

COUNTY OF SACRAMENTO

FIRST AMENDMENT TO AGREEMENT FOR CONSULTANT SERVICES WITH BRANN AND ASSOCIATES, LLC AND THE PUBLIC STRATEGIES GROUP, INC.

THIS FIRST AMENDMENT is made and entered into this 31st day of January, 2006, by and between the COUNTY OF SACRAMENTO, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and Brann and Associates, LLC and The Public Strategies Group, Inc.(PSG), hereinafter referred to as "CONTRACTOR".

RECITALS

WHEREAS, the COUNTY and CONTRACTOR have previously entered into an agreement on April 5, 2005, which was approved by the County of Sacramento Board of Supervisors by Resolution No. 2005-0412, for the provision of a programmatic review of the Sheriff's Department (hereinafter "Agreement"); and

WHEREAS, COUNTY and CONTRACTOR desire to formally amend said Agreement to include an assessment of recent allegations of the mistreatment of those in custody in county jail facilities; and

WHEREAS, COUNTY intends to increase the Maximum Total Payment amount by \$206,843, from \$385,895 to a maximum of \$592,738;

NOW, THEREFORE, the Agreement is amended as follows:

I. SCOPE OF SERVICES

The Scope of Services is amended to include Exhibit A, including the current practices and recent improvements in the handling, processing, and treatment of those in custody, relevant and historical data, surveys, interviewing key stakeholders and interest groups, role and mission of the Sheriff's Citizen Advisory Board, inspection reports, and best practices regarding jail oversight. This proposal is hereby attached as Exhibit A and made a part of this Agreement.

Joseph Brann and Associates, LLC is entirely responsible for the additional scope of work.

II. COMPENSATION AND MAXIMUM PAYMENT TO CONTRACTOR

Contractors and subcontractors shall be compensated at the rates approved in the original contract. Subcontractors listed in Exhibit C of the first amendment shall be at the rate specified in the Exhibit. The Maximum Total Payment under this agreement is \$592,738. This proposal is hereby attached as Exhibit B and made a part of this Agreement.

Billings and payment for the First Amendment shall be with Joseph Brann & Associates, LLC, in accordance with Exhibit D.

First Amendment to Agreement for Consultant Services
with Brann and Associates, LLC And The Public Strategies Group, Inc.
January 31, 2006

III. REAFFIRMATION

In all other respects, the above referenced Agreement, as amended, remains in full force and effect.

IV. ENTIRE AGREEMENT

This Agreement, as amended, and any attachments hereto, constitute the entire understanding between the COUNTY and CONTRACTOR concerning the subject matter contained herein.

The entire agreement consists of: (1) the agreement between the parties originally executed on April 5, 2005, which agreement the parties hereby reaffirm, and (2) this First Amendment to Agreement.

V. TERM

This Amendment shall be effective January 31, 2006 and shall end no later than June 30, 2006.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to the Agreement as of the day and year first written above.

COUNTY OF SACRAMENTO, a
political subdivision of the State
of California

Joseph Brann
Joseph Brann and Associates, LLC

By _____
(name)
(Title) _____
Date: _____

By _____
(name)
(Title) _____
Date: _____

Jeff Zlonis, COO
The Public Strategies Group, Inc.
By: _____
(name)
(Title) _____
Date: _____

First Amendment to Agreement for Consultant Services
with Brann and Associates, LLC And The Public Strategies Group, Inc.
January 31, 2006

REVIEWED AND APPROVED BY COUNTY COUNSEL

By: _____

(name)

Date: _____

(Title) _____

Authorized by Board of Supervisors Resolution # _____

EXHIBIT A to First Amendment
between the COUNTY OF SACRAMENTO,
hereinafter referred to as "COUNTY," and
BRANN AND ASSOCIATES, LLC and THE PUBLIC STRATEGIES GROUP,
INC. (PSG), hereinafter referred to as "CONTRACTOR"

SCOPE OF SERVICES

I. SERVICE LOCATIONS

Sacramento County Main Jail
651 I Street
Sacramento, CA 95814

Rio Cosumnes Correctional Center
12500 Bruceville Road
Elk Grove, CA 95758

II. DESCRIPTION OF SERVICES

- Examine current practices and recent improvements in the handling, processing and treatment of inmates
 - Exit interviews
 - Cameras and other technology
 - Screening & Classification of Inmates
 - Access to Medical Care
 - Use of Force policy
 - Management and supervision of officers
- Review Documentation on Profile of Inmates Booked/Housed (ADAM study)
- Review relevant historical data and documents, including but not limited to:
 - Relevant investigations
 - Litigation/ Settled Claims
 - Complaints/grievances
 - Board of Corrections Biennial Inspection Reports
 - Main Jail Suicide Task Force
 - Consent Decree
 - Operations, General, and Post Orders
- Develop a survey instrument to gather feedback from stakeholders, including the individuals that testified before the Board of Supervisors on November 22, 2005.
- Meet w/key stakeholders/interest groups directly related to the recent allegations of the mistreatment of individuals in custody, to include but not limited to:
 - Sheriff's Citizen Advisory Board
 - Deputy Sheriff's Association
 - County Staff (District Attorney, Public Defender, County Counsel, County Health Officer, Social Services, Medical Staff, etc.)
 - Critics/special interests, such as NAACP, plaintiff's attorneys, etc.

- Internal Inspectional controls/systems – documentation, levels of accountability and responsibility established, communication, including management and supervisors
- Identify and discuss the roles/authority of the various bodies that provide inspections and oversight of jail operations
 - Compliance levels achieved
 - Tracking of actions required & subsequent compliance levels
- Assess and evaluate impact of the following factors on jail operations and the handling and processing of those in custody
 - Staffing, including supervision and management
 - Vacancy factor
 - Coverage – span of control
 - Experience levels
 - Attrition
 - Supervision and management practices
 - Training, including line staff, supervisors and management
- Identify role and mission of the existing Sheriff's Citizen Advisory Board
- Review Best Practices surrounding jail issues/concerns identified
 - Incorporate national and state data where available
 - § Examples: inmate suicides, homicide rates, trends, etc.
 - Monitoring/oversight examples and roles (Inspector General, Independent Monitor, Ombudsperson, etc.)
- Review relevant data relating to experiences of comparable agencies
- Provide final report w/findings/recommendations

**EXHIBIT B to First Amendment
between the COUNTY OF SACRAMENTO,
hereinafter referred to as "COUNTY," and
BRANN AND ASSOCIATES, LLC and THE PUBLIC STRATEGIES GROUP,
INC, (PSG) hereinafter referred to as "CONTRACTOR"**

BUDGET REQUIREMENTS

I. COMPENSATION AND MAXIMUM PAYMENT TO CONTRACTOR

Contractor and subcontractors shall be compensated at the same rates as specified in original contract and in Exhibit C of First Amendment.

The Maximum Total Payment under this agreement is \$592,738

II. BUDGET

Does not apply.

**EXHIBIT C to First Amendment
between the COUNTY OF SACRAMENTO,
hereinafter referred to as "COUNTY," and
BRANN AND ASSOCIATES, LLC and THE PUBLIC STRATEGIES GROUP,
INC., (PSG) hereinafter referred to as "CONTRACTOR"**

AUTHORIZED SUBCONTRACTORS

The following additional subcontractor has been authorized to work on this project:

- Paul Myron at \$140.00 per hour

Additional subcontractors may be added with written permission by COUNTY.

**EXHIBIT D to Agreement
between the COUNTY OF SACRAMENTO
hereinafter referred to as "COUNTY,"
and Joseph Brann and Associates, LLC and The Public Strategies Group, Inc.
(PSG), hereinafter referred to as "CONTRACTOR"**

CONTRACTOR IDENTIFICATION

Name	Brann & Associates, LLC
Address	4232 Pascal Place Palos Verdes Peninsula, CA 90274
Phone	310-265-7479
EIN	33-0963900
Dependent Health Coverage Available	Yes