a project partner, will be responsible for an inmate population forecast that other elements of the project will be based on. Mr. Garnos' portion of the project will be billed at an additional \$8,000 plus expenses. I am familiar with Mr. Garnos' work. He completed two jail inmate population forecasts for my previous employer and his projections proved to be accurate and allowed the county to plan accordingly for inmate population growth.

The proposal anticipates an end of April/ beginning of May completion date. The proposed agreement has been reviewed by the State's Attorney's Office.

PO Box 2806 211 Ninth Street South Fargo, North Dakota 58108

SUGGESTED MOTION: Authorize the Chair to sign agreement with Klein McCarthy Architects to complete a population forecast and design options for expanded inmate capacity at the Cass County Jail.

www.casscountynd.gov

# Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services

**AGREEMENT** made as of the 21 day of December in the year Two Thousand Twenty-One 2021

(In words, indicate day, month and year.)

**BETWEEN** the Architect's client identified as the Owner:

(Name, legal status, address and other information)

Cass County 211 South 9<sup>th</sup> Street Fargo, ND 58103

Telephone: (701) 241-5770 Facsimile: (701) 297-5776

and the Architect:

(Name, legal status, address and other information)

Klein McCarthy & Co., Ltd. dba Klein McCarthy Architects

6465 Wayzata Boulevard

Suite 410

St. Louis Park, MN 55426 Telephone: (952) 908-9990 Facsimile: (952) 908-9991

for the following (hereinafter referred to as "the Project"):

(Insert information related to types of services, location, facilities, or other descriptive information as appropriate.)

Population forecast and design options for expanded inmate capacity at the Cass County

The Owner and Architect agree as follows.

#### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

**User Notes:** 

#### TABLE OF ARTICLES

- 1 ARCHITECT'S RESPONSIBILITIES
- 2 OWNER'S RESPONSIBILITIES
- 3 COPYRIGHTS AND LICENSES
- 4 CLAIMS AND DISPUTES
- 5 TERMINATION OR SUSPENSION
- 6 COMPENSATION
- 7 MISCELLANEOUS PROVISIONS
- 8 SPECIAL TERMS AND CONDITIONS
- 9 SCOPE OF THE AGREEMENT

#### ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

§ 1.1 The Architect shall provide the following professional services:

(Describe the scope of the Architect's services or identify an exhibit or scope of services document setting forth the Architect's services and incorporated into this document in Section 9.2.)

Provide forecast and design options for expanded inmate capacity at the Cass County Jail. See Exhibit 'A' – Klein McCarthy Architects RFP Response

- § 1.1.1 The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.
- § 1.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.
- § 1.3 The Architect identifies the following representative authorized to act on behalf of the Architect with respect to the Project.

(List name, address, and other contact information.)

Scott W. Fettig, AIA Klein McCarthy & Co., LTD dba Klein McCarthy Architects 6465 Wayzata Boulevard Suite 410 St. Louis Park, MN 55426

Direct: (952) 908-9995 Telephone: (952) 908-9990 Facsimile: (952) 908-9991

Email: scott.fettig@kleinmccarthy.com

§ 1.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

**User Notes:** 

- § 1.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 6.2.3.
- **§ 1.5.1** Commercial General Liability with policy limits of not less than One Million Five Hundred Thousand Dollars (\$1,500,000.00) for each occurrence and Three Million Dollars (\$3,000,000.00) in the aggregate for bodily injury and property damage.
- § 1.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Five Hundred Thousand Dollars (\$ 1,500,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.
- § 1.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 1.5.1 and 1.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.
- § 1.5.4 Workers' Compensation at statutory limits.
- § 1.5.5 Employers' Liability with policy limits not less than Five Hundred Thousand (\$ 500,000.00) each accident, Five Hundred Thousand (\$ 500,000.00) each employee, and One Million Dollars (\$ 1,000,000.00) policy limit.
- § 1.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million Dollars (\$ 2,000,000.00 ) per claim and Four Million Dollars (\$ 4,000,000.00 ) in the aggregate.
- § 1.5.7 Additional Insured Obligations. If requested by the Owner, to the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella polices for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.
- § 1.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 1.5.
- § 1.6 The Architect agrees that during the performance of this Agreement, no person shall, on the grounds of race, color, religion, age, sex, sexual orientation, disability, marital status, public assistance status, creed or national origin be excluded from full employment rights in, participation in, be denied the benefits of or be otherwise subjected to discrimination under any applicable federal and state laws against discrimination.

#### ARTICLE 2 OWNER'S RESPONSIBILITIES

- § 2.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.
- § 2.2 The Owner identifies the following representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services. (List name, address, and other contact information.)

Robert Wilson, County Administrator

**User Notes:** 

Cass County P.O. Box 2806 Fargo, ND 58108-2806 Telephone: (701) 241-5770

Facsimile: (701) 297-5776

Email: wilsonro@casscountynd.gov

- § 2.3 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.
- § 2.4 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.
- § 2.5 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.
- § 2.6 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

#### ARTICLE 3 COPYRIGHTS AND LICENSES

- § 3.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.
- § 3.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.
- § 3.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for the purposes of evaluating, constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 5 and Article 6. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 5.4, the license granted in this Section 3.3 shall terminate.
- § 3.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 3.3.1. The terms of this Section 3.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 5.4.
- § 3.4 Except for the licenses granted in this Article 3, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the

Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 3.5 Except as otherwise stated in Section 3.3, the provisions of this Article 3 shall survive the termination of this Agreement.

#### ARTICLE 4 CLAIMS AND DISPUTES

#### § 4.1 General

- § 4.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 4.1.1.
- § 4.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.
- § 4.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 5.7.

#### § 4.2 Mediation

- § 4.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.
- § 4.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.
- § 4.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.
- § 4.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 4.2, the method of binding dispute resolution shall be the following: (Check the appropriate box.)

[X]	Arbitration pursuant to Section 4.3 of this Agreement
[ ]	Litigation in a court of competent jurisdiction
[ ]	Other (Specify)

**User Notes:** 

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

#### § 4.3 Arbitration

- § 4.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.
- § 4.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.
- § 4.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.
- § 4.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

#### § 4.3.4 Consolidation or Joinder

- § 4.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).
- § 4.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.
- § 4.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 4.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.
- § 4.4 The provisions of this Article 4 shall survive the termination of this Agreement.

#### ARTICLE 5 TERMINATION OR SUSPENSION

- § 5.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.
- § 5.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

**User Notes:** 

- § 5.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.
- § 5.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.
- § 5.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.
- § 5.6 If the Owner terminates this Agreement for its convenience pursuant to Section 5.5, or the Architect terminates this Agreement pursuant to Section 5.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.
- § 5.7 In addition to any amounts paid under Section 5.6, if the Owner terminates this Agreement for its convenience pursuant to Section 5.5, or the Architect terminates this Agreement pursuant to Section 5.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

Compensation of Architect's services and expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of services not performed by the Architect.

.2 Licensing Fee, if the Owner intends to continue using the Architect's Instruments of Service:

Mutually agreed upon sum.

§ 5.8 Except as otherwise expressly provided herein, this Agreement shall terminate (Check the appropriate box.)

[ ]	One year from the date of commencement of the Architect's services
r 1	One year from the date of Substantial Completion

[X] Other

(Insert another termination date or refer to a termination provision in an attached document or scope of service.)

Upon presentation to the County Board of the Final Report.

§ 5.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 3 and Section 5.7.

#### ARTICLE 6 COMPENSATION

§ 6.1 The Owner shall compensate the Architect as set forth below for services described in Section 1.1, or in the attached exhibit or scope document incorporated into this Agreement in Section 9.2.

(Insert amount of, or basis for, compensation or indicate the exhibit or scope document in which compensation is provided for.)

Fee to be a total Lump Sum of Seventeen Thousand Nine Hundred Dollars (\$17,900.00) including Reimbursable Expenses per Exhibit 'A'.

**User Notes:** 

#### § 6.2 Compensation for Reimbursable Expenses

§ 6.2.1 Reimbursable Expenses for mileage and printing of Eight (8) final reports is included in the Lump Sum fee per Page 42 of the KMA RFP response – Exhibit 'A'. Beyond these, the reimbursables are in addition to compensation set forth in Section 6.1 and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets:
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling and delivery;
- **.6** Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- 8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and
- .12 Other similar Project-related expenditures.
- § 6.2.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Zero percent (0 %) of the expenses incurred.
- § 6.2.3 Architect's Insurance. If the types and limits of coverage required in Section 1.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 1.5, and for which the Owner shall reimburse the Architect.)

No additional insurance coverages are required.

#### § 6.3 Payments to the Architect

#### § 6.3.1 Initial Payments

§ 6.3.1.1 An initial payment of Zero (\$ 0 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

#### § 6.3.2 Progress Payments

§ 6.3.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect. (Insert rate of monthly or annual interest agreed upon.)

- % Legal prevailing rate per annum.
- § 6.3.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.
- § 6.3.2.3 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

#### MISCELLANEOUS PROVISIONS

- § 7.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 4.3.
- § 7.2 Except as separately defined herein, terms in this Agreement shall have the same meaning as those in AIA Document A201<sup>TM</sup>\_2017, General Conditions of the Contract for Construction.
- § 7.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.
- § 7.4 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203<sup>TM</sup>-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.
- § 7.4.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203<sup>TM</sup>-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202<sup>TM</sup>–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.
- § 7.5 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.
- § 7.6 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.
- § 7.7 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.
- § 7.8 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 7.8 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 5.4.
- § 7.9 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 7.9.1. This Section 7.9 shall survive the termination of this Agreement.
- § 7.9.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively

for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 7.9.

§ 7.10 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

#### ARTICLE 8 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows: (Include other terms and conditions applicable to this Agreement.)

#### § 8.1 DISPUTE RESOLUTION

§ 8.1.1 Any claims, disputes, or other matters in question between the parties to this Agreement, arising of or relating to this Agreement, shall first be resolved between the parties. If any claims, disputes or other matters cannot be resolved between the parties, the parties shall attempt resolution through a certified mediator, as recognized by the Minnesota State Bar Association.

#### § 8.2 LIMITATION OF LIABILITY:

§ 8.2.1 To the fullest extent permitted by law, the total liability, in the aggregate, of Architect and Architect's officers, directors, employees, agents, and consultant to Owner and anyone claiming by, through or under Owner, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to Architect's services, the Project or this Agreement, from any cause or causes whatsoever, including but not limited to, negligence, strict liability, breach of contract or breach or warranty shall not exceed the total compensation received by Architect under this Agreement.

#### ARTICLE 9 SCOPE OF THE AGREEMENT

§ 9.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

- § 9.2 This Agreement is comprised of the following documents identified below:
  - .1 AIA Document B102<sup>TM</sup>\_2017, Standard Form Agreement Between Owner and Architect
  - .2 AIA Document

(Paragraphs deleted)

B203<sup>TM</sup>\_2017, Standard Form of Architect's Services: Site Evaluation and Project Feasibility.

.3 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

las dalati

(Paragraphs deleted)

Other Exhibits incorporated into this Agreement:

(Clearly identify any other exhibits incorporated into this Agreement.)

- [X] Exhibit 'A' Klein McCarthy Architects RFP Response dated December 6, 2021
- [X] Exhibit 'B' Hourly Rates(for approved additional services)
- [X] Exhibit 'C' County RFP Data Cass County Jail Additional Housing Needs: The Case for Allocating Federal COVID Funds.

#### .4 Other documents:

the Agreement.)	duding the Architect's scope of services document, hereby incorporated into General Liability, Umbrella Liability, Professional Liability and Automobile
Certificate of Insurance – V	Vorkers Compensation
This Agreement entered into as of the day	Sant No Jour
OWNER (Signature)	ARCHITECT (Signature)
(Printed name and title)	Scott W. Fettig, President (Printed name, title, and license number, if required)

### Standard Form of Architect's Services: Site Evaluation and Project Feasibility

for the following **PROJECT**:

(Name and location or address)

Population Forecast and design Options for Expanded Inmate Capacity at the Cass County Jail.

Fargo, ND

#### THE OWNER:

(Name, legal status and address)

Cass County 211 South 9<sup>th</sup> Street Fargo, ND 58103

Telephone: (701) 241-5770 Facsimile: (701) 297-5776

#### THE ARCHITECT:

(Name, legal status and address)

Klein McCarthy & Co., Ltd. dba Klein McCarthy Architects

6465 Wayzata Boulevard

Suite 410

St. Louis Park, MN 55426 Telephone: (952) 908-9990 Facsimile: (952) 908-9991

#### THE AGREEMENT

This Standard Form of Architect's Services is part of the accompanying Owner-Architect Agreement (hereinafter, together referred to as the Agreement) dated the 21 day of December in the year Two Thousand Twenty-One 2021.

(In words, indicate day, month and year.)

#### TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 SITE EVALUATION AND PROJECT FEASIBILITY SERVICES
- 3 ADDITIONAL SERVICES
- 4 OWNER'S RESPONSIBILITIES
- 5 COMPENSATION
- 6 SPECIAL TERMS AND CONDITIONS

#### ARTICLE 1 INITIAL INFORMATION

§ 1.1 The Architect's services are based on the Initial Information set forth in this Article 1. (For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

#### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document provides the Architect's scope of services only and must be used with an Owner-Architect agreement. It may be attached as an exhibit to AIA Document B102™–2017, Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services or used with AIA Document G802™–2017, Amendment to the Professional Services Agreement, to create a modification to any Owner-Architect agreement.

#### § 1.1.1 Site(s) to be evaluated:

(Identify the site or sites to be evaluated by the Architect and existing buildings that are a part of the evaluation.)

Existing Cass County Jail site located at 450 34th Street South, Fargo, ND 58103.

#### § 1.1.2 The Owner's Development Objectives:

(Identify the Owner's program for the Project or otherwise state the Owner's Development Objectives for the Project in terms of space requirements, anticipated structures, site features, sustainable objectives, and other relevant information.)

Population Forecast and design options for expanded inmate capacity at the Cass County Jail.

§ 1.1.3 The Architect shall retain the following consultants:

(List name, discipline, address, and other information.)

Bill Garnos, Jail Consultant – 2204 NE 75<sup>th</sup> Terrace, Gladstone, MO 64118. Construction Engineers Inc. – 35 4<sup>th</sup> Street North, Suite 202, Fargo, ND 58102.

§ 1.1.4 Other Initial Information on which the Architect's services are based:

(List below other information that will affect the Architect's performance, such as the Owner's contractors and consultants, existing entitlements for land use or construction, existing encumbrances to land use, the Owner's budget for the Project, authorized representatives, and Owner confidentiality requirements.)

County provided RFP data - see Exhibit 'C'

§ 1.1.5 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation.

#### ARTICLE 2 SITE EVALUATION AND PROJECT FEASIBILITY SERVICES

- § 2.1 The Architect shall manage the Site Evaluation and Project Feasibility Services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.
- § 2.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.
- § 2.3 The Architect shall prepare, and periodically update, a schedule of Site Evaluation and Project Feasibility Services that identifies milestone dates for decisions required of the Owner, services furnished by the Architect, and completion of documentation to be provided by the Architect. The Architect shall coordinate the schedule of Site Evaluation and Project Feasibility Services with the Owner's Project schedule.
- **§ 2.4** The Architect shall submit documents regarding the Site Evaluation and Project Feasibility Services to the Owner at appropriate intervals for purposes of evaluation and approval by the Owner. The Architect shall be entitled to rely on approvals received from the Owner to complete the Site Evaluation and Project Feasibility Services.
- § 2.5 The Architect shall prepare a site evaluation and feasibility report based on the Architect's services selected in Section 2.6. The report may incorporate written or graphic materials, and shall include:
  - .1 an executive summary,
  - documentation of the methodology used to conduct the Architect's services,
  - .3 the Owner's Development Objectives,
  - .4 relevant facts upon which the report is based,
  - .5 conclusions and recommendations, and

§ 2.6 The Architect shall provide the listed Site Evaluation and Project Feasibility Services only if specifically designated below as the Architect's responsibility. Unless otherwise specifically addressed in the Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Site Evaluation and Project Feasibility Service is not being provided.

(Designate the Architect's Site Evaluation and Project Feasibility Services and the Owner's Site Evaluation and Project Feasibility Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Site Evaluation and Project Feasibility Service.)

Services		Responsibility (Architect, Owner or Not Provided)
§ 2.6.1	Preliminary assessment of Owner's Development Objectives	Architect
§ 2.6.2	Site evaluation	Architect
§ 2.6.3	Identification of environmental requirements	Not Provided
§ 2.6.4	Site context description	Not Provided
§ 2.6.5	Cultural factor assessment	Not Provided
§ 2.6.6	Historic resource inventory	Not Provided
§ 2.6.7	Building evaluation	Not Provided
§ 2.6.8	Conceptual drawings	Architect
§ 2.6.9	Estimate of the cost of the Work	Architect
§ 2.6.10	Public hearings and meetings	Not Provided
§ 2.6.11	Other Site Evaluation and Project Feasibility Services	Not Provided

#### § 2.7 Description of Services

A brief description of each Site Evaluation and Project Feasibility Service is provided below.

(If necessary, attach as an exhibit, or provide in Section 2.7, expanded or modified descriptions of the Site Evaluation and Project Feasibility Services listed below.)

- § 2.7.1 Preliminary Assessment of Owner's Development Objectives. Provide a preliminary assessment of the Owner's Development Objectives and identify constraints and opportunities that will impact them.
- § 2.7.2 Site Evaluation. Evaluate the site by, as applicable: (1) performing on-site observations; (2) assessing the physical characteristics of the site; (3) assessing codes, ordinances, and regulations that impact the Owner's Development Objectives; (4) assessing utilities available to the site; and (5) assessing the access, circulation, and parking for the site. The Architect shall make recommendations to the Owner based on its site evaluation.

(Paragraphs deleted)

- § 2.7.8 Conceptual Drawings. Prepare conceptual development drawings based on the Owner's Development Objectives. The drawings may show, as the Architect deems appropriate, land use, building placement, access and circulation of vehicles and pedestrians, parking, utilities, site drainage, landscaping, and development phasing.
- § 2.7.9 Estimate of the Cost of the Work. Based on the Conceptual Drawings and other services provided, prepare an estimate of the cost of the work for the development of the site.

(Paragraphs deleted)

#### ARTICLE 3 ADDITIONAL SERVICES

§ 3.1 Additional Services may be provided after execution of the Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Article shall entitle the Architect to compensation pursuant to Section 5.2 and an appropriate adjustment in the Architect's schedule.

- § 3.2 The Architect shall provide Site Evaluation and Project Feasibility Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:
  - .1 Two (2) in person meetings and Three (3) virtual meetings with the Owner or the Owner's consultants
  - .2 One (1) visits to the site by the Architect
  - .3 Zero 0) presentations of any portion of the Services to third parties as requested by the Owner
  - Zero (0 preparation for, and attendance at, public hearings and meetings

#### ARTICLE 4 OWNER'S RESPONSIBILITIES

- § 4.1 The Owner shall provide the Architect with information necessary to perform the Site Evaluation and Project Feasibility Services, which may include a program or other Owner-provided information regarding the development objectives for the Project. If necessary, the Owner shall provide the services of a surveyor, geotechnical engineer, or environmental consultant.
- § 4.2 The Owner shall provide the Architect with any available previous studies, data, reports, surveys, or other documents which have a direct bearing on the Site Evaluation and Project Feasibility Services.
- § 4.3 The Owner shall provide access to the property and buildings as necessary for the Architect to complete the Site Evaluation and Project Feasibility Services.

#### ARTICLE 5 COMPENSATION

- § 5.1 If not otherwise specifically addressed in the Agreement, the Owner shall compensate the Architect for the Site Evaluation and Project Feasibility Services described in Article 2 as follows: (Insert amount of, or basis for, compensation.)
- § 5.2 For Additional Services that may arise during the course of the Project, including those under Section 3.2, the Owner shall compensate the Architect as follows: (Insert amount of, or basis for, compensation.)

Compensation shall be based on a negotiated lump sum or published hourly rates of the firm(s) staff requested plus associated expenses. See Exhibit '\_B\_' - Hourly Rates.

- 6.1 The Owner shall compensate the Architect as set forth below for services described in Section 1.1, or in the attached exhibit or scope document incorporated into this Agreement in Section 9.2.
- § 5.3 Compensation for Additional Services of the Architect's consultants, when not included in Section 5.2, shall be the amount invoiced to the Architect plus Fifteen percent (15 %), or as otherwise stated below:

#### ARTICLE 6 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Standard Form of Architect's Services: Site Evaluation and Project Feasibility are as follows:

Not Applicable





# **Cass County**

Architectural Services for the

Population Forecast and Design Options for Expected Inmate Capacity at the Cass County Jail

Fargo, North Dakota

December 6, 2021





December 6, 2021

Robert Wilson, County Administrator Cass County 211 South 9th Street Fargo, ND 58103-1833

Re: Invitation to Bid

Population Forecast and Design Options for Expanded Inmate Capacity at the Cass County Jail Architectural Masterplanning Services

Dear Mr. Wilson:

Klein McCarthy Architects (KMA) greatly appreciates the opportunity to present you with our Team's qualifications to provide professional services relating to the Population Forecast and Design Options for Expanded Inmate Capacity at the Cass County Jail Masterplan. We are confident that we can be the strategic partner you need to provide an effective Masterplan that will be delivered to the County Board and county residents in the most convenient, efficient, and cost-conscious manner.

Since its founding in 1977, Klein McCarthy Architects has maintained a special focus on government and judicial facilities planning and design. We feel the keys to our success have been our client commitment and the active, consistent involvement and leadership of senior professionals from start to finish in all aspects of planning, design, and construction.

We understand the **importance of listening to the needs of our clients** and involving them in the process to help build consensus and achieve results that will support the needs of the community. We work in a **collaborative manner** that invites input and involvement through each step of the study and design process. Our team has a **proven track record** of assisting North Dakota, South Dakota, and Minnesota counties in providing jail, law enforcement and courts facilities which meet the needs of users while respecting and adhering to budgetary goals.

Klein McCarthy Architects (KMA) has past working experience with the County jail. That experience includes the Jail Booking Study completed in 2018, the Jail Emergency Housing study completed in 2020, and the current Jail Booking expansion and remodeling project.

Our Team consists of national consultant Bill Garnos for the inmate population projections and Construction Engineers Inc. a local Construction Management firm to provide the cost estimating.

The KMA proposal is valid for consideration by the County for 120 days from the proposals due date.

We believe the Klein McCarthy Architects' Team is the right strategic partner to provide Cass County with a complete feasibility study for the Population Forecast and Design Options for Expanded Inmate Capacity at the Cass County Jail Masterplan. Thank you for taking the time to review our proposal.

Sincerely,

Scott W. Fettig, AIA

President

scott.fettig@kleinmccarthy.com

(952) 908-9990

Enclosure: 6 hard copies of the Invitation to Bid response



# CASS COUNTY ADMINISTRATION DEPARTMENT SPECIFICATIONS FOR

## POPULATION FORECAST AND DESIGN OPTIONS FOR EXPANDED INMATE CAPACITY AT THE CASS COUNTY JAIL

Bidder's Instructions: Provide proposal for developing an inmate population forecast at the Cass County Jail over the next 10-15 years and concept level design options and budget estimate required to provide the needed capacity.

The intent of this specification is to describe the current needs at the Cass County Jail. Staff and administrators at the 348bed facility located in Fargo, North Dakota are challenged to meet the inmate housing needs in a fast-growing community that has not added inmate beds since 2007. Increasingly the current jail capacity is not adequate to meet the intake needs of local law enforcement agencies and the warrant needs of the Cass County Sheriff's Office and the detention needs of the local court system.

The successful bidder will prepare an inmate population forecast for the Cass County Jail over the next 10-15 years and utilize an understanding of corrections industry best practices and designs to recommend Cass County Jail expansion options to meet the needs. It is anticipated this project will be completed in 2022 and 2023.

CONTRACTOR: Klein McCarthy & Co. Ltd. dba Klein McCarthy Architects

TELEPHONE:	952-908-99	90	EMAIL	scott.fettig@kleinmccarthy.com
COMPLETION	TIMEFRAME	E AFTER REC	EIPT OF ORDER:_	120 Days
			Bid Re	sponse
Item No. 1	Population Jail.	n Forecast a	nd Design Option	ns for Expanded Inmate Capacity at the Cass Count
		s	1790.00 sf	17,900.00
BUSINESS N	AME: Kle	in McCarthy A	rchitects	20
CITY AND ST	ATE: St.	Louis Park, Mir	nnesota	ZIP CODE: 55426
		-908-9990		_TOLL FREE:
PHONE NUM	BER: 952	. 500 5550		
PHONE NUM		88200000		E-MAIL: scott.fettig@kleinmccarthy.com



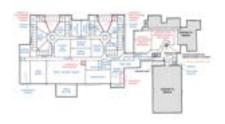
## O. Table of Contents

0.	COVER LETTER	01
0.	BID RESPONSE FORM	03
0.	TABLE OF CONTENTS	04
1.	FIRM BACKGROUND  • Expertise  • Experience  • KMA Resumes  • Bill Garnos Resume  • Construction Engineers Resumes  • Attributes that Distinguish KMA	05 06 07 08 10 15
2.	PROJECT UNDERSTANDING AND METHODOLOGY	18
3.	<ul> <li>Experience - Needs Facility Assessments and Planning Studies</li> <li>Clay County</li> <li>St. Croix County</li> <li>Mountrail County</li> <li>Rice County</li> <li>Becker County</li> <li>Experience - Studies and Predesigns</li> <li>Experience - Jails</li> <li>Cass County</li> <li>Clay County</li> </ul>	28 28 29 30 31 32 33 34 35 36 37
	<ul> <li>Blue Earth County</li> <li>Polk County</li> <li>Chisago County</li> <li>Williams County</li> <li>Design Fees</li> </ul>	38 39 40 41 42
4.	DESIGN FEES  • Bill Garnos Data	<b>42</b> 44
5.	PROJECT SCHEDULE	46
6.	REFERENCES	48













### 1. Company Profile - Klein McCarthy Architects

#### KLEIN MCCARTHY ARCHITECTS

Company: Klein McCarthy & Co., Ltd.

dba Klein McCarthy Architects

Address: 6465 Wayzata Boulevard

Suite 410

St. Louis Park, MN 55426

Phone: (952) 908-9990

Founding Date: 1977

Legal Status S Corporation

Ownership: Sole Proprietor - Scott Fettig

Firm Size: 11 Employees

Website: www.kleinmccarthy.com



#### FIRM HISTORY

Klein McCarthy Architects, since its founding in 1977, has maintained a special focus on justice and government facility planning and design. One key to our success in these assignments is the active involvement and leadership of senior professionals in the firm from start to finish. This leadership carries through to all aspects of our planning, design and construction efforts.

#### PROFESSIONAL ORGANIZATION

Klein McCarthy Architects' work is entirely comprised of public sector architecture, it is both our primary focus and main area of expertise. Our special focus is on Justice projects with additional expertise in county and governmental architecture and planning. Our team has regional and national experience in the public sector and can bring a wealth of experience with governmental organizations of varying sizes and configurations. Our team includes recognized leaders in the fields of the specialties below:

- Needs Assessments, Programming and Masterplanning
- Jail Planning, Staffing and Design
- Justice Planning and Programming
- Detention Design

- Law Enforcement Planning, Programming and Design
- Courts and Courts Support Assessments, Planning, Programming and Design
- Juvenile Detention Planning and Design

We work as a team to utilize the individual talents of each team member. You can expect continuity of your project team from start to finish, with support staff introduced as their unique talents are required. We are committed to sustainability and conservation both in our design features and in our efficient space planning concepts. Klein McCarthy Architects uses updated technology and software advances to ensure that the most efficient methods in the industry are available to our clients. Our commitment to client satisfaction has resulted in long-term relationships and repeat business with many clients.



Klein McCarthy Architects is a full service architectural firm providing a comprehensive range of services to assist our clients with all stages of project development from concept through post construction. Our professional staff and consulting specialists will work with you to determine your facility needs and ensure that the final design will meet your goals and budget.

Our services extend from a variety of small to large-scale projects, and are scalable to meet your needs. Our commitment on every project is to provide a personal and individualized level of service.

## FACILITY PLANNING / NEEDS ASSESSMENT

- Master planning
- Inmate population projections
- Staffing projections
- Existing facility assessment
- Development planning
- Space programming
- Security/Technology analysis
   & planning
- Public presentations
- Project budget analysis
- Court Case Load analysis

#### **ARCHITECTURE**

- Feasibility studies
- Site analysis & selection
- Architectural design
- Computerized graphics
- Construction documents
- 3D Renderings

#### **SECURITY CONSULTING**

- Security analysis & design
- Security control system
- Detention facility design
- Detention equipment system selection
- Alternative comparisons

#### **INTERIOR PLANNING**

- Space planning
- Work station studies
- Color and materials selection

#### **CODE ANALYSIS**

- Building codes
- Fire, life and safety codes
- Accessibility / ADA

#### **COST CONTROL SERVICES**

- Project management
- Cost estimating
- Schedule / phasing analysis
- Value engineering

#### **CONSTRUCTION DELIVERY SERVICES**

- Project scheduling
- Bidding / Contractor analysis
- On-site reviews
- Full-time observation
- Fast-track scheduling
- Construction cost management

#### **POST-OCCUPANCY SERVICES**

- One year evaluation
- Warranty analysis



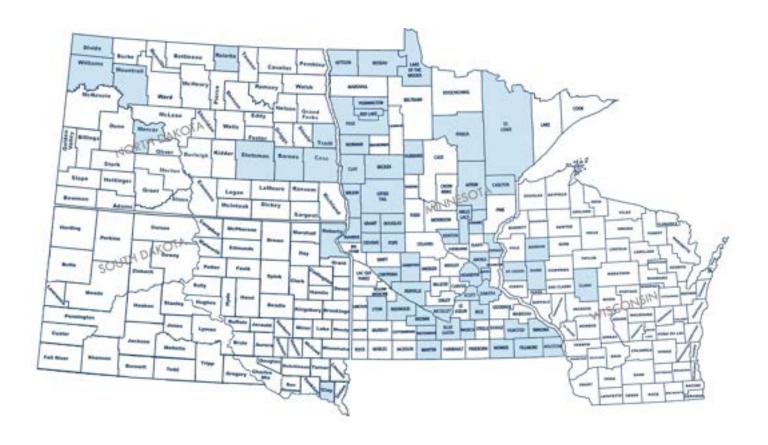








Klein McCarthy Architects has performed on over 400 County and State studies, predesigns and projects for jails, public safety facilities, courts and court support, law enforcement centers, and correctional facilities throughout the Midwest. The regional map (North Dakota, Minnesota, South Dakota, and Wisconsin) below identifies the counties for which we have provided services.





# Scott Fettig, AIA, NCARB Klein McCarthy Architects - 18 Years With KMA

Principal-In-Charge / Project Manager

Since partnering into Klein McCarthy Architects in 2004 and assuming full ownership in 2006, Scott has managed the firm based on one key principle - client service. Scott has over 34 years of architectural experience with the past 32 years focused on justice projects. He has devoted his talents to designing functional and operationally efficient justice facilities, including justice centers, jails, prisons, courthouses, law enforcement centers and social service offices.

His leadership and management experience on complex projects helps clients make informed decisions and manage their budgets effectively. The ability to bring projects in under budget, without clients sacrificing their long term goals, makes him an asset to every team. His experience managing a multi-discipline regional office for a national firm helps him bring to every project the high level of coordination needed for today's complex buildings.

#### **Representative Study Experience:**

Cass County Jail Booking Masterplan Fargo, ND

Clay County Jail, Joint LEC & Site Masterplanning Moorhead, MN

Becker County Jail & LEC Study Detroit Lakes, MN

Williams County Jail Expansion Study Williston, ND

Mountrail County Justice Center Programming and Predesign Stanley, ND

Stutsman County Jail Feasibility Study Jamestown, ND

St. Croix County Campus Masterplan Hudson, WI

Chippewa County Masterplanning Montevideo, MN

#### Representative Project Experience:

Barnes County Jail Valley City, ND

Clay County Jail & Joint LEC Moorhead, MN

Becker County Jail Detroit Lakes, MN

Williams County Jail/LEC Expansion Williston, ND

Mountrail County Justice Center Stanley, ND

Itasca County Jail and LEC Grand Rapids, MN

Carlton County Justice Center Carlton, MN

Rice County Public Safety Center Faribault, MN

Chisago County Jail & LEC Center City, MN



#### **EDUCATION**

Bachelor of Architecture Business Administration (Minor) Interior Design (Minor) North Dakota State University - 1987

#### **REGISTRATION**

Licensed in MN, ND, SD, WI, NCARB

#### **AFFILIATIONS**

American Institute of Architects Minnesota Sheriff's Association

#### **AWARDS**

2017 - Gold Award from ND Ready-Mix & Concrete Products Association - Williams County Jail and LEC Addition

2010 - AIA Justice Facilities Review -Blue Earth County Justice Center

2009 - ABC - Exterior Masonry and Precast - Kanabec County Jail

#### CONTACT

6465 Wayzata Boulevard, Suite 410 St. Louis Park, MN 55426

Office: 952.908.9990 Direct: 952.908.9995

Email:

scott.fettig@kleinmccarthy.com



### Danielle Reid Klein McCarthy Architects - 14 Years With KMA Senior Project Architect

Danielle Reid is a planner and designer who has spent her career focused on public sector and justice architecture. Her experience taking projects from early schematic planning through construction administration has given her a practical knowledge of all aspects of the design process. Danielle has worked closely with clients and government entities throughout the region to produce successful public facilities.

Danielle's rigorous design skills and ability to efficiently coordinate consultants and technical staff make her a valuable team member. As project architect on this project she will work closely with consultants to ensure their work proceeds and



EDUCATION
Bachelor of Architecture
Iowa State University

#### AWARDS 2017 ND RMCA Gold Award -

2017 ND RMCA Gold Award - Williams County Jail and LEC

2010 - AIA Justice Facilities Review -Blue Earth County Justice Center

2009 ABC - Exterior Masonry and Precast - Kanabec County Jail

#### **Representative Study Experience:**

Cass County Jail Booking Masterplan Fargo, ND

Clay County Jail, Joint LEC & Site Masterplanning Moorhead, MN

Becker County Jail & LEC Study Detroit Lakes, MN

Williams County Jail Expansion Study Williston, ND

Rolette County Jail & LEC Programming and Predesign Rolla, ND

St. Croix County Campus Masterplan Hudson, WI

Chippewa County Masterplanning Montevideo, MN

Barnes County Jail Valley City, ND

#### Representative Project Experience:

Clay County Jail & Joint LEC Moorhead, MN

Becker County Jail Detroit Lakes, MN

Williams County Jail/LEC Expansion Williston, ND

Mountrail County Justice Center Stanley, ND

Itasca County Jail and LEC Grand Rapids, MN

Carlton County Justice Center Carlton, MN

Rice County Public Safety Center Faribault, MN

Chisago County Jail & LEC Center City, MN

#### CONTACT

6465 Wayzata Boulevard, Suite 410 St. Louis Park, MN 55426

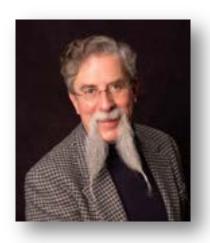
Office: 952.908.9990 Direct: 952.955.9389

E-mail:

danielle.reid@kleinmccarthy.com



**BILL GARNOS RESUME** 



#### **BILL GARNOS**

2204 NE 75th Terrace Gladstone, Missouri 64118 816-468-8445 bgarnos@gmail.com

#### JAIL AND PRISON CONSULTING EXPERIENCE

Nationally recognized jail and prison consultant. Directed or assisted with jail consulting projects for more than 100 cities and counties in 27 states.

Specialized in the development of needs assessment studies, inmate population trends and projections, regional jail feasibility studies, staffing, facility evaluations, operational cost studies, space programming, standards compliance, alternatives to incarceration, and the activation of new facilities and offender programs.

Served as an expert witness in federal court on jail conditions, inmate violence, and overcrowding. Completed the Planning of New Institutions (PONI) program at the National Institute of Corrections (NIC), and NIC training on Objective Jail Classification.

Contributor to the book *Correctional Facility Design and Detailing*, and updated a study for the NIC entitled *Managing Long-Term Inmates: A Guide for the Correctional Administrator*. Presented a workshop on planning new jails for the Kansas Association of Counties, and served as Moderator for a panel discussion on regional jails at the American Institute of Architects (AIA) conference on *Justice Facility Partnerships: Leading Edge Collaboration and Technology*.

- **Jail Consultant** (self-employed) from 2004 to 2007, and 2009 to present.
- **Senior Justice Planner** for DLR Group from 2007 to 2009.
- Senior Program Manager for The Facility Group, Justice Division, from 1998 to 2004.
- Vice President of CSG Consultants from 1995 to 1998.
- Senior Criminal Justice Planner for Correctional Services Group (CSG) from 1989 to 1995.



Assisted with inmate trends, projections, and the forecast of capacity needs for three state Departments of Corrections, including Vermont (2021), Alabama (2007), and Delaware (1995).



**BILL GARNOS RESUME** 

#### SOUTH DAKOTA STATE GOVERNMENT EXPERIENCE

Over seven years' experience in state government in South Dakota. Served on the Governor's staff through two administrations as a Management Analyst, the Executive Policy Analyst for Corrections, and as the State Project Director for Corrections. Later served as the Executive Assistant to the Secretary of the Department of Corrections, assisting with the overall administration and management of South Dakota's juvenile and adult correctional institutions, and parole services.

Coordinated the expansion of the state prison system, including the conversion of the University of South Dakota at Springfield into a medium-security prison with vocational training for inmates. Monitored compliance with federal court orders on conditions of confinement and overcrowding at the State Penitentiary. Prepared quarterly monitoring reports for the federal court.

Coordinated the implementation of an intensive probation program with the Unified Judicial System, and an intensive parole program for the Board of Pardons & Paroles, to assist with the management of the state prison population.

Coordinated passage of a state constitutional amendment to reorganize South Dakota's correctional institutions and state hospitals into a cabinet-level Department of Corrections and Department of Human Services.

- Executive Assistant to the Secretary of the Department of Corrections in 1989.
- State Project Director for Corrections in the Office of the Governor from 1987 to 1989.
- Management Analyst in the Executive Office of the Board of Charities and Corrections from 1986 to 1987.
- Executive Policy Analyst for State Government Operations in the Office of the Governor from 1984 to 1986.
- **Executive Policy Analyst** for the Governor's Bureau of Intergovernmental Relations from 1983 to 1984.
- Researcher / Planner for the Department of Public Safety from 1982 to 1983.

#### **CIVIC ACTIVITIES**

- Current City Councilman and Mayor Pro Tem for the City of Gladstone, Missouri (City Council 2011 to present; Mayor 2018–2019 and 2015–2016; Mayor Pro Tem 2021–2022, 2017–2018, and 2014–2015).
- Gladstone Planning Commission (2007 to 2011; Chairman 2011; Vice Chairman 2009 and 2010).

#### **EDUCATION**

 Bachelor of Science degree in Criminal Justice from the University of South Dakota (USD) conferred in 1981. Served as President of the USD Student Association and President of the South Dakota Student Federation.



#### **JAIL AND PRISON CONSULTING PROJECTS**

- Lincoln County (Canton) and Minnehaha County (Sioux Falls), South Dakota — Inmate Population Trends and Projections (2021).
- Vermont Department of Corrections Bed Needs Projections (2020 2021).
- Keith County (Ogallala), Nebraska Jail Needs Assessment Study (2020).
- Platte County (Platte City), Missouri Inmate Population Trends and Projections (2019).
- Grand County (Hot Sulphur Springs), Colorado
   Inmate Population Projections (2019).
- Warren County (Monmouth), Illinois Inmate Trends and Projections (2019).
- Arapahoe County (Littleton), Colorado Inmate Population Projections (2018).
- Greene County (Springfield), Missouri Jail Population Study (2017), and Updates (2017, 2018, 2019, and 2020).
- Webster County (Marshfield), Missouri Jail Population Study (2015 – 2016).
- Codington County (Watertown), South Dakota
   — Jail Needs Assessment (2015 2016), and Updates (2017, 2018).
- Minnehaha County (Sioux Falls), South Dakota
   — Jail Master Plan (2014 2015), Inmate
   Population Forecast and Analysis Update (2013 • 2014), Updates (2016, 2017), Inmate Population
   Forecasting and Analysis (1999), and Jail
   Programming and Master Plan Report (1999).
- Macon County (Macon), Missouri Jail Study (2013).
- Hampton Roads Regional Jail (Cities of Norfolk, Newport News, Hampton, and Portsmouth), Virginia — Jail Planning Services (2012).
- Osborne County (Osborne), Kansas Jail Needs Assessment Study (2011 – 2012).
- Greene County (Paragould), Arkansas Jail Needs Assessment Study (2011).
- Clay County (Spencer), Iowa Jail Needs Assessment Study (2010).

- Mono County (Bridgeport), California Inmate Population Trends and Projections (2009).
- Hawaii Department of Public Safety Staffing Requirements for the Maui Regional Public Safety Complex (2009).
- Hawaii Department of Public Safety Staffing Requirements for the Oahu Community Correctional Center (2009).
- Clear Creek County (Georgetown), Colorado
   — Inmate Trends and Jail Expansion
   Recommendations (2009).
- Clinton County (Plattsburg), Missouri Financial Feasibility Study for a New Jail (2008).
- Oklahoma County (Oklahoma City), Oklahoma
   Detention Center Needs Assessment (2004 2005), Update (2007), and Updated Inmate Population Trends and Projections (2008).
- Cole County (Jefferson City), Missouri Jail Planning Study (2007).
- Alabama Department of Corrections Capacity Needs Plan (2007).
- Mills County (Glenwood), Iowa Inmate Population Projections (2007).
- Fulton County (Atlanta), Georgia Jail Long-Term Feasibility Study (2006).
- Southwest Iowa Regional Jail (Mills, Montgomery, and Fremont Counties) — Inmate Population Projections (2006).
- Chatham County (Savannah), Georgia Inmate Population Projections (2006).
- Miami County (Paola), Kansas Inmate Population Projections (2006).
- Loudoun County (Leesburg), Virginia Public Safety Site Master Plan (2006), and Community-Based Corrections Plan and Planning Study (2004 – 2005).
- San Benito County (Hollister), California Inmate Population Projections (2005).
- Montgomery County (Montgomery), Alabama
   — Inmate Capacity Requirements (2001) and Updated Projections (2005).
- Cobb County (Marietta), Georgia Inmate Population Forecast (1999) and Updated Projections (2005).



#### **BILL GARNOS RESUME**

- Taney County (Forsyth), Missouri Inmate Population Projections (2004).
- Dakota County (Dakota City), Nebraska Inmate Population Trends and Projections (2002) and Updated Projections (2004 – 2005).
- Hood County (Granbury), Texas Jail Needs Assessment / Master Plan (2004).
- Butler County (Butler), Pennsylvania Pre-Architectural Jail Planning and Site Selection (2003 – 2004).
- Davis County (Farmington), Utah Jail Needs Assessment Study (2003 – 2004).
- Bibb County (Macon), Georgia Law Enforcement Center Needs Assessment, Inmate Population Projections (2003).
- Kankakee County (Kankakee), Illinois Inmate Capacity Requirements (2001) and Updated Inmate Population Projections (2003).
- Calhoun County (Port Lavaca), Texas Jail Feasibility Study (2002) and Courthouse Needs Assessment Study (2002).
- Gordon County (Calhoun), Georgia Inmate Population Projections (2002).
- Cochise County (Bisbee), Arizona Jail Needs Assessment and Pre-Architectural Program (2001 2002).
- Rock County (Janesville), Wisconsin Correctional Needs Assessment Study (2000), Assessment of the Caravilla Facility (2001), and Expansion Pre-Design Program (2001 2002).
- Talladega County (Talladega), Alabama Inmate Population Projections (2001).
- Chesterfield County (Chesterfield), Virginia Jail Needs Assessment (1992), Community-Based Corrections Plan (2000 – 2001), and Jail Facility Planning Study (2000 – 2001).
- Bates County (Butler), Missouri Inmate Population Projections (2001).
- Riverside Regional Jail (Cities of Petersburg, Colonial Heights, and Hopewell, and the Counties of Chesterfield, Prince George, Surry, and Charles City), Virginia — Needs Assessment (1991), Inmate Population Projections (1994), and Expansion Feasibility Study (2001).
- Allen County (Iola), Kansas Inmate Population Projections (2000 – 2001).

- Adair County (Kirksville), Missouri Inmate Population Projections (2000).
- Neosho County (Erie), Kansas Inmate Population Projections (2000).
- Waupaca County (Waupaca), Wisconsin Jail Needs Assessment and Pre-Architectural Program (1999).
- Fayette County (Fayetteville), Georgia Inmate Population Projections (1998 – 1999).
- Cherokee County (Canton), Georgia Inmate Population Projections (1998).
- Hampton Roads Regional Jail (Cities of Norfolk, Newport News, Hampton, and Portsmouth), Virginia — Needs Assessment (1991, 1993), Facility Planning Study (1991, 1993 – 1994), Community-Based Corrections Plan (1993 – 1994), Security and Operations Plan (1996), and facility activation services (1996 – 1999).
- Shelby County (Memphis), Tennessee —
   Needs Assessment for the Expansion of the
   Criminal Justice Center (1996 1997), and
   expert witness in U.S. District Court in <u>Little v.</u>
   <u>Shelby County</u> involving conditions of
   confinement and inmate violence (1997, 2000).
- Becker, Clay, Clearwater, Hubbard, Mahnomen, Norman, Polk, Red Lake, and Wadena Counties, Minnesota — Nine-County Cooperative Detention Study (1999) and Regional Jail Construction Planning Study (2000).
- Boone County (Columbia), Missouri Jail Needs Assessment Study (1999, 2000, 2002), and Jail Staffing Study (1999).
- Johnson County (Iowa City), Iowa Inmate Population Projections and Jail Program (1999).
- Tazewell County (Tazewell), Virginia Community-Based Corrections Plan (1997 – 1999).
- Cass County (Harrisonville), Missouri Jail Needs Assessment and Facility Study (1998 – 1999).
- 4<sup>th</sup> Judicial Circuit (Atchison, Gentry, and Nodaway Counties), Missouri — Regional Jail Feasibility Study (1998).
- 43<sup>rd</sup> Judicial Circuit (Caldwell, Clinton, Daviess, DeKalb, Livingston, and Ray Counties), Missouri
   — Inmate Population Projections (1997).



#### **BILL GARNOS RESUME**

- Jefferson County (Birmingham), Alabama Inmate Population Projections (1997).
- 31<sup>st</sup> Judicial District (Allen, Neosho, and Woodson Counties), Kansas — Inmate Population Projections (1997).
- Adams County (Brighton), Colorado Jail Capacity Planning Study (1996).
- City of Richmond, Virginia Community-Based Corrections Plan (1994 – 1996).
- Virginia Peninsula Regional Jail (Cities of Williamsburg and Poquoson, and the Counties of York and James City), Virginia — Facility Planning Study (1993), and Security and Operations Plan (1995 – 1996).
- Erie County (Buffalo), New York Jail Facilities Evaluation (1995).
- State of Delaware Correctional System Master Plan (1995).
- Mercer County (Mercer), Pennsylvania Jail Capacity Assessment (1995).
- 28<sup>th</sup> Judicial Circuit (Barton, Cedar, Dade, and Vernon Counties), Missouri — Regional Justice Center Feasibility Study (1994 – 1995).
- City of Norfolk, Virginia Community-Based Corrections Plan (1994), and Facility Planning Study (1994).
- Baltimore County (Towson), Maryland Correctional Facility Study (1994).
- Camden County (Camdenton), Missouri Jail Needs Assessment Feasibility Study (1994).
- Laclede County (Lebanon), Missouri Inmate Population Projections (1994).
- Harvey County (Newton), Kansas Pre-Design Jail Planning Study (1993 – 1994).
- City of Chesapeake, Virginia Detention Needs Assessment (1990 – 1991), and Community-Based Corrections Plan (1993 – 1994).
- Peumansend Creek Regional Jail (Cities of Alexandria and Richmond, and the Counties of Arlington, Caroline, Loudoun, and Prince William), Virginia — Facility Planning Study (1993 – 1994).

- Pamunkey Regional Jail (Counties of Caroline and Hanover, and the Town of Ashland), Virginia — Facility Planning Study (1993).
- City of Farmington and San Juan County, New Mexico — Correctional Facility Evaluation (1993).
- Escambia County (Pensacola), Florida Inmate Population Projections (1993).
- Buchanan County (St. Joseph), Missouri Inmate Population Projections (1993).
- San Miguel County (Las Vegas), New Mexico Jail Site Evaluation (1991), and Pre-Design Space Program (1993).
- Philadelphia, Pennsylvania Operational and Architectural Program for the Curran Fromhold Correctional Facility (1992), and Physical Plant Standards for the Philadelphia Prison System (1992).
- Oneida County (Utica), New York Jail Needs Assessment (1992).
- St. Louis County (Clayton), Missouri Correctional Master Plan (1992).
- Highlands County (Sebring), Florida Inmate Population Projections (1992).
- Lyon County (Emporia), Kansas Inmate Population Projections and Pre-Architectural Space Program (1991 – 1992).
- Medina County (Medina), Ohio Inmate Population Projections (1992).
- Lincoln County (Hugo), Colorado Jail Pre-Design Program (1990 – 1991).
- Onondaga County (Syracuse), New York Inmate Transportation Analysis (1990).
- Richland, Knox, and Morrow Counties, Ohio Inmate Population Projections (1990).
- La Crosse County (La Crosse), Wisconsin Inmate Population Projections (1990).
- Jasper County (Joplin), Missouri Inmate Population Projections (1990).



#### **EXPERIENCE IN PROJECT MANAGEMENT**

Headquartered in Grand Forks, ND, Construction Engineers provides Project Management, Construction Management, and Design-Build Services. "Do Something Constructive" is more than a clever saying for the team at Construction Engineers; it is the founding principle for how our company approaches each and every day. Founded in 1978, Construction Engineers, Inc. is now under the leadership of Scott Kringstad and Jeff Melgaard.









#### Our Expertise:

- Provide early and accurate budgets for all design options
- Review documents and plans for constructibility
- Educate stakeholders on ND century code approved construction delivery methods and evaluate the best fit for the project
- Produce preliminary construction schedules

SELECTED PROJECT LIST	CITY	SIZE	COMPLETED
Beltrami County Master Planning	Bemidji, MN	•	In-Progress
Clay County Master Planning	Moorhead, MN	N/A	2020
West Central Regional Juvenile Center	Moorhead, MN	32,000 SF	2020
Clay County Correctional Center	Moorhead, MN	80,000 SF	2019
Clay County LEC	Moorhead, MN	60,000 SF	2018
Rolette County Jail & LEC	Rolla, ND	16,000 SF	2017
Divide County Courthouse	Crosby, ND	3,000 SF Remodel 26,000 SF Addition	2017
McKenzie Cty Combined LEC	Watford City, ND	94,000 SF	2017
Pembina Border Patrol Station	Pembina, ND	15,000 SF Office 15,000 SF Vehicle Storage	2015
McKenzie County Courthouse	Watford City, ND	19,000 SF Addition 20,000 SF Remodel	2014
Fort Totten LEC	Fort Totten, ND	5,910 SF Remodel 2,750 SF Addition	2013
Consolidated Security Forces Facility	Grand Forks AFB, ND	32,000 SF	2012
Northern Border Patrol Station	Grand Forks, ND	35,000 SF	2010
Grand Forks County Correctional Center	Grand Forks, ND	80,000 SF	2006



#### **CE TEAM RESUMES**



# **EDUCATION**University of North Dakota BS, Industrial Technology Emphasis Const. Management

# **EXPERIENCE** Industry - 25 years CE - 10 years

## **BEN MATSON** [Senior Project Manager]

Ben Matson joined the Project Management team at Construction Engineers in 2011 with 15 years of project management experience. Ben's experience ranges from bricklayer/concrete finisher to senior project manager on many correctional/law enforcement centers.

Ben has been working with Clay County for over five years on various projects including the Clay County Correctional Center. His knowledge of the Fargo-Moorhead construction market paired with his extensive correctional experience will prove invaluable to the project.

SELECTED PROJECT EXPERIENCE	PROJECT VALUE	DELIVERY METHOD
Beltrami County Master Planning	N/A	N/A
Clay County Master Planning	N/A	N/A
Clay County Correctional Center	\$29,900,000	CMAR
Clay County Law Enforcement Center	\$12,925,000	CMAR
West Central Regional Juvenile Center	\$9,500,000	CMAR
McKenzie County Combined Law Enforcement Center	\$37,788,000	CMAR



# **EDUCATION**North Dakota State University BS, Construction Management Minor in Business

# **EXPERIENCE** Industry - 16 years CE - 12 years

### **LANCE MONSON** [Design Phase Manager]

Lance Monson began his career with Construction Engineers as an intern in 2006, and upon graduating Lance joined Construction Engineers full time. Lance uses the Construction Engineers Sage/Timberline Estimating System to compute costs based on 20 years of history for projects executed in the state of North Dakota and Minnesota. Lance's understanding and knowledge of local and regional construction costs and his close relationship with the subcontractor community allow CE to provide timely and accurate cost estimates at any stage.

SELECTED PROJECT EXPERIENCE	PROJECT VALUE	DELIVERY METHOD
Beltrami County Master Planning	N/A	N/A
Clay County Correctional Center	\$29,900,000	CMAR
Clay County Law Enforcement Center	\$12,925,000	CMAR
West Central Regional Juvenile Center	\$9,500,000	CMAR
Pembina Border Patrol Station	\$13,241,000	CMAR

Klein McCarthy Architects has extensive experience working with local government agencies to produce lasting and effective solutions for the built environment. Over the past 10 years, our team has completed dozens of projects ranging from needs assessment/feasibility studies to multi-county Justice Centers. With a focus on the Upper Midwest region, Klein McCarthy has recently worked with both a number of North Dakota and Minnesota counties and the States of North Dakota and Minnesota to plan for the public safety and government needs of the future. Our extensive knowledge and experience in governmental planning and architecture gives us a unique ability to understand the needs of the public sector and meet our clients' budget and schedule goals.

Focus: With a specialty focus in Justice and Government Architecture, the Klein McCarthy design team is very familiar with security and operational challenges facing county facilities. Our team's experience working together on Justice and Correctional, and Government Service projects can help us to identify ways to improve from the early planning stages and add functional value to your facilities. With a majority of our work being done with counties, we understand the process and procedures necessary to complete effective planning studies and projects.

Relationships: No matter what your goals or where you are in the planning stages, Klein McCarthy has the right relationships to help you make informed decisions for the future. We work with local, regional and national planning, design and engineering consultants as well as regulatory agencies (such as the Department of Corrections and Rehabilitation) to make sure you have the right tools to plan and execute your vision.

Collaboration: We understand that a good study is a collaborative process that is only successful if it is approached without preconceived notions. Klein McCarthy will work closely with your staff and representatives to make sure you receive a study that works for you and is not a 'cookiecutter' facility. Each client, community and facility has different needs, and through our processes we will help you identify and address your community's needs.

Value: In these times of limited public resources, facilities that add real value to the community are of paramount importance. Through timetested methods we can help you find ways to do more with less through designs that improve staff efficiency, sustainable and energy saving solutions, and durable, lasting architecture. Flexibility and efficiency are the key to our design philosophy, and we embed these values in all of our work.











### 2. Project Understanding and Methodology - Understanding

#### Previous Klein McCarthy Architects experience with Cass County

Klein McCarthy Architects (KMA) has based our understanding of the Population Forecast and Design Options For Expanded Inmate Capacity at the Cass County Jail on our past working experience with the County jail. That experience includes the Jail Booking Study completed in 2018, the Jail Emergency Housing study completed in 2020, the current Jail Booking expansion and remodeling project and the RFP data provided by the county.

All KMA's work was done to address the needs of the county in response to the ever changing inmate population arriving at the jail. That includes more mental health issues, intoxication issues and of course, COVID 19 that has all county jails reassessing how they were able to manage the pandemic in the past, how they are managing it in the present and how they will continue to manage this pandemic and others in the future.

#### Synopsis

Several converging factors in recent years have led to a situation which the current capacity of the Cass County Jail is no longer sufficient to adequately service the needs of the local community and various law enforcement agencies. The COVID pandemic has added additional pressure to this situation, has forced the county to ration space beyond what local leaders are comfortable with, and has forced the jail to reconsider the growth needs in terms of design and capability of any planned expansion. The scope and circumstances of the COVID pandemic are significant enough to dramatically alter the approach to expansion design and are sufficient enough to consider the use of available federal COVID funds as a means of financing the necessary expansion.

#### **Background**

The Cass County Jail was originally constructed and opened in 2002. The facility was designed with future expansion in mind, with available land space and architectural design intentionally planned for the ability to eventually add on up to 4 additional housing units of 49 beds each. The original design team estimated expansion would be necessary approximately every 10 years.

The population of Cass County, at the time the jail opened in 2002, was approximately 126,349, according to US Census Bureau Data. By 2006, the population in Cass County had grown to nearly 136,000. By that time, the jail was already underway in planning and construction of two additional housing pods, based on actual inmate population growth. When the initial expansion planning began, there was a justified need to build one housing unit. Based on the design of the building and the funding formula at that time, a decision was made to build two units at the same time. This was in part because the first expansion was necessary earlier than anticipated, and in part to address expected population growth estimates with one single construction project.

When construction was completed on both housing units, a practice was implemented of using only one of the two new units at a time, and inmates were occasionally moved back and forth so that normal wear from use would be similar. Within a year, it became necessary to start using both pods simultaneously, although each was used at a reduced capacity.

In the fall of 2011, a serious assault against juvenile detention staff, which was prelude to an attempted escape by a juvenile murder suspect, led to a determination that the existing Cass County Juvenile Detention Center was no longer viable to house the juvenile population. At that time, inmates within the Cass County Jail were consolidated to make room for designating one housing pod (E-Main Pod) as a temporary juvenile facility. This lasted until mid-2014, when jail population was again accelerating and the need to find an alternative location for juveniles was realized. By the fall of 2014, the county had developed and signed a contract with Clay County, MN to hold Cass County Juvenile Offenders.



### 2. Project Understanding and Methodology - Understanding

This contract is still in effect today. The E Main pod was then reallocated for adult inmates. At that time, all housing units were in use consistent with the original estimated growth planning.

Current Situation and Historical Context

The Cass County Jail is currently 19 years old and has not been expanded since new pods opened in 2007. The county population has grown from 126,349 then to 185,000 people currently. The capacity of the original building was 250 beds, and the 2007 expansion elevated the operational capacity to 348 beds. In 2014, when juveniles were moved out of the jail facility and all housing pods became adult use only, the average daily count was 251 inmates per day. In 2021 Year To Date (YTD), the average daily count is 271\* and the jail has had a high count of 306.

\* It is worth noting that the average for 2021 is artificially deflated due to the county's current COVID restrictions which are forcing the jail to ration space and deny access to the jail for many misdemeanors and non-violent warrant arrests.

The total number of jail intakes in 2014 was 7,639. In 2019, the total number of intakes was 9,105, and the average daily population was 276 with a highest ever headcount of 323\*.

\*Two points are worth noting here:

- 1) In 2019 the jail averaged 22 new arrivals per day. It is an almost universally accepted practice to consider a jail facility "full" when it reaches 85% of capacity, due to the need to have space available for new arrests and still maintain adequate classification of inmates.
- 2) At the time the jail was at an ADP of 323, they were also holding some inmates in another jurisdiction, and paying to rent beds temporarily, in order to maintain space available for new arrivals.

The total stats for 2019 were included in the jail data because 2020 numbers are not a viable metric due to a community wide COVID shutdown of all but essential services and businesses. Nothing was open and courts were not operating for nearly 3 months, and arrests were artificially deflated as a result. The 2020 arrest numbers do not reflect the reality of regular demand for jail space. During the last quarter of 2020, once nearly everything was reopened in at least some capacity, the jail returned to a more normalized experience with an average population of 274, and a high headcount of 307.

It is important to keep in mind that those numbers for the 4th Quarter of 2020, as well as the 1st Quarter of 2021, reflect only felony arrests and public safety related misdemeanors. The jail has not been accepting persons on non-violent warrants or misdemeanors due to limited space available to isolate new arrivals as part of our COVID prevention protocols.

#### Assessment of Current and Future Needs

While the jail has not expanded since 2007, it is important to note that every agency that feeds prisoners into the jail has added additional law enforcement officers annually. The cities of Fargo and West Fargo have both experienced tremendous population growth in the past decade and both of these cities have a dedicated police force, as well as a municipal court system that feeds prisoners into the jail at an increasing rate each year. The Cass County Sheriff's Office has also added patrol deputies and dedicated additional deputies to various task forces with Street Crimes, Drug Task Force, US Marshals Fugitive Task Force, and ATF.



## 2. Project Understanding and Methodology - Understanding

The jail also receives prisoners who have been arrested by the ND Highway Patrol, NDSU Police, and more recently the Fargo VA police. The jail contracts to hold for the US Marshals Service and Bureau of Prisons (BOP), in order to facilitate custody of those facing trial on Federal Charges or who have violated parole thru the Federal prison system.

#### Inmate Classifications

The nature and severity of offenses committed by those who are held at the jail has significantly changed. During 2020, at one point the jail held 12 different inmates in custody at the same time on a Murder charge, and 4 more on Attempted Murder. Between 2004 and 2007 the jail held a total of 1 murder suspect.

In prior years, the jail held inmates on a wide range of offenses, from the lowest misdemeanors such as No Insurance or Minor in Possession of Alcohol, all the way up to violent felonies including murder. During the last three consecutive legislative sessions, various laws have been enacted to reduce several offenses. For example; small amounts of marijuana are now an infraction, small amounts of narcotic drugs like cocaine or meth are now a misdemeanor, and drug paraphernalia is a misdemeanor. In 2019, the legislature enacted a "presumptive probation" standard for sentencing of non-violent C Felony arrests, and the theft statutes were modified to increase the value thresholds to qualify as A misdemeanor and C felony charges. These changes are highlighted to reflect that the totality of those changes has only served to stall or reduce the pace of jail utilization growth.

During the 2021 legislative session, a bill was debated and ultimately failed which would have effectively eliminated incarceration and bail requirements for all but 4 misdemeanor offenses. While that bill failed to become law, the jail has in reality been operating very similar to that bill due to COVID intake restrictions since March of 2020. Capacity issues and the need to isolate new arrivals until COVID infection status can be tested and verified, has required a "cite and release" practice to be implemented for all non-violent misdemeanors. The jail headcount has remained steady, and is in fact higher today than it was before the COVID pandemic began.

An extremely concerning outcome of that practice, which should serve as a model for any future considerations of such legislation, is that while local law enforcement agencies have been practicing "cite and release" on many misdemeanors, the number of warrants being issued on a monthly basis for Failure to Appear in Court has almost tripled since the courts reopened in June of 2020. There is a huge backlog of warrants that will ultimately need to be processed, and most of them will ultimately be processed through the jail. This is especially concerning when the county considers that additional options for making a "Court Appearance" have been provided during this pandemic. Persons who have been "Cite and Released" have had the option to appear in person, via video conferencing, and even via telephone, yet the number of failure to appear warrants nearly tripled on a monthly basis when comparing such numbers from 2019 and earlier to those in 2020 and 2021.

Another factor, which is part of the jail's reality, is the significant increase in inmates with serious behavioral health concerns. There has been significant research and discussion over the past several years, and at least the past three legislative sessions, regarding increases in overdoses, drug and alcohol addiction, lack of addiction treatment, and lack of sufficient psychiatric care. Some efforts have been enacted to reduce stigma, increase funding for treatment, provide access to peer support and medication assisted treatment, and even transportation for participants. The reality, though, is that demand has outpaced supply of all of those efforts, and the growth of these problems has outpaced the increase in supportive measures.



## 2. Project Understanding and Methodology - Understanding

The number of acute cases of significant mental illness has increased, significantly, as well. Fewer inmates are qualifying for our Mental Health Diversion Program due to severity of charges. The number of inmates who need psychiatric care, mediations, and hospitalization has increased annually for the past several years. Legislatively, no action to increase access for acute mental health care has materialized, and in fact, access to State Hospital resources has been reduced as efforts to treat people "in place" and in their local communities has been the priority.

A final consideration is the projected growth in population for the next 20 years. This is likely the last expansion the county may have space for on site, so it should be built in the same context of community planning for city annexation, roads, freeway interchanges, and services. At some point in the future, whatever does for building, will again be insufficient, and that will likely be the time when you need to add a second separate facility. The Cass County Comprehensive Plan from 2018 considered most of these elements and may be a good reference to use. That document projected the population will increase to 221,000 by 2030. Any planning that begins now would likely not result in final completion until about 2024 at the earliest, so the 2030 population would be a minimal target to use when considering how big an expansion is necessary.

#### Per Andy Froebig the Jail Administrator,

Ultimately, our current situation can best be summarized as this:

While our average headcounts seem to have stabilized recently, they have only done so at the cost of rationing access and denying acceptance. The population of incarcerated persons may be similar over the past three years, but those held in jail have more severe and significant offenses, have tended to have more significant physical and behavioral health conditions which are worsening and not being adequately addressed in the community, and these factors coincide with a increasing population that outpaces growth of supportive services. The idea of not processing misdemeanor defendants thru the jail has been rejected, and crime rates for other offenses are increasing at the same time. We must expect and plan for the need to incarcerate a significantly larger number of persons, well beyond our current capacity.

COVID pandemic precautions have added in an additional factor of needing to screen, isolate, test, and then provide whatever protective measures we are able to prevent cross contagion. During the pandemic we have identified and held over 100 persons who were positive for COVID. The local public health officers ordered approximately 20 persons to be held in custody, so far, due to failure to follow quarantine orders.

The COVID pandemic has also led us to reconsider the type of additional housing, in terms of design, that is needed to help us adequately cope with our current situation as well as the projected population growth in Cass County.

#### **Next Steps**

#### The next steps include:

- Analyze inmate data:
- Analysis of inmate population trends and profile
- Development of inmate population projections
- Forecast of jail capacity requirements and types
- Inmate data report
- Development of housing options
- Develop housing configurations based on the needs identified in the inmate data report
- Cost estimating
- Develop cost estimates for viable housing options
- Final study report presented to the Committee and County Board



## 2. Project Understanding and Methodology - Introduction

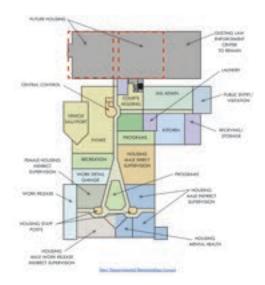
Our understanding and approach to your project will be grounded on decades of programming, planning and jail design experience with a commitment to the success of your project. We have completed over 400 studies and projects in North Dakota, Minnesota, Wisconsin, South Dakota, Montana and Michigan with a special emphasis on county government facilities. These include dozens of county facilities, jails, justice centers, courts, government centers, justice and law enforcement projects.

We bring a proven record of providing studies and designing projects that meet our client's objectives and delivering professional services that exceed expectations. The following are some of the reasons why we are successful:

- Extensive experience in county jails.
- Extensive experience in justice architecture, including justice centers, jails, courts and LEC's.
- Involvement in and understanding of the Cass County area and adjacent counties' projects.
- Understanding the importance of developing design solutions that will meet the Committee's goals, budgets, time frame and expectations.
- Commitment in adhering to schedules and meeting deadlines.
- Proven record of bringing projects in on or under budget.

The key to our success is the very high degree of "hands on" senior professional involvement and the daily involvement and leadership of experienced staff from start to finish in all aspects of the planning, design and construction efforts. We do not change team members from phase to phase or delegate critical responsibilities to less experienced personnel. This level of service is unique in business today, and will ensure that we provide a solution that is efficient and effective. We spend the necessary time in early stages and meetings in order to avoid mistakes which can compound and be costly later.











## 2. Project Understanding and Methodology - Balance of Priorities

#### Balance Individual Stakeholder Needs

Balancing individual stakeholder needs with current technology, best practices and budget restraints can be difficult. When individuals are involved human nature is to project individual interests and focus on individual needs, sometimes without fully understanding the needs of the whole. Our experience in similar governmental settings leads us to believe we can use our expertise to successfully guide the stakeholders to a project that balances the needs of all.

We have found that the best way to create balanced solutions is developing open lines of communication and providing transparency of all information gathered and presented. We have also found that by doing this in interactive meetings everyone involved is able to have a voice. When stakeholders are given a forum to discuss their goals, missions, and are allowed to question and be questioned, healthy debates ensue and ultimately consensus building occurs.



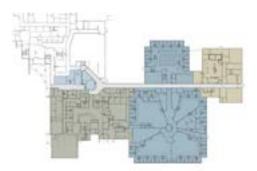
Why is transparency of information so important? Our approach allows all stakeholders to have equal access to project information and support documentation in an open book arrangement. Informed and thoughtful consensus is only possible if everyone has all information available and there are no surprises.

#### Interactive Process

In our experience the best operational solution derives from an interactive planning process, which melds the expertise of the Design Team with input and feedback from individuals and groups who are directly responsible for the management and operation of the proposed facility. This "stakeholder" position of the staff is essential in every step of the planning process to accomplish a successful project. During this process we also recommend:

- Establishing realistic timelines at the beginning of the project, allowing adequate time for review, refinements and presentations.
- Meeting regularly with the Committee to review the project schedule, goals and budget, and to make adjustments and recommendations.
- Facilitating the Committee's decision-making process, by clearly
  presenting the available alternatives and providing all the information necessary to make a timely and informed judgment.











## 2. Project Understanding and Methodology - Balance of Priorities

#### Consensus Building

Ultimately, achievement of the Committee's goals will depend upon reaching a consensus among all participants with regard to all decisions such as the site layout, organization, management and design of the proposed facility. In our experience, such consensus is based upon each participant's sense of being heard, information shared, interests valued, and a logical solution that all can feel ownership of.

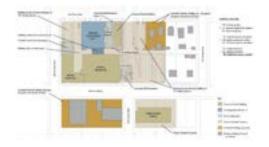
#### **Balancing Needs with Current Technology**

There are many examples of current technology to be considered in connection to this project type. Each of these items need to be carefully examined to determine the real costs, benefits and operational impacts. Questions that should be answered for each include:

- What would be the added cost to incorporate this feature?
- Will this technology reduce costs or provide significant operational efficiency (i.e., less space needs, staff efficiency, workflow efficiencies)?
- Can this feature be easily added in the future?
- Is utilizing this technology part of the Committee's mission or does it meet your operational goals?











## 2. Project Understanding and Methodology - Approach and Methodology

#### Organization and Leadership

The principal role of the KMA Team is to organize and lead the existing facility analysis, prepare cost-effective and efficient options, and provide a complete study to present to the County Board. We will listen carefully, ask questions, present the available alternatives, and clearly communicate all the information necessary to help facilitate the client's decision-making.

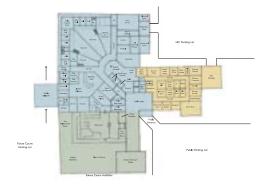


#### Methodology

From the start, we follow a set of principles which ensures successful collaboration with our clients. These principles are:

- Teamwork: Establishment of a comprehensive planning and design team that works together to achieve common goals and develop the best outcome.
- Availability: The Design Team, including consultants, is available to meet regularly to keep the project on schedule and moving forward.
- Education: The Design Team will provide the necessary information to the client stakeholders (owners and users/occupants) so they are well informed. Well-informed committees can make decisions in a timely manner.
- Information: Accurate information provides stakeholders the ability to visualize the issues and needs of the facility. Data collection of pertinent information is critical and the presentation of that information must be accurate, concise, and relevant.
- Operations: A key to concept designs is how the facility will operate. A team comprised of consultants, the architect, and stake holders analyzes how the proposed facility will be used and helps optimize a design based on that use.
- Communication: Good communication is critical in making sure
  the client and Design Team are kept informed of the extensive
  amount of information that occurs during design and construction.
  Keeping track of key topics and client direction is paramount to
  assure the building that is built achieves the expectations of all
  parties.
- Efficiencies: Government facilities, particularly detention and correctional institutions, can be expensive to construct and operate. We focus on our client's objectives and the appropriate balance of construction cost and operational efficiency.
- Driving Forces: The success of this project will be cost efficiency, while maintaining the security of the staff, inmates and public.





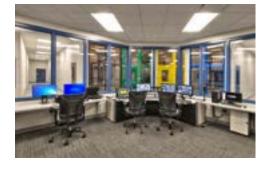


## 2. Project Understanding and Methodology - Approach and Methodology

#### Approach / Design Process

Design Process: Through our extensive experience working with various counties and states, we believe our process has been refined to both uncover the core goals of our clients while providing tested solutions to achieve those goals.

Design Tools: One unique method that we use in developing the design of a building is the use of conceptual 3-dimensional modeling. This helps the Design Team fully explore the best design applications of materials, sizes, relationships of building forms, etc. This also assists the client and the public to visually understand the design intent being proposed.



#### Reporting Method

Our Design Team uses a variety of reporting methods to ensure that decisions are fully distributed to all team members and are integrated into the design and construction documents. Regardless of the communication method employed, you can be assured that our Owner Contact Scott Fettig will coordinate our team and provide you the "voice" and single-source accountability.



#### Scheduling

Meetings are scheduled in advance to allow our team to prepare documents and submit to the client prior to the meeting date. This allows everyone adequate preparation time and assures the client that the first time you see essential information is not at the meeting.







## 2. Project Understanding and Methodology - Best Practices

#### **BEST PRACTICES**

Klein McCarthy Architects believes that there are certain 'best practices' that should be reviewed with the client and incorporated into every planning, design and constructed project. Unfortunately, many of these items are taken for granted or missed by many architects and planners. Our experience with the Justice System keeps us attuned to always incorporate these best practices. Some of these can be included in planning and design at little or no cost increase and as such just make good sense in Justice System planning.

#### Operations Based Facility Design

Because the long-term staffing and operational costs of a jail building over its useful life far exceed the initial construction cost, it is critical that the building design addresses the need for efficiency of operations.



In all planning and design exercises we consider the possibility of future expansion. Even if future expansion appears to be unlikely, we endeavor to make sure to consider the ramifications of designing for expandability through external additions, horizontal connections, vertical additions, and internal expansion or reconfiguration. In some cases we will consider the possibility of shelled space that can be finished for future use. Each type of expansion has design and cost considerations that should be accounted for in the earliest planning stages.



#### **Modular Construction**

Planning for the use of modular elements that can be assembled off-site and installed on-site is one effective way of adding value, especially to correctional facilities. We are familiar with the use and planning implications of modular cells including steel and precast modules. Precast concrete panels for exterior and interior walls and repetitive building elements have been an effective strategy we have utilized in the past to minimize initial construction costs. While being sensitive to the character of the surrounding buildings, we have effectively used many modular elements in the past to speed construction and save costs without compromising space or quality.





## 3. Experience - Needs Facility Assessments & Planning Studies

Klein McCarthy has assisted many governmental jurisdictions in evaluating their current and future space needs and determining how existing facilities can be best utilized to meet those needs. Our experienced team will collect the necessary data, provide a thorough analysis and propose reasonable solutions to meet your space and operational needs.









ARCHITECTS

The following is a partial list of the studies completed by Klein McCarthy:

Becker County Jail and LEC Study

Blue Earth County Feasibility Study

Blue Earth County Justice Center Study

Carlton County Justice Center Predesign

Cass County Jail Emergency Housing Study

Chippewa County Community Service Center Facility Evaluation and Program

Chisago County Jail/LEC Predesign

Chisago County Justice Center Study

Clay County Jail and Joint LEC Study

Clay County Jail, Joint LEC and Site Masterplanning

Clay County Regional Detox Facility Predesign

Clay County (SD) Courthouse, Jail and Public Safety Facility Evaluation

Divide County Courthouse Expansion Programming and Predesign

Douglas County Jail and Joint LEC

Grant County Law Enforcement Center Study

Hennepin County ACF Work Release Facility Assessment

Hennepin County Nexus Crisis Stabilization Program (County Home School)

Hennepin County Work Study Release Building Programming and Remodeling Houston County Criminal Justice Center Planning

Houston County Facilities Assessment

**Hubbard County Masterplan** 

Hubbard County Courthouse Space Needs Analysis and Planning Study

Itasca County Justice Center Masterplanning

Itasca County Justice Center Study

Lake of the Woods County Jail and LEC Study

Mercer County Courts and Jail Expansion Study

Mille Lacs County Space Needs Assessment

Mountrail County Justice Center Programming and Predesign

North Dakota State Capitol Improvements Masterplan

Olmsted County Administration Building Study

Olmsted County Criminal Justice Needs Assessment

Olmsted County Juvenile Detention Center Study

Pennington County Space Needs Assessment

Polk County Needs Assessment

Pope County Feasibility Study

Pope County Joint LEC Study

Prairie Correctional Facility
Assessment Study

Renville County Courthouse Security Improvements Study

Rice County Sheriff's Office and Jail Assessment and Feasibility Study



## 3. Clay County Joint LEC and Jail





Project Location: Moorhead, MN Client: Clay County Project Size: 130,900 sq ft Construction Cost: \$29.3M est.

Clay County hired Klein McCarthy Architects to provide programming, planning and Schematic Design services to determine how best to address the County's long-term space needs for their Jail, Law Enforcement and City Police Department.

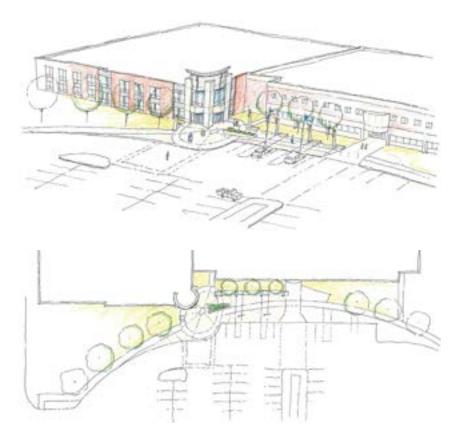
KMA explored the reuse and repurposing of existing County facilities as well as targeted expansions to maintain the character of the existing downtown Government Campus. Future Jail and Law Enforcement needs were comprehensively explored, along with greater efficiencies possible through the expansion and reorganization of the Sheriff's Office and City Police Department.

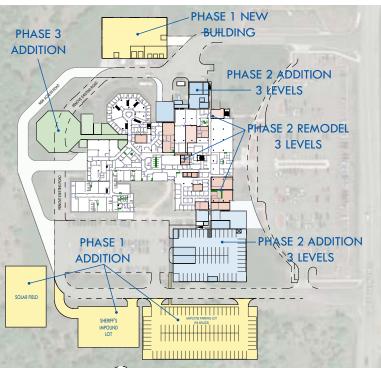
As part of the planning and programming process Klein McCarthy provided 3-D modeling and visualizations of the proposed additions and expansions. These rendering and visualization tools helped the County understand how variations in massing and exterior materials could achieve a human scale to the buildings within the neighborhood context.





## 3. St. Croix County Government Center Masterplan





Project Location: Hudson, WI Client: St. Croix County Project Size: 142,499 sfm Construction Cost: \$75M

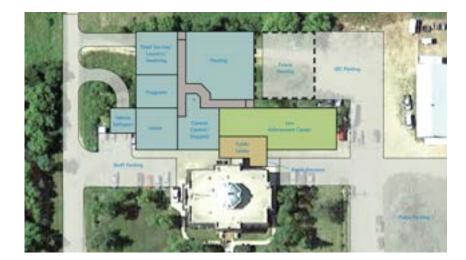
St. Croix County commissioned Klein McCarthy Architects with a 10-15 year masterplan for their Government Center campus located in Hudson, WI. St. Croix County is experiencing an increased need for additional courts services and expanded departments accommodate their growing community. The current government center houses courts functions, county administration, sheriff's office, and jail. The masterplan proposes converting the first level of the government center to courts services while moving the current first level departments to the south addition. The masterplan outlined four phases to accommodate the expected growth over a period of 8 years.



## 3. Mountrail County Justice Center - Programming & Predesign







### Project Location: Stanley, ND Client: Mountrail County

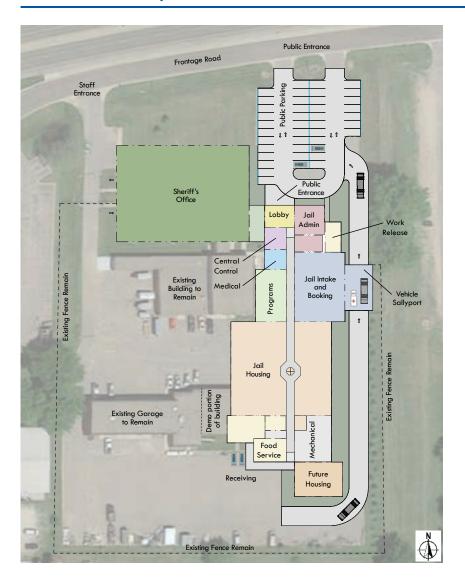
With a pressing need for jail, law enforcement and judicial spaces, Mountrail County tasked Klein McCarthy Architects with assisting them in determining how best to fullfil their space needs while retaining the use of the existing historic courthouse.

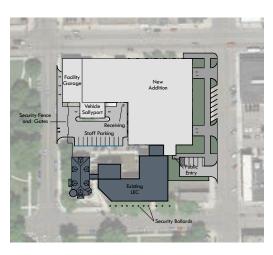
The design team worked with the County to determine jail, law enforcement and judicial spaces that would meet their current needs and be expandable if the current population growth patterns continued into the future. Security and circulation was also considered with a new public lobby including security screening and tying the existing courthouse into the new facility. Numerous footprint configurations were explored to ensure the large addition didn't compete with prominence with the historic courthouse and that the new public entry was clearly identifiable for the public. Parking and vehicle circulation for both staff and public were also explored.





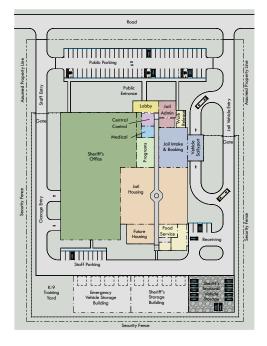
## 3. Rice County Sheriff's Office and Jail Assessment and Feasibility Study





Project Location: Faribault, MN
Client: Rice County
Project Size: 101,398sf
Construction Cost: \$41M Est.

McCarthy Architects Klein selected to study inmate projections, space needs and site options for the Rice County Jail and Sheriff's Office. The County outgrew its aging multi-level jail and law enforcement center located in downtown Faribault. Klein McCarthy interviewed staff to determine short- and long-term space needs. Three site options were evaluated for consideration; stay downtown, expand their annex or move to an open field site. Ultimately the County decided to build on an open site on the edge of town. The County continued working with Klein McCarthy to design the Jail and LEC which is planned to start construction in 2022.





## 3. Becker County Jail and Law Enforcement Center Study



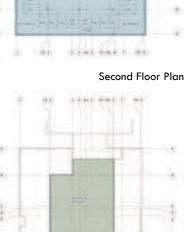




First Floor Plan







Fourth Floor Plan

## Project Location: Detroit Lakes, MN Client: Becker County

Klein McCarthy Architects assisted Becker County in determining the feasibility of expanding and modernizing their existing jail and Law Enforcement Center. A number of options were developed at the downtown site for both expansion and renovation including many that allowed the existing jail to remain occupied during construction.

Staffina costs and operational scenarios were considered for each of the facility options and ultimately the scope was expanded to include the possibility of locating the jail at a remote site. Due to the increased staffina and operational costs associated with the vertical facility needed in the downtown location the County ultimately made the determination that a remote jail would be less costly both for construction and operations.

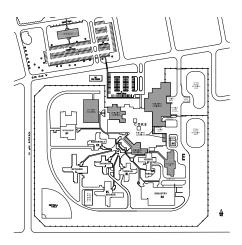


## 3. Experience - Studies and Predesign

#### **PUBLIC SECTOR PROJECTS:**

Klein McCarthy Architects has performed over 300 studies and projects for the states of Minnesota and North Dakota. These projects range from correctional facilities to secure office buildings, including the Bureau of Criminal Apprehension. Many of our state studies have continued into Predesign Reports that are submitted to the State Legislation for funding so they must be thorough and able to be justified and defendable. This attention to detail is paramount in getting appropriate funding.





Klein McCarthy Architects has recently completed the following public sector studies and predesigns involving space analysis and remodelings of secure office space:

Bureau of Criminal Apprehension Space Predesign

St. Paul, MN

Chisago County Phase 2 Predesign

Center City, MN

Centennial Office Building (State of Minnesota) - multiple projects St. Paul, MN

MCF Moose Lake Building #65 Space Usage Study Moose Lake, MN

MCF Red Wing 96-Bed Minimum Security Housing Unit Predesign Red Wing, MN

MCF Shakopee 30-Year Facility Expansion Study Shakopee, MN

MCF Shakopee Asset Preservation Study Shakopee, MN

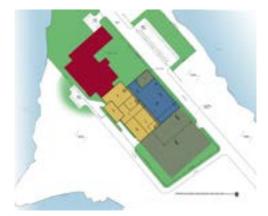
MCF Stillwater 96-Bed Minimum Security Housing Unit Predesign Stillwater, MN

Minnesota State Academies Exterior Building Study Faribault, MN

North Dakota State Capitol Building Foreground and Security Enhancements - Phases 1 and 2 Bismarck, ND Prairie Correctional Facility Assessment Study Appleton, MN

Stassen and BCA Buildings Basement Usage Study St. Paul, MN

Teachers Retirement Association Remodeling Study St. Paul, MN







Klein McCarthy Architects has extensive correctional architecture experience having planned and designed dozens of county jail projects in the region. We understand the unique security concerns, jurisdiction codes and operational requirements to provide effective jail design. State of the art security electronics systems, sustainable design and durability are hallmarks of KMA's jail projects. Our design team has a successful track record of providing safe and secure jails that are both lasting and operationally efficient.

Klein McCarthy Architects have designed the following jail projects:

Aitkin County Jail Aitkin, MN

AllKill, Mix

Barnes County Jail Valley City, ND

Becker County Jail Detroit Lakes, MN

Blue Earth County Justice Center Mankato, MN

Cass County Intake Addition and Remodel Fargo, ND

Carlton County Justice Center Carlton, MN

Chisago County Jail Center City, MN

Clay County Jail Moorhead, MN

Douglas County Jail Alexandria, MN

Houston County Justice Center Caledonia, MN

Itasca County Jail and Courts Addition and Remodel Grand Rapids, MN

Kanabec County Jail Mora, MN

Kandiyohi County Intake Addition and Remodel Willmar, MN

Mercer County Jail & Courthouse Stanton, ND

Mountrail County Justice Center

Stanley, ND

Polk County Justice Center

Crookston, MN

Renville County Jail

Olivia, MN

Rice County Public Safety Center

Faribault, MN

Roberts County Jail

Sisseton, SD

Rolette County Jail & LEC

Rolla, ND

Roseau County Jail

Roseau, MN

St. Croix County Jail Mental Health Unit

Hudson, WI

Traverse County Jail & Joint LEC

Wheaton, MN

Wilkin County Jail & LEC

Breckenridge, MN

Williams County Jail Dormitory

Williston, ND

Williams County Jail & Joint LEC

Williston, ND

Winona County Jail

Winona, MN

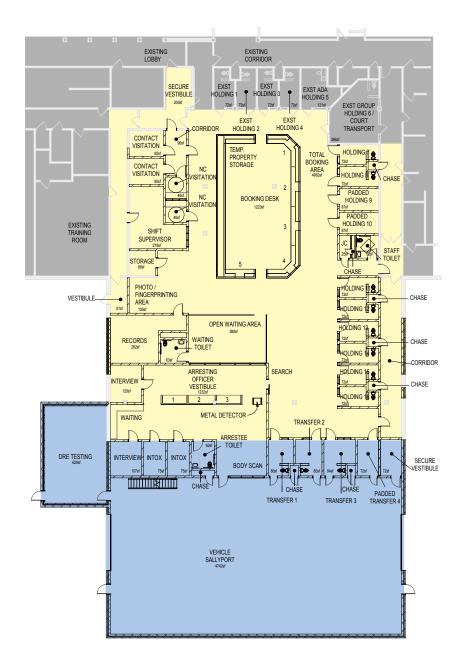








## 3. Cass County Jail Intake Addition and Remodel



Project Location: Fargo, ND Client: Cass County Project Size: 18,293sf Construction Cost: \$5.7M est.

Klein McCarthy Architects was initially commissioned in 2019 to study options to expand the Cass County Jail intake area. The goal of the study was to provide additional holding cells, visitation rooms, expand the booking desk and add dedicated court transfer cells. Cass County hired KMA to execute the result of the study in 2020. The project was bid in early 2021 and is currently under construction.

The design solution provides an addition for a new vehicle sallyport and remodel within the existing sallyport and intake area. The remodeled space provides two contact visitation rooms, one non-contact visitation room, four booking stations, three intake stations, inmate waiting, six additional holding cells, inmate transfer cells as well as dedicated interview and in rooms.

The project will be completed in phases to allow full occupation during construction and is planned to be completed in 2022.





## 3. Clay County Jail







Location: Moorhead, MN
Client: Clay County
Project Size: 75,900 sf.
Construction Cost: \$29.5M

The new Clay County Jail connects to the existing stair/elevator, leading to the underground tunnel to transport securely to the Courthouse. The facility provides 208 jail beds with Intake, Programs, and support in Phase 1 followed by Phase 2 including Laundry, Food Service, Receiving, Visitation, Public Lobby and Jail Administration.

The Mental Health Unit contains 18 cells in 4 housing units on 2 floors. Program space was provided directly adjacent to these units.

The jail was constructed on the County's six-block campus adjacent to the existing Jail and Joint LEC which was demolished to allow Phase 2 of the jail to be constructed.

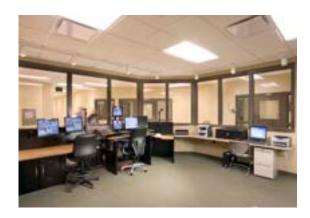




## 3. Blue Earth County Justice Center







Location: Mankato, MN Client: Blue Earth County Project Size: 192,600 sf Construction Cost: \$34.8M

Klein McCarthy Architects provided correctional and courts expertise from programming through construction for the Blue Earth County Justice Center in Mankato, MN. The facility provides 197 jail beds, four courtrooms, a hearing room, chamber space and a county law enforcement center with applicable support services. The flexible design allows the County to convert internal shelled space into 2 courtrooms in the future.

Integration of the 116 cells/197 bed jail facility, law enforcement, and courts facilities improves safety and security for inmate transfer between the jail and courtrooms, as well as safety for staff and the public.

Blue Earth County Justice Center is the first public facility in southern MN to receive U.S. Green Building Council LEED Silver Certification. Natural lighting, energy efficiency and the use of local materials were a few factors that contributed towards this achievement.





## 3. Polk County Justice Center



Location: Crookston, MN
Client: Polk County
Project Size: 147,563 sf
Construction Cost: \$21.5M

Klein McCarthy Architects was commissioned by Polk County and the Tri-County Community Corrections Regional Board to develop a program and design for a Jail and Courthouse complex. With Richard Rude Architectural and a team of engineers, KMA led a "hands-on" client team from programming concepts to bidding in just seven months.

With a continuing trend of heightened security concerns, the design provides for court staging at the jail intake center under direct visual control by the jail's central control room. Inmates arrive via elevator to a security court vestibule adjacent to the master calendar and criminal trial courtrooms. Site master planning resulted in clear zones of public, private, and service traffic, including a separation of staff, work release and public parking areas, and an architectural expression of public service for the community.



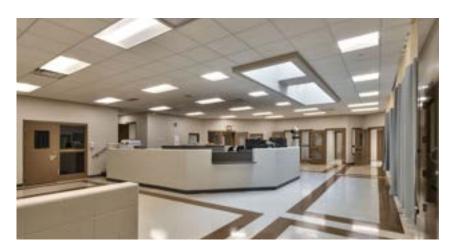




## 3. Chisago County Public Safety Center









Chisago County commissioned Klein McCarthy Architects to design a multi-phase Jail and Law Enforcement Center project. The completed first phase constructed a communications center facilitating 911 dispatch and remote jail control. The site is located approximately one mile southeast of the existing county courthouse. The master plan considered future government expansion needs and the potential for commercial development on the site.

The Sheriff's Department includes administrative offices, patrol offices, investigations and evidence storage. The jail plan provides 125 beds, inmate services, intake/release and jail administration with core services sized for future growth.





## 3. Williams County Jail and LEC Expansion









Rapidly expanding Williams County with a County seat in Williston, ND hired Klein McCarthy Architects to develop an expansion for their overcrowded jail and Law Enforcement Center. The new three story addition provides expanded space for Law Enforcement including a new vehicle sallyport and indoor vehicle storage. The expanded jail housing adds 110 beds nearly doubling the jail capacity.

Use of premanufactured cells and exterior precast walls help control costs in a booming construction market and sensitive planning helped minimize footprint in a limited downtown site.





Klein McCarthy & Co., Ltd. (KMA) is proposing to perform the masterplan for the Jail Booking Area for a total lump sum fee of \$17,900, including reimbursable expenses as outlined below We have also included our hourly rates should the scope change and additional work be required.

Reimbursable expenses to the masterplanning will be billed at cost in addition to the professional services fee should the scope change and additional work be required. The reimbursable rates are listed on the next page. Reimbursables include mileage and printing of 8 final reports. Reimbursable expenses that are excluded are airline travel or mileage for Bill Garnos as the inmate projections will be done remotely and his inclusion for any meetings would be done virtually.

#### The KMA scope is to include:

- Three meetings on site (one kickoff meeting including inmate projections, housing types review, one meeting to review
  the concept options, and one meeting to present the final report to key stakeholders).
- Two virtual meetings to review the concept options and cost estimate.
- Inmate population forecast scope by Bill Garnos (scope attached). Fees are included in the total Team fee above.
- Spatial program development for the housing unit(s) proposed.
- · Development of concept options to be narrowed to two after the second meeting to allow final revisions.
- Concept options overlaid on existing jail site and floor plans.
- Final report containing the selected options and narratives.

#### The KMA scope of work excludes:

- Asbestos review and abatement.
- Analysis of vertical expansion options to the existing building.
- Engineering analysis of civil, structural, mechanical, electrical and security electronics beyond what is required for the cost estimate.
- Production of Schematic, Design Development, and Construction Documents, Bidding & Negotiation, and Construction Administration Phases, which will be a future project scope.
- Site geotechnical.
- Site survey.
- Soil borings.



#### **HOURLY RATES SCHEDULE**

December 6, 2021

#### Klein McCarthy Architects

CEO/President - Scott Fettig	\$ 225/hour
Project Manager – Ryan Weber	\$ 140/hour
Project Manager – Danielle Reid	\$ 140/hour
Project Manager – Erik Daniels	\$ 140/hour
Project Manager – Ron Olsen	\$ 140/hour
Architect 3 - Dave Allen	\$ 120/hour
Architect 3 - Tony Rauch	\$ 120/hour
Design Staff 2 –Sam Clausen	\$ 105/hour
BIM 360 Manager – Mike Matheny	\$ 125/hour
Business/Administration Manager – Denise Krois	\$ 85/hour
Intern 3 – Austin Rudin	\$ 85/hour

#### REIMBURSABLE EXPENSES SCHEDULE

All reimbursable expenses will be billed as specified below plus a 10% mark-up.

•	In-House	Reproduction:
	111-1 10036	reproduction:

 Black & White	8-1/2 x 11	\$ 0.15
 Black & White	11 x 1 <i>7</i>	0.30
 Black & White	12 x 18	1.00
 Black & White	15 x 21	1.00
 Black & White	24 x 36	2.00
 Black & White	30 x 42	3.00
 Color Copy	8-1/2 x 11	1.00
 Color Copy	11 x 1 <i>7</i>	2.00
 Color Copy	12 x 18	3.00
 Scanned Images	15 x 21	1.00
 Scanned Images	24 x 36	1.50
 Scanned Images	30 x 42	2.00

Mileage: 0.58/mile

The following are billed at cost:

- -- Long Distance Calls/Faxes
- -- Courier, UPS, FedEx, postage
- -- Outsourced reproduction services
- -- Consultants' expenses
- -- Lodging
- -- Meals
- -- Fees/Permits
- -- Airfare
- Transportation (bus, taxi, shuttle)



November 22, 2021

Scott Fettig, AIA Klein McCarthy Architects 6465 Wayzata Boulevard, Suite 410 St. Louis Park, MN 55426

Subject: Fee Proposal for Developing a Population Forecast for Expanded Inmate Capacity at the Cass County, ND Jail

#### Dear Scott:

Thank you for this opportunity to submit a fee proposal for developing a population forecast for expanded inmate capacity at the Cass County, North Dakota Jail. I have previously e-mailed material to you with my background, qualifications, and prior experience with projects of this type.

**Project Schedule** — Given the scope of work outlined in this fee proposal, I would envision a two-month project schedule. The first month would be spent primarily reviewing past studies, collecting the necessary inmate population data from Cass County, and resolving any data issues. The second month would be spent primarily on trend analysis, developing inmate population projections, and preparing the graphs and data tables for the final report.

**Fee Proposal** — I believe the work involved with this project can be conducted via video-conference, phone, and e-mail. This will avoid the additional time and travel expenses normally involved with on-site meetings.

Based on my project understanding, it is estimated that the study can be completed for **\$8,000**. The following table provides a breakdown of the basis for the fee proposal.

Professional Services						
Task 1	ask 1 Data Collection and Tabulation					
Task 2	2 Analysis of Cass County's Inmate Population Trends and Profile					
Task 3	sk 3 Development of Inmate Population Projections					
Task 4	ask 4 Forecast of Jail Capacity Requirements					
Task 5	Task 5 Review of Alternatives to Incarceration					
Task 6	Task 6 Final Report					
Total Hou	rs	80				
Hourly Rate						
Total for Professional Services						



Fee Proposal for Developing a Population Forecast for Expanded Inmate Capacity at the Cass County, ND Jail November 22, 2021 Page 2

Project expenses are not included, and may not be needed. On-site travel, if required, will be charged based on actual expenses incurred, plus mileage, and would be subject to current travel restrictions.

The purpose of this project is to (1) provide an objective and independent assessment of Cass County's current inmate population trends; (2) provide transparency and documentation; and (3) provide a data-driven means for assessing the County's current and future demand for jail beds, and the jail capacity available to meet those needs.

Hopefully, the graphs, data, trend analysis, and other information in the final report will assist you and the County with the development of design options for a long-term inmate housing solution for the County.

Thank you again for the opportunity to present this fee proposal. I hope the proposed scope of services meets the County's current needs. I would be happy to discuss the fee proposal, and to refine or expand the proposed scope of the project to meet your specific expectations. If you have any questions or need additional information, please do not hesitate to call or e-mail.

Sincerely,

BILL GARNOS

Bill Garnos

Jail Consultant

#### **Contact Information:**

Bill Garnos, Jail Consultant 2204 NE 75<sup>th</sup> Terrace Gladstone. MO 64118

Phone: 816-468-8445 E-mail: bgarnos@gmail.com



While clients' expectations and goals vary from project to project, we have developed an efficient process that has been used on many studies that provides an excellent starting framework. We feel that this time-tested process combined with our knowledge of similar issues, asking the critical questions, and having the experience to offer informed perspectives will provide Cass County with a thorough and well-conceived masterplan for the Jail Booking Area.

We spend time with our client at the beginning of the project to review and set the schedule and to thoroughly review each proposed step of the process so that the client's timeline and expectations are achieved. The following process shows the main work tasks we expect to perform with the Committee and the stakeholders as we understand them. However, we would work with you to refine this as needed to tailor our services to suit your needs.



Our team is ready to start the study immediately upon receiving a signed contract. We can have a contract submitted within one week of selection notification.

With our Team's knowledge, expertise and availability we are proposing a 4 month duration.

This schedule allows for two design meetings and a meeting to review and finalize the Report and presentation to the County Board.

We feel this schedule is comfortable and allows adequate progress reviews and meeting preparation without compressing it so much that the County feels rushed. We find that we can typically develop the study faster than the County will feel comfortable making decisions. We are open to accelerating or slowing down the schedule if the County feels comfortable doing so.





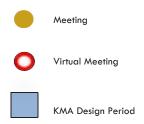






The following proposed schedule shows estimated time periods and sequences for major project tasks and submittal dates for significant deliverables such as progress reports, client meetings, and the final report.

TASKS		JANUARY			FEBRUARY			MARCH				APRIL					
	1	2	3	4	1	2	3	4	1	2	3	4	5	1	2	3	4
Kickoff Meeting																	
Inmate Projections																	
Facility Design Options								0									
Cost Estimating													0				
Recommendations and Implementation Strategies																	
Final Report																	0





#### **RELEVANT STUDY REFERENCES**

The following list are the references for the studies KMA has submitted showing our relevant study experience.

#### Clay County Jail, Joint LEC & Site Masterplanning

Steve Larson, Administrator (218) 299-502 steve.larson@co.clay.mn.us

#### St. Croix County Masterplan

Ken Witt, County Administrator (715) 381-4302 ken.witt@sccwi.gov

#### Williams County Jail and Joint Law Enforcement Center Expansion

Verlan Kvande, Sheriff (701) 713-3545

verlank@co.williams.nd.us

## Mountrail County Justice Center Programming and Predesign

Wade Enget, State's Attorney (701) 628-2965 wenget@nd.gov

#### Rice County Public Safety Center

Jesse Thomas, Sheriff (701) 628-2965 jthomas@co.rice.mn.us

#### Becker County Jail & Law Enforcement Center Study

Todd Glander, Sheriff (218) 847-2661 tdgland@co.becker.mn.us

#### **RELEVANT PROJECT REFERENCES**

The following list are the references for projects KMA has submitted showing our relevant project experience.

#### Cass County Jail Intake Addition and Remodel

Andy Froebig, Jail Administrator (701) 271-2900 FroebigA@casscountynd.gov

#### Clay County Jail

Justin Roberts, Jail Administrator (218) 299-7350 Justin.roberts@co.clay.mn.us

#### Williams County Jail and Joint Law Enforcement Center Expansion

Verlan Kvande, Sheriff (701) 713-3545 verlank@co.williams.nd.us

#### Blue Earth County Justice Center

Brad Peterson, Sheriff (507) 304-4800 brad.peterson@blueearthcountymn.gov

#### Chisago County Jail / LEC

Brandon Thyen, Sheriff (651) 213-6301 bjthyen@co.chisago.mn.us

#### **Becker County Jail**

Todd Glander, Sheriff (218) 847-2661 tdgland@co.becker.mn.us

#### Mountrail County Justice Center

Wade Enget, State's Attorney (701) 628-2965 wenget@nd.gov





# Cass County <u>EXHIBIT B - HOURLY RATES</u> <u>FOR Approved ADDITIONAL SERVICES ONLY</u> December 21, 2021

CEO/President	\$ 225/hour
Principal Architect	\$ 200/hour
Director of Design	\$ 180/hour
Senior Project Manager	\$ 180/hour
Senior Project Architect	\$ 160/hour
Senior Project Designer	\$ 150/hour
Project Coordinator	\$ 145/hour
Project Manager	\$ 140/hour
Project Designer	\$ 130/hour
BIM 360 Manager	\$125/hour
Architect 3	\$ 120/hour
Design Staff 3	\$ 115/hour
Architect 2	\$ 110/hour
Design Staff 2	\$ 105/hour
Document Coordinator	\$ 105/hour
Project Captain	\$ 105/hour
Architect 1	\$ 100/hour
Technical Coordinator	\$ 100/hour
Design Staff 1	\$ 95/hour
Intern 3	\$ 85/hour
Intern 2	\$ 75/hour
Intern 1	\$ 65/hour
Student Intern	\$ 50/hour
Business/Administration Manager	\$ 85/hour

(Note: This schedule is subject to annual adjustments by KMA.)

#### Cass County Jail - Additional Housing Needs: The Case for Allocating Federal COVID Funds

#### Capt. Andrew Frobig, Jail Administrator June 4, 2021

#### Synopsis

Several converging factors in recent years have led to a situation which the current capacity of the Cass County Jail is no longer sufficient to adequately service the needs of the local community and various law enforcement agencies. The COVID pandemic has added additional pressure to this situation, has forced us to ration space beyond what local leaders are comfortable with, and has forced us to reconsider our growth needs in terms of design and capability of any planned expansion. The scope and circumstances of the COVID pandemic are significant enough to dramatically alter the approach to expansion design, and are sufficient to justify the use of available federal COVID funds as a means of financing the necessary expansion.

#### **Background**

The Cass County Jail was originally constructed and opened in 2002. The facility was designed with future expansion in mind, with available land space and architectural design intentionally planned for the ability to eventually add on up to 4 additional housing units of 49 beds each. The original design team estimated expansion would be necessary approximately every 10 years.

The population of Cass County, at the time the jail opened in 2002, was approximately 126, 349, according to US Census Bureau Data.

By 2006, the population in Cass County had grown to nearly 136,000. By that time, the jail was already underway in planning and construction two additional housing pods, based on actual inmate population growth. When the initial expansion planning began, there was a justified need to build one housing unit. Based on the design of the building and the funding formula at that time, a decision was made to build two units at the same time. This was in part because the first expansion was necessary earlier than anticipated, and in part to address expected population growth estimates with one single construction project.

When construction was completed on both housing units, a practice was implemented of using only one of the two new units at a time, and inmates were occasionally moved back and forth so that normal wear from use would be similar. Within a year, it became necessary to start using both pods simultaneously, although each was used at a reduced capacity.

In the fall of 2011, a serious assault against juvenile detention staff, which was prelude to an attempted escape by a juvenile murder suspect, led to a determination that the existing Cass County Juvenile Detention Center was no longer viable to house the juvenile population. At that time, inmates within the Cass County Jail were consolidated to make room for designating one housing pod (E-Main Pod) as a temporary juvenile facility. This lasted until mid-2014, when jail population was again accelerating and the need to find an alternative location for juveniles was realized. By fall 2014, we had developed and signed a contract with Clay County, MN to hold Cass County Juvenile Offenders. This contract is still in effect today. The E Main pod was then reallocated for adult inmates. At that time, all housing units were in use consistent with the original estimated growth planning.

#### **Current Situation and Historical Context**

The Cass County Jail is currently 19 years old and has not been expanded since new pods opened in 2007. The current county population has grown to 185,000 people. The capacity of the original building was 250, and the 2007 expansion elevated our operational capacity to 348 beds. In 2014, when juveniles were moved out of the jail facility and all housing pods became, the average daily count was 251 inmates per day. In 2021 YTD, the average daily count is 271\* and we have had a high count of 306.

\*At this point it is worth noting that our average for 2021 is artificially deflated due to our current COVID restrictions which are forcing us to ration space and deny access to the jail for many misdemeanor and non-violent warrant arrests.

The total number of intakes in 2014 was 7639. In 2019, the total number of intakes was 9105, and the average daily population was 276 with a highest ever headcount of 323\*

\*Two points are worth noting here – 1) in 2019 we averaged 22 new arrivals per day. It is an almost universally accepted practice to consider a jail facility "full" when it reaches 85% of capacity, due to the need to have space available for new arrests and still maintain adequate classification of inmates. 2) at the time the jail was at 323, we were also holding some inmates in another jurisdiction, and paying to rent beds temporarily, in order to maintain space available for new arrivals.

The total stats for 2019 were included here because 2020 numbers are not a viable metric due to a community wide COVID shutdown of all but essential services and businesses. Nothing was open and courts were not operating for nearly 3 months, and arrests were artificially deflated as a result. The 2020 arrest numbers do not reflect the reality of regular demand for jail space. During The last quarter of 2020, once nearly everything was reopened in at least some capacity, we returned to a more normalized experience with an average population of 274, and a high headcount of 307.

It is important to keep in mind that those numbers for the 4Q2020, as well as 1Q2021, reflect only felony arrests and public safety related misdemeanors. The jail has not been accepting persons on non-violent warrants or misdemeanors due to limited space available to isolate new arrivals as part of our COVID prevention protocols.

#### <u>Assessment of Current and Future Needs</u>

While the jail has not expanded since 2007, it is important to note that every single agency that feeds prisoners into the jail has added additional law enforcement officers annually. The cities of Fargo and West Fargo have both experienced tremendous population growth in the past decade. Both of these cities have a dedicated police force, as well as a municipal court system that feed prisoners into the jail at an increasing rate each year. Cass County Sheriff's Office has added patrol deputies, dedicated additional deputies to various task forces with Street Crimes, Drug Task Force, US Marshals Fugitive Task Force, and ATF.

All of these contribute to an increased number of arrests, and are a response to increased number of serious and violent crimes occurring the local communities.

We also receive prisoners who have been arrested by the ND Highway Patrol, NDSU Police, and more recently the Fargo VA police. We contract to hold for the US Marshals Service and BOP, in order to facilitate custody of those facing trial on Federal Charges or who have violated parole thru the Federal prison system.

The nature and severity of offenses committed by those who are held at the jail has significantly changed. During 2020, at one point we held 12 different inmates in custody at the same time on a Murder charge, and 4 more on Attempted Murder. Between 2004 and 2007, my first three years working for this agency, we held a total of 1 murder suspect.

In prior years, we held inmates on a wide range of offenses, from the lowest misdemeanors such as No Insurance or Minor in Possession of Alcohol, all the way up to violent felonies including murder. During the last three consecutive legislative sessions, various laws have been enacted to reduce several offenses. For example, small amounts of marijuana are now an infraction, small amounts of narcotic drugs like cocaine or meth are now a misdemeanor, drug paraphernalia is a misdemeanor. In 2019, the legislature enacted a "presumptive probation" standard for sentencing of non-violent C Felony arrests, and the theft statutes were modified to increase the value thresholds to qualify as A misdemeanor and C felony charges. These changes are highlighted to reflect that the totality of those changes has only served to stall or reduce the pace of jail utilization growth.

During the 2021 legislative session, a bill was debated and ultimately failed which would have effectively eliminated incarceration and bail requirements for all but 4 misdemeanor offenses. While that bill failed to become law, we have in reality been operating very similar to that bill due to COVID intake restrictions since March of 2020. Capacity issues and the need to isolate new arrivals until COVID infection status can be tested and verified has required a "cite and release" practice to be implemented for all non-violent misdemeanors. Still our headcount has remained steady, and is in fact higher today than it was before the COVID pandemic began.

An extremely concerning outcome of that practice, which should serve as a model for any future considerations of such legislation, is that while local law enforcement agencies have been practicing "cite and release" on many misdemeanors, the number of warrants being issued on a monthly basis for Failure to Appear in Court has almost tripled since the courts reopened in June of 2020. There is a huge backlog of warrants that will ultimately need to be processed, and most of them will ultimately be processed thru the jail. This is especially concerning when we consider that additional options for making a "Court Appearance" have been provided during this pandemic. Persons who have been "Cite and Released" have had the option to appear in person, via video conferencing, and even via telephone, yet the number of failure to appear warrants nearly tripled on a monthly basis when comparing such numbers from 2019 and earlier to those in 2020 and 2021.

Another factor which is part of our reality is the significant increase in inmates with serious behavioral health concerns. There has been significant research and discussion over the past several years, and at least the past three legislative sessions, regarding increases in overdoses, drug and alcohol addiction, lack of addiction treatment, and lack of sufficient psychiatric care. Some efforts have been enacted to reduce stigma, increase funding for treatment, provide access to peer support and medication assisted treatment, and even transportation for participants. The reality, though, is that demand has outpaced supply of all those efforts, and the growth of these problems has outpaced the increase in supportive measures.

The number of acute cases of significant mental illness has increased, significantly, as well. Fewer inmates are qualifying for our Mental Health Diversion Program due to severity of charges. The number of inmates who are in need of psychiatric care, mediations, and hospitalization has increased annually for the past several years. Legislatively, no action to increase access for acute mental health care has materialized, and in fact access to State Hospital resources has been reduced, as efforts to treat people "in place" and in their local communities have been the priority.

A final consideration is the projected growth in population for the next 20 years. This is likely the last expansion we will have space for on site, so it should be built in the same context of community planning for city annexation, roads, freeway interchanges, and services. At some point in the future, whatever we do build will again be insufficient, and that will likely be the time when we need to add a second separate facility. The Cass County Comprehensive Plan from 2018 considered most of these elements, and would be a good reference to use. That document projected the

population will increase to 221,000 by 2030. Any planning that begins now would likely not result in final completion until about 2024 at the earliest, so the 2030 population would be a minimal target to use when considering how big an expansion is necessary.

Ultimately, our current situation can best be summarized as this:

While our average headcounts seem to have stabilized recently, they have only done so at the cost of rationing access and denying acceptance. The population of incarcerated persons may be similar over the past three years, but those held in jail have more severe and significant offenses, have tended to have more significant physical and behavioral health conditions which are worsening and not being adequately addressed in the community, and these factors coincide with a increasing population that outpaces growth of supportive services. The idea of not processing misdemeanor defendants thru the jail has been rejected, and crime rates for other offenses are increasing at the same time. We must expect and plan for the need to incarcerate a significantly larger number of persons, well beyond our current capacity.

COVID pandemic precautions have added in an additional factor of needing to screen, isolate, test, and then provide whatever protective measures we are able to prevent cross contagion. During the pandemic we have identified and held over 100 persons who were positive for COVID. The local public health officers ordered approximately 20 persons to be held in custody, so far, due to failure to follow quarantine orders.

The COVID pandemic has also led us to reconsider the type of additional housing, in terms of design, that is needed to help us adequately cope with our current situation as well as the projected population growth in Cass County.

#### <u>Proposed Expansion – Design and Capacity Needs</u>

The original expansion plan for the Cass County Jail called for 4 additional pods to be eventually constructed. Each of these projected pods would follow the "Main Housing" design, which was constructed for double bunking and single officer supervision, with a pod holding 48 inmates, and one single bunk cell to be used occasionally for temporary higher security holding of a prisoner within the pod. The first expansion followed this plan, which consisted of a total of 98 beds being made available in a double bunked design where all inmates had access and physical proximity to each other for any activities when not locked in their cell. They eat, recreate, and participate in programming together due to no physical barriers existing.

While the square footage of space available on the eastern end of the jail facility is sufficient to build two more pods of that same design, the reality is that we need more housing of a drastically different design.

The jail is currently allocated housing in the following quantities

- 1 pod (Delta) with 40 single cells. This is primarily used for intake. This pod also houses 4 negative airflow cells.
- 1 pod (Charlie) with 48 single cells, which are separated physically in groups of 16, 16, 10, and 6.
- 1 pod (Sigma) with 48 single cells, which are separated physically in groups of 16, 16, 10, and 6.
- 1 pod with dormitory style bunks, separated in groups of 32, 8, and 8.
- 1 unstaffed pod with dormitory bunks holding 16.
- 3 pods, each holding 48+1, with double bunked cells and no physical separation other than the cells.

There are several reasons why additional double bunked housing with no physical separation would be an inadvisable way to expand the jail. What is needed is more single cells, in smaller groups of 8 or maybe 10, which can be used more flexibly to house and separate inmates for a variety of necessary reasons. This is absolutely a more expensive way to build, but it provides far greater security, safety, and ability to manage, control, and meet the needs of an inmate population that is more dangerous and more afflicted with higher maintenance needs.

Focusing an expansion plan with cells that are constructed for single bunking, in physically separated groups of 8 to 12 inmates each. Groups of 12 cells maximum in physically separated areas is based on ND Facility Standards which require immediate access to a shower at a ratio no higher than 1 per 12 inmates.

Designing an expansion in this manner would enable our jail to adequately address the following problems that multiple occupancy housing would not:

- A) Flexibility to transition groups of cells based on gender. A big problem during the COVID pandemic, and even in general, is that our female population has been volatile, sometimes as few as 12, and as high as 70. With housing pods designed to hold 48 inmates, whenever we exceed that number, we must dedicate another entire housing pod for additional female housing. Smaller groups of cells, if designed properly with line of sight considerations, can be used in a far more flexible and efficient manner.
- B) Flexibility to transition groups of cells based on classification level. Smaller groups of cells can be designated for specific classification uses based on variable needs, while also conforming to ND Facility Standards for separation, close observation, and management of inmates with special needs.
- C) Flexibility to separate co-defendants, witnesses, and victim from perpetrators. A huge problem we have faced recently

- D) Flexibility to separate, discipline, and manage violent offenders.
- E) Flexibility to better conform to federal PREA requirements, to more effectively separate sexual perpetrators form sexual victims, and those screened as elevated or high risk to offend from those screened as elevated or high risk to be victimized.
- F) Flexibility to mange keep separate requirements between inmates, especially those of the same gender.
- G) Flexibility to manage inmates with special needs, significant mental health issues, suicidal inmates, those with special restrictions.
- H) Flexibility to establish specialized programming, such as detoxification, drug or alcohol treatment, or mental health treatment, and the ability to cohort inmates by similar need without the influence or presence of others who would seek to take advantage of, or may be disturbed or impacted by related behaviors.
- I) Ability to more effectively separate and isolate inmates for health-related reasons.

The final reason listed, health-related separation, is perhaps the most important factor to consider in the design of an expansion. This may have been our first experienced pandemic, but it likely won't be our last. Because of the number of violent offenders and serious behavioral/conduct issues of some inmates, the jail has only been able to dedicate 64 single cells for use of initial isolation of new arrivals. If we had 100 more single cells during this COVID pandemic, we never would have had to restrict any arrests, and we would have had adequate capacity to fully screen, isolate, and quarantine according to all recommended CDC guidance. Single cells provide all the benefits listed above, all of which we are significantly lacking under our current circumstances, but COVID related intakes and initial housing is perhaps the most significant newly identified need, and a fully justified reason to dedicate Federal COVID funds to an expansion project.



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/08/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in liqu of such endorsement(s).

tł	nis c	certificate does not confer rights	o the	certifi	cate holder in lieu of such		` ,	,,				
PRO	DUCE	ER				CONTACT Shawn Nistler						
Insu	ırand	ce Brokers of MN, Inc.				PHONE (A/C, No, Ext): (763) 784-0143 FAX (A/C, No): (763) 219-4681						
136	54 V	/an Buren St NE				E-MAIL ADDRESS: s.nistler@insurancebrokersmn.com						
Suit	e 30	00				INSURER(S) AFFORDING COVERAGE					NAIC#	
Har	n La	ıke			MN 55304	INSURER A: Travelers Indemnity Company Company of America					25658	
INSU	RED	1				INSURE	RB: The Cha	rter Oak Fire Ir	surance Company		25615	
		Klein McCarthy & Co. Ltd.				INSURE	R C: Travelers	s Indemnity Co	mpany		19062	
		6465 Wayzata Blvd				INSURE	R D: Beazley	Insurance Con	npany		37540	
		Suite 410				INSURE	RE:					
		St. Louis Park			MN 55426	INSURE						
co	VER	RAGES CE	RTIFIC	ATE	NUMBER: 2021-2022				REVISION NUMB	ER:	<u>'</u>	
TI	IIS I	IS TO CERTIFY THAT THE POLICIES O	INSU	RANCE	LISTED BELOW HAVE BEEN	ISSUE	TO THE INSU	RED NAMED A	BOVE FOR THE POL	ICY PERIOD		
		ATED. NOTWITHSTANDING ANY REQ										
		IFICATE MAY BE ISSUED OR MAY PEF USIONS AND CONDITIONS OF SUCH I							UBJECT TO ALL THE	E LEKIMS,		
INSR LTR		TYPE OF INSURANCE	ADDI	SUBR			POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)		LIMITS		
LIK	×	al	INSD	WVD	TOLIOT NOMBER		(MIM/DD/1111)	(MIM/DD/1111)	EACH OCCURRENCE	1 2	,000,000	
	É	CLAIMS-MADE OCCUR							DAMAGE TO RENTED PREMISES (Ea occurre	) 2	00,000	
		CLAIIVIS-IVIADE CCCUR							MED EXP (Any one pe	ence) $\phi$	,000	
A			-		6807H393335		03/01/2021	03/01/2022	PERSONAL & ADV IN.	13011)	,000,000	
	-		-							1000	,000,000	
	X	POLICY PRO- LOC							GENERAL AGGREGAT	1 4	,000,000	
									PRODUCTS - COMP/C	SPAGG \$ 1	,000,000	
	AU	OTHER: ITOMOBILE LIABILITY							COMBINED SINGLE L		,000,000	
	×	¬							(Ea accident) BODILY INJURY (Per p		,000,000	
В		OWNED SCHEDULED			3134X321		03/01/2021	03/01/2022	BODILY INJURY (Per a	·		
		AUTOS ONLY AUTOS NON-OWNED			01047021		00/01/2021	00/01/2022	PROPERTY DAMAGE	/		
		AUTOS ONLY AUTOS ONLY							(Per accident) PIP-Basic		0,000	
_	×	UMBRELLA LIAB X OCCUP									,000,000	
c		EXCECCION			003135X62A		03/01/2021	03/01/2022	EACH OCCURRENCE	.   9	,000,000	
ľ		CLAIWS-WAL	E		0031337027		03/01/2021	03/01/2022	AGGREGATE	\$		
_	wo	DED RETENTION \$ 10,000 PRICERS COMPENSATION							PER	T OTH-		
	AND	D EMPLOYERS' LIABILITY Y/	ı						STATUTE	OTH- ER		
	OFF	Y PROPRIETOR/PARTNER/EXECUTIVE FICER/MEMBER EXCLUDED?	N / A						E.L. EACH ACCIDENT			
	If ye	andatory in NH) es, describe under	-						E.L. DISEASE - EA EM			
-	DES	SCRIPTION OF OPERATIONS below							E.L. DISEASE - POLIC Occurrence		,000,000	
D		rors & Ommissions retroative date:fu	II		V1F480200401		08/01/2020	08/01/2021			•	
"	pri	ior Deductible 25,000			V1F460200401		06/01/2020	06/01/2021	Aggregate	4	,000,000	
<u> </u>	<u> </u>											
l		TION OF OPERATIONS / LOCATIONS / VEHIC	-			=	-		,			
AR	J⊓II	TECTS. Certificate Holder is listed as	Additio	nai iris	ured when required by contra	ici using	i iraveiers iorii	1 CGD36 10907	•			
Des	cript	tion: Cass County Jail										
CEI	RTIF	FICATE HOLDER				CANC	ELLATION					
						SHO		HE ABOVE DE	SCRIBED POLICIES	RE CANCELL	ED BEEODE	
						THE	EXPIRATION D	ATE THEREOF	, NOTICE WILL BE			
		Cass County				ACC	ORDANCE WIT	TH THE POLICY	PROVISIONS.			
		211 9th Street South										
						AUTHO	RIZED REPRESEN					
Fargo ND					ND 58103			لک	au Viate	<b>ن</b> ـر		

## Additions and Deletions Report for

AIA<sup>®</sup> Document B203<sup>™</sup> – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 12:39:00 ET on 12/22/2021.

#### PAGE 1

Population Forecast and design Options for Expanded Inmate Capacity at the Cass County Jail. Fargo, ND

Cass County 211 South 9th Street Fargo, ND 58103

Telephone: (701) 241-5770 Facsimile: (701) 297-5776

Klein McCarthy & Co., Ltd. dba Klein McCarthy Architects 6465 Wayzata Boulevard

Suite 410

St. Louis Park, MN 55426 Telephone: (952) 908-9990 Facsimile: (952) 908-9991

This Standard Form of Architect's Services is part of the accompanying Owner-Architect Agreement (hereinafter, together referred to as the Agreement) dated the 21 day of December in the year Two Thousand Twenty-One 2021. PAGE 2

Existing Cass County Jail site located at 450 34th Street South, Fargo, ND 58103.

Population Forecast and design options for expanded inmate capacity at the Cass County Jail.

Bill Garnos, Jail Consultant – 2204 NE 75th Terrace, Gladstone, MO 64118. Construction Engineers Inc. – 35 4th Street North, Suite 202, Fargo, ND 58102.

County provided RFP data - see Exhibit 'C'

- .5 comparisons regarding multiple sites, if selected,
- .6 conclusions and recommendations, and
- other:

PAGE 3

§ 2.6.1	Preliminary assessment of Owner's Development Objectives	Architect
§ 2.6.2	Site evaluation	Architect
§ 2.6.3	Identification of environmental requirements	Not Provided
§ 2.6.4	Site context description	Not Provided
§ 2.6.5	Cultural factor assessment	Not Provided
§ 2.6.6	Historic resource inventory	Not Provided
§ 2.6.7	Building evaluation	Not Provided
§ 2.6.8	Conceptual drawings	Architect
§ 2.6.9	Estimate of the cost of the Work	Architect
§ 2.6.10	Public hearings and meetings	Not Provided
§ 2.6.11	Other Site Evaluation and Project Feasibility Services	Not Provided

- § 2.7.3 Identification of Environmental Requirements. Identify environmental requirements that may apply to the Owner's Development Objectives for the site, such as the need for environmental impact statements, assessments, documentation, testing, or monitoring.
- § 2.7.4 Site Context Description. Describe the physical characteristics and context of areas immediately surrounding the site, including existing land uses, proposed development, and public transportation. The Architect shall also describe land use patterns, trends, or potential uses of areas immediately surrounding the site and assess the impact of the Owner's Development Objectives on the surrounding sites and community.
- § 2.7.5 Cultural Factor Assessment. Research the history of the site, which may include historic land uses, existing structures on or adjacent to the site, archaeological significance, and other cultural factors. The Architect shall also assess the impact of the Owner's Development Objectives on the cultural significance of the site, surrounding sites, and community.
- § 2.7.6 Historic Resource Inventory. Prepare an inventory of buildings and other features on the site that have been identified by local, state, or federal authorities as historic, or that may have historic significance.
- § 2.7.7 Building Evaluation. Conduct an evaluation, based on visual observation, of the existing buildings on the site. The evaluation shall summarize, in general terms: (1) the buildings' existing uses; (2) elements or components of the buildings that do not comply with applicable codes and regulations; (3) the buildings' predominant materials and their conditions; (4) the buildings' structural systems and their conditions; (5) the buildings' mechanical, electrical, and plumbing systems and their conditions; and (6) potentially hazardous materials or toxic substances in the buildings. If necessary, the Architect shall recommend further investigation of any of the above.

§ 2.7.10 Public Meetings and Hearings. Attend public hearings and citizen information meetings as required to perform the services or as requested by the Owner. Prepare presentation materials as necessary for such public meetings and hearings.

#### § 2.7.11 Other Site Evaluation and Project Feasibility Services Identified in Section 2.6.11:

(Describe the Site Evaluation and Project Feasibility Services, if any, identified in Section 2.6.11.)

#### PAGE 4

- .1 (—<u>Two (2</u>) in person meetings <u>and Three (3) virtual meetings</u> with the Owner or the Owner's consultants
- .2  $\leftarrow$  One (1) visits to the site by the Architect
- .3  $(-Zero\ 0)$  presentations of any portion of the Services to third parties as requested by the Owner
- .4 (—) Zero (0 preparation for, and attendance at, public hearings and meetings

---

Compensation shall be based on a negotiated lump sum or published hourly rates of the firm(s) staff requested plus associated expenses. See Exhibit '\_B\_' - Hourly Rates.

**6.1** The Owner shall compensate the Architect as set forth below for services described in Section 1.1, or in the attached exhibit or scope document incorporated into this Agreement in Section 9.2.

§ 5.3 Compensation for Additional Services of the Architect's consultants, when not included in Section 5.2, shall be the amount invoiced to the Architect plus percent (—Fifteen percent (15\_%), or as otherwise stated below:

..

Not Applicable

## Certification of Document's Authenticity

AIA® Document D401™ - 2003

at I created the attached final document extification at 12:39:00 ET on 12/22/2021 that in preparing the attached final 4 – 2017, Standard Form of Architect's a its software, other than those additions

## Additions and Deletions Report for

AIA<sup>®</sup> Document B102<sup>™</sup> – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 12:21:31 ET on 12/22/2021.

#### PAGE 1

**AGREEMENT** made as of the 21 day of December in the year Two Thousand Twenty-One 2021

٠.

Cass County 211 South 9th Street Fargo, ND 58103

<u>Telephone: (701) 241-5770</u> <u>Facsimile: (701) 297-5776</u>

...

(Name, legal status, address and other information)

Klein McCarthy & Co., Ltd. dba Klein McCarthy Architects

6465 Wayzata Boulevard

Suite 410

<u>St. Louis Park, MN 55426</u> <u>Telephone: (952) 908-9990</u> Facsimile: (952) 908-9991

..

Population forecast and design options for expanded inmate capacity at the Cass County Jail.

PAGE 2

Provide forecast and design options for expanded inmate capacity at the Cass County Jail. See Exhibit 'A' – Klein McCarthy Architects RFP Response

...

Scott W. Fettig, AIA
Klein McCarthy & Co., LTD dba Klein McCarthy Architects
6465 Wayzata Boulevard
Suite 410

St. Louis Park, MN 55426 Direct: (952) 908-9995 Telephone: (952) 908-9990 Facsimile: (952) 908-9991

Email: scott.fettig@kleinmccarthy.com

PAGE 3

- § 1.5.1 Commercial General Liability with policy limits of not less than (\$ ) for each occurrence and (\$ ) One Million Five Hundred Thousand Dollars (\$1,500,000.00) for each occurrence and Three Million Dollars (\$3,000,000.00) in the aggregate for bodily injury and property damage.
- § 1.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than <u>One Million Five Hundred Thousand Dollars</u> (\$ 1,500,000.00 ) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

...

- § 1.5.5 Employers' Liability with policy limits not less than <u>Five Hundred Thousand</u> (\$ 500,000.00) each accident, Five Hundred Thousand (\$ 500,000.00) each employee, and One Million Dollars (\$ 1,000,000.00) policy limit.
- § 1.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than <u>Two Million Dollars</u> (\$ 2,000,000.00 ) per claim and <u>Four Million Dollars</u> (\$ 4,000,000.00 ) in the aggregate.

٠..

§ 1.6 The Architect agrees that during the performance of this Agreement, no person shall, on the grounds of race, color, religion, age, sex, sexual orientation, disability, marital status, public assistance status, creed or national origin be excluded from full employment rights in, participation in, be denied the benefits of or be otherwise subjected to discrimination under any applicable federal and state laws against discrimination.

...

Robert Wilson, County Administrator
Cass County
P.O. Box 2806
Fargo, ND 58108-2806
Telephone: (701) 241-5770
Facsimile: (701) 297-5776

Email: wilsonro@casscountynd.gov

PAGE 5

[ <u>X</u> ]

Arbitration pursuant to Section 4.3 of this Agreement

Compensation of Architect's services and expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of services not performed by the Architect.

...

Mutually agreed upon sum.

...

[X] Other

...

If the Owner and Architect do not select a termination date, this Agreement shall terminate one year from the date of commencement of the Architect's services. <u>Upon</u> presentation to the County Board of the Final Report.

...

Fee to be a total Lump Sum of Seventeen Thousand Nine Hundred Dollars (\$17,900.00) including Reimbursable Expenses per Exhibit 'A'.

PAGE 8

§ 6.2.1 Reimbursable Expenses for mileage and printing of Eight (8) final reports is included in the Lump Sum fee per Page 42 of the KMA RFP response – Exhibit 'A'. Beyond these, the reimbursables are in addition to compensation set forth in Section 6.1 and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

...

§ 6.2.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus  $\underline{\text{Zero}}$  percent ( $\underline{0}$ %) of the expenses incurred.

..

No additional insurance coverages are required.

...

§ 6.3.1.1 An initial payment of  $\underline{\text{Zero}}$  (\$  $\underline{0}$ ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

...

§ 6.3.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid <u>Thirty (30)</u> days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

...

% Legal prevailing rate per annum.

PAGE 10

#### § 8.1 DISPUTE RESOLUTION

§ 8.1.1 Any claims, disputes, or other matters in question between the parties to this Agreement, arising of or relating to this Agreement, shall first be resolved between the parties. If any claims, disputes or other matters cannot be resolved between the parties, the parties shall attempt resolution through a certified mediator, as recognized by the Minnesota State Bar Association.

#### § 8.2 LIMITATION OF LIABILITY:

§ 8.2.1 To the fullest extent permitted by law, the total liability, in the aggregate, of Architect and Architect's officers, directors, employees, agents, and consultant to Owner and anyone claiming by, through or under Owner, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to Architect's services, the Project or this Agreement, from any cause or causes whatsoever, including but not limited to, negligence, strict liability, breach of contract or breach or warranty shall not exceed the total compensation received by Architect under this Agreement.

...

AIA Document E203TM 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below: (Insert the date of the E203–2013 incorporated into this Agreement.) B203<sup>TM</sup>–2017, Standard Form of Architect's Services: Site Evaluation and Project Feasibility. [ ] AIA Document E204<sup>TM</sup> 2017, Sustainable Projects Exhibit, dated as indicated below: (Insert the date of the E204-2017 incorporated into this Agreement.) Other Exhibits incorporated into this Agreement: [X] Exhibit 'A' – Klein McCarthy Architects RFP Response dated December 6, 2021 [X] Exhibit 'B' – Hourly Rates(for approved additional services) [X] Exhibit 'C' - County RFP Data - Cass County Jail - Additional Housing Needs: The Case for Allocating Federal COVID Funds. (List other documents, including the Architect's scope of services document, hereby incorporated into the Agreement.) Certificate of Insurance - General Liability, Umbrella Liability, Professional Liability and Automobile Certificate of Insurance – Workers Compensation PAGE 11 Scott W. Fettig, President

## Certification of Document's Authenticity

AIA® Document D401™ - 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final docum simultaneously with its associated Additions and Deletions Report and this certification at 12:21:31 ET on 12/22 under Order No. 4633161157 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B102 <sup>TM</sup> – 2017, Standard Form of Agreem Between Owner and Architect without a Predefined Scope of Architect's Services, as published by the AIA in a software, other than those additions and deletions shown in the associated Additions and Deletions Report.	/2021 nent
(Signed)	
(Title)	
(Dated)	

DATE (MM/DD/YYYY) 01/13/2022

## CERTIFICATE OF LIABILITY INSURANCE Acct#: 1175910

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

THIS IS TO CERTIFY THAT THE POLICIES O INDICATED. NOTWITHSTANDING ANY REQ CERTIFICATE MAY BE ISSUED OR MAY PE	TIFIC F INS UIREE ERTAI	CATE NUMBER: SURANCE LISTED BELOW HAV MENT, TERM OR CONDITION O IN, THE INSURANCE AFFORDE	CONTACT   NAME:   PHONE     FAX   (A/C, No, Ext): 888-828-8365     FAX   (A/C, No, Ext): 888-828-8365     FAX   (A/C, No):					
	OLIC ADDL S INSD	SUBR	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	AS.			
COMMERCIAL GENERAL LIABILITY  CLAIMS-  OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: POLICY OTHER:  AUTOMOBILE LIABILITY  ANY AUTO  OWNED AUTOS ONLY HIRED AUTOS ONLY HIRED AUTOS ONLY HIRED AUTOS ONLY AUTOS ONLY  CLAIMS-MADE  DED  RETENTION \$  WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?  (Mandatory in NH)	N/A	C70050894	10/01/2021	10/01/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)  MED EXP (Any one person)  PERSONAL & ADV INJURY  GENERAL AGGREGATE  PRODUCTS - COMP/OP AGG  COMBINED SINGLE LIMIT (Ea accident)  BODILY INJURY (Per person)  BODILY INJURY (Per accident)  PROPERTY DAMAGE (Per accident)  \$ EACH OCCURRENCE  AGGREGATE  \$  X PER ELL EACH ACCIDENT  \$ 1,1	000,000		
If yes, describe under DESCRIPTION OF OPERATIONS below						000,000 000,000		
CERTIFICATE HOLDER  CASS COUNTY 211 SOUTH 9TH STREET FARGO, ND 58103	CORD	101, Additional Remarks Schedule, may b	CANCELLATION SHOULD ANY O	OF THE ABO PIRATION DAT ITH THE POLIC TATIVE	VE DESCRIBED POLICIES BE TE THEREOF, NOTICE WILL BE I CY PROVISIONS.			