

CONSULTANT SERVICE AGREEMENT – Brazos County Detention Center Staffing Analysis

This Consultant Service agreement (“**Agreement**”) is entered into by and between Brazos County, Texas (Brazos County) located at 200 S. Texas Ave. Suite 352, Bryan, Texas 77803, and CGL Management Group, LLC (“CGL”) located at 5200 Waterford District Dr. Suite 430, Miami, FL 33126, for consultant services related to the Brazos County Detention Center Staffing Analysis – Proposal No. CIP 24-620 (“**Project**”) and shall become effective upon the full execution by all parties as of the date of the last party to sign below (the “Effective Date”).

CGL and Brazos County agree as follows:

1.0 AGREEMENT

1.1 Documents: This Agreement constitutes the entire contract between CGL and Brazos County for services related to the Project and supersedes all prior and contemporaneous communications, representations and contracts, oral, and written, with respect to its subject matter. Notwithstanding the foregoing, CGL acknowledges and agrees that it shall be subject to the terms and conditions of the consultant agreement by and between CGL and Brazos County (“**Client**”).

This Agreement incorporates the following documents(s):

<u>Exhibit:</u>	<u>Exhibit Title:</u>
Exhibit-A	CGL Proposal

Exhibit-A is incorporated for the limited purposes of establishing CGL’s Services and Compensation.

1.2 Conflicts: If a conflict, ambiguity, or other discrepancy exists in the interpretation of this Agreement, CGL must comply with the more stringent obligation, duty, and responsibility.

1.3 Modifications: No subsequent agreement between CGL and Brazos County binds on either party unless it is in writing and signed by the authorized representative of both CGL and Brazos County.

2.0 COMPENSATION

- 2.1 Basic Compensation. For Proper performance of Basic Services, subject to Article 5.0 CGL will pay CGL the lump sum fee of \$77,930. This amount covers all professional services and expenses associated with the project.
- 2.2 Additional Compensation. For proper performance of CGL's authorized Additional Services, subject to Article 5.0, Brazos County will pay for CGL on any hourly basis in accordance with the hourly billing rates stated in Exhibit-B.

3.0 SERVICES

“**Services**” refers to all Basic and Additional Services as follows:

- 3.1 Basic Services. CGL will perform all services required of it in Exhibit-A and all other services customarily provided by other Consultants performing the same or similar services on projects of the same or similar size and complexity (“**Basic Services**”).
- 3.2 Additional Services. CGL will perform other services within its expertise, but not part of Basic Services, if and only to the extent such services are mutually agreed to and approved by Brazos County (“**Additional Services**”). Brazos County has no obligation to compensate CGL for any Additional Services performed without written authorization. CGL has a duty to notify Brazos County following the occurrence of any event, condition or circumstance that may require CGL to perform Additional Services. Brazos County will determine and advise CGL of authorization for delivery of any Additional Services in writing.
- 3.3 Standard of Care. CGL has a duty to perform all Services reasonably expected of a properly qualified and competent Consultant performing in the same or similar services on projects of similar size and complexity.

4.0 SCHEDULE

- 4.1 Conditional Payments. Brazos County's obligation to pay Compensation is contingent upon acceptance and receipt of services from CGL.
- 4.2 Timely performance is a material obligation and stated time limitations are of the essence in this Agreement. CGL has a duty to perform all Services to the best of its ability in accordance with the time requirements indicated by the County. In all instances, CGL will perform the Services expeditiously, so as not to cause a delay to Brazos County.

5.0 PAYMENT

- 5.1 Withholding. Brazos County may withhold from payment any amount Brazos County determines in good faith to be reasonably necessary to protect Brazos County from loss resulting from CGL's failure to comply with a material obligation of this Agreement.

- 5.2 Invoicing. CGL will submit a monthly invoice by the fifth (5th) day of each calendar month. Each invoice will itemize in detail the full amount of Compensation and Reimbursable Expenses incurred through the last day of the preceding month. Proper documentation must accompany each invoice in a form reasonably acceptable to Brazos County. At a minimum, proper documentation includes, but is not limited to, the following information current through the date of CGL’s invoice: (1) CGL’s project number, (2) project name and description, (3) name of CGL’s authorized representative or project manager, (4) invoice number and date of invoice, (5) detailed description of professional services rendered and date of performance, (6) contract type (stipulated sum, or hourly), (7) contract amount (by phase), (8) percentage complete (by phase), (9) invoice amount (by phase – current and previous), and (10) amount invoiced to date. CGL will represent that the information contained in the invoice is true and correct. Brazos County reserves the right to contest any such invoice submitted for payment.
- 5.3 Hourly Rates. The hourly rates stated in Exhibit-A are applicable to the position for which the rates are specified. The substitution or replacement of an individual in any position does not result in an increase to the corresponding hourly rate. CGL’s hourly rates are fixed from the date of this Agreement. Thereafter, CGL may request in writing an adjustment to the hourly rates, which will occur only following Brazos County’s written approval.
- 5.4 Payments to Third Parties. CGL will promptly pay all subcontractors, vendors, suppliers and other third parties furnishing to CGL any services, labor, or materials related to the Project. CGL has a material obligation to pay such third parties within the shorter of the maximum time period permitted by Applicable Law or (30) calendar days after receipt of payment from Brazos County.

6.0 INSURANCE

- 6.1 Insurance Policies & Minimum Coverage Limits. During the Coverage Term described in Section 6.2, CGL has a duty to procure and maintain the Insurance Policies stated below with the minimum limits of liability equal to or greater than the minimum Coverage Limits required below. All premiums for insurance coverage required by the Agreement are the sole responsibility of CGL and included in CGL’s Compensation. The required Insurance Policies and Minimum Coverage Limits are:

<u>Insurance Policies:</u>	<u>Minimum Coverage Limits:</u>
Workers’ Compensation	Statutory
Employer’s Liability	USD 1,000,000 (Per Occurrence/Aggregate)
General Liability	USD 2,000,000 (Per Occurrence/Aggregate)

Automobile Liability	USD 1,000,000 (Per Occurrence/Aggregate)
Excess (Umbrella) Liability	USD 1,000,000 (Per Occurrence/Aggregate)
Professional Liability	USD 1,000,000 (Per Occurrence/Aggregate)

- 6.2 Coverage Term. Each policy of Professional Liability insurance will be retroactive to the earlier of the date of this Agreement or the actual date of commencement of the Services. All Insurance Policies continue during performance of this Agreement and for a period extending until the later of: (1) three years following the date of Completion of the Project, and (2) the date applicable statute(s) of limitation expire (“**Coverage Term**”).
- 6.3 Evidence of Insurance. Prior to commencing the Services, CGL has a duty to provide Brazos County with a certificate of insurance evidencing compliance with the requirements of this Agreement. Each certificate will stipulate that if the required insurance policies are to be canceled prior to completion or termination of this Agreement, the issuing company will provide Brazos County at least thirty (30) days’ prior written notice of such event. Brazos County’s receipt of CGL’s certificate(s) of insurance is a condition preceding CGL’s right to any receive payment of any amount under this Agreement. The failure to provide certificate(s) of insurance with thirty (30) days following the date of this Agreement is a material nonperformance.
- 6.4 Representation & Warranty of Insurance Coverage. CGL represents that it now carries and will continue to maintain during the Coverage Term the Insurance Policies and Minimum Coverage Limits stated in this Article. During the Coverage Term, CGL warrants that it will maintain the Minimum Coverage Limits stated in this Article and that its insurance policies are and will remain in compliance with the following: (1) CGL is named on CGL’s General Liability and Automobile Liability policies; (2) each of CGL’s insurance policies is primary to, non-contributing and not in excess of any other insurance available to CGL.

7.0 INDEMNIFICATION

- 7.1 CGL has a duty to indemnify, defend, and hold the County harmless from every claim, demand, damage, lien, cause of action, award, judgment, cost expense, fee (including reasonable attorney’s fees and expenses) and other loss to the extent caused by: (1) any negligent or wrongful act, error, or omission by CGL or any party for whose conduct CGL is legally responsible, (2) breach of this Agreement by CGL, (3) any copyright or patent infringement by CGL or any party for whose conduct CGL is legally responsible, (4) any failure to comply with laws (including Applicable Law), regulations, codes, ordinances, and other requirements of governing authorities by CGL or any party for whose conduct CGL is legally responsible, (5) any failure to pay any service, withholding, or other tax by CGL or any other party

for whose conduct CGL is legally responsible, and/or (6) any failure to pay third parties after receipt of payment from the CGL as required by Section 5.5. In the event the County is a defendant or respondent in a cause of action, dispute (including Disputes) or other claim based, in whole or in part, on the alleged act error or omission of CGL or any party for whose conduct CGL is legally responsible. CGL has a duty to reasonably cooperate with the County in responding to such cause of action, dispute, or other claim. Reasonable cooperation includes at a minimum, furnishing appropriate expert or other testimony, timely responding to requests for discovery of documents and other information, and/or otherwise furnishing reasonable assistance to the County and its counsel until such claim is finally resolved.

8.0 DELIVERABLES

8.1 Deliverables, Copyrights, and Use. Upon execution of this Agreement, CGL grants, conveys, and otherwise transfers to Brazos County all ownership and copyrights in all drawings, specifications, and other documents (electronic, paper, digital, photographic, and other media) prepared by CGL under this Agreement (“**Deliverables**”). CGL has an unconditional duty to provide all Deliverables to Brazos County on or before the date such documents are required to be delivered under this Agreement or within seven (7) days following receipt of a written demand for delivery by Brazos County, which is later. CGL’s failure to provide the Deliverables in accordance with this Article is a material breach of this Agreement. In no event is payment of compensation or any other amount a condition precedent to the obligation to provide the Deliverables as required by this Article. CGL may retain copies, including reproducible copies, of the Deliverables for information, reference, or other reasons required by law. CGL will not make changes to any drawings, specifications, or other documents (including, without limitation, electronic files) furnished to Brazos County without prior written consent. All drawings, specifications, and other documents (electronic, paper, digital, photographic, and other media) provided to CGL remain the property of Brazos County. Brazos County will indemnify and hold CGL harmless if Brazos County uses the Deliverables for any purpose unrelated to the Project without CGL’s written consent or professional involvement.

9.0 TERMINATION

9.1 Brazos County may terminate or suspend performance under this Agreement on the seventh (7th) calendar day following CGL’s receipt of Brazos County’s written notice of termination for cause and for any reason including, without limitation, the convenience of Brazos County. The term “cause” includes, without limitation: (1) actions which may result in a significant detriment to Brazos County, (2) the material breach of this Agreement, (3) the failure to carry, maintain or otherwise provide evidence CGL has procured the insurance required by this Agreement, (4) The failure to timely perform the Services, (5) the failure to provide the Deliverables as required by this Agreement, and (6)

the failure to pay third parties after receipt of payment from the Brazos County as required by Section 5.5. On the effective date of termination or suspension CGL has a duty to immediately cease further performance of the Services and promptly take such actions as are reasonably required to secure the Deliverables. Within seven (7) days following receipt of notice of termination or suspension, CGL has a duty to: (a) deliver to Brazos County originals of the Deliverables (whether or not completed) together with all confidential information and other documents which are the property of Brazos County, and (b) submit to Brazos County a final invoice through the effective date of termination or suspension. Brazos County's obligation to pay CGL's final invoice is conditioned upon receipt of the Deliverables (current as of the effective date of termination or suspension).

10.0 DISPUTES

10.1 Definitions. The following definitions apply: (1) "**Applicable Law**" means the laws of the state of Texas (2) "**Dispute**" means any controversy, claim, cause of action, demand, or other dispute arising out of relating to this Agreement or the Project, (3) "**Forum**" means the American Arbitration Association, (4) "**Rules**" mean the construction industry rules of the Forum, current on the earliest date notice of a Dispute is given or received by a party, and (5) "**Venue**" means the city, state/providence, and country of the Brazos County office designated in the preamble to this Agreement.

10.2 Other Duties. Any Dispute that is not subject to Section 10.2 is resolved as follows:

1. *Applicable Law Venue & Jurisdiction.* Applicable Law controls the interpretation and performance of this Agreement, exclusive of any conflict of law provisions. Venue for any litigation proceedings related to this Agreement is Brazos County.
2. *Mediation.* Disputes are initially referred to nonbinding mediation as a condition precedent to any further dispute resolution proceedings. Brazos County and CGL will mutually agree to the appointment of a mediator within ten (10) days following a party's demand for mediation or, if the parties are unable to reach agreement within such time period, the Forum will appoint a mediator with experience in mediating complex construction-related disputes. Brazos County and CGL will share equally in the cost of the mediator. Mediation will occur no more than thirty (30) days from the date the mediator is appointed. If a Dispute is settled through mediation, the terms of settlement must be reduced to writing and signed by Brazos County and CGL. If the parties fail to reach agreement within thirty (30) days following appointment of the mediator, then either party may submit the Dispute to arbitration or litigation in accordance with this Article.
3. *Litigation.* Disputes which are not resolved through mediation may be finally resolved by litigation in a Texas court of competent jurisdiction residing in the Venue. Brazos

County and CGL mutually submit to the personal jurisdiction of such courts. Notwithstanding terms to the contrary, all Disputes seeking injunctive relief as the sole remedy are resolved by litigation in accordance with this Section.

- 10.3 Limitations. Resolution of a Dispute commences a reasonable time following the occurrence of an event, condition, or circumstance giving rise to the Dispute; provided, however, in no event will either party initiate arbitration or litigation after the date when legal or equitable proceedings based on such Dispute would be barred by the applicable statute of limitations. Brazos County and CGL agree that tolling of limitation period on causes of action by either party for indemnification under this Agreement commences to run on the date the party seeking indemnification actually incurs a quantifiable loss (exclusive of related attorneys' fees, court/arbitration costs and other related expenses).
- 10.4 Continued Performance. Pending resolution of any Dispute, CGL has a duty to continue performing the Services in accordance with this Agreement. Brazos County will continue to pay CGL properly due and undisputed amounts owed under this Agreement.
- 10.5 Consolidation and Joinder. CGL hereby unconditionally consents to consolidation and joinder in any dispute resolution proceeding in which Brazos County is a party and the matter in controversy results, in whole or in part, from the actual or alleged act, error, or omission of CGL.

11.0 COMPLIANCE WITH ANTI-BRIBERY/ANTI-CORRUPTION LAWS

- 11.1 CGL acknowledges that it is familiar with and shall comply with all Texas statutes prohibiting bribery and corrupt practices. CGL is deemed to have breached this Agreement (which Brazos County may immediately terminate) if it is shown that CGL participated in: (1) offering, giving, receiving, or soliciting anything of value with a view to influencing the behavior or action of anyone, whether a public official or otherwise, directly or indirectly in the selection process or in the performance of Services under this Agreement, (2) a misrepresentation of facts in order to influence a selection process or the execution of a contract to the benefit of CGL and/or Brazos County, including the use of collusive practices intended to stifle or reduce the benefits of free and open competition, or (3) any other violation of Applicable Law.
- 11.2 CGL warrants and represents the following are true statements and will remain true during performance of the Services: (1) CGL is authorized and duly qualified to perform the Services required in this Agreement, (2) none of CGL's personnel are foreign or domestic government employees, official or other representatives, (3) no money paid or thing of value given to CGL by Brazos County will be paid, given, or otherwise transferred directly or indirectly to any foreign or domestic government, employee, official or other representative, (4) CGL is not in material violation of any laws, rules, or imposed, asserted,

or threatened against CGL under any foreign, federal, state, local, or other law, or regulation relating to employment immigration, foreign, or domestic corrupt practices or the avoidance of assertion of any such citation, fine, or penalty. CGL will promptly notify Brazos County in writing if circumstances arise that would cause any of the foregoing statement to become false at any time during performance of the Services.

12.0 AUDIT RIGHTS

12.1 For a period of three (3) years following completion of the Services required by this Agreement, CGL has a duty to maintain accurate and complete records of all transactions, gifts, donations, contributions, correspondence and other matters related to the Project and this Agreement (collectively referred to as “**Consultant Records**”). Consultant Records will be kept in accordance with Generally Accepted Accounting Principles and will include by way of example and not limitation, proper and complete documentation of all funds received and paid by CGL for any purpose related to the Project and/or this Agreement. All amounts received and paid by CGL will be supported by timesheets, invoices, receipts, and such other documents as may be necessary to determine how such funds are used by CGL and its third party payees. CGL will make Consultant Records available to Brazos County, its agents, auditors, representatives and other designees for review, inspection, and audit at any time during normal business hours at CGL’s office referenced in the preamble to this Agreement.

13.0 MISCELLANEOUS

- 13.1 Severability. If any provision or part of a provision of this Agreement is determined to be superseded, invalid, illegal, or otherwise unenforceable under any Applicable Law or court order, such determination will not impair or otherwise affect the validity, legality, or enforceability of the remaining provision or parts of the provision of the Agreement, which remain in full force and effect as if the unenforceable provision or part were deleted.
- 13.2 No Waiver. The failure of either party to insist, in any one or more instances, on the performance of any obligation or right under the Agreement does not constitute a waiver or relinquishment of such obligation or right with respect to future performance.
- 13.3 Independent Contractor. CGL is an independent contractor, not an employee of Brazos County. Without limiting the foregoing, CGL acknowledges and agrees that Brazos County will not include employees of CGL in any of its employee benefit plans and CGL will pay taxes on payments received.
- 13.4 Successors and Assigns. Brazos County and CGL, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party with respect to all covenants of this Agreement. Neither Party will assign,

sublet, or transfer any interest in this Agreement without the written consent of the other, provided.

- 13.5 Consultant. No portion of the Services may be contracted to any other party without the prior written consent of Brazos County. In the event of such consent is given, CGL must include in all contracts terms and conditions which bind each consultant to CGL to the same extent CGL is bound to Brazos County in this Agreement including, but not limited to, the payment, indemnification, dispute resolution and audit terms. Nothing contained in this Agreement creates a contractual relationship with or a cause of action in favor of a third party against either CGL or Brazos County.
- 13.6 Federal Contracts. The following apply to all agreements in which the Brazos County or end user is the United States Government. The Equal Employment Opportunity Clause required under Executive Order 11246, the affirmative action commitment for disabled veterans and veterans of the Vietnamese era set forth in 41 CFT 60-250.5, the affirmative action commitment for disabled veterans and other protected veterans, set forth in 41 CFR 60-300.5, the affirmative action clause for disabled workers, set forth in 41 CFR 60-741.5, and the related regulations of the Secretary of Labor, 41 CFR Chapter 60, are incorporated by reference in this Agreement. By accepting this Agreement, CGL certifies that it complies with the authorities cited above and that it does not maintain segregated facilities or permit its employees to perform services at locations where segregated facilities are maintained, as required by 41 CFR 60-1.8, if applicable.
- 13.7 Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which is deemed an original. When proving this Agreement, it is only necessary to produce or account for the counterpart signed by the party against whom the proof is being presented.
- 13.8 Notices & Authorized Representatives. Notices are sufficient if in writing and delivered by hand, email, or by regular mail to the authorized representative of the other party; notices sent by regular mail will also be transmitted by facsimile or email at the time of mailing. Unless otherwise designated in writing, the signatories to this Agreement are the parties authorized representative for all purpose.
- 13.9 Confidential Materials. All materials provided to CGL by the County that the County designates as confidential must be returned to the County at the close of the project. CGL may not make copies of confidential materials without the expressed approval of the County. Any and all copies of confidential materials will be returned to the County at the close of the project.

[SIGNATURE PAGE FOLLOWS]

This Agreement is accepted for:

CGL Management Group, LLC:

By: *Karl Becker*

Title: Executive Vice President

Date: July 24, 2024

5200 Waterford District Dr. Ste 430, Miami, FL
(Address)

217-414-9895
(Telephone)

This Agreement is accepted for:

Brazos County:

By: _____

Title: _____

Date: _____

200 S. Texas Ave., Ste 352, Bryan, TX 77803
(Address)

(Telephone)

Exhibit A: Terms and Conditions / Scope of Services



COPY

Request for Proposal No. CIP 24-620

STAFFING ANALYSIS FOR BRAZOS COUNTY DETENTION CENTER

Bryan, Texas

Submitted By:

CGL Management Group

2626 Cole Ave

Dallas, Texas 75204

July 2, 2024





July 2, 2024

Brazos County
Purchasing Departments
200 S. Texas Ave., Suite 352
Bryan, Texas 77803

**RE: Request for Proposal No. CIP 24-620
Staffing Analysis for Brazos County Detention Center**

To the Members of the Selection Committee,

CGL is excited to submit this proposal for consideration to conduct a staffing analysis for the Brazos County Detention Center. With decades of experience working across various counties in Texas, CGL has successfully completed over 60 projects within the state. This extensive experience has equipped us with a deep understanding of Texas standards, local policies, and the unique demands of detention center management in the state.

Our firm is dedicated to the criminal justice market and specializes in providing real solutions to complex issues specific to detention and justice operations and facilities. Our team includes former corrections administrators, wardens, jail administrators, detention officers, and deputy chiefs. These experienced practitioners work with CGL's seasoned planners, architects, construction, and maintenance professionals to provide our unique 360 Justice Approach.

We recognize that no two criminal justice systems are alike, and each has unique aspects and circumstances which need to be considered in planning, staffing, and operations. A distinct advantage CGL brings to the table is the volume of work completed in systems throughout the United States in various stages of planning and evaluation. This ensures our experts remain on the cutting edge of best practices and industry trends in real time.

Our team members have evaluated the needs of some of the most complex correctional, law enforcement, courts, and jail systems across the nation. Team members have extensive practical experience working in complex detention and law enforcement systems and understand the integral role that policies and practice have in staffing needs.

This proposal describes our recommended project approach, schedule, and fee. Additionally, we present a summary of experience on comparable projects, comprehensive resumes for our proposed project team, and references. Brian Lee will serve as the project manager and primary contact for this project and can be reached at BLee@CGLcompanies.com. For any contractual inquiries, please reach out to me directly. All information is provided below.

We greatly appreciate Brazos County's consideration of our proposal and look forward to the opportunity to work with you.

Sincerely,

Karl Becker
Executive Vice President, Justice Services
CGL Management Group
217-414-9895 | KBecker@CGLcompanies.com



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PROJECT UNDERSTANDING



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Section 1

PROJECT UNDERSTANDING

Experienced Partner

Brazos County has recognized the critical need for a thorough staffing analysis to enhance its operational efficiency, safety, and overall effectiveness of their Detention Center.

Managing a workforce of 186 full-time and 14 part-time employees responsible for the oversight of approximately 800 inmates daily presents unique challenges. To address these challenges, it is essential to partner with a consultant who not only understands the intricacies of detention center operations but also has extensive experience within the state of Texas.

CGL brings decades of experience working with various counties across Texas, having successfully completed over 60 projects within the state. Our long history of collaboration with Texas counties includes projects such as the Tarrant County Staffing Study, Nueces County Jail Needs Assessment, and the Dallas County Facilities Master Plan. These projects have equipped us with a deep understanding of Texas standards, local policies, and the unique demands of detention center management within the state.

Our expertise is built on a foundation of consistent performance and a deep commitment to understanding the specific needs of each county we serve. We are familiar with the regulatory landscape and best practices required to ensure compliance with state and federal laws. This extensive background positions us uniquely to provide a comprehensive staffing analysis tailored to the operational needs and challenges of the Brazos County Detention Center.



CGL's approach will involve detailed project initiation and data collection to capture current staffing levels, schedules, and distributions. By thoroughly reviewing the facility profile and operations, we will identify critical patterns and inefficiencies. Our staffing development phase will provide tailored recommendations to ensure optimal safety, security, and operational efficiency, grounded in best practices and legal compliance. We will also perform a cost analysis and benchmarking to ensure our recommendations are financially sound.

The culmination of our efforts will be a comprehensive final report, outlining our analysis process, specific staffing recommendations, and a phased implementation plan. Throughout the project, we will maintain clear communication with Brazos County stakeholders, ensuring that our findings and recommendations are transparent and actionable.

CGL's extensive experience in Texas, combined with our commitment to excellence, and deep understanding of local policies, makes us the ideal partner for this vital staffing analysis. Our goal is to enhance the operational efficiency of the Brazos County Detention Center, ensuring a safer and more secure environment for both staff and inmates.

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METHODOLOGICAL APPROACH







Section 2

METHODOLOGICAL APPROACH

Proven Process

One of the primary issues with criminal justice systems across the United States is the challenge of how to invest scarce resources to achieve the most cost-effective solution to achieve policy objectives. Decision makers need to have sound research, comprehensive analysis, and reliable data to inform the public and make sound policy decisions.

Determining staffing needs in a detention setting can be a complicated undertaking, and corrections staffing requirements are often misunderstood by those outside the system. No two detention facilities are the same and while all must perform the same type of tasks (housing offenders, meeting basic human needs, providing access to programs and services, accommodating visitation, etc.), often, how they accomplish these tasks can differ significantly.

As a result, there is no nationally fixed staff to inmate ratio to guide the number of staff needed in a jail. The number of staff necessary must be ascertained on a facility-by-facility basis. Texas has a state standard minimum 1 to 48 and more if deemed necessary. A substantial number of factors impact jail staffing needs including:

- **Criminal Justice System Policies and Practices:** Jails are not isolated; their population levels and operational needs are heavily influenced by the collective actions of other stakeholders in the local criminal justice system.

- **Facility Layout:** The physical design of buildings determines the minimum number of posts required for adequate supervision of the population.
- **Inmate Management Philosophy:** There are two types of population management that impact staffing in a detention facility.
 - **Direct supervision** is a method of inmate management, which ensures continuing direct contact between inmates and staff by the assignment of officers to work inside the housing unit in close proximity to inmates. With direct supervision, it is important to carefully analyze the number of staff required to operate an inmate living area, without jeopardizing staff safety.
 - **Indirect supervision** facilities are characterized by the presence of barriers that separate officers from the inmate population. Officers observe inmates from a distance separated by a secure barrier, which allows staff to view the activities inside the living area depending on available sightlines.
- **Population Density:** The number of inmates housed in a space has significant implications for the level of tension in a facility, the potential for disturbance, and the demands placed upon staff in assuring order.
- **Inmate Classification:** The type of inmates housed in a facility will have a large bearing on the need for supervision and the level of risk present in an institution. The classification of inmates in terms of their potential security threat (i.e., maximum, medium, and minimum security) has a direct relation to required staffing.



- **Inmate Movement Patterns:** The degree of inmate movement and the nature of that movement (escorted or unescorted) relate directly to the degree of control exercised over inmate behavior and the staffing required for that level of control.
- **Transportation Requirements for Court or Medical Services:** The frequency with which inmates must be taken out of a facility for purposes such as court appearances, medical services, or other external services will draw significantly on staff resources.
- **Perimeter and Interior Security Systems:** The number and use of technology-based security systems have an important bearing on a facility's required staffing level.
- **Policies and Standards:** Standards and local policies have a direct impact on staffing needs. In some jurisdictions, minimum staffing standards guide agencies with ratio of staff to inmates. *Texas Administrative code Title 37 Public Safety and Corrections, Part 9 Texas Commission on Jail Standards, Chapter 275 Supervision of Inmates, Rule §275.4* Staff provides some guidance in jail staffing. It dictates no less than 1 jailer per 48 inmates or increment thereof on each floor for direct inmate supervision, but that is not the final word on staff to inmate ratio. Rule §275.4 also states the Texas Commission on Jail Standards may require staffing in excess of the minimum requirements when deemed necessary for provide a safe, suitable, and sanitary facility.
- **Training Requirements:** The degree to which training activities take staff away from their duties will create a demand for utility or relief staff, or utilization of overtime.
- **Staff Turnover:** Vacancies affect the need for and availability of staff to cover posts. Excessive turnover can negatively impact operations by resulting in a workforce that lacks experience and requires additional training and supervision.
- **Division of Responsibility with Civilian Staff:** In any institution, there are positions that either do not involve inmate supervision or, while there is direct contact with inmates, do not necessarily require correctional officer training. Examples of functions that may be provided by either officers or civilians include personal property management, dietary services, classifications, and commissary services.
- **Prioritization of Posts:** Management's ability to objectively evaluate facility post requirements and determine which posts can be safely closed under certain circumstances facilitates the efficient allocation of staff.
- **Leave Usage:** Increased leave time usage is a national trend CGL has observed in jurisdictions across the nation. Increased use of leave time directly impacts jail staffing needs.
- **Past Incidents:** Past serious incidents often play a critical role in shaping operational practices. Corrective actions taken after critical incidents can impact staffing needs.
- **National Standards and Requirements:** Evolving national standards such as the *Prison Rape Elimination Act* and changes relative to restrictive housing have increased the workloads of uniform staff in detention facilities

Project Workplan

CGL's analysis of jail staffing and system efficiency is designed to identify the definitive custody staffing needs of the county's jail. Our extensive experience in jail systems staffing and operations informs the straightforward, result-driven work plan developed for this project.

TASK 1: PROJECT INITIATION AND DATA COLLECTION

1.1: Initial Meetings with County Management

CGL will hold initial discussions with the Sheriff's and County's project liaisons to:

- Clarify project objectives
- Identify data needs and available resources
- Finalize a collaborative project work schedule
- Establish protocols for progress reports and communication to keep the project management team fully informed of project developments

1.2: Request and Review Data

Our project manager will submit a comprehensive data request to begin reviewing relevant documents quickly. These documents will include:

- Strategic plans, mission statements, goals, objectives, and performance measures
- Recent audits, management letters, and internal audit reports
- Previous and current management and staffing studies
- Current and prior year budget information
- Current staffing levels and authorized positions
- Facility post-orders
- Staffing allocation plans and personnel statistics (e.g., turnover, retirements, overtime usage, leave utilization)
- Historical hiring and resignation data over a three-year period
- Annual leave data and training requirements for all employees
- Program descriptions and performance indicators

- Organizational charts and staffing assignment information
- Population and capacity data for the last 24 months
- Demographic data on the present population, including classification level
- Current master staff roster and daily rosters for all shifts for a one-month period
- Civilian staff assignments and data on critical incidents
- Staffing cost data, including regular salaries, overtime, and associated expenses
- Current deployment methodology and staff allocation details
- Detailed descriptions of the jail's physical plant, including layouts and schematics
- Relevant policies, procedures, SOP manuals, and general orders
- Internal reports and documents detailing staffing and programs
- Transportation logs

1.3: Stakeholder Engagement

To accurately determine staffing needs, CGL will develop an understanding of the Brazos County criminal justice system through data review and stakeholder interviews. Meetings with stakeholders (e.g., sheriff, jail administration, district attorney, public defender, and courts) will aim to:

- Understand the justice system's impact on jail staffing needs
- Gather information on decisions within the courts affecting the jail population

TASK 2: FACILITY PROFILE AND OPERATIONS REVIEW

2.1: Site Visit/Operations Reviews

CGL will conduct an on-site review of staffing and efficiency needs at the jail. This includes:

- Interviews with sheriff's office staff and jail administration regarding operations, policies, and staffing issues
- Comprehensive tours of the jail
- Evaluation of facility-specific documents (e.g., rosters, post orders, security practices)
- Assessment of movements (court, medical, internal escorts) and other scheduled activities
- Analysis of factors impacting staffing, including facility design, mission, and population characteristics
- Evaluation of potential changes to improve staff efficiency

- Benchmarking against similar counties in cost per inmate, staff per inmate, overtime usage, and leave time usage
- Review of booking and housing procedures for efficient staff deployment and facility security

2.2: Efficiency in Operations Analysis

A professional staffing assessment may reveal inefficiencies or areas needing modification. The assessment will:

- Identify inefficiencies that can be remedied through additional staff training or new technology
- Analyze changes in inmate populations, demographics, treatment, and policies affecting current staffing plans
- Evaluate the effectiveness and efficiency in the use of officers and civilian staff, chain of command, administrative structure, and span of control
- Develop methodologies to reduce staffing pressures and spending

TASK 3: STAFFING DEVELOPMENT

3.1: Develop Facility Post Plan

CGL will create a detailed post plan, identifying individual posts based on established shift schedules, workload, and operational/program needs. The plan will:

- Review each staffing post or job assignment
- Compare the recommended post plans with the current post plan
- Evaluate alternative models and workflows to improve efficiency

3.2: Develop Shift Relief Factor/Development of Staffing Needs

CGL will develop an accurate relief factor using National Institute of Corrections standards, considering:

- Net annual work hour (NAWH) calculation
- Actual system leave data, training practices, and allowable break time
- “What-if” analysis on changes in workforce seniority impacting staffing needs and costs
- Impact of significant peaks in retirement on the system

3.3: Determine Facility Staffing Requirements

Using the analysis, CGL will develop a recommended staffing plan and post roster, identifying:

- Required schedules and hours of coverage for each post
- Staff needs for offender transport, court security, medical services, and programs





- Cost-effective division of responsibilities between civilian and sworn staff
- Staffing needs for support and administrative functions
- Maximum number of inmates vs current staffing numbers
- Prioritization of mandatory posts

TASK 4: COST ANALYSIS AND BENCHMARKING

4.1 Review Overtime Management Practices

CGL will review and evaluate overtime usage, identifying:

- Factors driving overtime usage
- Measures to better manage and reduce overtime costs
- Financial comparison of the cost of new employees versus overtime
- Potential impact of alternative shift schedules

4.2 Cost Analysis

The cost analysis will:

- Compare current staffing practices to proposed practices
- Develop alternative staffing projections and cost models

4.3 Benchmarking and Market Challenges

CGL will conduct a local market analysis of salary levels and competing markets, evaluating:

- Efficiencies in hiring practices
- Reasons for potential employee loss to other markets
- Comparative benchmarking with other jurisdictions on inmate-to-staff ratios, overtime use, and leave usage

TASK 5: REPORT DEVELOPMENT

CGL will develop and submit a draft report addressing the following questions:

- Is the Sheriff's Office employing the right number of staff for its current population?
- What is the appropriate staffing level at current and full occupancy?
- How many inmates could be safely supervised with the current number of staff?
- Are the right types of staff deployed to the right assignments?
- Are posts assigned properly?
- Is the scheduling of staff and use of overtime efficient and cost-effective?
- What are the most beneficial ways to balance full-time employees and overtime?
- What strategies could reduce staffing pressures and overtime?
- How does the Brazos County Detention Center compare to other facilities in staffing ratios, leave time, and overtime?
- What are the financial implications of recommended changes in staffing, efficiency analysis, post assignments, and policy changes?
- What standards guided these recommendations?

Based on input from the Brazos County, CGL will revise and submit the final report, and be available to present its findings as required by the county.

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EXPERIENCE AND EXPERTISE







Section 3

EXPERIENCE AND EXPERTISE

Unmatched Experience

Established in 1974, CGL has since grown into the largest, most comprehensive criminal justice consulting firm in the world. Our vertically-integrated 360 Justice service platform provides justice clients with:

- **Significant facility cost savings**
- **Increased facility life**
- **Total understanding of the facility and operations**
- **Speed to market with a single-source solution**
- **Reduced risk and comprehensive plans that work**

We are the leading provider of justice management and operations, research, analytics, facility planning, design, program management and maintenance solutions.

To date, CGL has worked in more than 900 counties and municipalities, all 50 states, and 20 countries. Owners have turned to us to deliver solutions on more than 2,000 projects and we currently manage maintenance for over 17 million square feet of justice facilities.

We are internationally recognized experts in justice facilities, specializing in facility planning, design, maintenance, and operations.

CGL brings together the top minds in justice planning, design, maintenance, and management. Our team has worked in and alongside criminal justice agencies, dedicating our careers to understanding the complexities and unique nature of the justice system. From operations experts with firsthand experience as wardens, administrators, and directors of justice facilities and systems, to internationally-recognized experts in sustainable justice practices and criminology, we deliver a 360 approach to justice.





STAFFING & OPERATIONAL ASSESSMENTS

Maricopa County Sheriff's Department Operational Review

Phoenix, Arizona

Participated in a study of detention system needs for Maricopa County, Arizona. The project identified staffing needs in all detention facilities and programs, assessed facility utilization strategies, reviewed program effectiveness, and identified strategies to improve operational effectiveness.

Tarrant County Jail Staffing Analysis

Fort Worth, Texas

CGL was contracted to conduct a comprehensive review of staffing needs and efficiencies for the Tarrant County Detention Bureau (TCDB) in Fort Worth, Texas. TCDB is a large detention system with a capacity of 5,000 beds located in five separate correctional facilities as well as a large Support Services Division.

Fulton County Jail Staffing Analysis and Medical Program Review

Atlanta, Georgia

The project examined current staffing levels in all Fulton County correctional facilities, identified the security and operational impact of current staffing practices, and made recommendations on staffing levels required to maintain professional operational standards and meet court order requirements. The project also evaluated the county's current contract for medical services at the jail as well as its pending RFP, and made recommendations to improve the efficiency and effectiveness of medical service delivery.

Santa Clara County Sheriff's Office Staffing Analysis

San Jose, California

Conducted a review of staffing and operational issues in the county jail system. The study included both sworn and non-sworn staff. The primary objective of the review was to evaluate current staffing practices relative to current operational workloads, recognized best practices, professional standards, and applicable local, state, and federal policies and regulations. The review also assessed the sheriff's office budget request for the jail system, as well as other issues with an impact on jail staffing requirements and practices.



Pierce County Detention Operations Evaluation

Tacoma, Washington

The project team conducted a performance audit of the county's jail system. The project focused on operational staffing requirements and capacity utilization in jail system facilities. In addition, the project team reviewed facility operations to determine consistency with contemporary best practices in corrections operations and management.

Shasta County Jail Operations Review

Redding, California

Provided a detailed evaluation of the performance of the operations of the Shasta County Jail (SCJ) relative to current operational workload, recognized best practices, professional standards, and applicable local, State, and Federal policies and regulations. Project activities included a review and analysis of current operational policies and practices; jail program and service delivery; risk management; and the overall performance and efficiency of current jail operations.

Sacramento County Adult Correctional System Review

Sacramento, California

The project assessed the county's adult correctional system operations and provided support in the implementation of cost-effective approaches to reducing offender recidivism and maintaining community safety.

Sonoma County Criminal Justice Master Plan

Santa Rosa, California

Developed a master plan for the future development of Sonoma County justice system facilities and programs. Over the course of the project, CGL documented the county's current use of justice systems programs and facilities, analyzed offender population characteristics and trends, assessed current facility conditions and suitability, projected future service level needs, reviewed current program performance, and made recommendations for future justice system development. The analysis provided the foundation for future facility planning and program development.

Philadelphia Department of Prisons Cost Efficiency Review

Philadelphia, Pennsylvania

Conducted an evaluation of the cost-effectiveness and efficiency of the Philadelphia Department of Prisons (PDP) in managing its budget and addressing operational needs with available resources. The review found that the PDP is a cost-effective user of City of Philadelphia (City) resources within the context of its performance objectives and the constraints under which it must operate. While potential opportunities are available to achieve some savings, the overall PDP budget supports an efficient approach to management of the city's correctional system.

Montgomery County Jail Operations Review

Dayton, Ohio

Directed a review of the operation of the Montgomery County Jail, focusing on facility staffing needs, physical plant conditions, inmate management, health care services, and training. The project team documented current issues in jail operations and made recommendations for improvement to the Montgomery County Justice Committee.

Orleans Parish Jail Staffing Review

New Orleans, Louisiana

The project assessed the current security and future staffing at the detention facilities of the Orleans Parish Sheriff's Office (OPSO) and determined the number and allocation of staff required to effectively operate the jail system.

Santa Barbara County Public Safety Realignment Program

Santa Barbara, California

The project assessed the effectiveness of the past five years of Santa Barbara County realignment activities and resulted in a strategic plan to assist and inform the Community Corrections Partnership (CCP) that has been formed as part of the realignment effort and the Santa Barbara County Board of Supervisors.

Newport News Facility Operations Risk Assessment

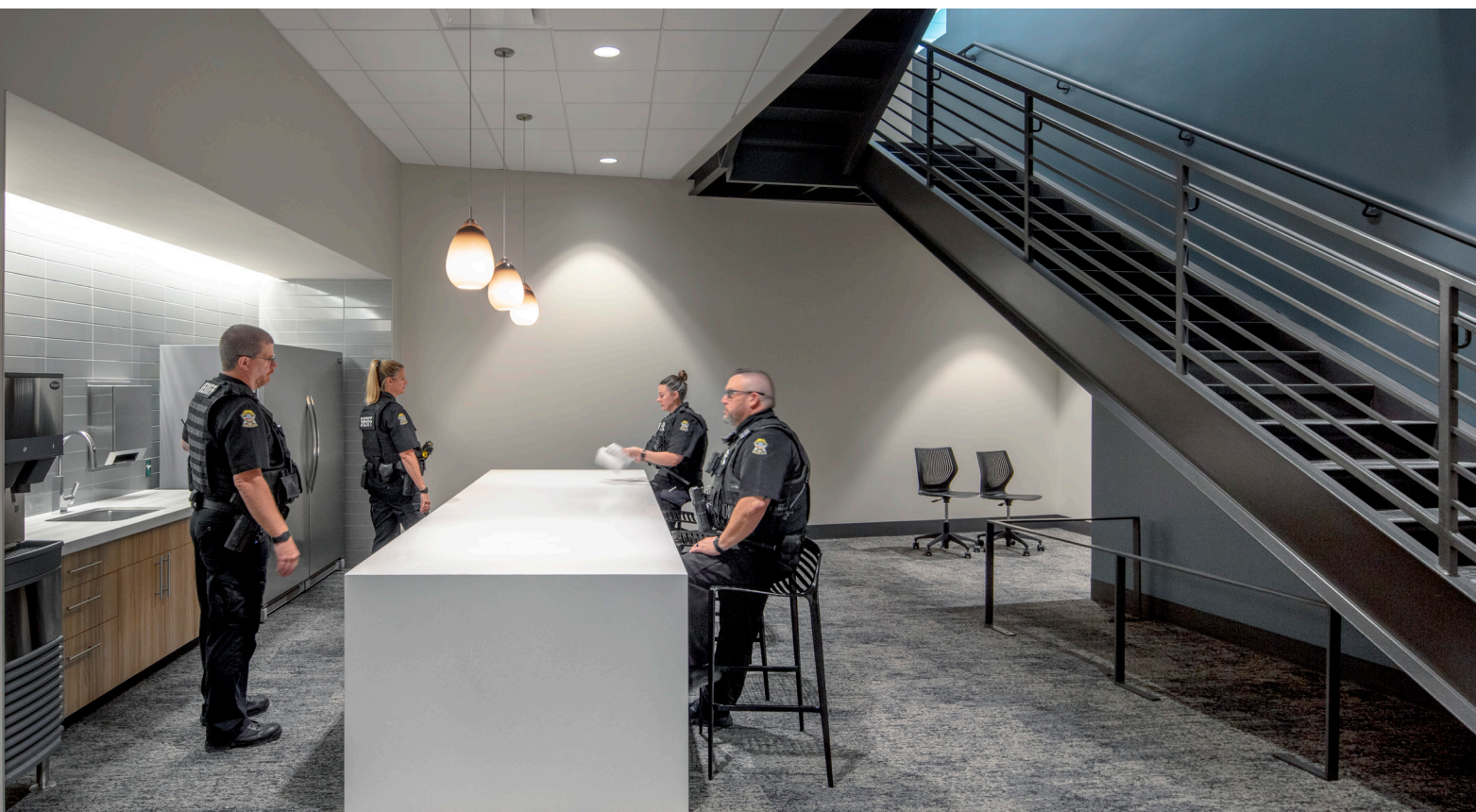
Newport News, Virginia

This project provided a comprehensive risk assessment of the operation of the Newport News Department of Adult Corrections (also known as the City Farm), a minimum security correctional facility managed by the city that supplies inmate labor for a variety of municipal work projects. The project documented all of the potential vulnerabilities and risks associated with the operation of this facility and evaluated the effectiveness of management strategies to mitigate these risks.

Waukesha County Jail Operations Audit

Waukesha, Wisconsin

Conducted an assessment of the classification and placement functions of Waukesha County Jails including determining the validity of the classification matrix as it was being applied to placement with the housing units of the jail system. Also completed an assessment of the county community programs including the placement and eligibility criteria each alternative and diversion program including the effectiveness of the court pretrial programs. The information obtained from these assessments was utilized to determine the appropriateness of the facility capacity configuration and the appropriateness of unit bed usage and future needs.



Tarrant County Jail Staffing Analysis

CGL was contracted to conduct a comprehensive review of staffing needs and efficiencies for the Tarrant County Detention Bureau (TCDB) in Fort Worth, Texas. TCDB is a large detention system with a capacity of 5,000 beds located in five separate correctional facilities as well as a large support services division.

CGL definitively identified security staffing needs as well as changes in practices and policies consistent with best practices that could improve operational efficiency. An accurate shift relief factor was developed that reflected actual staff leave usage, training, etc.

Additionally, CGL assessed the security and operational impacts of each of the existing physical plants to determine whether these facilities design and layout support or hinder operations.

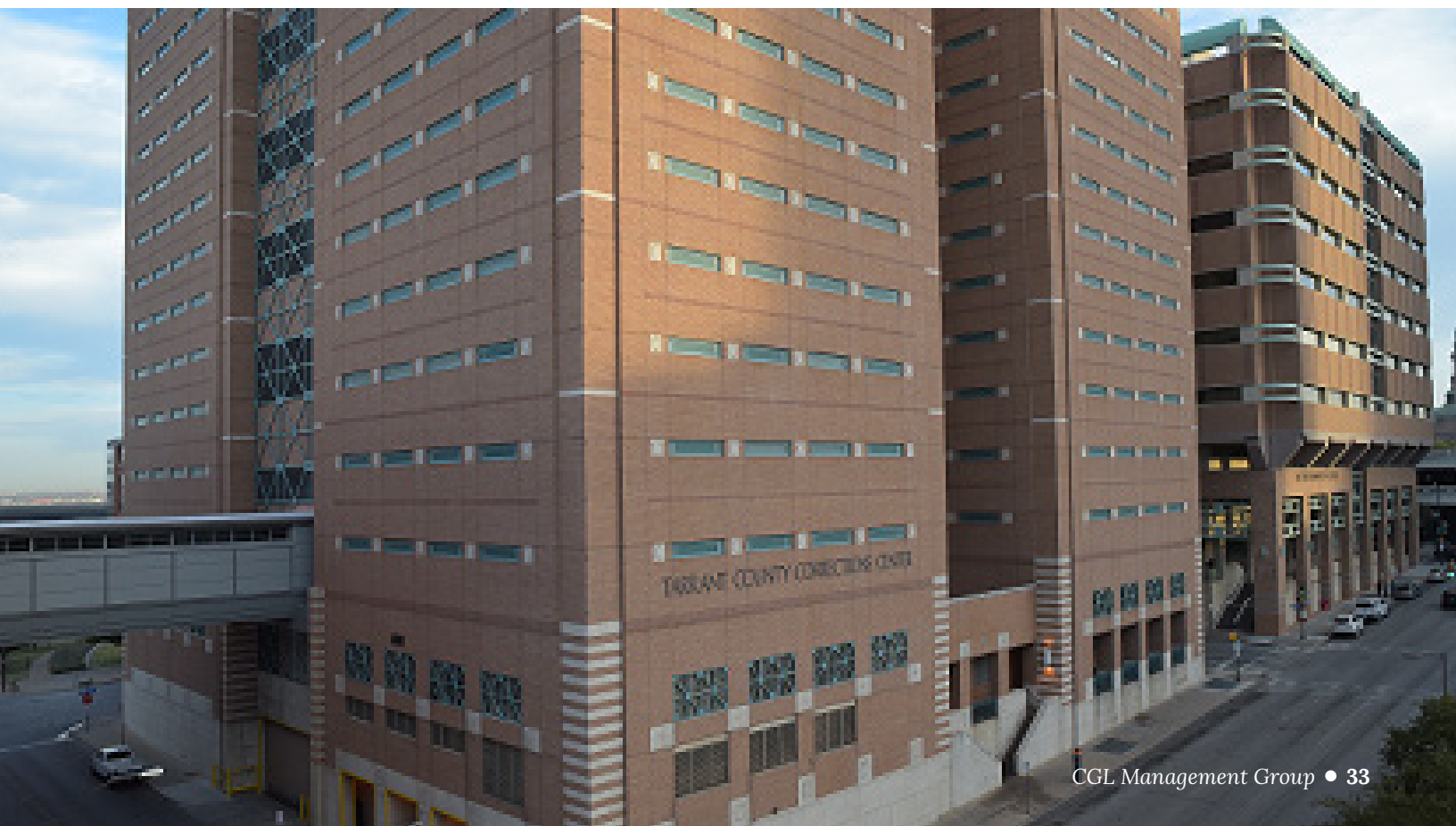
Recommendations regarding physical plant modifications were made to improve overall operations.

Location
Fort Worth, Texas

Size
5,000 offenders
5 facilities

Completion Date
April 2021

Reference
Mike Simonds
Chief of Staff
Tarrant County Sheriff's Office
200 Taylor Street, 7th Floor
Fort Worth, Texas 76196
817-884-2050
MESimonds@TarrantCounty.com



Bernalillo County Metropolitan Detention Center Staffing Review

CGL was selected by Bernalillo County to provide a staffing assessment of the Metropolitan Detention Center (MDC). This assessment updated and built upon prior staffing assessments of the facility conducted in 2013, 2014, and 2016. The overall goal of the project was to provide an objective, comprehensive assessment of the number of security staff required for the efficient and effective conduct of MDC operations.

CGL reviewed all current operational posts at the facility, developed a new relief factor, and made recommendations to refine the current post plan. Additionally, the team developed an analysis of staffing requirements for a facility operating at capacity, and the impact of alternative shift structures on staffing requirements.

The MDC was currently budgeted for 496 security Full-Time-Equivalent staff (FTEs). Approximately 36 percent of these positions, primarily correctional officers, were vacant. The review indicated that the operation of the MDC with the existing post plan and relief assumptions, requires 498 positions. CGL produced recommendations to streamline the facility command structure and adjust 3rd shift staffing in Units E and F, consistent with direct supervision principles. The recommended post plan, with an updated relief factor, requires 519 FTEs. Assuming full occupancy of the MDC increases the required staffing level to 575 FTEs.

Location
Albuquerque, New Mexico

Size
600,000 SF
2,190 beds

Completion Date
September 2022

Reference
Julia Rivera
Ethics and Compliance
Manager
100 Deputy Dean Miera Dr
SW
Albuquerque, New Mexico
87151
505-839-8982
jurivera@bernco.gov



King County Department of Adult & Juvenile Detention Staffing Analysis

King County Department of Adult and Juvenile Detention (DAJD) selected CGL to conduct a review of staffing in the County's adult correctional facilities. The primary objective of the project was to review the DAJD's current staffing practices and policies in context with generally recognized best practices and principles in correctional staff management.

The DAJD is managing crisis-level shortfalls in correctional officer staffing. This shortfall is not due to budget cuts but is instead attributable to problems in the recruitment and retention of staff in conjunction with very high levels of staff leave use. The result is a system that struggles to staff basic security posts in its facilities and is forced to rely on overtime to meet operational needs.

At the time of the review, the DAJD had 123 vacant correctional officer positions, leaving a total of 380 active officers. The average number of correctional officers on board has dropped precipitously since 2020, falling by

22 percent. The department lost nearly two officers for every one hired during this time. Taking light duty status into account, the DAJD had an effective 29 percent vacancy rate among correctional officers available to be assigned to regular duty.

CGL requested large amounts of data from the county including descriptive information on staffing trends and operational practices, performance and activity measure data, planning documents, management reports, and other documentation of operations and staffing. The team supplemented the written documentation and data provided with information gained from interviews centered around the perceptions of key staffing issues. Finally, the team toured the adult DAJD facilities providing first-hand exposure to the conditions of the facilities and the DAJD's approach to staffing.

Location
Seattle, Washington

Size
3,374 beds

Completion Date
May 2023

Reference
Jennifer R. Albright, PhD
Interim Deputy Division
Director
Department of Adult and
Juvenile Detention
206-477-9097
jennifer.albright@
kingcounty.gov



Nueces County Jail Needs Assessment

CGL conducted an analysis of the Nueces County Jail system that included an assessment of current physical plant and operating conditions at county jail facilities; a review of the profile of persons committed to the jail, including trends in the size and characteristics of the inmate population, and development of a projection of the future size of the inmate population and demand for jail beds.

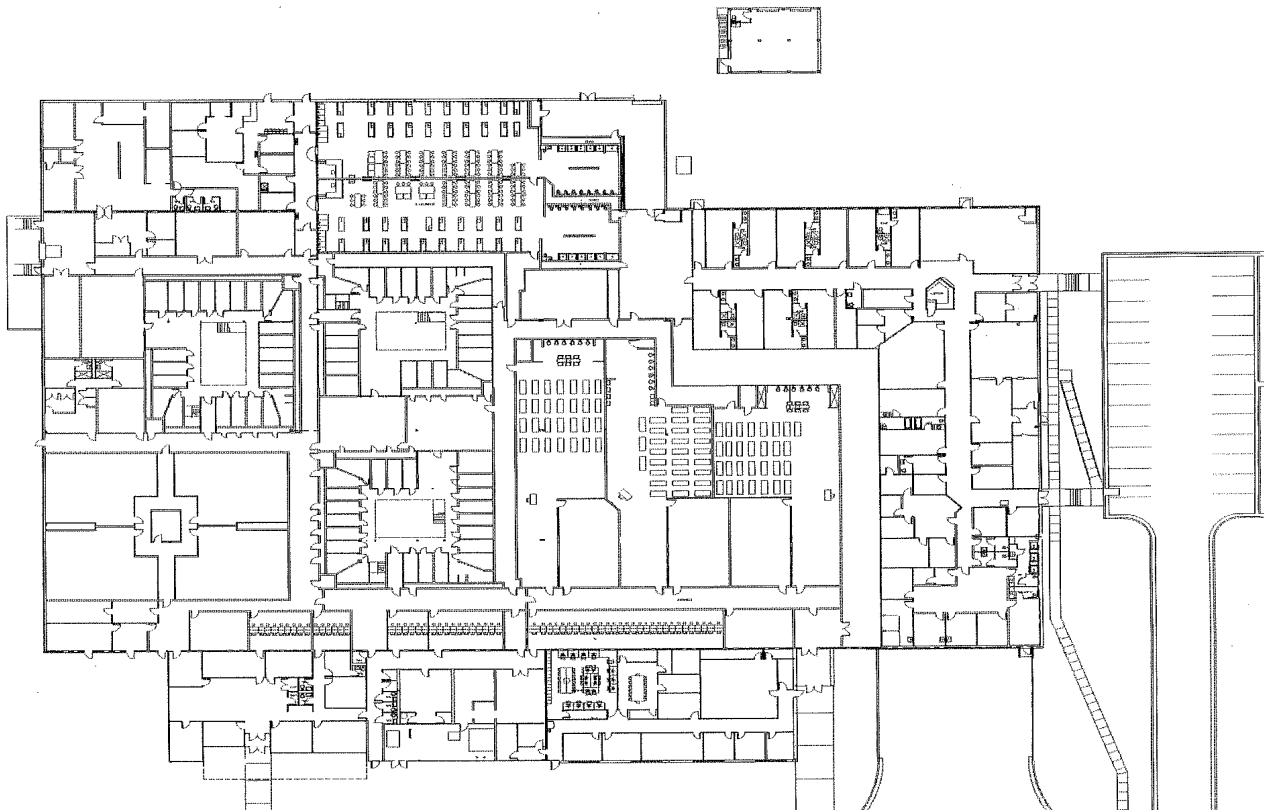
The review concluded that the county needs to replace its current jail facilities. Given their current size, condition, and design, these facilities cannot meet contemporary correctional facility management standards and practices. The amount and type of housing capacity available in these facilities is not sufficient to meet the county's current and projected needs. Moreover, the facilities lack basic program space required for effective inmate management. Finally, chronically low staffing levels combined with current facility conditions present a significant risk to the county for incidents that could create liability.

Location
Corpus Christi, Texas

Size
356,000 SF
1,113 beds

Completion Date
June 2023

Reference
Sheriff J.C. Hopper
Nueces County Jail
901 Leopard St.
Corpus Christi, Texas 78401
361-887-2222
john.hooper@nuecesco.com



Dallas County Detention Center Operations Analysis and Facility Condition Assessment

CGL conducted an operational assessment for the following detention facilities:

- Building A - West Tower
- Building B – Intake/Release Center
- North Tower (including Gill-Hernandez Medical Center)
- South Tower
- Court Holding – Frank Crowley Courts Building

The operational assessment reviewed whether the current design, layout and conditions of the detention facilities support the operational goals and practices of the Dallas County Sheriff's Office.

To develop this analysis CGL reviewed relevant documents provided by the Dallas County Facilities Management Division and the Sheriff's Office. CGL staff were on-site for a full week and interviewed detention leadership, toured every floor of every detention facility with facility administrators, observed current practices, and interviewed staff on their posts.

The facilities of the Dallas County Criminal Justice Center are uniquely different from one another and reflective of different construction designs to meet the ever-changing needs of a detention system over time. While these facilities may have been designed to meet correctional needs and philosophies at the time of construction, requirements for facilities are ever-changing. In the last 10-20 years alone, changes in national mandates, legal decisions, and societal expectations have made operating a jail more complicated and require increased sophistication.

Facility conditions assessments were separately conducted by our engineering partner MEP and our in-house facility maintenance group.

Location
Dallas, Texas

Size
5,000 offenders
5 facilities

Completion Date
August 2021

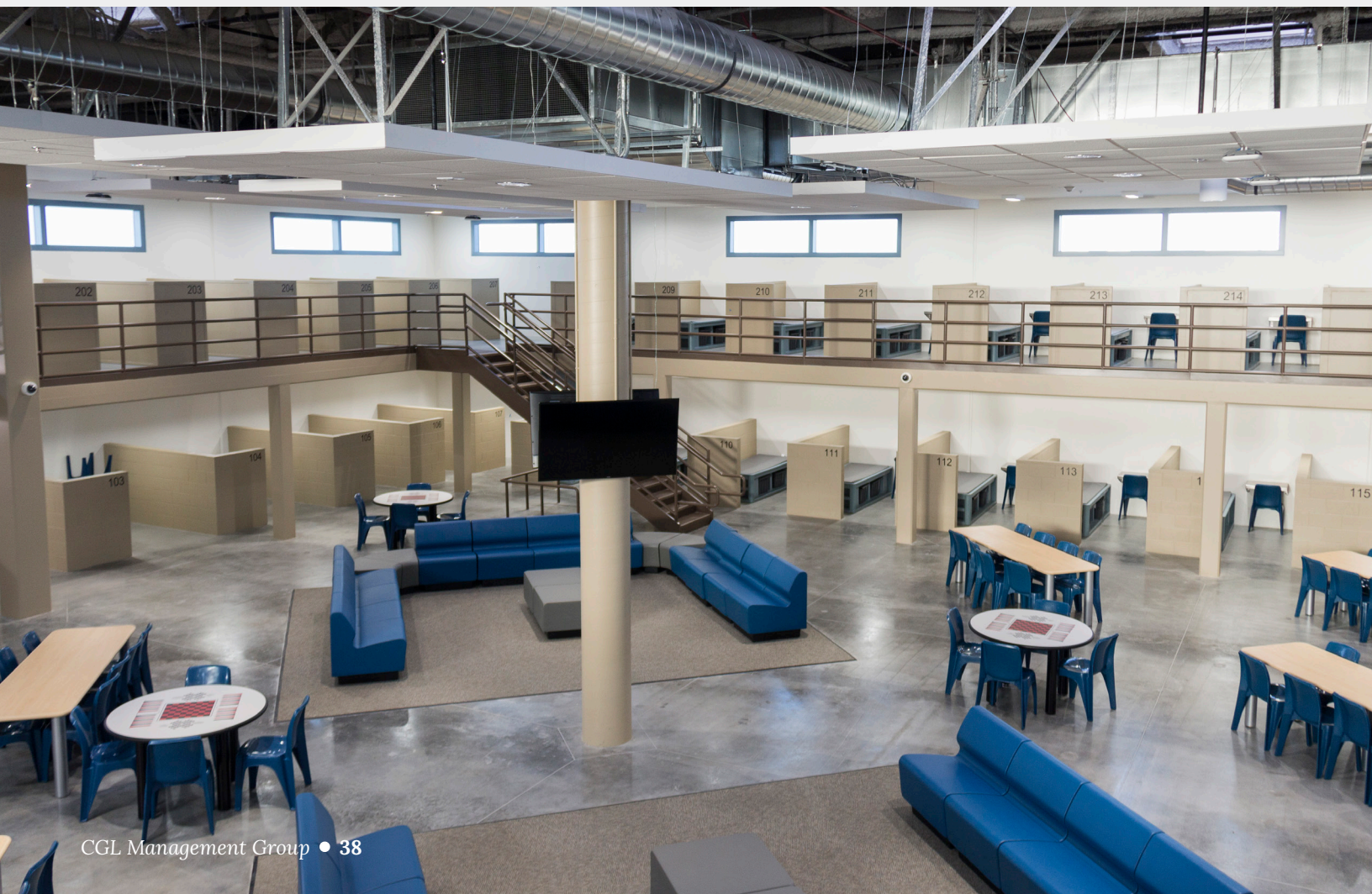
Reference
Kumar Pilla
Deputy Director,
Dallas County Facilities
Management
600 Commerce, Suite 900
Dallas, Texas, 75202
214-653-6720
Kumar.Pilla@dallascounty.
org



CGL is the most experienced firm in the country in providing detailed staffing and efficiency analysis of detention systems and facilities.

In the past five years alone, CGL's team has developed staffing analyses in over 30 county jail systems and more than 60 state correctional facilities. Our team of experts are nationally known leaders in detention system operations and staffing analyses.

ORGANIZATION CHART





Brian Lee ^{CPM, CJM, CCE}



Project Manager

Brian joined CGL after serving with the Maricopa County Sheriff's Office (MCSO) for 25 years as a Deputy Chief and Detention Officer. He held several positions at various jail divisions within the agency and was previously the Chairman of the Maricopa County Smart Justice (Re-entry) Council consisting of multiple departments within the Maricopa County criminal justice system. Brian has been active in the reduction of recidivism in the county jail system and promoting more efficient public safety through the use of data and evidence-based practices that address criminal behavior. Brian's hands on experience with day-to-day operations enable him to evaluate projects in terms of efficiency and effectiveness.

Length of Service

CGL since 2021

25 Years Other Agencies

Education

- Master of Business Administration, University of Phoenix

Certifications

- Certified Public Manager, Arizona State University
- Certified Jail Manager, American Jail Association
- Certified Corrections Executive, American Correctional Association

Relevant Experience

Bernalillo County Jail Staffing Study, Albuquerque, New Mexico

Forsyth County Detention and Courthouse Staffing and Deployment, Winston Salem North Carolina

Milwaukee County House of Corrections Consulting Staffing Analysis, Milwaukee, Wisconsin

Minnesota Department of Corrections Staffing Analysis, St. Paul, Minnesota

New Jersey Department of Corrections Staffing Study, Trenton, New Jersey

Baltimore Treatment and Therapeutic Owner's Representative, Baltimore, Maryland

Berks County Detention Center Owner's Representation, Reading, Pennsylvania

Billings Criminal Justice Efficiency and Court Expansion Consulting, Billings, Montana

Delaware County Jail De-Privatization Study, Media, Pennsylvania

Detroit Detention Consultant Study, Detroit, Michigan

District of Columbia, Department of Corrections Correctional Facility Annex, Washington, D.C.

Jackson County Detention Center Owner Representation, Kansas City, Missouri

Lancaster County Correctional Center Owner's Representation, Lancaster, Pennsylvania

Maricopa County Intake, Transfer, Release (ITR) and Detention Facility, Phoenix, Arizona

Pennsylvania Department of Corrections Facility Planning, Harrisburg, Pennsylvania

Salt Lake County Feasibility Study and Master Plan, Salt Lake City, Utah

St. Louis County Department of Justice Services Process and Procedure Review, St. Louis, Missouri

Wayne County Justice Center, Detroit, Michigan



Ellery Williams ^{CPM, CCM}



Operations Analyst

Ellery joined CGL after serving with Maricopa County Sheriff’s Office (MCSO) for over 24 years. As the Division Commander at the MCSO, Ellery has a proven track record of implementing procedural and policy changes to enhance operations and improve overall job performance. His expertise spans across multiple areas within the detention division, including towers jail division, court operations division, transportation, inmate programs and services, and intake, transfer, and release division; making him an expert in corrections and detention operations management.

Length of Service

CGL since 2023

24 Years Other Agencies

Education

- Master of Business Administration, Western International University
- Bachelor in Business Administration, Concordia University

Certifications

- Certified Professional Manager
- Certified Corrections Manager

Relevant Experience

Forsyth County Detention and Courthouse Staffing and Deployment, Winston Salem North Carolina

Baltimore Treatment and Therapeutic Owner’s Representative, Baltimore, Maryland

Louisville Metro Local Corrections Assessment & Strategy, Louisville, Kentucky

Peoria County Jail Master Plan, Peoria, Illinois

Salt Lake County Feasibility Study and Master Plan, Salt Lake City, Utah

Stevens County New Justice Center Programming, Colville, Washington

Pennsylvania Department of Corrections Strategic Facility Planning Consulting Services, Harrisburg, Pennsylvania

Georgia Department of Corrections Operations Review, Atlanta, Georgia

Division Commander, Maricopa County Sheriffs Office, Phoenix, Arizona*

Detention Lieutenant, Maricopa County Sheriffs Office, Phoenix, Arizona*

Detention Sergeant, Maricopa County Sheriffs Office, Phoenix, Arizona*

Detention Officer, Maricopa County Sheriffs Office, Phoenix, Arizona*

*roles at previous agency



Rollin Cook



Staffing Analyst

Rollin has provided facility leadership in the public safety and corrections market for over 32 years. In his roles as Executive Director of the Utah Department of Corrections and Commissioner of the Connecticut Department of Corrections, Rollin managed large-scale operations and substantial budgets, overseeing thousands of employees and incarcerated individuals. He has led the construction and transition of state correctional facilities, implemented state-of-the-art jail management systems, and developed strategic solutions for correctional practice improvements. Rollin's specific areas of expertise include facility assessment, new facility design, construction and transition, safety improvement, operational enhancement, leadership development, strategic planning, culture change, and staff engagement.

Length of Service

CGL since 2024

32 Years Other Firms

Education

- Master of Business Administration, University of Phoenix
- Bachelor of Arts in Criminal Justice Administration, Columbia College

Professional Affiliations

- Member of Correctional Leadership Association (CLA)
- Member of the International Association of Chiefs of Police
- Member of the National Sheriff's Association
- Member of the American Jail Association
- Member of the American Correctional Association
- Member of Large Jail Network – National Institute of Corrections
- Member of Utah Sheriff's Jail Commanders Association
- Criminal Justice Advisory Council Executive Member
- Salt Lake Valley Law Enforcement and Administrators (LEADS) Member
- Salt Lake County Behavioral Health Advisory Council

Relevant Experience

Project Director/Subject Matter Expert, The Moss Group, Washington, D.C.*

Served as the chief architect of the strategy and solution design to address client goals through critical thinking, knowledge of evidence-based correctional practice, creativity, professional experience, and close collaboration with agency and facility leadership.

Commissioner, Connecticut Department of Corrections, Statewide Connecticut*

Led day-to-day operations of the organization, 7,000 employees, 12,000+ incarcerated citizens, 5,000+ paroled individuals under community supervision, and 14 state correctional facilities. Manage the annual budget of over \$700 million.

Executive Director, Utah Department of Corrections, Salt Lake City, Utah*

Managed construction and transition of new state correctional facilities. Also led day-to-day operations for twelve divisions, 2,200 employees, 7,000+ incarcerated citizens, 15,000+ supervised individuals, and the operations of five community corrections centers, Adult Probation and Parole, and multiple state correctional facilities. Managed an annual budget of over \$315 million.

Chief Deputy, Salt Lake County Sheriff's Office, Salt Lake County, Utah*

Procured and transitioned a state-of-the-art jail management system. Also led day-to-day operations for six divisions, 700+ employees, more than 2200 incarcerated citizens, and operations of two Direct Supervision jails. Managed an annual budget of over \$68 million.

Executive Leadership, Rollin Cook Consulting, Statewide, Utah*

Criminal Justice, Corrections and Public Safety Consultant providing consulting and expert witness in all areas of Corrections, including effective jail management and operations, preventing liability, risk management, direct supervision prisoner management, facility security, staffing, transitioning to a new facility and effective prisoner programming.

*work completed with previous firms



Travis Birney

Research Specialist

Travis has more than 27 years of experience in tactical operations, complex investigations, and international law enforcement training. He is a trusted partner to government agencies, law enforcement, and private organizations, and he brings a unique approach to leadership and problem-solving. Travis's extensive background includes supervising diverse teams, conducting investigations, training, financial planning, public relations, and ensuring legal compliance. Travis retired as a Drug Enforcement Administration (DEA) Supervisory Special Agent and previously served as a Border Patrol Agent. During his career, he was stationed in seven different offices and engaged in extensive foreign travel representing the DEA.

Length of Service

CGL since 2024

27 Years Other Firms

Education

- Bachelor of Arts in Philosophy, Yale University

Additional Training

- U.S. Border Patrol Agent Training, Charleston, South Carolina
- DEA Special Agent Training, Quantico, Virginia

Relevant Experience

Virginia Department of Corrections Staffing Study, Richmond, Virginia

Salt Lake County Detention Center Feasibility Study & Master Plan, Salt Lake, Utah

Louisville Metro Jail Operations and Facilities Review, Louisville, Kentucky

District of Columbia Department of Corrections Correctional Facility Annex, Washington, D.C.

Jackson County New Facility Owner's Representative, Kansas City, Missouri

Pennsylvania Department of Corrections Strategic Facility Plan, Harrisburg, Pennsylvania

Sacramento County Intake, Transfer, Release & Mental Health Peer Review, Sacramento, California

Bridgeport and New Haven Court House Study, New Haven, Connecticut

Supervisory Special Agent, Supervisor of Special Projects - Drug Enforcement Administration (DEA), Phoenix, Arizona*

Special Agent, Tactical Diversion Squad - Drug Enforcement Administration (DEA), Phoenix, Arizona*

Special Agent, Enforcement Group - Drug Enforcement Administration (DEA), Billings, Montana*

Special Agent, Strikeforce Group - Drug Enforcement Administration (DEA), Houston, Texas*

Special Agent Instructor - Drug Enforcement Administration (DEA), Quantico, Virginia*

Assistant Country Attaché, Drug Enforcement Administration (DEA), Kabul, Afghanistan*

Special Agent - Drug Enforcement Administration (DEA), Nogales, Arizona*

Special Agent Trainee - Drug Enforcement Administration (DEA), Quantico, Virginia*

U.S. Border Patrol Agent, United States Border Patrol, San Diego, California*

*roles with previous agencies



PROJECT TIMELINE

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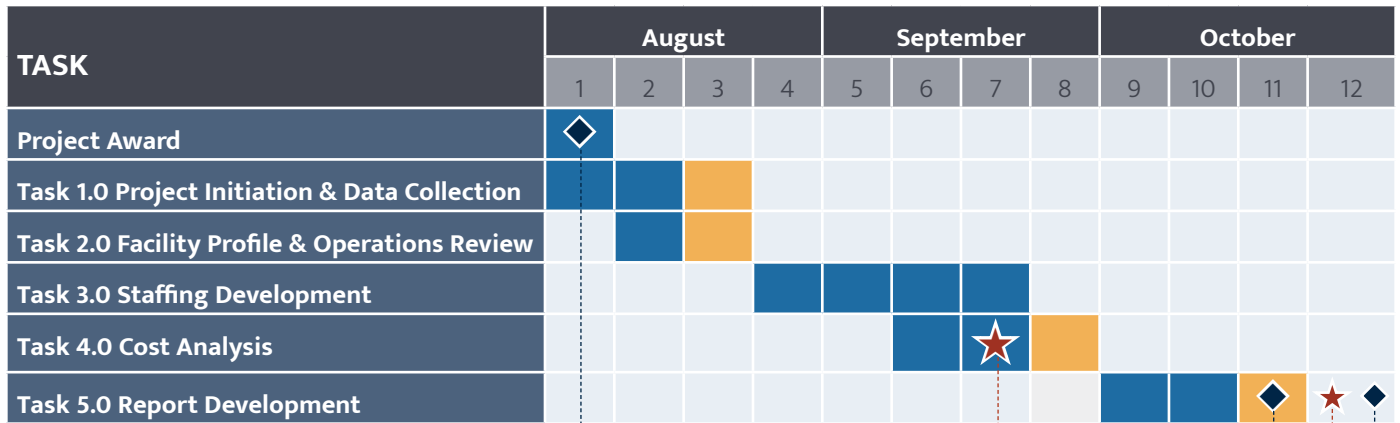


Section 4

PROJECT TIMELINE

Proposed Schedule

Our schedule is based on contract award in August 2024 and completion in October 2024 (approximately 90 consecutive calendar days). We have included time for client reviews throughout the process to efficiently complete all five tasks leading to the final deliverable. During the kick-off meeting we will discuss any specific deliverable deadlines necessary to inform other items (such as budget) and adjust the schedule to accommodate those needs.



LEGEND

Task Duration ■

Client Review ■

Meetings ◆

Deliverable ★

Kick-off Meeting

Draft Report

Draft Report Presentation

Final Report

Final Report Presentation

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COST





Section 5 COST

Cost Proposal

Our cost proposal is developed by determining the number of hours each team member needs to accomplish each task in our scope of work and then applying our hourly rates. We have estimated a total of 3 trips and 14 days on-site for this project. The first trip will include the Project Manager and Operational Analyst kicking off the meeting and staying on-site for operational and physical plant reviews (Task 1.0 and 2.0). The second on-site visit will be the Project Manager presenting the draft report and the third on-site visit is the Project Manager and Operational Analyst presenting the final report and findings (Task 5.0).

	Project Manager		Operational Analyst		Staffing Analyst		Research Specialist		Labor		Travel & Reimbursable	Total
	Rate:	\$260	Rate:	\$240	Rate:	\$240	Rate:	\$225	hours	cost		
	hours	cost	hours	cost	hours	cost	hours	cost	hours	cost		
Task 1.0 Project Initiation & Data Collection												
1.1 Kickoff Meeting with County	2	\$520	2	\$480			2	\$450	6	\$1,450		\$1,450
1.2 Data Request and Review	8	\$2,080	8	\$1,920			4	\$900	20	\$4,900	\$896	\$4,900
1.3 Stakeholder Engagement	8	\$2,080	8	\$1,920			8	\$1,800	24	\$5,800		\$5,800
Task 2.0 Facility Profile & Operations Review												
2.1 Site Visit/Operations Review	8	\$2,080	24	\$5,760					32	\$7,840	\$2,687	\$7,840
2.2 Efficiency in Operations Analysis	8	\$2,080	8	\$1,920	8	\$1,920			24	\$5,920		\$5,920
Task 3.0 Staffing Development												
3.1 Develop Facility Post Plan	8	\$2,080			8	\$1,920			16	\$4,000		\$4,000
3.2 Development of SRF	8	\$2,080			8	\$1,920			16	\$4,000	-	\$4,000
3.3 Determine Staffing Requirements	8	\$2,080			8	\$1,920			16	\$4,000		\$4,000
Task 4.0 Cost Analysis												
4.1 Review Overtime Management	4	\$1,040					8	\$1,800	12	\$2,840		\$2,840
4.2 Cost Analysis	4	\$1,040					8	\$1,800	12	\$2,840		\$2,840
4.3 Benchmarking and Market Challenges	4	\$1,040					8	\$1,800	12	\$2,840		\$2,840
Task 5.0 Report Development \$2,687												
5.1 Draft Reporting	24	\$6,240	8	\$1,920	8	\$1,920	8	\$1,800	48	\$11,880		\$11,880
5.2 Presenting	8	\$2,080	8	\$1,920			4	\$900	20	\$4,900	\$2,687	\$4,900
5.3 Final Reporting	16	\$4,160	8	\$1,920	8	\$1,920	2	\$450	34	\$8,450		\$8,450
TOTAL	118	\$30,680	74	\$17,760	48	\$11,520	52	\$11,700	292	\$71,660	\$6,270	\$71,660
											\$77,930	

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REPORT EXAMPLES



6





COLLABORATION AND COMMUNICATIONS



7





Section 7

COLLABORATION AND COMMUNICATIONS

Customer Service Approach and Communication Plan

We develop a communication plan that is based on our criminal justice expertise and cater it to the needs of your community.

Our communication outreach team will create a thorough communication plan to assist the county in communicating the vision for the project while building the necessary trust and transparency with your constituents and community partners. The plan will communicate the mission, guiding principles, and best practices that will be integrated into the project with a clear and consistent message.

Our team brings a unique combination of technical expertise and civic engagement skills to protect the integrity of your project. Building trust and transparency for the county's process, a communication plan will be an integral piece of the overall project.

We have organized the communication plan into four key components:

1. Storytelling
2. Project Management Support
3. Stakeholder Communication

ABILITY TO PRESENT COMPLEX INFORMATION

At the conclusion of our analysis, our team will develop a series of recommendations for the County's consideration regarding the operations at the county's pre-trial jail. Our team will clearly present our findings to Brazos County relevant stakeholders in an open forum for discussion, collaboration, and problem-solving efforts.

One example of this was in Benton County, Oregon, where CGL facilitated a comprehensive initiative to brief the public, community groups, and local officials on jail conditions, issues, and alternatives to resolve the issues. The initiative included community focus group sessions, public hearings, stakeholder interviews and a social media campaign.

In Montgomery County, Ohio, CGL collaborated with an appointed Citizen Oversight Board to investigate current conditions in the County Jail and present potential solutions to the public, community groups and local government officials.

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FORMS







REQUEST FOR PROPOSALS

RFP NO. CIP 24-620

Staffing Analysis for Brazos County Detention Center

SEALED PROPOSALS TO BE SUBMITTED BEFORE:

Tuesday, July 2, 2024, at 2:00pm CST

TO THE:

BRAZOS COUNTY

PURCHASING DEPARTMENT

200 S. Texas Ave. Suite 352

Bryan, TX 77803

Phone: (979) 361-4290

Fax: (979) 361-4293

Respondents, their employees and/or representatives are prohibited from contacting any official or employee of Brazos County, except the Purchasing Agent, regarding this solicitation from the issuing date of the solicitation until scheduled oral presentations or the date the Brazos County Commissioners Court meets to consider award of the RFP. Any such contact will be grounds for rejection of the respondents' proposal.

In compliance with this solicitation, the undersigned proposer having examined the solicitation and specifications and being familiar with the conditions to be met, hereby submits the following proposal for furnishing the material and/or services listed on the attached form and agrees to deliver said items at the locations and for the prices set forth herein.

Company Name: CGL Management Group, LLC

By (Print): Karl Becker Title: Executive Vice President

Physical Address: 5200 Waterford District Drive, Suite 430, Miami, FL 33126

Mailing Address: 5200 Waterford District Drive, Suite 430, Miami, FL 33126

Telephone: 217.414.9895 Fax: 770.716.9081 E-Mail: kbecker@cglcompanies.com

A. SOLICITATION SCHEDULE

Release of RFP	Tuesday, June 4, 2024
Advertisement Dates	Tuesday, June 4, 2024
	Tuesday, June 11, 2024
Deadline for Questions	Tuesday, June 25, 2024 at 5:00 PM CST
Proposal Submission Deadline	Tuesday, July 2, 2024 at 2:00 PM CST
Review/Contract Evaluations/Negotiations	July
Anticipated Award	August

B. SUMMARY OF WORK

The Brazos County Detention Center is looking to hire a contractor to complete a staffing analysis of their department that consists of 186 full-time employees and 14 part-time employees that oversee an average of 800 inmates daily. The following tasks are to be completed.

1. Conduct a thorough analysis of current staffing levels, schedules, and distributions.
2. Determine the optimal staffing levels for safety, security, and efficiency, considering inmate population and operational changes.
3. Ensure recommendations comply with applicable state and federal laws and best practices.
4. Analyze historical staffing data for trends in shift patterns, leave records, and overtime.
5. Collect and review operational data, including inmate-to-staff ratios and incident reports.
6. Gather insights from jail staff, administration, and possibly inmates through interviews and/or surveys.
7. Evaluate workload for various staff roles and shifts.
8. Identify inefficiencies in the current staffing model.
9. Use data-driven models for scenario planning.
10. Develop recommendations for staffing levels and policy changes.
11. Create a phased implementation plan for recommendations.

C. REQUIRED DELIVERABLES

The following are deliverables required of the awarded vendor:

1. Interim reports detailing progress and preliminary findings on agreed upon intervals (e.g. biweekly)
2. A comprehensive final report outlining:
 - a. Analysis process and findings, to include staffing level gaps, overlaps, inefficiencies and “leave as-is”.
 - b. Specific staffing level recommendations for each area of responsibility or position.
 - c. Policy and procedure change recommendations.
 - d. A clear, phased, implementation plan recommendations.
3. Two (2) presentations of findings to key stakeholders (for example, the Sheriff’s Office Staff and/or Commissioners Court)
4. Question and answer sessions for clarifications and concerns.
5. Follow-up support or consultation availability for implementation phase.

D. CONDITIONS OF RFP

The following instructions apply to all proposals and become a part of Terms and Conditions of any proposal submitted to the Brazos County Purchasing Department, unless otherwise specified

elsewhere in this Proposal. All Contractors are required to be informed of these Terms and Conditions and will be held responsible for having done so:

1. Definitions: In order to simplify the language throughout this proposal, the following definitions shall apply:
 - a. **BRAZOS COUNTY** - Same as County.
 - b. **COMMISSIONERS' COURT** - The elected officials of Brazos County, Texas given the authority to exercise such powers and jurisdiction of all county business as conferred by the State Constitution and Laws.
 - c. **CONTRACT** - An agreement between the County and a Vendor to furnish supplies and/or services over a designated period of time during which repeated purchases are made of the commodity specified.
 - d. **CONTRACTOR** - The successful Contractor(s) of this proposal request.
 - e. **COUNTY** - The government of Brazos County, Texas and its authorized representatives.
 - f. **SUB-CONTRACTOR** - Any contractor hired by the Contractor or Supplier to furnish materials and services specified in this proposal request.
 - g. **SUPPLIER** - Same as Contractor
2. Brazos County will follow the Texas Local Government Code, Chapter 262.030 for this RFP process. The proposals will be opened on the date and time mentioned above and only the names of the proposers will be read aloud. The proposals will be distributed to the evaluation committee and this committee will evaluate each proposal according to the criteria set forth in this RFP. The committee will determine how many of the top evaluated firms will be negotiated with depending on the scores and other factors at the discretion of Brazos County. If the County chooses, these top scoring firms will be given an opportunity to present potential value engineering or cost saving suggestions to the County. All firms will be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and no pricing will be shared with any of the firms at any time until after an award is made and contract is approved by Commissioners' Court. A best and final offer may be requested including any revisions and allowing for a revision of the completion timeframe for inclusion into the final contract.
3. Upon acceptance and approval by the Commissioners' Court, this proposal will be made part of the contract between Brazos County and the successful Contractor for the period designated.
4. **Proposals must be received by the Purchasing Department prior to the time and date specified.**
5. The County reserves the right to accept or reject in part or in whole, any proposals submitted, and to waive any technicalities for the best interest of the County.
6. Brazos County shall not be responsible for any verbal communication between any employee of the County and any potential Contractor. Only written specifications and written price quotations will be considered.

7. Brazos County reserves the right to reject any proposals that do not fully respond to each specified item.
8. Should there be a change in ownership or management, the contract shall be canceled unless a mutual agreement is reached with the new owner to continue the contract with its present provisions and prices. This contract is nontransferable and non-assignable by either party.
9. The County may cancel this contract at any time for any reason, provided thirty-day written notice is given.
10. The proposal award shall be based on, but not necessarily limited to, the following factors:

a. Experience and Expertise	30%
b. Understanding of Scope of Work	10%
c. Methodological Approach and Timeline	20%
d. Cost	25%
e. Collaboration and Communication	25%
11. Although the cost is an essential part of the proposal, Brazos County is not obligated to award a contract on the sole basis of cost.
12. Acceptance of work provided shall be made by the County at the sole discretion of the Commissioner’s Court when all terms and conditions of the contract and specifications have been met to its satisfaction, including the submission to the County of any and all documentation as may be required.
13. Title and Risk of Loss of the goods shall not pass to Brazos County until the County actually accepts and takes possession of the goods at the point or points of delivery.
14. This agreement shall be governed by the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.
15. No proposal may be withdrawn after opening time without acceptable reason and with the approval of Purchasing Agent.
16. Proposals will not be considered if submitted by telephone, fax, or any other means of rapid dispatch, nor will a proposal be considered if submitted to any other person or department other than specifically instructed.
17. All proposals shall be submitted in accordance with the instructions contained herein. Brazos County will not be liable for any information received through other websites or sources of information. It is the sole responsibility of the respondent to verify the accuracy of information received from sources other than Brazos County. It is recommended that the respondent check the Brazos Valley e-Marketplace (<https://brazosbid.ionwave.net>) for addenda prior to submitting their proposal.

18. There is no expressed or implied obligation for Brazos County to reimburse responding service providers for any expenses incurred in preparing proposals in response to this request.
19. **Proposals must show full company name, mailing address and telephone number and be manually signed by an authorized sales or quotation representative of the Contractor. The company name and authorized signature shall appear in each space provided. The Respondent must include Employer Identification Number or Social Security Number and signature for the proposal to be valid.**
20. Proposals must specify the number of consecutive calendar days required to reach substantial completion of the project under normal conditions. Failure to specify completion time or failure to comply with completion time will be considered reason enough to cancel the contract.
21. Proposals must be submitted on units of quantity specified. In the event of errors in extended prices the unit price shall govern. In the event of a discrepancy between the numbers given for the price and the word form of the price, the word form shall govern. Any suggested change in quantity on the part of the bidder to secure a better price or delivery is welcomed and may be given consideration provided that the bidder also bids on the quantity specified.
22. It is our policy not to furnish proposal results over the phone. Proposal results and tabulation sheets will be posted on Brazos County website after it is awarded by Commissioners Court.
23. This Proposal will be made part of any resulting contract the County may enter into. The terms and conditions of the County contained in this RFP or the plans for this RFP shall supersede those of the respondent in the event of a conflict.
24. If any provision of this contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this contract is invalid or unenforceable, but that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
25. No oral statements of any person shall modify or otherwise change or affect the terms, conditions or specifications. All change orders to this agreement shall be made in writing and shall not be effective unless signed by an authorized representative of Brazos County.

E. SPECIAL PROVISIONS

1. Respondent with questions regarding the proposal should submit them in writing via the Brazos Valley e-Marketplace at <https://brazosbid.ionwave.net>.
2. Fill out the proposal completely, identify the proposal name and number on the outside and return it to the Brazos County Purchasing Department, Administration Building, 200 South Texas Ave., Suite 352, Bryan, Texas 77803 prior to the submission deadline. The

proposal is invalid if it is not deposited at the designated location prior to the time and date advertised, or prior extension issued by the County.

3. All proposals shall be prepared on the bid forms located on the Brazos Valley e-Marketplace County web site <https://brazosbid.ionwave.net>. The proposer must put the proposal number and name on the front of the envelope before mailing it to the Purchasing Department.
4. In addition to the County's proposal form, all proposals shall be accompanied by a Contractor's Qualification Statement (AIA Document A-305 or equal) listing five (5) like projects, along with the project's owner and engineer contact information on each project. Please note key individuals means Project Manager and Superintendent for this project. Please be specific on the project commitments in progress and future planned commitments to comply with the requests of this RFP.
5. During the evaluation process, Brazos County reserves the right, in the best interest of the County, to request additional information or clarification from Contractors.
6. The contract shall be awarded to the responsible Contractor whose proposal is determined to be the best evaluated offer.
7. Responses to this proposal should be clear and concise addressing all requirements listed above and any other factors not specifically mentioned which would be advantageous to Brazos County.
8. Performance Standards:
 - a. All services contracted herein shall be done in a courteous and orderly manner. All Contractor personnel shall be appropriately dressed at all times while on the property.
 - b. The personnel performing the services contracted herein shall be under the sole responsibility and the employ of the Contractor.
 - c. Unless otherwise specifically noted, the Contractor shall provide and pay for all labor, materials, equipment, tools, transportation, and other facilities and services necessary for the proper execution and completion of the work herein contracted to be done.
 - d. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and order of any public authority in connection with the performance of the work herein to be done.
 - e. The Contractor shall be responsible for initiating, maintaining, and supervising appropriate safety precautions and programs in connection with the work herein contracted to be done. The Contractor shall take all reasonable precautions for safety of, and shall provide all reasonable protection to prevent damage, injury or loss to: (1) all employees on the project and other persons who may be affected thereby, (2) the project and all materials and equipment to be incorporated therein, and (3) other property at the site or adjacent thereto.

F. TRADE SECRETS, CONFIDENTIAL INFORMATION AND THE TEXAS PUBLIC INFORMATION ACT

1. Brazos County, Texas is subject to the Texas Publication Information Act, Chapter 552, Texas Government Code. Proposals submitted to Brazos County, Texas in response to

this RFP are subject to release by the County as public information. If the Proposer believes that the Proposal response, or part of it are confidential, as proprietary information, (s)he must specify that either all or part is excepted and provide specific and detailed justification for its claim of confidentiality. Vague and general claims to confidentiality are not acceptable. All Proposals or parts of the Proposals which are not marked as confidential will be considered public information after a contract has been awarded. The successful Proposal may be considered public information even though parts are marked confidential.

2. Brazos County, Texas assumes no responsibility for asserting legal arguments on behalf of the Respondents. Respondents are advised to consult with their legal counsel concerning disclosure issues resulting from this proposal process and to take precautions to safeguard trade secrets and other proprietary information.
3. Marking your entire Proposal CONFIDENTIAL/PROPRIETARY is not in conformance with the Texas Public Information Act.
4. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the contractor agrees that the contract can be terminated if the contractor knowingly or intentionally fails to comply with a requirement of that subchapter. This provision is mandatory and may not be altered or deleted, as required by Sec. 552.372(b) of the Texas Government Code.

G. CONFLICT OF INTEREST

1. The Respondent shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of Brazos County.
2. By signing and executing this Proposal, the Respondent certifies and represents to the County the Proposer has not offered, conferred or agreed to confer any pecuniary benefit or other thing of value for the receipt of special treatment, advantage, information, recipient's decision, opinion, recommendation, vote or any other exercise of discretion concerning this Proposal.
3. With the exception of interviews and other contacts initiated by Brazos County relevant to the selection process, Proposers, their employees or representatives, are prohibited from contacting any official or employee of Brazos County, except the Purchasing Agent, in regard to this RFP from the issuing date of the RFP until the date the Brazos County Commissioner's Court meets to consider award of the Proposal. Any such contact will be grounds for rejection of the respondent's proposal.

H. ADDENDA AND MODIFICATIONS

1. Any changes, additions or clarifications to the RFP will be made by numbered addenda and must be acknowledged in the Proposal.
2. Any firm in doubt as to the meaning of any part of these requirements may request an interpretation thereof from the Purchasing Agent. At the request of the Proposer, or in the event the Purchasing Agent deems the interpretation to be substantive, the interpretation will be made by written addendum issued by the Purchasing Department.

Such addendum will be posted on the Brazos Valley e-Marketplace and will become a part of the Proposal package, having the same binding effect as provisions of the original Proposal. No verbal explanation or interpretations will be binding. In order to have a request of interpretation considered, the request must be submitted in writing and must be received by the Purchasing Department no later than the question deadline.

3. All addenda, amendments, and interpretations of this solicitation shall be in writing. Brazos County shall not be legally bound by any amendment or interpretation that is not in writing. Only information supplied by the County in writing or in this RFP should be used in preparing Proposal responses.
4. The County does not assume responsibility for receipt of any addendum sent to Proposers.
5. All addenda must be acknowledged on this form.
6. The Commissioner's Court delegated the right and responsibility for issuing any and all addenda to the Purchasing Agent.

I. EXAMINATION OF DOCUMENTS AND REQUIREMENTS

1. Each Proposer shall carefully examine all RFP documents and be thoroughly familiar with all requirements prior to submitting a Proposal.
2. Before submitting a Proposal, each Proposer shall be responsible for making all investigations and examinations that are necessary to ascertain conditions and requirements affecting the requirements of the RFP. Failure to make such investigations and examinations shall not relieve the Proposer of the obligation to comply, in every detail, with all provisions and requirements of the RFP.

J. TAXES

Brazos County is tax exempt. Tax exemption certificates will be executed by the County upon request.

K. INSURANCE

The Contractor shall procure and maintain at its sole cost and expense for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, volunteers, employees or subcontractors. The Contractor's insurance coverage shall be primary insurance with respect to the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be considered in excess of the Contractor's insurance and shall not contribute to it. Further, the Contractor shall include all subcontractors as additional insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein. **All Certificates of Insurance and endorsements shall be furnished to the County's Representative and approved by the County *before* work commences.**

Standard Insurance Policies Required:

- a. Commercial General Liability Policy
- b. Automobile Liability Policy
- c. Worker's Compensation Policy

General Requirements applicable to all policies:

- a. Only insurance carriers licensed and admitted to do business in the State of Texas will be accepted.
- b. Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.
- c. "Claims Made" policies will not be accepted.
- d. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to Brazos County.
- e. All insurance policies shall be furnished to Brazos County upon request.

1. COMMERCIAL GENERAL LIABILITY

- a. General Liability insurance shall be written by carrier with an A:VIII or better rating in accordance with the current Best Key Rating guide.
- b. Minimum Combined Single Limit of \$1,000,000.00 per occurrence for bodily injury and property damage.
- c. No coverage shall be deleted from the standard policy without notification of individual exclusions being attached for review and acceptance.
- d. Excess Liability Umbrella Policy in the amount of not less than \$2,000,000.00 will be provided at the Contractors expense.
- e. Brazos County shall be named as additional insured on Contractors insurance. "Texas Waiver of Our Right to Recover From Others Endorsement" shall be included in this policy. (Waiver of Subrogation)

2. AUTOMOBILE LIABILITY

- a. General Liability Insurance shall be written by a carrier with an A:VIII or better rating in accordance with the current Best Key Rating Guide.
- b. Minimum Combined Single Limit of \$600,000.00 per occurrence for bodily injury and property damage.

3. WORKER'S COMPENSATION INSURANCE

Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas compensation insurance policy; either directly through their employer's policy (the Contractor's or subcontractor's policy) or through an executed coverage agreement on an approved TWCC form. Accordingly, if a subcontractor does not have his or her own policy and a coverage agreement is used, Contractors and subcontractors *must* use that portion of the form whereby the hiring contractor agrees to provide coverage to the employees of the subcontractor. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent contractor may not be used.

The worker's compensation insurance shall include the following terms:

- a. Employer's Liability limits of \$500,000.00 for each accident is required.
- b. "Texas Waiver of Our Right to Recover From Others Endorsement" shall be included in this policy. (Waiver of Subrogation)

Pursuant to the explicit terms of Title 28, Section 110.110 (c) (7) of the Texas Administrative Code, the bid specifications, this Agreement, and all subcontracts on this Project must include the following terms and conditions in the following language, without any additional words or changes, except those required to accommodate the specific document in which they are contained or to impose stricter standards of documentation:

a. Definitions:

- i. Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Worker's Compensation Commission, or a coverage agreement (TWCC-81), TWCC-83, or TWCC-84), showing statutory worker's compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.
 - ii. Duration of the project - includes the time from the beginning of the work on the project until the Contractor's/person's work on the project has been completed and accepted by the governmental entity.
 - iii. Persons providing services on the project ("subcontractors" in section 406.096 {of the Texas Labor Code}) - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person has employees. This includes, without limitation, independent Contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.
- b. The Contractor shall provide coverage, based on the proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011 (44) for all employees of the Contractor providing services on the project, for the duration of the project.
 - c. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
 - d. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
 - e. The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
 - i. a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file providing services on the project, and certificates of coverage showing coverage for all person; and

- ii. no later than seven calendar days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- f. The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
- g. The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the Contractor knew or should have known, or any change that materially affects the provision of coverage of any person providing services on the project.
- h. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- i. The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:
 - i. provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreement, that meets the statutory requirements of Texas Labor Code, Section 401.011 (44) for all of its employees providing services on the project, for the duration of the project;
 - ii. provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
 - iii. provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
 - iv. obtain from each other person with whom it contracts, and provide to the Contractor:
 - (a) a certificate of coverage, prior to the other person beginning work on the project; and
 - (b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - v. retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
 - vi. notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the person know or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - vii. contractually require each person with whom it contracts, to perform as required by paragraphs (a)-(g), with the certificates of coverage to be provided to the person for whom they are providing services.
- j. By signing this contract, or providing, or causing to be provided a certificate of coverage, the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll

amounts, and that all coverage agreements will be filed with the appropriate insurance carrier, or, in the case of a self-insured, with the commission's Division of Self-Insurance regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

4. CERTIFICATES OF INSURANCE

Certificates shall be prepared and executed by the insurance company or its authorized agent, and shall contain the following provisions and warranties:

- a. The company is licensed and admitted to do business in the State of Texas.
- b. The insurance policies provided by the insurance company are underwritten on forms that have been provided by the Texas State Board of Insurance or ISO.
- c. All endorsements and insurance coverage according to requirements and instructions contained herein.
- d. The form of the notice of cancellation, termination, or change in coverage provisions to Brazos County.
- e. Original endorsements affecting coverage required by the section shall be furnished with the certificates of insurance.

L. COMPLIANCE WITH LAW

The Contractor's work and materials shall comply with all state and federal laws, municipal ordinances, regulations, and directions of inspectors appointed by proper authorities having jurisdiction.

The Contractor shall perform and require all subcontractors to perform the work in accordance with applicable laws, codes, ordinances, and regulations of the State of Texas and the United States and other laws as they apply to its employees. In the event any of the conditions of the specifications violate the code for any industry, then such code conditions shall prevail.

M. INDEMNITY

To the fullest extent permitted by law, the Contractor agrees to and shall indemnify, hold harmless, and defend the County, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees for injury to or death of any person, for damage to any property, or for any breach of contract, arising out of or in connection with the work done by the Contractor under this Contract, provided that any such claim, loss, damage, cause of action, suit or liability is caused in whole or in part by an act or omission of the Contractor, any subcontractor, or any person, organization directly or indirectly employed by any of them to perform or furnish work on the Project. This indemnity shall apply regardless of whether such injuries, death, damages, or breach are caused in part by the negligence or omission of the County, any other party indemnified hereunder, the Contractor, or a third party.

The indemnification shall include but not be limited to the following specific instances:

- a. In the event the County is damaged due to the act, omission, mistake, fault or default of the Contractor, then the Contractor shall indemnify and hold harmless and defend the County for such damage.

- b. The Contractor shall indemnify and hold harmless and defend the County from any claims for payment for goods or services brought by any material suppliers, mechanics, laborers, or other subcontractors.
- c. The Contractor shall indemnify and hold harmless and defend the County from any and all injuries to or claims to adjacent property owners caused by the Contractor, its agents, employees and representatives.
- d. The Contractor shall be responsible for any damage to the floor, walls, etc., caused by the Contractor's personnel or equipment.
- e. The Contractor shall also be responsible for subcontractors hired.
- f. The Contractor shall indemnify, hold harmless, and defend the County from any liability caused by the Contractor's failure to comply with applicable federal, state, or local regulations, that touch upon or concern the maintenance of a safe and protected working environment and the safe use and operation of machinery and equipment in that working environment, no matter where fault or responsibility lies.

The indemnification obligations of the Contractor under this section shall not extend to include the liability of any architect, their consultants, and agents or employees of any of them arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the architect, their consultants, and agents and employees of any of them, provided such giving or failure to give is the primary cause of the injury or damage.

N. RELEASE

The Contractor assumes full responsibility for the work to be performed hereunder, and hereby releases, relinquishes, and discharges the County, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person (whether employees of either party or other third parties) and any loss of or damage to any property (whether property of either of the parties hereto, their employees, or of third parties) that is caused by or alleged to be caused by, arising out of, or in connection with the Contractor's work to be performed hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance, and in the event of injury, death, property damage, or loss suffered by the Contractor, any subcontractor, or any person or organization directly or indirectly employed by any of them to perform or furnish work on the project, this release shall apply regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the County.

O. PROPOSAL SUBMITTAL

1. The Proposer shall submit the proposal on the forms enclosed on the Brazos County web site. All blank spaces in forms shall be correctly filled in by typewriter or manually in ink and the proposer shall state the prices.
2. If a proposal is submitted by an individual, his name must be signed by him or his duly authorized agent. If the proposal is submitted by a firm, association, or partnership, the name and address of each member must be given, and the proposal must be signed by an official or duly authorized agent.

3. The following items should be completed and included in your proposal submission. Failure to include these items will disqualify your proposer.
 - i. Completed and signed RFP including:
 - a. References (Section R)
 - b. Certification of Proposal (Section U)
 - ii. Pricing proposal as a Unit Price
 - iii. Timeline and methodology for completion of the final report
 - iv. Example of a report from a similar size and scope project
 - v. Sample Contract between proposer and Brazos County
4. The Proposer shall submit one (1) original of completed RFP with appropriate signature(s). This should include any pricing, references, specified qualifications, etc. The Proposer shall also submit five (5) copies of the qualification statements in their proposal packet. The five copies should NOT include the RFP or pricing, but should include.
5. **By signing the certification below, the respondent verifies that all plans and specifications have been reviewed and are considered in the pricing attached. Prior to award, the respondent also completes the Verification of No Delinquent Taxes or Fees form (V.T.C.A. LOCAL GOVERNMENT CODE §262.0276), Legislative Certification Form, and the Disclosure of Interested Parties (1295). These are all available on the Brazos County Purchasing website.**

P. PROPOSAL COMPOSITION

1. Summarize your understanding of the project.
2. Describe your approach for accomplishing the necessary tasks and lessons learned from previous similar projects.
3. Provide the resume for all contractor staff that will be working on this project.
4. Provide an estimated timeline of events from beginning to end of the contract. This should include a detailed list of the tasks and expected duration for each task.
5. Provide a Pricing Proposal as a Unit Price for this project. In this Proposal shall have the milestones in which payments should be made.
6. Provide one example of an initial report and final report for a comparably sized jail, preferably in Texas.
7. Discuss the communication plan with Brazos County personnel.

Q. EVALUATION CRITERIA

1. Criteria for evaluating the proposals is requested with the following (but not limited to):
 - a. Experience and Expertise (30 Points):
 - i. Proven track record in conducting similar staffing analyses.
 - ii. Specific experience with correctional or law enforcement facilities preferred.

- iii. Understanding of state and federal regulations affecting staffing in correctional settings.
- b. Methodological Approach (20 Points):
 - i. Clarity and appropriateness of proposed methodology for conducting the staffing analysis.
 - ii. Evidence of data-driven and comprehensive analysis techniques.
 - iii. Timeline mapping out your approach with milestones to better understand the proposer’s methodology.
- c. Cost (25 Points):
 - i. Overall cost-effectiveness of the proposal.
 - ii. Transparency and detail in budget breakdown, including any potential additional costs.
- d. Collaboration and Communications (25 Points):
 - i. Plans for engaging with jail staff, administration, and other stakeholders during the project.
 - ii. Ability to present complex information clearly and effectively.

R. REFERENCES

Respondents shall provide a list of at least five (5) references, where work comparable in quality and scope to that specified has been performed within the past five (5) years. This list should include the **names, phone number and email** of the company/entity for which the prior work was performed to contact these references. References received on previous solicitations for similar size and scope in the previous six (6) months may be considered in lieu of obtaining a new reference check. A negative reference may be grounds for disqualification of bid. Respondents are not allowed to use Brazos County as a reference.

Company/Entity: Tarrant County, Texas

Contact: Mike Simonds, Chief of Staff

Phone: 817-884-2050

Email: MESimonds@TarrantCounty.com



Company/Entity: Dallas County, Texas

Contact: Kumar Pilla, Deputy Director

Phone: 214-653-6720

Email: Kumar.Pilla@dallascounty.org



Company/Entity: Nueces County, Texas

Contact: Sheriff J.C. Hopper

Phone: 361-887-2222

Email: john.hooper@nuecesco.com



Company/Entity: Bernalillo County, New Mexico

Contact: Julia Rivera, Ethics and Compliance Manager

Phone: 505-839-8982

Email: jurivera@bernco.gov



Company/Entity: King County, Washington

Contact: Jennifer R. Albright, PhD, Deputy Division Director

Phone: 206-477-9097

Email: Jennifer.albright@kingcounty.gov

S. PROPOSAL EVALUATION WAIVER

By submitting a proposal or response, each Proposer/offeror indicated below agrees to waive any claim it has or may have against Brazos County (the Owner), Architect, Engineers, Consultants and their respective Commissioners, directors, employees, or agents arising out of or in connection with (1) the administration, evaluation, or recommendation of any proposal or response (2) any requirement under the Request for Proposal or related documents; (3) the rejection of any proposal or response or any part of any proposal or response; and/or (4) the award of a Contract, if any.

The Proposer further agrees the Owner reserves the right to waive any requirements under the proposal documents or the Contract Documents, with regards to acceptance or rejection of any proposals, and recommendation or award of the contract.

Note: The Statement of Affirmation Must be Notarized.

STATEMENT OF AFFIRMATION

The undersigned affirms that he/she is duly authorized to execute this waiver by the person(s) or business entity making the proposal.

Firm’s Name: CGL Management Group, LLC

Address: 5200 Waterford District Drive, Suite 430, Miami, FL 33126

Proposer’s Name: Karl Becker

Position/Title: Executive Vice President

Proposer’s Signature: *Karl R Becker*

Date: 6/28/2024

Subscribed and sworn to me on this 28th day of June in the year 2024

Belinda Kay McLaurin
Notary Public Belinda Kay McLaurin

My Commission expires 10/23/2029



T. ADDENDA

The undersigned acknowledges responsibility for all addenda issued prior to closing date. No addenda will be issued less than 48 hours prior to the solicitation submission deadline.

No. _____ No. _____ No. _____

Date _____ Date _____ Date _____

U. CERTIFICATION OF PROPOSAL

The undersigned affirms that they are duly authorized to execute this contract, that this proposal has not been prepared in collusion with any other Contractor, and that the contents of this proposal have not been communicated to any other Contractor prior to the official opening.

Signed By: Karl R. Becker Title: Executive Vice President

Typed Name: Karl Becker

Company Name: CGL Management Group, LLC

Mailing Address: 5200 Waterford District Drive, Suite 430, Miami, FL 33126
P.O. Box or Street City State Zip

Employer Identification Number: 45-5329984

CORPORATE SEAL IF SUBMITTED BY A CORPORATION
END OF RFP NO. CIP 24-620

By signing below, Brazos County agrees that this RFP CIP 24-620 will be awarded to the respondent whose name appears above and both parties agree to the terms and conditions contained herein.

By: Brazos County Commissioner's Court _____

Date: _____

Attest: Brazos County Clerk _____



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EXIT



CGL Management Group
2626 Cole Ave
Dallas, Texas 75204

