

RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT WITH DLZ ARCHITECTURE AND THE BOARD OF ASHTABULA COUNTY COMMISSIONERS FOR ASHTABULA COUNTY SHERIFF'S OFFICE AND JAIL STUDY

WHEREAS, a Professional Services Agreement has been presented for the approval of the Board, to-wit:

Provider: DLZ Architecture, Inc., 6121 Huntley Road, Columbus, OH 43229

Scope: Services related to the development of the Ashtabula County Sheriff's office and Jail Study to assist Ashtabula County with the best long-term plan.

Cost: **Not to Exceed, \$75,000.00**

Term: 90 days, beginning upon signing; now

THEREFORE, BE IT RESOLVED, By the Board of Commissioners of Ashtabula County, Ohio that the Professional Services Agreement noted above is approved in accordance with the copy now on file in this office.

BE IT FURTHER RESOLVED, that the President of the Board, on behalf of the Board of Commissioners of Ashtabula County, is authorized to execute any and all necessary documents.

**ASHTABULA COUNTY COMMISSIONERS
CERTIFICATION PAGE**

Resolution No. 2024-53

January 11, 2024

RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT WITH DLZ ARCHITECTURE AND THE BOARD OF ASHTABULA COUNTY COMMISSIONERS FOR THE ASHTABULA COUNTY SHERIFF'S OFFICE AND JAIL STUDY

Upon the motion of Casey R. Kozlowski, seconded by J.P. Ducro IV.

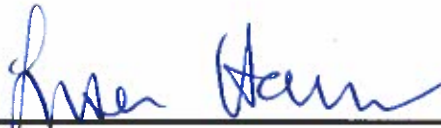
VOTE:

**Kathryn L. Whittington
J.P. Ducro IV
Casey R. Kozlowski**

**Aye
Aye
Aye**

CERTIFICATE OF CLERK

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution acted upon and duly passed by the Board of County Commissioners of Ashtabula County, Ohio, on the date noted above.



Lisa Hawkins, Clerk of the Board
Board of County Commissioners
Ashtabula County, Ohio

PROFESSIONAL SERVICES AGREEMENT

This Agreement is entered into this 11th day of January 2024, by and between DLZ Architecture, Inc. ("CONSULTANT") and Ashtabula County Board of Commissioners ("ASHTABULA COUNTY"), for professional and related services to be provided to ASHTABULA COUNTY.

I. SCOPE OF SERVICES

CONSULTANT shall provide to ASHTABULA COUNTY services as set forth in Exhibit A, "Scope of Services," attached hereto (the "Services"), which upon acceptance by ASHTABULA COUNTY shall be governed by the terms of this agreement.

II. FEES FOR SERVICES

For services provided by CONSULTANT to ASHTABULA COUNTY pursuant to this Agreement, ASHTABULA COUNTY shall pay CONSULTANT in accordance with the rates and charges set forth in Exhibit B, "Fees for Services," attached hereto.

III. BILLING AND PAYMENT

CONSULTANT shall submit a monthly statement to ASHTABULA COUNTY setting forth the amount due for services and itemizing amounts due for expenses. ASHTABULA COUNTY shall pay the full amount of such statement within thirty (30) days after receipt.

IV. INDEPENDENT CONTRACTOR

CONSULTANT shall provide services to ASHTABULA COUNTY as an independent contractor, not as an employee of ASHTABULA COUNTY. CONSULTANT shall not have or claim any right arising from employee status.

V. TERM

The term of this Agreement shall be for ninety (90) days from the date set forth above. This Agreement may renew on a monthly basis at the option of ASHTABULA COUNTY.

VI. TERMINATION OF AGREEMENT

Notwithstanding any other provision of this Agreement, ASHTABULA COUNTY may terminate this Agreement at any time with or without cause by giving thirty days' written notice to CONSULTANT.

Upon termination of this Agreement, CONSULTANT shall have no further obligation to provide services to ASHTABULA COUNTY. If the Agreement is terminated prior to completion of the services to be provided hereunder, CONSULTANT immediately shall cease incurring project costs and shall render a final bill for services to ASHTABULA COUNTY.

VII. WARRANTY

CONSULTANT warrants that (a) it and each of its employees, consultants and subcontractors, if any, that it uses to provide and perform the Services has the necessary knowledge, skills, experience, qualifications, and resources to provide and perform the Services in accordance with this Agreement; and (b) the Services will be performed consistent with the skill and care ordinarily exercised by members of CONSULTANT's profession when providing similar services under similar circumstances.

VIII. INSURANCE

(a) **General Liability Coverage.** CONSULTANT shall maintain commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence.

ASHTABULA COUNTY, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement.

(b) **Automobile Liability Coverage.** CONSULTANT shall maintain automobile liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall include coverage for owned, hired and non-owned automobiles.

(c) **Workers' Compensation.** CONSULTANT shall maintain workers' compensation coverage as required by Ohio law.

(d) **Professional Liability.** CONSULTANT shall maintain professional errors and omissions liability insurance with a limit of not less than \$2,000,000 each occurrence.

(e) **Proof of Insurance.** Prior to the commencement of any work under this Agreement, CONSULTANT shall furnish the ASHTABULA COUNTY with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without 30 days' prior written notice to ASHTABULA COUNTY. CONSULTANT will replace certificates for any insurance expiring prior to completion of work under this Agreement.

IX. LIABILITY

(a) CONSULTANT shall indemnify and hold harmless ASHTABULA COUNTY, its directors, officers, partners, agents, and employees from and against any and all

liability, claims, demands, damages, losses, and expenses, including but not limited to attorney's fees, to the proportionate extent for which CONSULTANT is determined to be legally liable resulting from negligent acts, errors, or omissions by CONSULTANT, its directors, officers, agents, and employees in performance of services pursuant to this Agreement.

(b) ASHTABULA COUNTY'S total liability under the Agreement shall be limited to the amount set forth in the Auditor's certificate accompanying the Agreement. Under no circumstances shall the elected officials, officers, employees, council members, or agents of ASHTABULA COUNTY be personally liable for any obligations or claims arising out of or related to this Agreement. No change or additional schedule to the Agreement shall be effective against ASHTABULA COUNTY without a new Auditor's certificate.

X. CONFIDENTIALITY

Any information and materials disclosed by or on behalf of ASHTABULA COUNTY to CONSULTANT in connection with this Agreement that is reasonably considered to be confidential ("Confidential Information") should be kept in confidence and used by the CONSULTANT only for the purpose of this Agreement. Confidential Information does not include information that CONSULTANT can establish: (a) is publicly known before disclosure; (b) is received by CONSULTANT without any restriction on further disclosure from a third-party with the lawful right to disclose that information; or (c) is independently developed by CONSULTANT. Unless required by court order, law or regulation, CONSULTANT agrees not to disclose the ASHTABULA COUNTY's Confidential Information to third parties except as necessary for the performance of this Agreement and under an agreement by which the third party is to be bound by the obligations of this confidentiality clause. This provision shall survive termination of this Agreement.

XI. AMENDMENT

All changes or modifications to this Agreement shall be in writing and signed by both parties.

XII. GOVERNING LAW

This Agreement shall be construed and interpreted according to, and the rights of the parties shall be governed by, the laws of the State of Ohio.

XIII. DISPUTE RESOLUTION

If any dispute or difference of any kind (a "Dispute") arises between the Parties in connection with, or arising out of, this Agreement, the Seller and Purchaser within 30

days shall attempt to settle such Dispute in the first instance through discussions. The designated representatives of CONSULTANT and ASHTABULA COUNTY shall promptly confer and exert their best efforts in good faith to reach a reasonable and equitable resolution of such Dispute. If the representatives are unable to resolve the Dispute within fifteen (15) Business Days, the Dispute shall be referred within two (2) Business Days of the lapse of the fifteen (15) Business Day period to the responsible senior management of each party for resolution. Neither party shall seek any other means of resolving any Dispute arising in connection with this Agreement until the responsible senior management of Parties have had at least an additional fifteen (15) Business Days to resolve the Dispute following referral of the Dispute to them. The Courts of Ashtabula County shall retain exclusive jurisdiction to resolve any disputes between the parties to the extent in which the parties cannot resolve their disputes within a reasonable amount of time. This agreement does not prohibit the parties from seeking mediation before litigation. During the pendency of any mediation or litigation the Parties shall continue to perform their obligations under this Agreement subject to Court Order.

XIV. ENTIRE AGREEMENT

This Agreement constitutes the complete and final expression of the agreement of the parties and is intended as a complete and exclusive statement of the terms of their agreements and supersedes all prior and contemporaneous offers, promises, representations, negotiations, discussions, communications, and agreements which may have been made in connection with the subject matter hereof.

XV. MISCELLANEOUS

This Agreement shall be binding on, and inure to the benefit of, each party's successors in interest, including their heirs, legatees, assignees, and legal representatives. Any waiver at any time by either party of its rights with respect to a default under this Agreement, or with respect to any other matters arising in connection with this Agreement, shall not be deemed a waiver with respect to any subsequent default or other matter. Except where specifically stated in this Agreement to be otherwise, the duties, obligations, and liabilities of the parties are intended to be several and not joint or collective. Nothing contained in this Agreement shall be construed to create an association, trust, partnership, or joint venture or impose a trust or partnership duty, obligation, or liability on or with regard to either party. Each party shall be individually and severally liable for its own obligations under this Agreement. If any provision of this Agreement is found or deemed by a court of competent jurisdiction to be invalid or unenforceable, it shall be considered severable from the remainder of this Agreement and shall not cause the remainder to be invalid or unenforceable. In such event, the parties shall reform this Agreement to replace such stricken provision with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

XVI. NOTICES

(a) Any notice, demand, information, invoice, report, or item otherwise required, authorized, or provided for in this Agreement, unless otherwise specified herein, shall be deemed properly given if delivered in person, sent by United States Mail, First Class postage prepaid, or delivered by commercial delivery service:

To CONSULTANT: DLZ Architecture, Inc.
Attn: Legal Department
6121 Huntley Road
Columbus, OH 43229

To ASHTABULA COUNTY:
Ashtabula County
Attn: Board of County Commissioners
25 West Jefferson Street
Jefferson, Ohio 44047

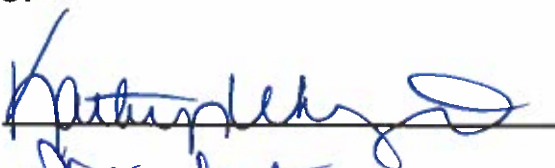
cc: Ashtabula County
Attn: Ashtabula County Prosecutor's Office
25 West Jefferson Street
Jefferson, Ohio 44047

(b) All notices shall be deemed effective upon receipt by the party to whom such notice is given.

XVII. SIGNATURE CLAUSE

The signatories hereto represent that they are authorized to enter into this Agreement on behalf of the party for whom they sign.

**BOARD OF COMMISSIONERS OF ASHTABULA COUNTY,
OHIO:**

By:  Date: 11/11/2024
Its: President

DLZ ARCHITECTURE, INC.:

By:  Date: 2024 01-09

Its: Robert P. Kirkley, PE | President

By:  Date: 2024 01-09

Its: Eric B. Ratts, AIA | Vice President

Approved as to Legal Form Only:

 Date: 2024.1.10

Colleen M. O'Toole,
Ashtabula County Prosecutor

Exhibit A

Scope of Services

The Scope of Services as set forth in the letter from DLZ Architecture Inc. dated January 2, 2024 (the "Letter Agreement") is incorporated by reference as if fully set forth herein. In the event of any conflict or ambiguity between any provision of the Letter Agreement and this Agreement, the provision of this Agreement shall take precedence.

Exhibit B

Fees for Services

CONSULTANT shall be paid a lump sum fee of \$75,000.

CONSULTANT shall be compensated for travel expenses in accordance with the Ashtabula County reimbursement policy.



INNOVATIVE IDEAS
EXCEPTIONAL DESIGN
UNMATCHED CLIENT SERVICE

January 2, 2024

Ashtabula County Board of Commissioners
Casey R. Kozlowski, Commissioner - President
Kathryn L. Whittington, Commissioner – Vice President
J.P. Ducro, IV, Commissioner
25 West Jefferson Street
Jefferson, Ohio 44047

RE: Ashtabula County Sheriff's Office and Jail Study
DLZ Architecture, Inc. Letter Agreement

Dear Commissioners,

Jail planning and construction is a major capital undertaking that often represents one of the single largest projects in a county. One key component to a better and more effective jail is comprehensive planning. DLZ Architecture, Inc. (DLZ) is pleased to submit our professional services letter agreement proposal to develop a Sheriff's Office and Jail Study (Study) to assist Ashtabula County with the best long-term plan.

CONSULTANTS APPROACH & METHODOLOGY: BASIC SCOPE OF WORK

With our Justice Architecture practice, DLZ is the leader in correctional design throughout the Midwest. We are the 'go to firm' for planning and designing cost effective jails that work not only for today's needs, but for many years to come. DLZ understands jails of today are more than just a warehouse for inmates. Facilities today must also address inmates with societal issues such as medical, addictions, mental health, behavioral management, and how to help with reintegration into society. Equally important is for the jails to be operationally efficient, safe, and secure.

DLZ has completed over 95 facility assessments for county jails just like your proposed project. We have developed a process that works – it is efficient and effective in understanding the facility owner and user needs, developing a scope of work, estimating probable construction costs, and identifying an implementation schedule. With our Studies, county officials can make the best educated and timely decisions on their future facility projects.

DLZ proposes to work with Ashtabula County elected officials, the sheriff, and key staff to complete the Study. Our goal is to garner results that are compatible with Ashtabula County's needs and desires, all with respect to fiscal responsibilities. There are two primary components to our proposed Study:

- Existing Sheriff's Office and Jail: identify a general scope of work to renovate the existing sheriff's office and jail, as well as an expansion concept to meet the space needs and rated bed needs through the year 2050.

- **New Sheriff's Office and Jail:** develop a scope of work concept for a new Sheriff's Office and Jail to meet the space needs and rated bed needs through the year 2050.

The following further describes each phase and what DLZ will provide:

PHASE ONE: Project Recognition

The Project Recognition Phase includes reviewing the current space programming and conditions of the existing Ashtabula County Sheriff's Office and Jail (Jail). Like so many jails across the country, the type and number of inmates have drastically changed. Thus, once "successful" jails no longer meet the needs of today's inmates. Today's inmates with addictions, mental health, behavioral management, and medical issues have resulted in jails being designed to address more rehabilitation and reform to help reduce the recidivism rates of inmates. Jails designs have evolved from an operation approach of "custody and control" to more "care and control."

In discussions with the Commissioners, and then jail staff during our tour on December 28, 2023, it is understood and recognized the County realizes the jail has many challenges, including inefficient space and an inadequate number of rated beds.

This is a multi-step process encompassing the visual observation, collection, and review of existing conditions, as well as onsite interviews to determine challenges and needs. The intent is to determine the possibility and practicality of renovating the existing jail and expanding to meet the space needs of the County, or if necessary, develop a new jail facility as the better long-term and comprehensive solution for Ashtabula County.

In a facility condition assessment of the existing Ashtabula County Jail and as access will allow, we generally review the following: core and shell, interiors, building equipment and systems, equipment and furnishings, other building construction, building site improvements, accessibility, access control, and specialized building security systems. With owner provided existing documents, DLZ's architects and engineers will visually review the existing building with jail staff and county maintenance staff.

Core and Shell

DLZ will visually review the core and shell of the jail. The initial focus will be to review the exterior envelope, doors, windows, and roofing.

Interiors

Our staff will visually review the interior of the jail. We will review the floors, walls, ceilings, materials, and overall circulation flow. The focus will be to document the general condition of the materials and finishes.

Building Equipment and Systems

DLZ will visually review the primary mechanical and electrical systems of the jail. We understand maintenance records and reports may be available for many of the components of this part of the review. It is important DLZ receives any known and available records and reports. The focus is to generally determine the remaining life expectancy of the existing equipment and systems. The review does not include load calculations for HVAC and if the existing equipment and systems are currently designed and sized correctly to meet the facility needs. Existing utility outside services feeding the facility will not be reviewed and analyzed during this Study (for example: electrical load tests, water and sewer capacity, etc.).

Equipment and Furnishing

We will perform a cursory visual review of the laundry equipment, fixed audiovisual equipment, food service equipment, and other fixed equipment found in the jail. The focus will be to document condition of the equipment.

Other Building Construction

DLZ will visually review other more items such as security systems, building automation systems, and special purpose rooms. Environmental review of hazardous materials and deconstructive testing is not included in any of the reviews.

Specialized Building Security System

DLZ will visually review the jails security system with respect to the integration and operation of the operator interface and consoles, security controls and alarms, intercom and paging, surveillance and recording, and lighting controls.

Summary

DLZ will develop a written Project Recognition report describing the existing facility visual review. The report will include narratives on the conditions of the building, photographs, and priorities to renovate/expand the facility. A priority of the report is to determine whether a renovation/expansion of the current building is practical, or if a new jail is a better solution.

PHASE TWO: Needs Assessment

Facility evaluations and assessments help county officials to identify characteristics necessary to develop a better, more efficient, safe, secure, and relevant sheriff's office and jail. We will develop information on the needs of the inmates, staff, and visitors for safety, security, effective/relevant management, and efficiency.

As part of the Needs Assessment Phase, DLZ will meet with Ashtabula County available Officials, Sheriff, and key staff to review goals and objectives for a project.

DLZ will perform the following tasks:

- Review available known existing reports and supporting documentation developed and made available by the County, other architects, or other agencies.
- Review current trends in county jails to determine the possible impacts these trends could have on the size and type of jail for Ashtabula County.
- Based on industry standards, forecast rated bed needs in consecutive years from 2024 to 2050.

Rated Bed Projections

Using historical jail occupancy data provided by the County, we will generate a statistical model that forecasts future jail rated bed needs. We will also review current and proposed legislation to determine how it may affect long term bed needs at Ashtabula County. Any future legislation may alter the number of rated beds needs and thus an updated rated bed projection should be completed at that time.

Projections for rated bed needs are typically developed on the analysis of three types of data, which are commonly referred to as "jail usage variables." The types consist of admission rate, average length of stay, and the average daily population. Two adjustment factors further refine the jail capacity forecast: peaking factor and classification factor.

Upon developing the trends, the rated bed projections are checked against local and state incarceration rates (if available) to determine where local practices fall within historic and regional contexts.

For the rated bed projections, DLZ will request the following data, but not limited to, for males and females from the Ashtabula County Jail Management System:

- Annual bookings – broken down for felony, misdemeanor, civil, court / probation holding
- Annual arrests – top ten reasons for each year
- Annual new criminal case filings – level for each
- Annual felony probation – completed, revoked new offense, revoked new violation, absconder
- Annual misdemeanor probation – completed, revoked new offense, revoked new violation, absconder
- Annual State commits
- Average daily population for each month and each year
- Average length of stay by each month and each year
- High daily population for each month and each year
- Numbers are typically a total and then separated for male and female
- Note: the more years of data that can be provided by the owner will result in better rated bed projections.

The Needs Assessment Report will become the basis for the Ashtabula County Jail needs. The Study will examine the policies and practices of the jail, and will identify functional and space deficiencies based on the space needs.

PHASE THREE: Facility Program Development

The Facility Program identifies the functional and space program recommendations in a document that also describes how the jail will function. The facility program defines and describes the desired operation and workflow of each area of the facility and identifies the spaces, adjacent spaces, users, and equipment/furnishings that will support the building's needs.

DLZ will perform the following tasks:

- Develop functional programming to define how the building will function and operate.
- Complete space programming, which stipulates the physical spaces needed to support the building's needs.

During the development of a preliminary concept, spaces are often added, omitted, or revised to meet the essence of the programmed design parameters.

The final product for this phase of work will be a Facility Program Report (FPR) that includes functional and space programming, and estimates of probable costs for construction and project costs.

At the completion of the Study, Ashtabula County and DLZ will have worked together to develop a Study for a recommended scope of work, a project schedule, and a budget for the project.

DELIVERABLE

In addition to the aforementioned, DLZ will provide the following based on the FPR:

Existing Sheriff's Office and Jail

The Owner will make available all known existing documents. From these documents, DLZ will develop a concept to renovate and expand the existing facility. The concept will be a series of renderings in color. An estimated hard construction cost and overall project cost will be developed.

New Sheriff's Office and Jail

DLZ will develop an order of magnitude concept for a new facility. The concept will be a series of renderings in color. An estimated hard construction cost and overall project cost will be developed.

Site Review

Over the years, DLZ has developed a matrix to assist Owners in identifying potential geographical sites for a new sheriff's office and jail. The matrix identifies several items that should be reviewed with each site. With each item, there is a scoring grade that results in an objective determination of what site is best for the project. Intangibles also are factored into the scoring to determine the preferred site.



INNOVATIVE IDEAS
EXCEPTIONAL DESIGN
UNMATCHED CLIENT SERVICE

Public Meetings

DLZ will participate in up to three public meetings to discuss the project scope of work, costs, and potential schedule. At the Owner's direction, we will present graphics/renderings of the proposed project concepts for a renovation/expansion to the existing sheriff's office and jail, as well as a possible new sheriff's office and jail project.

PROFESSIONAL FEE

DLZ proposes a lump sum fee of \$75,000.00. Typical expenses such as mileage will be reimbursed in addition to the lump sum fee. We will forward invoices monthly. The Study will be completed with DLZ employees as no consultants are expected or required.

STUDY SCHEDULE

To develop the Study, DLZ has proposed phases as identified. Our plan is to meet with Ashtabula County on a regular basis to provide an update on our progress and resolve any questions or issues through regular open communication. We have found this approach to keep all informed of the progress and how decisions are being made works best.

Each report phase will also go through a rigorous Quality Control review process, performed by a team of senior planners, architects and engineers, to validate that the team's recommendations and supportive data are representative of logical, practical solutions and sound planning and design practices.

Due to the nature of how the Study will be developed, there will be an overlap on the progression of the work for each phase. We propose to complete the study in about ninety calendar days from a written notice to proceed. DLZ understands the goal and the nature of the work and is prepared and able to commit the resources necessary to complete the study within the schedule identified.

SUMMARY

DLZ appreciates your consideration to provide professional services for the Ashtabula County Jail Study. For any comments you may have, please contact Eric Ratts at 614.888.0040 or eratts@dlz.com. We confidently believe DLZ is your best choice to be part of the Ashtabula County Team.

Respectfully,
DLZ ARCHITECTURE, INC.


Robert P. Kirkley, PE
President


Eric B. Ratts, AIA
Vice President



INNOVATIVE IDEAS
EXCEPTIONAL DESIGN
UNMATCHED CLIENT SERVICE

Ashtabula County Sheriff's Office and Jail Study
DLZ Architecture, Inc.
Page 7 of 7

APPROVED and ACCEPTED by Ashtabula County Commissioners

Please sign below and return one copy to Eric B. Ratts at eratts@dlz.com. Upon receiving this, DLZ will commence the Study.

By: 
Casey R. Kozlowski, Commissioner - President

Date: 1/11/2024

By: 
Kathryn L. Whittington, Commissioner - Vice President

Date: 1/11/2024

By: 
J.P. Ducro, IV, Commissioner

Date: 1/11/2024





INNOVATIVE IDEAS
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January 2, 2024

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By: _____
Casey R. Kozlowski, Commissioner - President

Date: _____

By: _____
Kathryn L. Whittington, Commissioner - Vice President

Date: _____

By: _____
J.P. Ducro, IV, Commissioner

Date: _____

