



RESOLUTION No. 21-438

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION AUTHORIZING AN AMENDMENT TO THE CONTRACT WITH JUSTICE ENGINEERING CORP. ("JUSTICE") FOR NECESSARY ADDITIONAL CONSULTING SERVICES IN THE AMOUNT OF \$16,525.00 TO FINALIZE THE SECURITY UPGRADES AT THE WAYNE BROWN CORRECTIONAL FACILITY FOR A TOTAL CONTRACT PRICE OF \$79,850

WHEREAS, the County of Nevada and contractor Alta Consulting Services ("Alta") have previously entered into a Consulting Agreement authorized by Resolution 18-489; and

WHEREAS, Alta assigned its obligations to Justice, authorized by Resolution 20-139, to continue providing consulting services for jail security upgrades to Wayne Brown Correctional Facility ("WBCF"); and

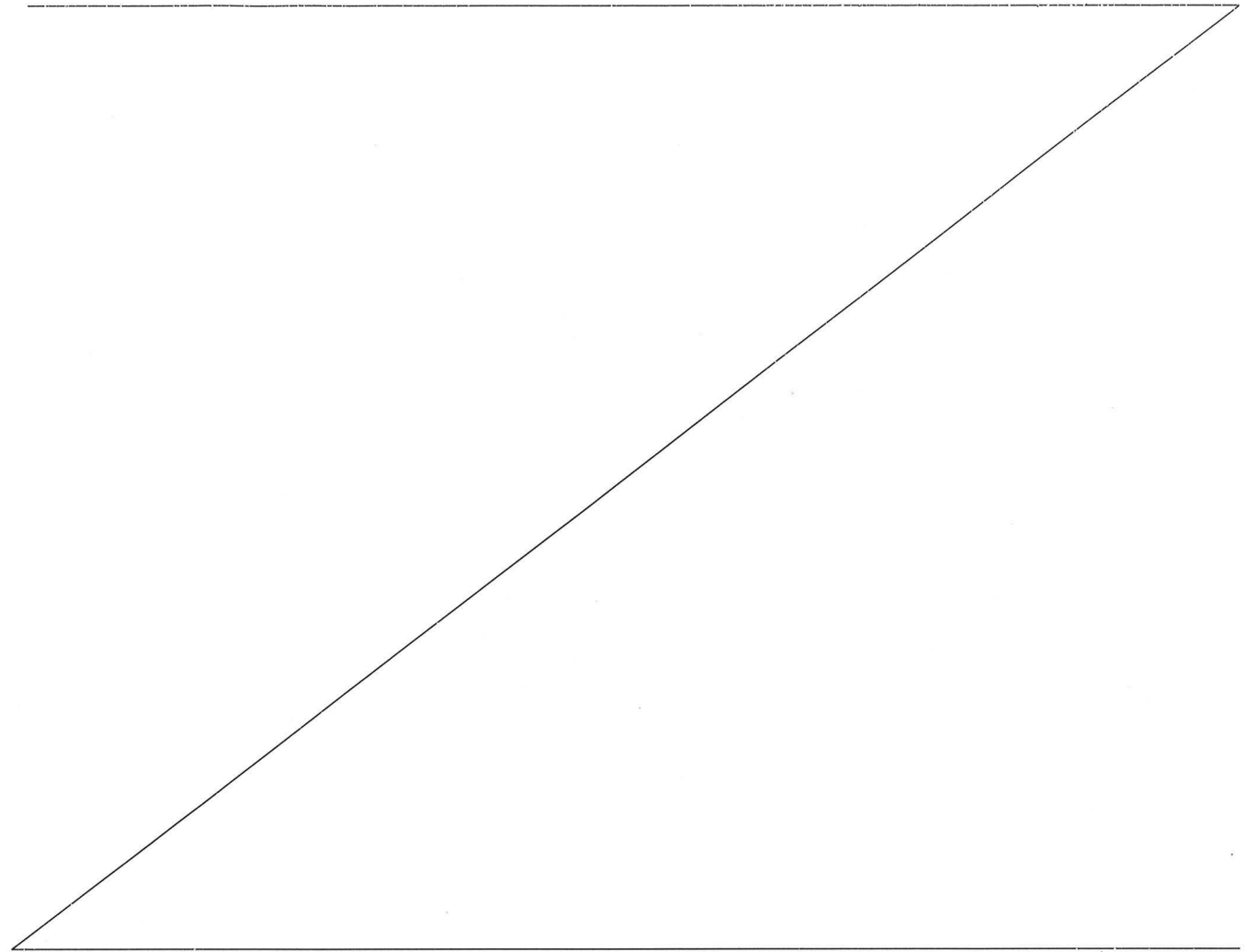
WHEREAS, the consulting services for the jail security upgrade is an essential service to the construction of the jail security upgrade at WBCF authorized by Resolution 19-624; and

WHEREAS, the parties wish to amend their Agreement to extend until November 1, 2021, and to replace Exhibit B to the Agreement in its entirety to provide for additional services necessary to complete the jail security upgrade; and

WHEREAS, in all other aspects, the Agreement, as amended, and any attachments, remains in full force and effect.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Chair of the Board of Supervisors, of the County of Nevada, be and is hereby authorized to execute, on behalf of the County of Nevada, that certain the Amendment with Justice Engineering Corp., to extend the term of the contract until November 1, 2021, and to replace Exhibit B of the contract with Justice Engineering Corp. with a new Exhibit B reflecting an increase of \$16,525.00 for additional consulting services necessary to complete the security upgrades at the Wayne Brown Correctional Facility with the maximum price of the contract not to exceed \$79,850.00.

Funding: 0101 20301 153 1000 521520



PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 12th day of October, 2021, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Susan K. Hoek and Hardy Bullock.

Noes: None.


Absent: None..

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

By: 


_____ Dan Miller, Chair

10/12/2021 cc: Sheriff*
AC*
JECorp

AMENDMENT

This Amendment ("Amendment") is entered into as of October 12, 2021, by and between Justice Engineering Corp. ("Justice") and Nevada County Sheriff's Office ("Nevada County").

A. Nevada County and Alta entered into a Personal Services Contract by Resolution 18-489 dated October 9, 2018 (the "Agreement"), wherein Alta Consulting Services ("Alta") agreed to provide consulting services to assist in the development of a Request for Qualifications for contractors to provide security upgrades at the Wayne Brown Correctional Facility and Truckee Facility.

B. As a result of Alta being unable to fulfill its obligations under the Agreement, Alta assigned to Justice all of Alta's rights and obligations under the Agreement, and Justice assumed such rights and obligations, and Nevada County consented to the Assignment under Resolution 20-139.

C. The parties wish to amend the Agreement under the terms and conditions hereunder.

AGREEMENT

1. Continuation of Provisions. Except as expressly set forth herein, all other terms and conditions of the Agreement will remain in full force and effect.
2. Term. The term of the Agreement shall be extended until November 1, 2021
3. Exhibit B. Exhibit "B" of the Agreement will be replaced in its entirety by the Exhibit "B" attached to this Agreement.
4. Effective Date. This Consent shall become effective immediately upon the signature of the document by all parties.


IN WITNESS HEREOF, the parties have executed this consent by their duly authorized representatives as of the date first written above:

Justice Engineering Corp.

By: 

Its: PRESIDENT

COUNTY OF NEVADA


Honorable Dan Miller
Chair, Board of Supervisors

Attest: 

Julie Patterson Hunter, Clerk of the Board
Clerk of the Board

EXHIBIT "B"

SCHEDULE OF CHARGES AND PAYMENTS

(Paid by County)

Payment under the terms of this agreement shall not exceed the maximum amount of \$79,850.00 for satisfactory performance of services as outlined in Exhibit "A".

County shall pay the Contractor for the provision of services upon satisfactory performance of services in five separate installments. The first installment in the amount of \$30,953.00 will be paid at the completion of the "Design Phase Services", the second installment in the amount of \$8,189.00 will be paid at the completion of the "Request for Proposal Phase Services", and third installment in the amount of \$8,061.00 will be paid at the completion of task 3 of the "Construction Phase Services", the fourth payment in the amount of \$8,061.00 will be paid at the completion of task 5 of the "Construction Phase Services", and the fifth payment in the amount of \$8,061 will be paid at the completion of all "Construction Phase Services". The combination of the five installments will not exceed \$63,325.00 as outlined in Exhibit "A"

Contractor's completion of the "Construction Phase Services" task 3 shall be evidenced by resolution of all RFI's submitted by the security systems integration contractor. Contractor's completion of "Construction Phase Services" task 5 shall be evidenced by the completion of on-site systems acceptance tests.

As called for in Exhibit "A", Additional Services for site visits and observation and analysis shall not exceed a cost of \$16,525.00, for a total contract price not to exceed \$79,850.00

Contractor shall submit to the Sheriff's Office Finance Department an invoice for payment upon completion of the contractor's obligations as outlined in Exhibit "A".

Invoices shall be mailed to;

Nevada County Sheriff's Office
Attn Sheriff's Financial Unit
950 Maidu Avenue
Nevada City, CA 95959

Alternatively, invoices may be emailed to:
SheriffFinance@co.nevada.ca.us