



**Comptroller of the Treasury
Division of County Audit**

REVIEW OF PAYMENTS TO DON STOUGHTON AND ASSOCIATES, INC.

**AGREED ORDER OF SETTLEMENT
METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY v. STATE OF TENNESSEE**

August 29, 2006

EXECUTIVE SUMMARY

Background

Pursuant to the July 18, 2006 request of the State of Tennessee's Select Oversight Committee on Corrections (Oversight Committee), the Comptroller of the Treasury, Division of County Audit has performed a limited review of the payments made for consulting services to Don Stoughton and Associates, Inc. (DSA, Inc.). The Metropolitan Government of Nashville and Davidson County (Metro) entered into a contract with DSA, Inc. (*Attachment A*) as part of an Agreed Order of Settlement resulting from claims pending in Metro v. State of Tennessee, Tennessee Claims Commission No. 96-001258.

The Settlement Agreement (*Attachment B*) arose from a contract the State had entered into on January 12, 1989 with Metro. The State agreed to deed the old DeBerry Facility in Antioch to Metro and to pay the cost of constructing a new facility on the site. Further the parties promised to consider and mutually agree on additional construction at the site when needed. Under this contract, Metro had brought a claim against the Tennessee Department of Correction (TDOC) requesting additional reimbursement for the cost of housing convicted felons.

The Settlement Agreement provided:

1. The State would pay Metro \$5,300,468.76 as full and final settlement of all claims through June 30, 2000, and
2. Such payment would be in two installments, with the first installment of \$2,585,471.35 due on November 15, 2000 and the second installment of \$2,714,997.41 due on July 1, 2001.

The Settlement Agreement further provided that Metro would dedicate the \$2,585,471.35 to employ consulting services to prepare bid specifications, including physical design and programming, for the construction and operation of additional correctional capacity on the property deeded to Metro. Other pertinent provisions included:

- Such consulting services shall include planning to meet capacity needs of Metro and TDOC and shall address issues relating to management and allocation of resources between the State and Metro. The bid specifications shall include plans for an Enterprise Facility capable of providing shared services to all inmates housed at the site.
- The request for the selection of the consulting services contractor, and the final contract for consulting services shall be subject to the prior written approval of the State.
- No invoice shall be paid from such funds without the prior written approval of the Commissioner of the TDOC, or his designee.
- In the event such funds, or any portion thereof, are expended in noncompliance with the terms of this Agreement, the State is entitled to recover the amount of the funds improperly expended by Metro by any appropriate means, including, but not limited to offset of amounts otherwise due from the State to Metro.
- The actual cost of the consulting services will be unknown until such times as Metro and the State approve the consulting services contract. In the event that any portion of the first lump sum payment of \$2,585,471.35 is not spent as payment under the consulting services contract, it shall be returned to the State within sixty (60) days of the State's concurrence with Metro that the consultant(s) have adequately performed their consulting contract or termination of the consultants(s) contract.

Scope

The Oversight Committee requested the Comptroller’s Office assistance in determining whether all of the payments made to DSA, Inc. complied with the Agreed Order of Settlement and whether the State was entitled to recover any portion of the \$2,585,471.35 installment.

We reviewed the documentation provided by Metro. That documentation included various pieces of correspondence, a copy of the Settlement Agreement, newspaper articles, the consulting contract, a copy of the correctional master plan, and invoices. We reviewed forty-five (45) invoices for the period May 1, 2001 through December 31, 2004. The invoices were reviewed for accuracy, proper approvals, and timeliness. We summarized the invoices by tasks (*Schedule 1*). The invoices were further broken down by time and materials and fixed price tasks. *Schedule 2* provides for a description of each task performed and the amount expended for each task. We also summarized expenses by staff member (*Schedules 3 and 4*).

Observations

- The Agreed Order of Settlement was for an installment of \$2,585,471.35 to be paid to Metro on November 15, 2000. Payment was made by State warrant (#9015788). The ensuing consulting contract with DSA, Inc. was for \$2,500,000. We reviewed forty-five (45) invoices that were submitted to Metro by DSA, Inc. Those invoices totaled \$2,460,803.68.
- The difference between the installment of \$2,585,471.35 and the invoices we reviewed was \$124,667.67.
- Based on the documentation that Metro provided, all invoices did not appear to be approved by the State. According to Metro’s letter to the Oversight Committee on June 20, 2006, State approval was to consist of an acknowledgement by both TDOC and the State Architect. Twelve (12) invoices totaling \$494,007 were approved by the State. Eighteen (18) invoices totaling \$1,348,270 were approved by the State Architect

only. Two (2) invoices totaling \$67,653 were approved by TDOC only. Thirteen (13) invoices totaling \$550,873.68 were not approved by either TDOC or the State Architect. (*Schedule 5*).

- Metro also stated in their June 20, 2006 letter that due to political opposition, planning for the “enterprise zone” for State and Metro inmates nearing their release dates stopped in 2002 when the State Building Commission deferred a request from TDOC for a long-term care housing unit at the DeBerry site. Twenty-four (24) invoices for the period January 2003 thru December 2004 totaled \$737,099.68. Work invoiced prior to January 2003 involved twenty-one (21) invoices totaling \$1,723,704.
- A summary of all invoiced amounts expended for time and materials tasks, fixed price tasks, and other expenses is as follows:

Task 1	Project Management and Administration	\$ 602,536.00
Task 2	Functional Program	611,736.00
Task 3	Space Program	121,802.00
Task 4	Staffing Plan	37,173.00
Task 5	Cost Model	27,746.00
Task 6	Population Projections	117,999.00
Task 7	Site Survey	51,454.00
Task 8	Geo-Technical Analysis	0.00
Task 9	Design Concepts	57,930.00
Task 10	Conceptual Schematics	58,770.00
Task 11	Site Plan	48,339.00
Task 12	Engineering Services	9,812.00
Task 13	Security Electronics	105,995.00
Task 14	Specifications & Requirements	11,121.00
Task 15	Work Plan	70,800.00
Task 16	Metro Jail System	350,484.00
	Other Expenses	<u>177,106.68</u>
	Total	<u>\$ 2,460,803.68</u>

- Time and materials task orders for tasks 13 and 16 were not included in the original documentation provided by Metro. However, following our inquiry, Metro's Director of Finance provided them to us. It should be noted that neither of those task orders reflected any signatures of approval.
- Invoices for services performed from February 2002 through November 2002 had a Metro general ledger posting date of February 2003. Because invoices were not stamped with a received date and approvals were not dated, we could not determine when the invoices were actually received and approved.
- Hourly rates often did not correspond to the staffing and rates schedule. In many instances, the actual hourly rates used for billing were less than the calendar year rates contained in the staffing and rates schedule attached as part of the DSA, Inc. contract.
- In some instances, invoice totals were incorrect. Subtotals of task orders and other expenses did not agree with the final invoice amount. There were also errors in the extension of labor hours and hourly rates. These amounts totaled \$5,577.63 (immaterial to the \$2.5 million contract).
- With the exception of the initial invoice (DBRY001-01) dated May 5, 2001 that included work charged by Don Stoughton, Tom Sundstrom, Marion Fowlkes, Makie Shanks, Barb White, Jeff Hall, Scott Neilson, Dennis Sandala, John Reuther, and Kate Perry, expenses were detailed by person. However, expenses were not broken out by travel date. Also, items were not always supported by receipts.

Conclusion

Pursuant to Section I. E. of the Agreed Order of Settlement, in the event that any portion of the \$2,585,471.35 installment to Metro was not spent as payment under the consulting services contract, it was required to be returned to the State within 60 days of the State's concurrence with Metro that the consultant(s) have adequately performed their consulting contract or termination of the consultant(s) contract.

If the State determines the services invoiced were adequately performed, it would appear that the State should receive a refund of **\$124,667.67**, which represents the difference between the State's installment of \$2,585,471.35 and the invoiced amount of \$2,460,803.68.

The Davidson County legislative delegation strongly opposed TDOC's request to add additional state prison beds in Metro. Therefore, in 2002, planning for additional correctional capacity to meet TDOC's request for an "enterprise zone" and a long-term care housing facility at the DeBerry site was stopped. Metro proceeded with the design and construction of units at the DeBerry site to meet Metro's needs. During this period, January 2003 thru December 2004, there were twenty-four (24) invoices for consulting and site planning services regarding the "DeBerry Master Plan" that totaled \$737,099.68.

Although the invoice approval and payment process may have been properly performed, the parties involved did not adequately maintain documentation pertaining to the approval of the DSA, Inc. invoices. Neither Metro, TDOC, nor the State Architect could provide a complete set of documents that would reflect proper State approval. Furthermore, the invoices submitted by DSA, Inc. included:

- Calculated amounts that were rounded.
- Detailed line items did not add to sub-totals, and
- Subtotals did not add to totals.

However, amounts were immaterial to the \$2.5 million contract.

SUMMARY

1	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	X	Y	Z
2	Invoice Date	Invoice Number	Service Began	Service End	Task 1	Task 2	Task 3	Task 4	Task 5	Task 6	Task 7	Task 8	Task 9	Task 10	Task 11	Task 12	Task 13	Task 14	Task 15	Task 16	Other Expenses	Total Invoice	Doc. State Architect App.	Doc. TDOC App.	G/L Posted Date
3	5/1/2001	dbry001-01	4/1/01	4/30/01	14,367	11,122	2,508	2,360	797	-	-	-	1,043	797	354	-	17,789	797	70,800	-	1,299	124,033	N	N	6/11/01
4	6/7/2001	dbry001-02	5/1/01	6/1/01	21,343	17,862	4,573	1,652	472	39,333	-	-	19,680	-	6,977	307	29,069	885	-	13,995	5,949	162,097	Y	N	6/28/01
5	7/6/2001	dbry001-03	6/2/01	6/29/01	10,169	15,606	7,180	1,564	3,168	-	1,035	-	19,187	12,508	18,786	879	6,136	5,351	-	11,499	2,904	115,972	Y	N	8/13/01
6	8/11/2001	dbry001-04	6/30/01	7/27/01	8,997	15,134	3,983	944	3,452	-	21,371	-	3,192	6,661	4,242	-	1,912	-	-	17,151	3,026	90,065	Y	N	10/12/01
7	9/11/2001	dbry001-05	7/28/01	8/31/01	15,268	20,119	5,163	1,180	4,484	39,333	19,000	-	4,437	3,540	6,756	-	33,583	2,106	-	19,381	6,207	180,557	Y	N	10/8/01
8	10/14/2001	dbry001-06	9/1/01	9/28/01	10,808	11,092	32,450	944	3,788	-	-	-	1,717	1,853	2,083	-	2,360	-	-	13,315	2,724	83,134	Y	N	1/28/02
9	11/19/2001	dbry001-07	9/29/01	11/2/01	13,838	14,662	36,492	3,393	2,803	-	6,440	-	1,021	6,177	177	-	1,859	266	-	34,922	6,224	128,274	Y	N	3/25/02
10	12/20/2001	dbry-001-08	11/3/01	11/30/01	12,688	10,296	8,732	3,334	1,800	-	3,608	-	89	13,316	3,375	1,151	7,930	-	-	45,306	6,087	117,712	Y	N	3/25/02
11	1/16/2002	dbry-001-09	12/1/01	12/28/01	12,782	7,375	6,874	2,714	915	-	-	-	2,100	5,015	4,938	1,304	2,065	-	-	43,188	3,414	92,684	Y	N	3/25/02
12	2/15/2002	dbry-001-10	12/29/01	2/1/02	19,354	6,058	1,954	4,282	614	39,333	-	-	5,464	3,036	-	242	3,292	322	-	69,700	4,825	158,476	Y	N	3/25/02
13	3/15/2002	dbry-001-11	2/2/02	3/1/02	23,430	2,912	991	1,177	496	-	-	-	-	-	403	5,186	-	1,394	-	26,874	2,802	65,665	Y	Y	2/11/03
14	4/5/2002	dbry-001-12	3/2/02	3/29/02	29,829	2,912	991	-	991	-	-	-	-	5,278	248	-	-	-	-	11,932	3,812	56,860	Y	Y	2/11/03
15	5/10/2002	dbry-001-13	3/30/02	5/3/02	25,696	7,124	1,239	2,819	620	-	-	-	-	589	-	-	-	-	-	5,173	5,283	48,543	Y	Y	2/11/03
16	6/10/2002	dbry-001-14	5/4/02	5/31/02	27,103	1,982	991	991	496	-	-	-	-	-	-	743	-	-	-	5,391	2,236	39,933	Y	Y	2/11/03
17	7/6/2002	dbry-001-15	6/1/02	6/28/02	29,380	1,982	991	991	496	-	-	-	-	-	-	-	-	-	-	4,671	5,059	43,570	Y	Y	2/11/03
18	8/11/2002	dbry-001-16	6/29/02	8/2/02	39,416	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,897	42,313	Y	Y	2/11/03
19	9/7/2002	dbry-001-17	8/3/02	8/30/02	36,210	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3,157	39,367	N	Y	2/11/03
20	10/5/2002	dbry-001-18	8/31/02	9/27/02	7,992	3,098	2,354	2,602	1,239	-	-	-	-	-	-	-	-	-	-	8,797	2,557	28,639	Y	Y	2/11/03
21	11/2/2002	dbry-001-19	9/28/02	11/1/02	10,284	4,832	3,221	2,726	1,239	-	-	-	-	-	-	-	-	-	-	8,301	1,746	32,349	Y	Y	2/11/03
22	11/30/2002	dbry-001-20	11/2/02	11/29/02	13,908	13,381	-	-	-	-	-	-	-	-	-	-	-	-	-	5,111	3,143	35,543	Y	Y	2/11/03
23	12/27/2002	dbry-001-21	11/30/02	12/27/02	11,925	13,164	1,115	2,509	-	-	-	-	-	-	-	-	-	-	-	5,777	3,428	37,918	Y	Y	2/11/03
24	1/31/2003	dbry-002-01	12/28/02	1/31/03	6,784	19,886	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,616	28,286	N	Y	3/7/03
25	2/28/2003	dbry-002-02	2/1/03	2/28/03	3,067	23,510	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,718	28,295	N	N	3/7/03
26	3/28/2003	dbry-002-03	3/1/03	3/28/03	10,540	22,906	-	-	-	-	-	-	-	-	-	-	-	-	-	-	12,269	45,715	N	N	4/9/03
27	5/2/2003	dbry-002-04	3/29/03	5/2/03	11,756	28,342	-	-	-	-	-	-	-	-	-	-	-	-	-	-	4,533	44,631	N	N	6/27/03
28	5/30/2003	dbry-002-05	5/3/03	5/30/03	6,834	22,534	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3,891	33,259	N	N	7/31/03
29	6/27/2003	dbry-002-06	5/31/03	6/27/03	5,408	24,551	-	-	-	-	-	-	-	-	-	-	-	-	-	-	11,999	41,958	N	N	11/5/03
30	8/1/2003	dbry-002-07	6/28/03	8/1/03	7,989	22,692	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,749	33,430	N	N	11/5/03
31	8/29/2003	dbry-002-08	8/2/03	8/29/03	9,003	16,169	-	-	-	-	-	-	-	-	-	-	-	-	-	-	6,127	31,299	N	N	1/29/04
32	10/3/2003	dbry-002-09	8/30/03	10/3/03	9,577	27,878	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3,081	40,536	N	N	1/29/04
33	10/31/2003	dbry-002-10	10/4/03	10/31/03	9,326	21,744	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,379	33,449	N	N	1/29/04
34	11/28/2003	dbry-002-11	11/1/03	11/28/03	1,533	20,258	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,911	24,702	N	N	1/29/04
35	1/2/2004	dbry-002-12	11/29/03	1/2/04	2,602	25,276	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,410	30,288	N	N	1/29/04
36	1/30/2004	dbry-002-13	1/3/04	1/30/04	11,166	22,627	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5,486	39,279	N	N	2/18/04
37	2/27/2004	dbry-002-14	1/31/04	2/27/04	1,951	23,835	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,737	28,523	Y	Y	3/12/04
38	3/26/2004	dbry-002-15	2/28/04	3/26/04	7,630	24,068	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,453	34,151	Y	Y	4/30/04
39	4/30/2004	dbry-002-16	3/27/04	4/30/04	24,515	19,979	-	-	-	-	-	-	-	-	-	-	-	-	-	-	604	45,098	Y	N	6/11/04
40	5/28/2004	dbry-002-17	5/1/04	5/28/04	11,074	14,775	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,860	27,709	Y	N	6/15/04
41	6/25/2004	dbry-002-18	5/29/04	6/25/04	7,806	5,297	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,578	14,681	Y	N	10/18/04
42	7/30/2004	dbry-002-19	6/26/04	7/30/04	7,062	9,664	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,441	19,167	Y	N	10/18/04
43	8/27/2004	dbry-002-20	7/31/04	8/27/04	12,214	10,036	-	-	-	-	-	-	-	-	-	-	-	-	-	-	18,176	40,426	Y	N	10/18/04
44	10/1/2004	dbry-002-21	8/2/04	10/1/04	7,620	7,248	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,718	16,586	Y	N	10/18/04
45	10/29/2004	dbry-002-22	10/2/04	10/29/04	11,767	4,832	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,400	18,999	Y	N	12/17/04
46	12/3/2004	dbry-002-23	10/30/04	12/3/04	10,129	7,062	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,212	19,403	Y	N	12/17/04
47	12/31/2004	dbry-002-24	12/4/04	12/31/04	10,396	5,854	-	-	-	-	-	-	-	-	-	-	-	-	-	-	980	17,230	Y	N	1/26/05
48	Total				\$ 602,536.00	\$ 611,736.00	\$ 121,802.00	\$ 37,173.00	\$ 27,746.00	\$ 117,999.00	\$ 51,454.00	\$ -	\$ 57,930.00	\$ 58,770.00	\$ 48,339.00	\$ 9,812.00	\$ 105,995.00	\$ 11,121.00	\$ 70,800.00	\$ 350,484.00	\$ 177,106.68	\$ 2,460,803.68			
49																									
50																									# of Invoices
51																									13
52																									12
53																									18
54																									2
55																									45

REVIEW OF PAYMENTS TO DON STOUGHTON AND ASSOCIATES, INC.

SCHEDULE 2

AMOUNT BY TASK

Task	Title	Description	Amount Expended
1	Project Management and Administration	Define the program, coordinate planning process, coordinate and schedule action items necessary to carry out project. Conduct a monthly project review meeting.	\$602,536.00
2	Functional Program	Develop a detailed functional program to serve as guideline to develop conceptual schematics and specifications and requirements for design-build project. This program will be developed in the context of Metro's jail system and long-term correctional needs.	611,736.00
3	Space Program	Develop a architectural space program. This program will identify and define the spaces that support the different functions defined and described in the Functional Program.	121,802.00
4	Staffing Plan	Develop a staffing plan for each component. The plan will consist of the number and type of positions and posts.	37,173.00
5	Cost Model	Develop a cost model to estimate program development and operating costs as well as facility development costs. This will assist in identifying opportunities for savings and greater efficiency.	27,746.00

REVIEW OF PAYMENTS TO DON STOUGHTON AND ASSOCIATES, INC.

SCHEDULE 2

AMOUNT BY TASK

Task	Title	Description	Amount Expended
6	Population Projections	Develop prisoner population projections and provide Metro with a methodology to semi-annually update a 10-year projection of prisoner population.	117,999.00
7	Site Survey	Solicit proposals from 2-3 surveyors and contract with a survey team to prepare boundary and topographical surveys of the DeBerry site.	51,454.00
8	Geo-Technical Analysis	Solicit proposals from testing companies and labs that may be used to analyze the site. Request soil and related site tests.	0.00
9	Design Concept	Prepare design concepts for the site and related buildings comprising the complex. Verify conditions of buildings, utilities, etc.	57,930.00
10	Conceptual Schematics	Further develop the approved concept drawings and package them with the State's prototypical drawings for design-build procurement.	58,770.00

REVIEW OF PAYMENTS TO DON STOUGHTON AND ASSOCIATES, INC.

SCHEDULE 2

AMOUNT BY TASK

Task	Title	Description	Amount Expended
11	Site Plan	Prepare a concept design for the proposed site and utility layout. This will depict the location and relationships of any buildings on the site, the movement patterns, and correctional zoning of the site.	48,339.00
12	Engineering Services	Prepare engineering documents for the design-build procurement.	9,812.00
13	Security Electronics	Build on the standards and model specifications developed by the State regarding corrections security systems and security electronics. The standards will be upgraded to meet the program requirements of any new construction and site development at the DeBerry location.	105,995.00
14	Specifications and Requirements	Develop technical design requirements and selected construction details for the design and construction of the complex.	11,121.00
15	Work Plan	Develop a project work plan for the study and analysis of the DeBerry site for the Metro and State. This will include a summary analysis of Metro jail facilities.	70,800.00

REVIEW OF PAYMENTS TO DON STOUGHTON AND ASSOCIATES, INC.

SCHEDULE 2

AMOUNT BY TASK

Task	Title	Description	Amount Expended
16	Metro Jail System	Develop a functional program for the Metro Jail System that is coordinated with the DeBerry site plan and is consistent with the planned shared services for both State and Metro inmates. The program will serve as the guideline for development of conceptual schematics and specifications and requirements for a design-build project for the Metro Zone at the DeBerry Complex. The program will also be coordinated with the Metro Jail System including expansion of that system not located on the DeBerry Complex site.	<u>350,484.00</u>
SUB-TOTAL BY TASK			<u>\$2,283,697.00</u>
	Other Expenses	Other expenses included: airfare, lodging, meals, mileage, car rental, and various other items.	\$177,106.68
TOTAL AMOUNT EXPENDED			<u><u>\$2,460,803.68</u></u>

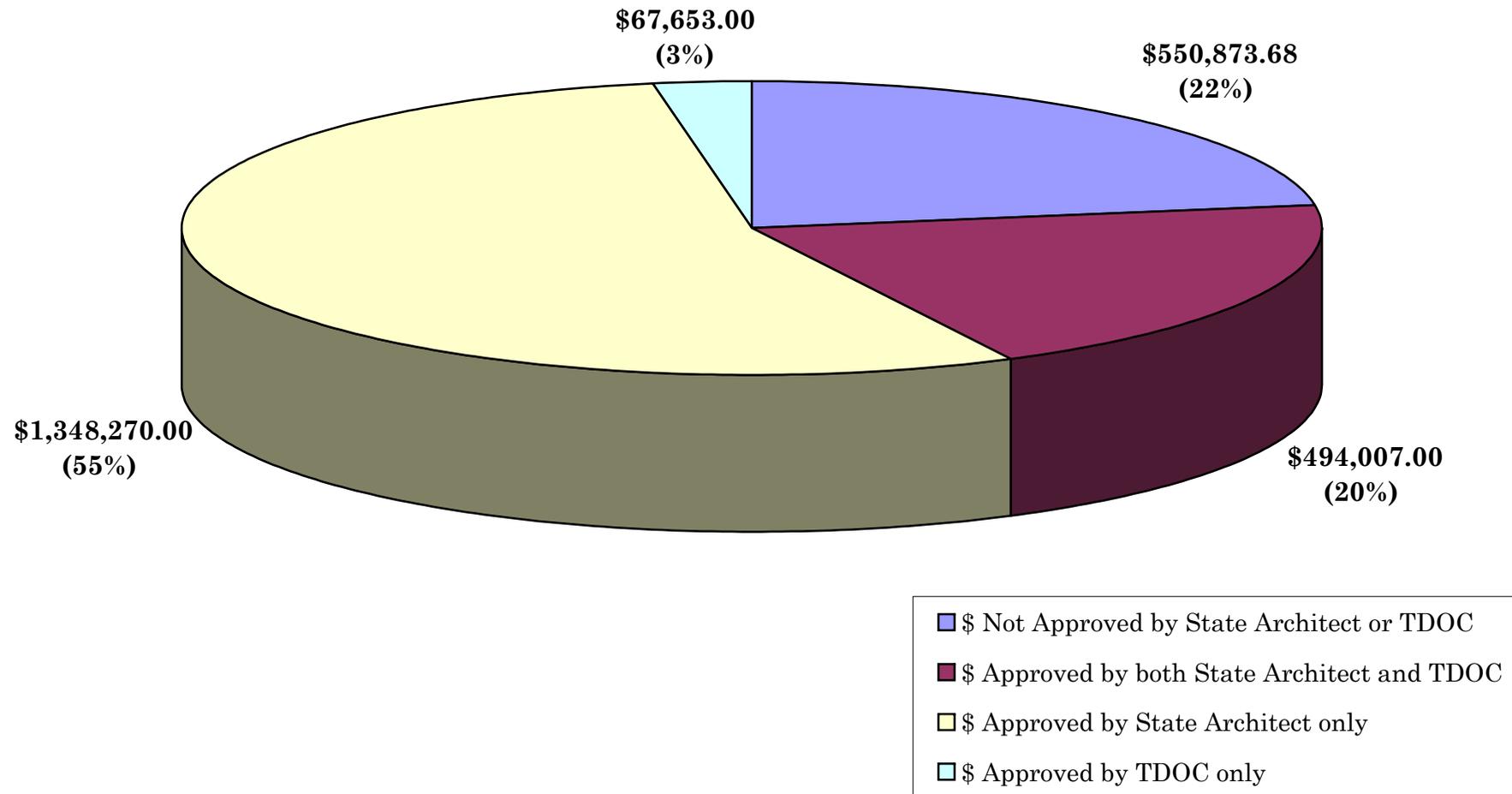
TASK SUMMARY BY EMPLOYEE

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	
1	Task Summary by Employee																			
2	Staff	Task 1	Task 2	Task 3	Task 4	Task 5	Task 6	Task 7	Task 8	Task 9	Task 10	Task 11	Task 12	Task 13	Task 14	Task 15	Task 16	Other Expenses	TOTAL	
3	Don Stoughton	407,168.00	573,564.00	40,086.00	20,512.00	16,903.00	-	-	-	-	1,238.00	1,061.00	-	-	1,591.00	-	88,842.00	165,038.36	1,316,003.36	
4	Fixed Priced Tasks	-	-	-	-	-	117,999.00	51,454.00	-	-	-	-	-	-	-	70,800.00	-	-	240,253.00	
5	Barb White	89,021.00	37,375.00	16,360.00	16,661.00	8,104.00	-	-	-	-	-	-	-	-	-	-	26,039.00	-	193,560.00	
6	Scott Nielson	-	-	51,685.00	-	-	-	-	-	-	-	-	-	33,717.00	-	-	68,186.00	6,035.71	159,623.71	
7	Tom Sundstrom	7,073.00	797.00	11,063.00	-	-	-	-	-	-	-	-	-	59,147.00	-	-	29,427.00	2,771.32	110,278.32	
8	Marion Fowlkes	6,656.00	-	1,151.00	-	2,125.00	-	-	-	19,994.00	6,776.00	6,461.00	3,311.00	-	3,608.00	-	46,067.00	3,901.63	100,050.63	
9	Consultant II (Wendy Naro)	82,703.00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	82,703.00	
10	Makie Shanks	7,163.00	-	306.00	-	614.00	-	-	-	18,346.00	3,920.00	14,364.00	6,501.00	-	3,237.00	-	13,852.00	-	68,303.00	
11	Fawn Ferguson	-	-	-	-	-	-	-	-	5,062.00	17,572.00	2,785.00	-	-	-	-	40,141.00	-	65,560.00	
12	Jeff Hall	-	-	-	-	-	-	-	-	14,174.00	384.00	11,520.00	-	-	2,685.00	-	20,429.00	-	49,192.00	
13	Mark Brown	-	-	-	-	-	-	-	-	-	17,440.00	1,569.00	-	-	-	-	-	-	19,009.00	
14	Iliana Villarreal-Gray	-	-	-	-	-	-	-	-	-	11,387.00	3,068.00	-	-	-	-	2,006.00	-	16,461.00	
15	Kate Perry	-	-	-	-	-	-	-	-	-	-	-	-	12,057.00	-	-	717.00	-	12,774.00	
16	John Reuther	-	-	-	-	-	-	-	-	-	-	-	-	543.00	-	-	11,001.00	-	11,544.00	
17	James Leutgens	-	-	-	-	-	-	-	-	354.00	-	7,039.00	-	-	-	-	3,481.00	-	10,874.00	
18	Other Expenses	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	4,937.29	4,937.29	
19	Tanya Irvin	2,619.00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	56.00	-	2,675.00	
20	Randall Harvey	-	-	1,151.00	-	-	-	-	-	-	-	472.00	-	-	-	-	62.00	-	1,685.00	
21	Dennis Sandala	-	-	-	-	-	-	-	-	-	-	-	-	531.00	-	-	-	-	531.00	
22	Donna Spears	133.00	-	-	-	-	-	-	-	-	53.00	-	-	-	-	-	178.00	-	364.00	
23	SUB-TOTAL	602,536.00	611,736.00	121,802.00	37,173.00	27,746.00	117,999.00	51,454.00	-	57,930.00	58,770.00	48,339.00	9,812.00	105,995.00	11,121.00	70,800.00	350,484.00	182,684.31	2,466,381.31	
24	ADJUSTMENT																	(5,577.63)	(5,577.63)	
25	TOTAL	602,536.00	611,736.00	121,802.00	37,173.00	27,746.00	117,999.00	51,454.00	-	57,930.00	58,770.00	48,339.00	9,812.00	105,995.00	11,121.00	70,800.00	350,484.00	177,106.68	2,460,803.68	
26																				
27																				
28	Adjustment reason																			
29																				
30	In some instances invoice totals were incorrect. Subtotals of task orders and other expenses did not agree with the final invoice amount. There were																			
31	also errors in the extension of labor hours and hourly rates. These amounts were immaterial.																			

OTHER EXPENSES

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U
1	Other Expenses Detail																				
2	Staff	AirFare	Meals	Lodging	Car Rental	Mileage	Telephone	Parking	Plotting	Doc. Reproduction	Postage & Frieght	Travel	Electronic media	Conference Calls	CJC Survey	Geoscience	Kurzynske engineer	Print & Pub	Engineering Svcs	Civil Engineers	Totals
3	Don Stoughton	54,574.39	13,520.15	32,796.93	18,962.87	1,710.00	2,257.89	697.75	-	-	162.61	-	-	6,207.74	-	19,400.00	4,644.00	545.53	9,558.50	-	165,038.36
4	Scott Nielson	3,267.70	650.00	1,106.44	872.97	47.60	-	91.00	-	-	-	-	-	-	-	-	-	-	-	-	6,035.71
5	Marion Fowlkes	-	111.84	-	-	-	107.40	4.00	1,453.29	1,028.90	80.30	17.03	31.83	17.40	1,000.00	-	-	49.64	-	-	3,901.63
6	Barge Cauthen & Assoc	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3,570.00	3,570.00
7	Tom Sundstrom	1,457.25	354.00	681.79	177.11	40.32	26.84	16.70	-	17.31	-	-	-	-	-	-	-	-	-	-	2,771.32
8	Unassigned	664.00	224.00	161.00	196.00	17.00	14.00	27.00	-	-	-	-	-	-	-	-	-	-	-	-	1,303.00
9	Fowlkes Architects	-	-	-	-	-	-	-	-	64.29	-	-	-	-	-	-	-	-	-	-	64.29
10	Barb White	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
11	Consultant II (Wendy Naro)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
12	Dennis Sandala	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
13	Donna Spears	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
14	Fawn Ferguson	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
15	James Leutgens	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
16	Jeff Hall	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
17	John Reuther	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
18	Kate Perry	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
19	Lliana Villarreal- Gray	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
20	Makie Shanks	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
21	Mark Brown	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
22	Randall Harvey	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
23	Tanya Irvin	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
24	Sub-Total	59,963.34	14,859.99	34,746.16	20,208.95	1,814.92	2,406.13	836.45	1,453.29	1,110.50	242.91	17.03	31.83	6,225.14	1,000.00	19,400.00	4,644.00	595.17	9,558.50	3,570.00	182,684.31
25	Adjustment																				(5,577.63)
26	Total																				177,106.68
27																					
28																					
29	Adjustment reason																				
30	In some instances invoice totals were incorrect. Subtotals of task orders and other expenses did not agree with the final																				
31	invoice amount. There were also errors in the extension of labor hours and hourly rates. These amounts were																				
32	immaterial.																				

Invoice Approval
[Total Expended = \$2,460,803.68]



Contract Between
Metropolitan Government of Nashville and Davidson County
and
Don Stoughton and Associates, Inc.

1. Introduction

This Task Order contract, including all addenda referred to herein is entered into on this 1st day of April, 2001, by and between The Metropolitan Government of Nashville and Davidson County, a municipal corporation of the State of Tennessee ("Metro") and Don Stoughton and Associates, Inc. ("DSA").

This is a Task Order contract under which all work to be performed will be authorized in individual tasks orders issued in accordance with the terms and conditions of this basic contract. Task Orders may be performed on either a Fixed Price or Time & Materials basis.

2. Whereas:

Whereas, Metro, and the State of Tennessee are in need of correctional facility capacity and correctional services to meet the prisoner population demand of their respective jail and prison populations.

Whereas, Metro and the State of Tennessee agree that additional correctional capacity is needed at the Old DeBerry site in Antioch.

Whereas, Metro and the State of Tennessee further agree that it is in their best interest to address both the Metropolitan Government's need for jail capacity and the State of Tennessee's need for prison capacity as well as a source of funding for the cost of planning additional correctional capacity at the Old DeBerry site in Antioch.

Whereas, Metro and the State of Tennessee further agree that the Metropolitan Government shall employ consulting services to prepare bid specifications, including physical design and programming, for the construction and operation of additional correctional capacity on the property deeded to the Metropolitan Government under the Contract with the State executed under the County Correctional Incentives Act, T.C.A. §40-8-101 – 117 on January 12, 1989, together with amendments thereto.

Whereas, Metro and the State of Tennessee further agree such consulting services shall include planning to meet capacity needs of the Metropolitan Government and the State of Tennessee Department of Correction and shall address issues relating to management and allocation of resources between the State of Tennessee and the Metropolitan Government.

Whereas, the bid specifications shall include plans for an Enterprise Facility capable of providing shared services to all inmates housed at the site.

Whereas, Metro and the State of Tennessee further agree the request for the selection of the consulting services contractor, and the final contract for consulting services shall be subject to the prior written approval of the State of Tennessee.

Whereas, DSA, having represented to Metro and the State that it has the required professional skills, personnel, and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract.

Whereas, Metro desires to engage DSA to render certain technical and consulting services.

Now therefore, the parties hereby agree to the following:

3. Effective Date of Contract

This contract is in effect as of April 1, 2001
(Month, Day, Year)

This contract shall not be binding upon the parties until it has been signed first by the authorized representatives of DSA and then by the authorized representatives of the Metropolitan Government and has been filed in the office of the Metropolitan Clerk. When it has been so signed and filed, this contract shall be effective as of the date first written above."

4. Term of Agreement

The term of this contract will begin on the date this contract is signed by all required parties and filed in the office of the Metropolitan Clerk. The initial contract term will end on _____.

This Agreement may be terminated by Metro by giving written notice to DSA at least 30 days before the effective date of termination. In that event, DSA shall be entitled to receive compensation in full for all outstanding obligations for work completed and work in progress as of the termination date.

5. Value

The total value of this contract is \$2,500,000.00. Metro shall have no obligation under any circumstances to pay DSA any money in excess of this value unless agreed to in writing by Metro.

DSA will notify Metro when total obligations and/or expenditures equals 85% of the total value of this contract.

6. Statement of Work

DSA agrees to provide, and Metro agrees to purchase, services and products as may be mutually agreed to and set forth in Task Orders issued in accordance with the terms and conditions of this Contract.

DSA shall perform the work described in Attachment "A" as enumerated and set forth in the various Task Orders.

7. Reporting

DSA shall provide regular reports, not less than monthly. The format and timing of such reports shall be established by the Task Orders.

8. Modifications to Contract

This Contract and the Task Orders issued hereunder may be modified only by written amendment executed by all parties. All change orders, where required, shall be executed in conformance with section 4.24.020 of the Metropolitan Code of Laws.

9. Task Orders

All Task Orders issued under this contract shall be in a written form and will be on either a Time and Material ("T&M") or Fixed Price ("FP") basis as agreed to by the parties and noted on the Task Order form.

Each Task Order is subject to mutual acceptance by the parties, and shall consist of a fully executed Task Order form with all identified attachments. Upon execution, a Task Order shall be a part of this Contract.

The Terms & Conditions of this Contract apply to all Task Orders issued under it. Should a conflict exist between the term and condition of this Contract and a Task Order, this Contract shall prevail.

The added cost of a Task Order may not cause the total Value of the Contract to be exceeded.

All work scheduled to be performed under a Task Order must be within the term of the Contract.

Task Orders may contain restrictions so long as they do not conflict with the terms and conditions of this basic Contract. In the event of a conflict, the terms and conditions of the basic Contract apply.

Unless mutually agreed to otherwise in writing, Metro shall not be obligated to pay for services or products, and DSA shall not be obligated to provide services or products until such time that a fully executed applicable Task Order has been executed.

10. Task Order Content

Task Orders shall conform to the template provided in Attachment "B", *Time & Materials Task Order*. All sections must be completed. If a section is not applicable, a statement to that effect must be entered.

Each Task Order will include, but not be limited to, the following:

- a) Description of the services, products, and other deliverables to be provided by DSA
- b) List of products and deliverables and associated acceptance criteria
- c) Points of Contact are the principal interface for Metro, the State, and DSA regarding technical matters and who shall have the authority to clarify, explain, and provide further details regarding Metro's and the State's expectation of the work.
- d) Total Estimated Cost which shall include a time phased staffing detail by labor category and shall separately detail estimated reimbursable expenses.
- e) Work Schedule
- f) Reporting Requirements

- g) Special Terms and conditions, which may supplement, but may not conflict, with the basic terms of the Contract.

11. Task Order Implementation Sequence

The steps to implement a Task Order are:

- a) Metro or DSA will identify a need for products or services,
- b) Metro or DSA develops solution in terms of a definitive work plan,
- c) DSA submits a proposed Task Order using the Time and Materials or Fixed Price template. (Attachment _____)
- d) Task Order is negotiated and approved by both parties.

12. Staffing

DSA shall be compensated for Time & Materials Task Orders based on the unit rates in a total amount not to exceed the Task Order value established in an approved Task Order. DSA shall be compensated based upon the Unit Rates contained in Attachment "C", Staffing and Rates.

13. Staffing Conformance

All DSA staff performing on Time & Materials Task Orders not listed in Attachment "C" must be approved by Metro for use on the contract and be associated with a specific position category.

14. Labor Category Administration

Additional labor categories may be proposed by DSA as deemed necessary. The proposed request for change will include rationale, qualification descriptions for the new category and proposed rate.

15. Compensation/Payment

15.1. Time & Materials Task Orders

DSA will be paid for professional services at the rates specified in Attachment "C", Staffing and Rates for all hours worked and reimbursed for actual travel and living expenses.

Any travel must be approved in advance by Metro and reimbursement shall be in accordance with the then current Comprehensive Travel Regulations of The Metropolitan Government of Nashville and Davidson County. Metro shall provide a copy of the current pertinent portions of these regulations to DSA upon request.

Payments by Metro shall be made within thirty (30) days of receipt of invoice or as established in each fully executed Task Order.

15.2. Fixed Price Task Orders

DSA shall be paid on a Fixed Price basis in the amount(s) and in accordance with the Price and Payment Schedule established in each fully executed Task Order.

All payments by Metro shall be made within thirty (30) days of receipt of invoice or as established in each fully executed Task Order

16. Invoices

Each Task Order shall be individually invoiced.

16.1. Time & Materials Task Orders

Invoices may be submitted monthly and be in DSA format, but must be acceptable to Metro and include the following at a minimum:

An invoice summary including:

- Contract Number
- Invoice number
- Time period covered by the invoice
- Description of services provided
- Amount billed for the services indicating computation at the hourly rate for hours worked by labor category
- Amount billed for travel and living expenses

- Invoice total billed
- A supporting labor detail
- Labor hours included in this invoice broken out by person and by day worked, subtotaled by labor category and grand totaled by day, person and labor category.
- A supporting travel and living expenses detail
- Travel and living expenses, if any, broken out by person, travel dates, purpose and supported by receipts as required by current Comprehensive Travel Regulations of The Metropolitan Government of Nashville and Davidson County.
- A Task Order summary that includes:
- Hours and cost up to the billing period
 - Hours and cost invoiced for the billing period
 - Total hours and costs through the billing period
 - Dollars and estimated hours remaining of the Task Order value.

16.2. Fixed Price Task Orders

Invoices may be in DSA format, but must be acceptable to Metro and include at a minimum:

An invoice summary including:

- Contract Number
- Invoice number
- Deliverable Description
- Amount billed for the service

A Task Order summary that details:

- the amount billed up to the invoice
- the amount of the invoice
- total amount billed for the Task Order
- amount remaining of the total Task Order Value

16.3. Submittal and Processing

All invoices should be sent to the Metro Task Manager identified on the Task Order with a copy to the recipient for Metro notices listed in section 32, *Notices*.

The Metro Task Manager will conduct the initial review of the invoice for compliance with the authorized task requirements and limits, indicate his/her approval, and then forward the invoice to the Metro Department of Finance, Division of Accounts for final approvals and processing.

The remittance address for payments is:

CHECKS: Don Stoughton and Associates, Inc.
8599 No. 2 Road East
Manlius NY 13104

EFT: Don Stoughton and Associates, Inc.

Address:

The Chase Manhattan Bank
Manlius New York 13104
ACH Transit Number: 022300173

Account Number: 6006955675

17. Risk of Loss

All risk of loss or damage to deliverables and products will pass to Metro upon delivery to Metro.

18. Taxes

Any taxes are assumed to be included in the rates and prices set forth in Section 5., *Value*.

Metro shall not be responsible for any taxes that are imposed on DSA. Furthermore, DSA understands that it cannot claim exemption from taxes solely by virtue of any exemption that is provided to Metro. This section shall not be construed to prohibit DSA from claiming and receiving any exemption from federal, state, or local taxes to which it may be entitled by law. Metro shall provide proof of exemption to DSA upon request.

19. Maintenance of Records

DSA shall maintain documentation for all charges against Metro. The books, records, and documents of DSA, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by Metro or its duly appointed representatives. The records shall be maintained in accordance with generally accepted accounting principles.

20. Metro Property

Any Metro property, including but not limited to books, records and equipment, that is in DSA's possession shall be maintained by DSA in good condition and repair, except for reasonable wear, and shall be returned to Metro by DSA upon termination of the contract or the Task Order under which they were provided to DSA.

21. Insurance

During the term of this Contract, DSA shall maintain comprehensive general liability insurance with limits of not less than one million dollars, as well as automotive and workman's compensation insurance policies. A certificate of insurance, in a form satisfactory to Metro, evidencing said coverage shall be provided to Metro prior to commencement of performance of this Contract. Throughout the term of this contract, DSA shall provide an updated certificate of insurance upon expiration of the current certificate.

22. Relationship of Parties

Nothing herein or in any Task Order shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.

DSA is acting as an independent contractor and not as a representative of Metro. DSA has no authority to transact business in the name of or on account of Metro or otherwise obligate Metro in any way.

23. Data Rights

For the purpose of this agreement, "document" shall mean every medium in which data or information can be recorded or transferred, including, without limitation, plans, specifications, drawings, reports, memoranda, surveys and the like. All documents which are prepared by DSA or any sub-contractor in connection with the work required under this Agreement shall, upon completion, become the property of Metro and shall be delivered to the Metropolitan Office of Capital Projects, provided that Metro has paid all invoices herein. No entity other than Metro shall have the right to use any such document for any purpose not expressly contemplated in this Agreement without the written consent of the Metropolitan Director of Finance, which shall not be unreasonably withheld.

24. Non-Disclosure

DSA understands that Metro's Juvenile Court records, some adult court records, and other justice records, are confidential under Tennessee law, regardless of whether they are maintained as "hard copy" or in electronic format. Therefore, DSA's personnel may be allowed access to such confidential information only as needed for their duties under this Contract. DSA will inform its employees who have access to such confidential information of their obligations of confidentiality. DSA's employees shall sign a non-disclosure statement for Metro prepared by Metro prior to being provided access to any confidential records. DSA understands that it may be liable for release of any such confidential information.

25. Indemnification and Hold Harmless

DSA shall indemnify and hold harmless Metro, its officers, agents and employees from:

- Any claims, damages, and costs for personal injuries or damages to tangible property arising in part or in whole, from the negligent or intentional acts or omissions of DSA, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the Contract, and,
- Any claims, damages, penalties, and costs arising from any failure of DSA, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.

Metro will not indemnify, defend, or hold harmless in any fashion DSA from any claims arising from any failure, regardless of any language in any attachment or other document that the DSA may provide.

The indemnities provided under this provision are dependent on Metro: (a) giving DSA prompt written notice of such claim, (b) permitting DSA to defend or settle the claim, (c) not at any time admitting liability in respect of the whole or any part of the claim or agreeing to settle or dispose of the claim, and (d) providing all reasonable assistance to DSA in defending or settling the claim.

26. Warranties

26.1. DSA

DSA makes the following warranties to Metro:

- That it shall not knowingly infringe any trade secrets, copyrights or patents of a third party,
- That it shall not divulge or furnish to Metro any trade secret or other proprietary information of any third party which it does not have the right to divulge or furnish,
- That this Agreement does not conflict with any other agreement or obligation it has with a third party, and,
- That it will perform its duties and responsibilities as stated in this Contract including the Task Orders in a reasonably careful, skillful, and workmanlike manner.

26.2. Metro

Metro makes the following warranties to DSA:

- That it has the authority to enter into this agreement, and,
- That this Agreement does not conflict with any other agreement or obligation it has with a third party.

27. Contingent Fees

DSA hereby represents that DSA has not been retained or retained any persons to solicit or secure a Metropolitan Government contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a DSA or sub-contractor under Metropolitan Government contracts.

28. Gratuities and Kickbacks

It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or Metro employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a

purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a sub-contractor under a contract to the prime DSA or higher tier sub-contractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical standards that may result in civil or criminal sanction and/or debarment or suspension from being a DSA or sub-contractor under Metropolitan Government contracts.

29. Employment

DSA shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, or which is in violation of applicable laws concerning the employment of individuals with disabilities.

30. Non-Discrimination

It is the policy of the Metropolitan Government not to discriminate on the basis of age, race, sex, color, national origin, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Contract, DSA certifies and warrants it will comply with this policy.

31. Administration

31.1. For Metro

Technical Matters: The persons identified as the Metro Responsible Person in a Task Order, (or such persons as he/she shall designate) shall be the principal interface with DSA for that Task Order on technical matters and shall have the authority to clarify, explain and provide further details regarding Metro's expectation of the work.

Contractual Matters: David Manning, Director, Metro Finance Department, is the authorized representative regarding all other matters pertaining to this Agreement, including modifications.

31.2. For DSA

Technical Matters: The persons identified as the DSA Responsible Person in a Task Order shall be the principal interface with Metro on technical matters and shall have the authority to clarify, explain and provide further details regarding the Client's expectation of the work.

Contractual Matters: Don Stoughton, President, DSA, Inc. , is the authorized representative regarding all other matters pertaining to this Agreement, including modifications.

31.3. Notification

Metro shall notify DSA within five (5) days of any change in Metro's representatives for Technical Matters or Contract Matters as described herein.

32. Notices

All notices to Metro shall be mailed or hand delivered to:

Dep't: Purchasing Agent
Att'n: Steve Gordon
Addr: 222 Third Avenue North, Suite 601
 Nashville, TN 37201,

and with a copy to:

Dep't: Metro Capital Projects
Att'n: Kenneth Maynard
Addr: 222 Third Avenue North
 Nashville, TN 37201

Notices to DSA shall be mailed or hand delivered to:

DSA: Don Stoughton and Associates
Att'n: Don Stoughton
Addr: 8599 No. 2 Road East
 Manlius NY 13104

33. Assignment - Consent Required

The provisions of this Contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to DSA under this contract, neither this Contract nor any

of the rights and obligations hereunder shall be assigned or transferred in whole or in part without the prior written Consent of the other party. Any such assignment or transfer shall not release DSA from its obligations hereunder.

Notice of assignment of any rights to money due to DSA under this contract must be sent to the attention of Metro's Chief Accountant, Division Of Accounts, Department Of Finance, 222 Third Avenue North, Suite 750, Nashville, Tennessee 37201.

34. Termination/Cancellation

34.1. Termination – Breach

Should either party fail to fulfill in a timely and proper manner its obligations under a Task Order issued under this Contract, or if it should violate any of the material terms of this Contract, and fail to correct such breach within thirty (30) days of receipt of written notice of such breach from the aggrieved party, then the aggrieved party shall have the right to immediately terminate the applicable Task Order or this Contract respectively.

Such termination shall not relieve the party in breach of any liability to the other party for damages sustained by virtue of any breach.

34.2. Termination - Funding

Should funding for this Contract or for any Task Order issued under this Contract be discontinued, Metro shall have the right to terminate this Contract or the specific Task Order immediately upon written notice to DSA. In the event Metro terminates this Contract or a Task Order under this provision, Metro shall remain liable to DSA for any accumulated payments due prior to the effective date of termination, and or accumulated costs incurred in performance of the work terminated, including costs of settlement of work terminated.

34.3. Termination - Convenience

Either party may terminate this Contract at any time upon thirty (30) days written notice to the other party. In the event of such termination prior to the completion of any remaining Task Order issued hereunder, the terms and conditions of this Contract, as applicable to the performance of such Task Orders, shall remain in effect until all of the parties' responsibilities and obligations under such Task Orders have been completed.

Metro may terminate any Task Order issued hereunder at any time upon thirty (30) days written notice to DSA. In the event of such termination, Metro shall

remain liable to DSA for any accumulated payments due prior to the effective date of the written notice of termination of the applicable Task Order, and or accumulated costs incurred in performance of the work terminated, including costs of settlement of work terminated.

34.4. Additional Rights and Remedies

In the event of cancellation of this agreement, Metro and DSA shall retain the rights and remedies available at law or equity to the extent that they are not inconsistent with this agreement.

35. Severability

Should any provision of this Contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this Contract.

36. Governing Law

The validity, construction and effect of this Contract and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that DSA may provide.

37. Compliance with Laws

DSA agrees to comply with any applicable federal, state and local laws and regulations. This provision shall not be construed as requiring changes to any Task Order unless a change is agreed to by the parties hereto.

38. Waiver

No waiver of any provision of this Contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.

39. Entire Contract

This Contract, and the Task Orders issued hereunder, sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.

40. Force Majeure

No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

41. Order of Precedence

In the event of conflicting provisions, all documents shall be construed according to the following priorities:

- Amendments to this Task Order Contract
- This Task Order Contract
- The Task Orders that are subordinate to this Contract

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed, in duplicate, by their duly authorized officers.

DSA, Inc.

By: Don Strough
Title: President - DSA, INC

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Purchasing Agent:

Stephen B. Jordan

RECOMMENDED:

Capital Projects Department Head

Kenneth E. Maynard

APPROVED AS TO AVAILABILITY OF FUNDS:

David L. Murray
Director of Finance

APPROVED AS TO INSURANCE:

Joe Church
Director of Insurance

APPROVED AS TO FORM AND LEGALITY:

Tom Hill
Metropolitan Attorney

FILED IN THE OFFICE OF THE METROPOLITAN CLERK:

Marilyn S. Dewing
Date: 4/27/01



Attachment "C" (1)

Staffing and Rates

Position	Labor Category	Hourly Rates			
		CY 2001	CY 2002	CY 2003	CY 2004
Senior Consultant	Has at least 15-years experience in the Corrections industry and performs technical and managerial work of the highest level of complexity in the activities required.	\$ 177.00	\$ 185.85	\$ 195.14	\$ 204.90
Consultant 2	Has at least 10-years experience in the Corrections industry and performs technical and managerial work in the activities required.	\$ 153.40	\$ 161.07	\$ 169.12	\$ 177.58
Consultant 1	Has at least 5-years experience in the Corrections industry and performs technical work in the activities required.	\$ 118.00	\$ 123.90	\$ 130.10	\$ 136.60
Senior Architect	Has at least 15-years experience in the Correctional architecture industry and performs technical and managerial work of the highest level of complexity in the activities required.	\$ 177.00	\$ 185.85	\$ 195.14	\$ 204.90
Architect 2	Has at least 10-years experience in the Correctional architecture industry and performs technical and managerial work in the activities required.	\$ 153.40	\$ 161.07	\$ 169.12	\$ 177.58
Architect 1	Has at least 5-years experience in the Correctional architecture industry and performs technical work in the activities required.	\$ 118.00	\$ 123.90	\$ 130.10	\$ 136.60
Senior Engineer	Has at least 15-years experience in a scientific discipline, engineering, or computer science. Has in-depth knowledge of the Corrections industry and performs technical and managerial work of the highest level of complexity in the activities required.	\$ 177.00	\$ 185.85	\$ 195.14	\$ 204.90
Engineer 2	Has at least 10-years experience in a scientific discipline, engineering, or computer science. Performs technical and managerial work in the activities required.	\$ 153.40	\$ 161.07	\$ 169.12	\$ 177.58
Engineer 1	Has at least 5-years experience in a scientific discipline, engineering, or computer science. Performs technical work in the activities required.	\$ 118.00	\$ 123.90	\$ 130.10	\$ 136.60
Technical Support	Has at least 5-years experience in a technical discipline and performs technical work in the activities required.	\$ 76.70	\$ 80.54	\$ 84.56	\$ 88.79
Administrative Support	Has administrative and clerical support experience in word processing and computer software applications.	\$ 53.10	\$ 55.76	\$ 58.54	\$ 61.47

Attachment "C" (2)

STAFF

POSITION	LABOR CATEGORY
Senior Consultant	
Don Stoughton	Planning and Project Management
Steve Marshall	Food Service
Jim Austin	Population Projections
Jerry Preston	Project Management & Coordination
Health Services	Health Services
Consultant 2	
Wendy Naro	Population Projections
Consultant 1	
Garth Davies	Population Projections
Kate Perry	Project Management, Sub-contract management, & data management
John Reuther	Project Management, Sub-contract management, & data management
Barb White	Project Management, Sub-contract management, & data management
Senior Architect	
Marion Fowlkes	Architectural Planning & Project Management
Architect 2	
Makie Shanks	Architectural Planning
Jeff Hall	Architectural Planning
Architect 1	
Randall Harvey	Architectural Planning
Senior Engineer	
Tom Sundstrom	Security Electronics & Electrical Engineering
Scott Neilson	Security Electronics & Electrical Engineering
Dennis Sandala	Security Electronics & Electrical Engineering
Engineer 2	
Scott Sundstrom	Security Systems
Greg Kope	Security Systems
Dan Kope	Security Systems
TBD	Civil Engineering
TBD	Civil Engineering
Engineer 1	
TBD	Civil Engineering
TBD	Structural Engineering
TBD	Mechanical Engineering
TBD	Electrical Engineering
Technical Support	
TBD	Technical Specialist and Support
Administrative Support	
Various	Administrative & Clerical

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**APPROVAL OF
 COMPROMISE AND SETTLEMENT OF
 METROPOLITAN GOVERNMENT OF NASHVILLE AND
 DAVIDSON COUNTY v. STATE OF TENNESSEE
 IN THE CLAIMS COMMISSION FOR THE STATE OF TENNESSEE
 MIDDLE DIVISION
 No. 96-001258**

Pursuant to TENN. CODE ANN. § 20-13-103, the undersigned Attorney General with the approval of the Governor and Comptroller as evidenced by their signatures below, authorizes settlement in *METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY v. STATE OF TENNESSEE*, Claims Commission No. 96001258, in consideration of which the Plaintiff ("Metro Government") has agreed to dismiss all claims arising out of this lawsuit.

This dispute arises from a contract dated January 12, 1989, as subsequently amended, between the Metropolitan Government of Nashville and Davidson County ("Metropolitan Government") and the State of Tennessee, Department of Correction, and the State Funding Board (collectively "State") ("Contract") whereby the State agreed to deed the Old DeBerry Facility in Antioch and its surrounding property (Tracts I and II) to the Metropolitan Government and agreed to pay the cost of constructing a new facility [Metropolitan Davidson County Detention Facility ("MDCDF")] on the site. The Contract, among other things, also provided that the parties consider and mutually agree on additional construction at the site when needed.

The Metropolitan Government filed a breach of contract claim in 1996 alleging that the State failed to pay reasonable allowable costs of housing locally sentenced felons housed in Metropolitan Government jail facilities pursuant to contract and state regulations and statutes. The Metropolitan Government originally sought \$1 million in compensatory damages, but now has amended its complaint three times seeking in excess of \$5 million through July, 2000.

The terms of the Agreement are as follows:

1. The State agrees to the following duties:

a. The State shall pay the Metropolitan Government \$5,300,468.76 as full and final settlement of all claims pending in *Metropolitan Government of Nashville and Davidson County v. State of Tennessee*, Tennessee Claims Commission No. 96-001258, through June 30, 2000.

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PAGE 03

TN ATTY GENERAL

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b. Such payment shall be in two installments, with the first installment of \$2,585,471.35 due on November 15, 2000 and the second installment of \$2,714,997.41 due on July 1, 2001.

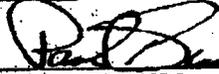
2. The Metropolitan Government agrees to the following duties:

a. The Metropolitan Government shall dedicate \$2,585,471.35 of the settlement to employ consulting services to prepare bid specifications, including physical design and programming, for the construction and operation of additional correctional capacity on the property deeded to the Metropolitan Government under the Contract with the State executed under the County Correctional Incentives Act, TENN. CODE ANN. § 40-8-101 through 107 on January 12, 1989, together with amendments thereto, on such terms as will be described in a settlement agreement between the parties.

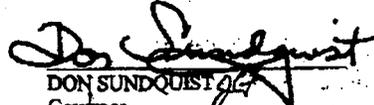
b. In further consideration of the payment described in Number 1 above, the Metropolitan Government agrees to accept, for the period of July 1, 2000, through June 30, 2003, as the applicable reimbursement rate for housing convicted felons in any of its detention facilities other than the MDCDF, the lesser of (1) its reasonable allowable cost of housing such felons, as determined by applicable rules and regulations promulgated by the State and any and all subsequent amendments thereto, or (2) \$35.00 per inmate date.

By the signatures below, payment of Five Million Three Hundred Thousand Four Hundred Sixty-Eight and 76/100 Dollars (\$5,300,468.76) as settlement of all claims to the Metropolitan Government of Nashville and Davidson County is authorized.

This 14th day of November, 2000.


PAUL G. SUMMERS
Attorney General and Reporter

APPROVED:


DON SUNDQUIST
Governor
State of Tennessee


JOHN MORGAN
Comptroller

11/15/2000 06:45 615-741-9288

TN ATTY GENERAL

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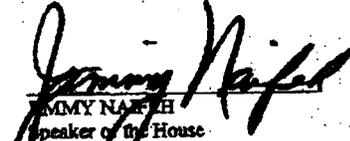
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PAGE 04

Approval of Compromise and Settlement
Metro v. State of Tennessee


JOHN S. WILDER
Lieutenant Governor


JIMMY NANCE
Speaker of the House

IN THE STATE OF TENNESSEE
DEPARTMENT OF COMMERCE AND INSURANCE
TENNESSEE CLAIMS COMMISSION

METROPOLITAN GOVERNMENT OF))	
NASHVILLE AND DAVIDSON))	
COUNTY))	
)	
v.))	No. 96-001258
)	
STATE OF TENNESSEE))	

AGREED ORDER OF SETTLEMENT

Whereas, the Metropolitan Government and the State of Tennessee, Department of Correction, and the State Funding Board (collectively "State") entered into a contract on January 12, 1989 (the, "Contract") executed under the County Correctional Incentives Act, T.C.A. § 40-8-101 through 40-8-117, pursuant to which, the State agreed to deed the Old DeBerry Facility in Antioch and its surrounding property (Tracts I and II) to the Metropolitan Government and agreed to pay the cost of constructing a new facility [Metropolitan Davidson County Detention Facility ("MDCDF")] on the site; and ,

Whereas in the Contract the State and the Metropolitan Government promised to consider and mutually agreed on additional construction at the site when needed; and,

Whereas the Metropolitan Government brought a claim against TDOC before the Claims Commission requesting additional reimbursement for the cost of housing convicted felons; and,

Whereas the State and the Metropolitan Government now agree that additional correctional capacity is needed at the DeBerry site and further agree that it is in their best interest to address both the Metropolitan Government's claim for reimbursement of the cost for housing convicted felons as well as a source of funding for the cost of designing additional correctional capacity at the Old DeBerry site in Antioch.

THEREFORE, in consideration of the mutual promises hereinafter contained, the parties hereby agree to the following:

SECTION I. This Agreement represents a compromise and settlement of disputed claims and as such does not constitute an admission of any liability whatsoever on the part of the State of Tennessee.

SECTION II. The State agrees to the following duties under this Settlement Agreement:

1. The State shall pay the Metropolitan Government \$5,300,468.76 as full and final settlement of all claims pending in Metropolitan Government of Nashville and Davidson County v. State of Tennessee, Tennessee Claims Commission No. 96-001258, through June 30, 2000.
2. Such payment shall be in two installments, with the first installment of \$2,585,471.35 due on November 15, 2000 and the second installment of \$2,714,997.41 due on July 1, 2001.

SECTION II. The Metropolitan Government agrees to the following duties under this Settlement Agreement:

1. The Metropolitan Government shall dedicate \$2,585,471.35 of the settlement amount to employ consulting services to prepare bid specifications, including physical design and programming, for the construction and operation of additional correctional capacity on the property deeded to the Metropolitan Government under the Contract with the State executed under the County Correctional Incentives Act, T.C.A. §40-8-101 - 117 on January 12, 1989, together with amendments thereto.
 - A. Such consulting services shall include planning to meet capacity needs of the Metropolitan Government and the State of Tennessee Department of Correction and shall address issues relating to management and allocation of resources between the State of Tennessee and the Metropolitan Government. The bid specifications shall include plans for an Enterprise Facility capable of providing shared services to all inmates housed at the site.
 - B. The request for the selection of the consulting services contractor, and the final contract for consulting services shall be subject to the prior written approval of the State of Tennessee.
 - C. No invoice shall be paid from such funds without the prior written approval of the Commissioner of the TDOC, or his designee
 - D. In the event such funds, or any portion thereof, are expended in noncompliance with the terms of this Agreement, the State is entitled to recover the amount of the funds improperly expended from the Metropolitan Government by any appropriate means,

including, but not limited to offset of amounts otherwise due from the State to the Metropolitan Government.

- E. The actual cost of the consulting services will be unknown until such time as the Metropolitan Government and the State approve the consulting services contract. In the event that any portion of the first lump sum payment of \$2,585,471.35 to the Metropolitan Government is not spent as payment under the consulting services contract, it shall be returned to the State within sixty (60) days of the State's concurrence with the Metropolitan Government that the consultant(s) have adequately performed their consulting contract or termination of the consultant(s) contract.
2. Within ten (10) days of the effective date of this Agreement, the Metropolitan Government shall file a dismissal in Metropolitan Government of Nashville and Davidson County v. State of Tennessee, Tennessee Claims Commission No. 96-001258.
 3. In further consideration of the payment described in Section 2 herein, the Metropolitan Government agrees to accept, for the period of July 1, 2000, through June 30, 2003, as the applicable reimbursement rate for housing convicted felons in any of its detention facilities other than the MDCDF, the lesser of (1) its reasonable allowable cost of housing such felons, as determined by applicable rules and regulations promulgated by the State and any and all subsequent amendments thereto, or (2) \$35.00 per inmate day. This reimbursement agreement shall not apply to the housing of locally sentenced felons, which reimbursement rate shall be pursuant to the existing Contract between the Metropolitan Government and the State that was executed under the County Correctional Incentives Act, T.C.A. § 40-8-101 through 40-8-117 on January 12, 1989, together with all amendments thereto.
 4. The Metropolitan Government agrees to, and hereby does, completely release and discharge the State of Tennessee, the Tennessee Department of Correction, and all of their respective agencies, and agents, whether current or former, all in their official and individual capacities, and their successors, assigns, servants, agents, attorneys, officers and directors, of and from any and all claims, demands, actions, and causes of action of any and every kind or character, known or unknown, that the Metropolitan Government had or may have had or may now have, including all matters asserted or that could have been asserted as arising out of the events alleged in Metropolitan Government of Nashville and Davidson County v. State of Tennessee, Tennessee Claims Commission No. 96-001258. In the event the State fails to make the payments required in Section II, the

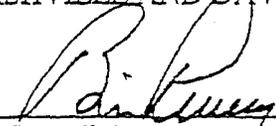
Metropolitan Government may bring a claim to enforce this Agreement before the Tennessee Claims Commission.

- 5. The Metropolitan Government further acknowledges that the payment described in Section 2 herein constitutes the entire consideration for the complete release provided herein. The terms set forth herein are intended to be the full and complete settlement of all matters referenced herein. No additional compensation is to be paid regarding any claims, for damages, interest, expenses, court cost, attorneys' fees or experts' fees. All parties are responsible for their own court or other litigation costs.

IN WITNESS WHEREOF:

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

THE STATE OF TENNESSEE

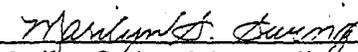


 Bill Purcell, Mayor



 Commissioner
 Department of Correction

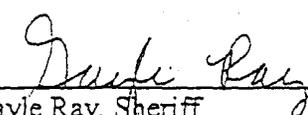
ATTEST:



 Marilyn Swing, Metropolitan Clerk

RECOMMENDED:

APPROVED:

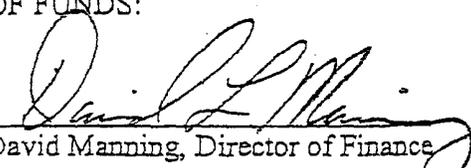


 Gayle Ray, Sheriff



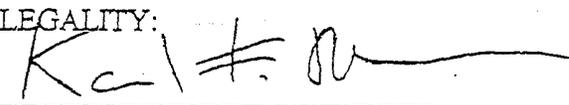
 Commissioner, Department of
 Finance and Administration

APPROVED AS TO AVAILABILITY OF FUNDS:



 David Manning, Director of Finance

APPROVED AS TO FORM AND LEGALITY:



 Karl Dean, Director of Law