

**SANTA CRUZ COUNTY
BOARD OF SUPERVISORS INDEX SHEET**

Creation Date: 5/11/10

Source Code: PROBA

Agenda Date: 5/18/10

INVENUM: 63843

Resolution(s): 121-2010

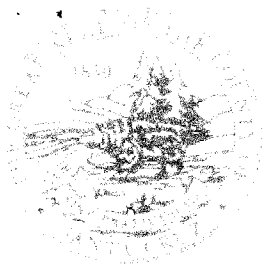
Ordinance(s):

Contract(s): 93844

Continue Date(s):

Index: --Letter of the Chief Probation Officer, dated May 3, 2010
--Resolution
--ADM-29 Request for Approval of Agreement
--Contract

Item: 27. ADOPTED RESOLUTION NO. 121-2010 accepting and appropriating unanticipated revenue in the amount of \$334,191 from the Department of Justice, Office of Justice Programs, National Institute of Justice and from the California Emergency Management Agency; approved contracts in the amount of \$78,073 with Ceres Policy Research, and \$7,500 with the Center for Justice, Tolerance, and Community at the University of California, Santa Cruz, and approved related actions, as recommended by the Chief Probation Officer



County of Santa Cruz

PROBATION DEPARTMENT

P.O. Box 1812, Santa Cruz, CA 95061-1812
(831) 454-3800 FAX: (831) 454-3879

SCOTT MACDONALD
CHIEF PROBATION OFFICER

May 3, 2010

Board of Supervisors
County of Santa Cruz
701 Ocean Street
Santa Cruz, California 95060

APPROVED AND FILED
BOARD OF SUPERVISORS
DATE: 5/18/10
AGENDA: May 18, 2010
COUNTY OF SANTA CRUZ
SUSAN A. MAURIELLO
EX OFFICIO CLERK OF THE BOARD
BY: [Signature] DEPUTY

RE: Accept and Appropriate Unanticipated Revenues and Approve Contracts for Research Partnership Grant and SB 678 allocation

Dear Members of the Board:

On June 23, 2009, your Board approved the Probation Department's submission of the "Building and Enhancing Criminal Justice Research-Practitioner Partnership Grant" through the Department of Justice in the amount of \$314,768 for the grant period of January 1, 2010 through December 31, 2012. The Probation Department applied for this funding in partnership with Dr. Angela Irvine, who is a research associate with the Center for Justice, Tolerance and Community at the University of California, Santa Cruz, and the principal researcher at Ceres Policy Research. On October 6, 2009, following the announcement that the Probation Department was awarded these highly competitive funds, your Board authorized the Chief Probation Officer to sign the "Santa Cruz Research Partnership" letter to accept the award. Due to an unanticipated requirement of Independent Review Board approval, the Department of Justice did not authorize release of these funds until April 14, 2010; after that requirement was met.

The grant's funding supports Ceres Policy Research for a .33 FTE Principle Researcher and a .33 FTE Senior Researcher, including fringe benefits, supplies, and mandatory travel in an amount of \$78,073; a contract with the Center for Justice, Tolerance and Community at the University of California at Santa Cruz for \$7,500 for academic and publication advisement; and \$11,701 for .10 FTE of a Probation Department Systems Analyst. The remaining funds are allocated for equipment, supplies, and mandatory travel.

On November 24, 2010, your Board authorized the application for Senate Bill (SB) 678 funding allocated to infuse Evidence-Based Probation Supervision into adult probation. These federal stimulus dollars, distributed through the California Emergency Management Agency (Cal EMA), are formulated based on the number of 18-25 year olds in the general population, and the number of commitments to the California Department of Corrections. The allocation for Santa Cruz is \$341,947. The approval of the Santa Cruz Probation proposal was officially accepted on March 10, 2010, allowing expenditures from October 1, 2009. The Santa Cruz plan allows for the

Board of Supervisors

Agenda: May 18, 2010

Accept and Appropriate Unanticipated Revenues and Approve Contracts for Research Partnership Grant and SB 678 allocation

purchase of a validated risk/needs instrument to accurately assess the risk level and criminogenic needs of adult probationers and funds a .5 FTE Deputy Probation Officer II. The funds may be expended over three years, however, Probation plans is to spend the funds in two years.

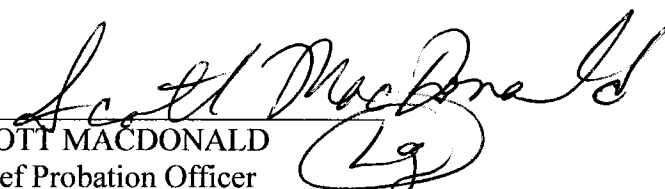
It is now necessary to return to your Board to request the appropriation of unanticipated revenues of \$109,457 for "the Research Partnership grant" from April 14, 2010 through June 30, 2010 and \$224,734 for the SB 678 funds from October 1, 2009 through June 30, 2010.

This action will result in no new net county costs.

IT IS THEREFORE RECOMMENDED that your Board:

1. Adopt a resolution accepting and appropriating \$109,457 of unanticipated revenue from the Department of Justice, Office of Justice Programs, National Institute of Justice for FY 2009-10 into Index 574100; and
2. accepting and appropriating \$224,734 of unanticipated revenue from the California Emergency Management Agency for FY 2009-10 into Index 574100; and
3. Authorize the Chief Probation Officer to sign a contract with Ceres Policy Research for an amount not to exceed \$78,073; and
4. Authorize the Chief Probation Officer to sign a contract with the Center for Justice, Tolerance and Community at the University of California at Santa Cruz for \$7,500.

Sincerely,


SCOTT MACDONALD
Chief Probation Officer

RECOMMENDED:


SUSAN A. MAURIELLO
County Administrative Officer

Attachment: AUD 60, ADM – 29 (2)

Cc: CAO, Auditor-Controller, Probation

BTF:sm

**BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF SANTA CRUZ, STATE OF CALIFORNIA**

RESOLUTION NO. 121-2010

On the motion of Supervisor Pirie
duly seconded by Supervisor Leopold

The following resolution is adopted:

RESOLUTION ACCEPTING UNANTICIPATED REVENUE

WHEREAS, the County of Santa Cruz is a recipient federal grant funds from the Department of Justice, Office of Justice Programs, National Institute of Justice and the California Emergency Management Agency, Justice Administration Grant Program

WHEREAS, the County is recipient of funds in the amount of **\$ 334,191** which are either in excess of those anticipated or are not specifically set forth in the current fiscal year budget of the County; and

WHEREAS, pursuant to Government Code Section 29130(c)/29064(b), such funds may be made available for specific appropriation by four-fifths vote of the Board of Supervisors;

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the Santa Cruz County Auditor-Controller accept funds in the amount of **\$ 334,191** into the **Probation Department**.

<u>T/C</u>	<u>INDEX NUMBER</u>	<u>REVENUE SUBJECT</u>	<u>USER CODE</u>	<u>ACCOUNT NAME</u>	<u>AMOUNT</u>
	574100	1096	J59000	Federal – Other	\$ 109,457
	574100	1096	J77000	Federal – Other	\$ 224,734
					\$ 334,191

and that such funds be and are hereby appropriated as follows:

<u>T/C</u>	<u>INDEX NUMBER</u>	<u>EXPENDITURE SUBJECT</u>	<u>USER CODE</u>	<u>ACCOUNT NAME</u>	<u>AMOUNT</u>
	574100	3100	J59000	Regular Pay	\$ 8,318
	574100	3150	J59000	OASDI	\$ 636
	574100	3155	J59000	PERS	\$ 964
	574100	3160	J59000	Insurance	\$ 1,161
	574100	3165	J59000	Unemployment	\$ 194
	574100	3170	J59000	Workers' Comp	\$ 428
	574100	3451	J59000	Miscellaneous Exp	\$ 400
	574100	3493	J59000	Office Supplies	\$ 200
	574100	3496	J59000	Inventoriable Items	\$ 4,740
	574100	3550	J59000	County Overhead	\$ 3,108
	574100	3575	J59000	Data Processing Services	\$ 2,344
	574100	3665	J59000	Prof & Spec Services	\$ 85,573
	574100	4150	J59000	Trans & Trav – Air Fare	\$ 250
	574100	4162	J59000	Trans & Trav – Lodging	\$ 600
	574100	4164	J59000	Trans & Trav – Meals	\$ 400
	574100	4166	J59000	Trans & Trav – Emp Mileage	\$ 141
	574100	3100	J77000	Regular Pay	\$ 38,064
	574100	3105	J77000	Overtime Pay	\$ 6,796
	574100	3150	J77000	OASDI	\$ 552
	574100	3155	J77000	PERS	\$ 5,325
	574100	3160	J77000	Insurance	\$ 4,977

574100	3665	J77000	Prof & Spec Services	\$	167,520
574100	4150	J77000	Trans & Trav – Air Fare	\$	120
574100	4154	J77000	Trans & Trav – Educ & Train	\$	1,000
574100	4162	J77000	Trans & Trav – Lodging	\$	270
574100	4164	J77000	Trans & Trav – Meals	\$	110

DEPARTMENT HEAD I hereby certify that the fiscal provisions have been researched and that the Revenue(s) (has been) (will be) received within the current fiscal year.

By Scott MacDonald by FO
Chief Probation Officer

Date: 5-4-10

AUD60 (Rev 10/01)

COUNTY ADMINISTRATIVE OFFICER

☐ Recommended to Board

☐ Not Recommended to Board

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Cruz, State of California, this 18th day of May, 20 10 by the following vote (requires four-fifths vote for approval):

AYES: SUPERVISORS Leopold, Pirie, Coonerty, Stone and Campos

NOES: SUPERVISORS None

ABSENT: SUPERVISORS None

TONY CAMPOS

Chair of the Board

ATTEST:

TESS FITZGERALD

Clerk of the Board

APPROVED AS TO FORM:

Julie 5/5/10
County Counsel

Distribution:

Auditor-Controller
County Counsel
County Administrative Officer
Probation Department

APPROVED AS TO ACCOUNTING DETAIL:

R. Harrison
Auditor-Controller
COUNTY OF SANTA CRUZ) SS
I, SUSAN A. MAURIELLO, County Administrative Officer and ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz, State of California do hereby certify that the foregoing is a true and correct copy of the resolution passed and adopted by and entered in the minutes of the said board. In witness whereof I have hereunto set my hand and affixed the seal of the said Board on May 18, 2010
SUSAN A. MAURIELLO, County Administrative Officer
By [Signature] Deputy

AUD60 (Rev 10/01)

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COUNTY OF SANTA CRUZ

REQUEST FOR APPROVAL OF AGREEMENT

TO: Board of Supervisors
County Administrative Office
Auditor Controller

FROM: Probation (Department)

BY: Brian Foley (Signature) 5/4/2010 (Date)

Signature certifies that appropriations/revenues are available

Expenditure Agreement ☒ Revenue Agreement ☐

AGREEMENT TYPE (Check One)

The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of same.

- Said agreement is between the Probation (Department/Agency) and Ceres Policy Research, 303 Potrero Street, Suite 43-201, Santa Cruz, CA 95060 (Name/Address)
- The agreement will provide The selection and implementation of a structured decision-making instrument to guide the case management of probationers.
- Period of the agreement is from January 1, 2010 to December 31, 2010
- Anticipated Cost is \$ 78,073 ☐ Fixed ☐ Monthly Rate ☐ Annual Rate ☒ Not to Exceed

Remarks:

5. Detail: ☐ On Continuing Agreements List for FY _____ Page CC- _____ Contract No: _____ OR ☒ 1st Time Agreement
- ☐ Section II No Board letter required, will be listed under Item 8
- ☒ Section III Board letter required
- ☐ Section IV Revenue Agreement

6. Appropriations/Revenues are available and are budgeted in 574100 (Index) 3665 (Sub object)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACHED COMPLETED AUD-74 OR AUD-60

Appropriations are available and will be encumbered.

Contract No: CT 9384

By: R. Beanner Date: 5/6/10

Auditor-Controller Deputy

Proposal and accounting detail reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize

_____ (Dept/Agency Head) to execute on behalf of the _____ (Department/Agency)

Date: 5/11/10 By: [Signature] County Administrative Office

Distribution:

Board of Supervisors - White
Auditor Controller - Canary
Auditor-Controller - Pink
Department - Gold

State of California
County of Santa Cruz

Juan A. Marmiles ex officio Clerk of the Board of Supervisors of the County of Santa Cruz,
State of California, do hereby certify that the foregoing request for approval of agreement was ap-
proved by said Board of Supervisors as recommended by the County Administrative Office by an
order duly entered in the minutes of said Board on May 18, 2010

ADM - 29 (8/01)
Title I, Section 300 Proc Man

By: Deputy Clerk

AUDITOR-CONTROLLER USE ONLY

CO _____ \$ _____ Lines _____ H/TL _____ Keyed By _____ Date 27

Document No. JE Amount

TC110 _____ \$ _____ Amount _____ Index _____ Sub object _____ User Code _____

Contract No. CT 9XXXX-01

INDEPENDENT CONTRACTOR AGREEMENT

This Contract is entered into this 20th day of April, 2010 by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and CERES POLICY RESEARCH hereinafter called CONTRACTOR. The parties agree as follows:

1. **DUTIES.** CONTRACTOR agrees to exercise special skill to accomplish the following results:

- A. Assist the Santa Cruz Probation Department with the selection and implementation of a structured decision making instrument to guide the case management of probationers, referrals to services, and sentencing recommendations.
- B. Complete the collection of anonymous pre-intervention surveys from Probation Department staff and active probationers.
- C. Complete data analysis of pre-intervention survey data.
- D. Compile baseline program data for probationers that aligns with the CalRAPP program.
- E. Collect observation data that documents the process of system change related to the implementation of structured decision making.
- F. Complete an annual report based on collected data.
- G. Complete one conference paper based on collected data.

2. **COMPENSATION.** In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: Payment not to exceed \$78,073.00 processed for payment monthly after receipt of invoice, and approval of Project Manager.

3. **TERM.** The term of this Contract shall be January 01, 2010 through December 31, 2010.

4. **EARLY TERMINATION.** Either party hereto may terminate this Contract at any time by giving thirty (30) days written notice to the other party.

5. **INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.** CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of paragraphs 5 and 6 shall include, without limitation, its officers, agents, employees and volunteers) from and against:

- A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be

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5/18/10

imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTOR'S performance under the terms of this Contract, excepting any liability arising out of the sole negligence of the COUNTY. Such indemnification includes any damage to the person(s), or property(ies) of CONTRACTOR and third persons.

B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTOR'S officers, employees and agents engaged in the performance of this Contract (including, without limitation, unemployment insurance, social security and payroll tax withholding).

6. INSURANCE. CONTRACTOR, at its sole cost and expense, for the full term of this Contract (and any extensions thereof), shall obtain and maintain, at minimum, compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY shall be considered in excess of CONTRACTOR'S insurance coverage and shall not contribute to it. If CONTRACTOR normally carries insurance in an amount greater than the minimum amount required by the COUNTY for this Contract, that greater amount shall become the minimum required amount of insurance for purposes of this Contract. Therefore, CONTRACTOR hereby acknowledges and agrees that any and all insurances carried by it shall be deemed liability coverage for any and all actions it performs in connection with this Contract.

If CONTRACTOR utilizes one or more subcontractors in the performance of this Contract, CONTRACTOR shall obtain and maintain Independent Contractor's Insurance as to each subcontractor or otherwise provide evidence of insurance coverage from each subcontractor equivalent to that required of CONTRACTOR in this contract, unless CONTRACTOR and COUNTY both initial here ____ / ____.

A. Types of Insurance and Minimum Limits

(1) Worker's Compensation in the minimum statutorily required coverage amounts. This insurance coverage shall be required unless the CONTRACTOR has no employees and certifies to this fact by initialing here

(2) Automobile Liability Insurance for each of CONTRACTOR'S vehicles used in the performance of this Contract, including owned, non-owned (e.g. owned by CONTRACTOR'S employees), leased or hired vehicles, in the minimum amount of \$500,000 combined single limit per occurrence for bodily injury and property damage. This insurance coverage is required unless the CONTRACTOR does not drive a vehicle in conjunction with any part of the performance of this Contract and CONTRACTOR and COUNTY both certify to this fact by initialing here ____ / ____.

(3) Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of \$1,000,000 combined single limit, including coverage for: (a) bodily injury, (b) personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.

(4) Professional Liability Insurance in the minimum amount of \$ 1,000,000.00 combined single limit, if, and only if, this Subparagraph is initialed by CONTRACTOR and COUNTY
____/____.

B. Other Insurance Provisions

(1) If any insurance coverage required in this Contract is provided on a "Claims Made" rather than "Occurrence" form, CONTRACTOR agrees to maintain the required coverage for a period of three (3) years after the expiration of this Contract (hereinafter "post Contract coverage") and any extensions thereof. CONTRACTOR may maintain the required post Contract coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post Contract coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Contract. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Contract in order to purchase prior acts or tail coverage for post Contract coverage shall be deemed to be reasonable.

(2) All required Automobile and Comprehensive or Commercial General Liability Insurance shall be endorsed to contain the following clause:

"The County of Santa Cruz, its officials, employees, agents and volunteers are added as an additional insured as respects the operations and activities of, and on behalf of, the named insured's performance under its/his/her/their contract with the County of Santa Cruz."

(3) All required insurance policies shall be endorsed to contain the following clause:

"This insurance shall not be canceled until after thirty (30) days prior written notice has been given to:

SANTA CRUZ COUNTY PROBATION DEPARTMENT
Attn: Brian Foley, Administrative Services Manager
Post Office Box #1812, Santa Cruz, CA 95061-1812

(4) CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide COUNTY on or before the effective date of this Contract with Certificates of Insurance for all required coverage. All Certificates of Insurance shall be delivered or sent to:

SANTA CRUZ COUNTY PROBATION DEPARTMENT
Attn: Brian Foley, Administrative Services Manager
Post Office Box #1812, Santa Cruz, CA 95061-1812

7. EQUAL EMPLOYMENT OPPORTUNITY. During and in relation to the performance of this Contract, CONTRACTOR agrees as follows:

A. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.

B. If this Contract provides compensation in excess of \$50,000 to CONTRACTOR and if CONTRACTOR employees fifteen (15) or more employees, the following requirements shall apply:

(1) The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment; advertising, layoff or termination, rates of pay or other forms of compensation, selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. In addition, the CONTRACTOR shall make a good faith effort to consider Minority/Women/Disabled Owned Business Enterprises in CONTRACTOR'S solicitation of goods and services. Definitions for Minority/Women/Disabled Business Enterprises are available from the COUNTY General Services Purchasing Division.

(2) In the event of the CONTRACTOR'S non-compliance with the non-discrimination clauses of this Contract or with any of the said rules, regulations, or orders said CONTRACTOR may be declared ineligible for further contracts with the COUNTY.

(3) The CONTRACTOR shall cause the foregoing provisions of subparagraphs 7B(1) and 7B(2) to be inserted in all subcontracts for any work covered under this Contract by a subcontractor compensated more than \$50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

8. INDEPENDENT CONTRACTOR STATUS. CONTRACTOR and COUNTY have reviewed and considered the principal test and secondary factors below and agree that CONTRACTOR is an independent contractor and not an employee of COUNTY. CONTRACTOR is responsible for all insurance (workers compensation, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not entitled to any employee benefits. COUNTY agrees that CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted for herein.

PRINCIPAL TEST: The CONTRACTOR rather than COUNTY has the right to control the manner and means of accomplishing the result contracted for.

SECONDARY FACTORS: (a) The extent of control which, by agreement, COUNTY may exercise over the details of the work is slight rather than substantial; (b) CONTRACTOR is engaged in a distinct occupation or business; (c) In the locality, the work to be done by CONTRACTOR is usually done by a specialist without supervision, rather than under the direction of an employer; (d) The skill required in the particular occupation is substantial rather than slight; (e) The CONTRACTOR rather than the COUNTY supplies the instrumentalities, tools and work place; (f) The length of time for which CONTRACTOR is engaged is of limited duration rather than indefinite; (g) The method of payment of CONTRACTOR is by the job rather than by the time; (h) The work is part of a special or permissive activity, program, or project, rather than part of the regular business of COUNTY; (i) CONTRACTOR and COUNTY believe they are creating an independent contractor relationship rather than an employer-employee relationship; and (j) The COUNTY conducts public business.

It is recognized that it is not necessary that all secondary factors support creation of an independent contractor relationship, but rather that overall there are significant secondary factors that indicate that CONTRACTOR is an independent contractor.

By their signatures on this Contract, each of the undersigned certifies that it is his or her considered judgment that the CONTRACTOR engaged under this Contract is in fact an independent contractor.

9. NON-ASSIGNMENT. CONTRACTOR shall not assign the Contract without the prior written consent of the COUNTY.

10. ACKNOWLEDGMENT. CONTRACTOR shall acknowledge in all reports and literature that the Santa Cruz County Board of Supervisors has provided funding to the CONTRACTOR.

11. RETENTION AND AUDIT OF RECORDS. CONTRACTOR shall retain records pertinent to this Contract for a period of not less than five (5) years after final payment under this Contract or until a final audit report is accepted by COUNTY, whichever occurs first. CONTRACTOR hereby agrees to be subject to the examination and audit by the Santa Cruz County Auditor-Controller, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Contract.

12. PRESENTATION OF CLAIMS. Presentation and processing of any or all claims arising out of or related to this Contract shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.

13. ATTACHMENTS. This Contract includes the following attachments:

- Scope of Services
- Budget
- Living Wage Forms (LW Form 1 & Form 2)
- W-9 Form

14. LIVING WAGE. This Contract is covered under Living Wage provisions if this section is initialed by COUNTY_____.

If Item # 14 above is initialed by the COUNTY, then this Contract is subject to the provisions of Santa Cruz County Code Chapter 2.122, which requires payment of a living wage to covered employees (per County Code Chapter 2.122.050, non-profit contractors are exempt from the living wage rate requirement of this chapter, but are not exempt from, and must adhere to, the "non-wage" related requirements of County Code Chapter 2.122.100, 2.122.130, and 2.122.140, as well as all other applicable portions of County Code Chapter 2.122). Non-compliance with these Living Wage provisions during the term of the Contract will be considered a material breach, and may result in termination of the Contract and/or pursuit of other legal or administrative remedies.

CONTRACTOR agrees to comply with Santa Cruz County Code section 2.122.140, if applicable.

15. MISCELLANEOUS. This written Contract, along with any attachments, is the full and complete integration of the parties' agreement forming the basis for this Contract. The parties agree that this written Contract supersedes any previous written or oral agreements between the parties, and any modifications to this Contract must be made in a written document signed by all parties. Any arbitration, mediation, or litigation arising out of this Contract shall occur only in the County of Santa Cruz, notwithstanding the fact

that one of the contracting parties may reside outside of the County of Santa Cruz.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

1. CERES POLICY RESEARCH

By: 
Angela Irvine, Executive Director

3. COUNTY OF SANTA CRUZ

By: 
Scott MacDonald, Chief
Probation Officer

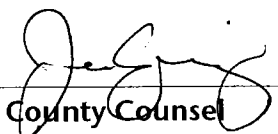
Address: 303 Potrero Avenue
Building #43 - Suite #201
Santa Cruz, CA 95060

Telephone: (831) 345-5336
Fax: (831) 621-4783
Email: angelairvine@cerespolicyresearch.com

2. APPROVED AS TO INSURANCE:

 5/5/10
Risk Management

4. APPROVED AS TO FORM:

 5/5/10
County Counsel

DISTRIBUTION:

- Probation Department
- Auditor-Controller
- Risk Management
- Ceres Policy Research



national institute of justice research partnership grant:
scope of services for ceres policy research
subcontract 2010-2011

angela irvine, ph.d.
jessica roa, m.s.

april 20, 2010

Introduction

The National Institute of Justice (NIJ) awarded the Santa Cruz County Probation Department with a grant to foster a relationship between themselves, as law enforcement practitioners, and Ceres Policy Research, an organization that specializes in criminal justice research. The specific research proposal that was funded focuses on the implementation of structured decision making within the Adult Division of the Probation Department. Following the success of the Juvenile Division, the Adult Division aims to adopt an instrument that shapes how probation officers make decisions about caseload assignments, referrals to services, and sentencing recommendations. Ceres Policy Research will be responsible for documenting how system change occurs over the three year grant period. Ceres will also be responsible for measuring whether outcomes for probationers change over time. The specific tasks and a corresponding budget are listed below.

Scope of Services

Ceres Policy Research will complete the following tasks under the contract with the National Institute of Justice. These responsibilities span the three years of the grant:

- Attain Institutional Review Board approval for the research project.
- Assist the Santa Cruz Probation Department with the selection and implementation of a structured decision making instrument to guide the case management of probationers, referrals to services, and sentencing recommendations.
- Complete the collection of anonymous pre-intervention and post-intervention surveys from Probation Department staff and active probationers.
- Complete data analysis of pre-intervention and post-intervention survey data.
- Compile baseline and intervention program data for probationers. This data will come from the Probation Department's booking and case management data. This data will align with the CalRAPP grant requirements, since the data reporting requirements for both grants are identical.
- Collect and analyze observation data that documents the process of system change related to the implementation of structured decision making.
- Complete annual reports based on survey, program, and observation data.
- Complete three conference papers and three publishable journal articles based on survey, program, and/or observation data.

Ceres will complete the following tasks during the first year of the grant:

- Attain Institutional Review Board approval for the research project.
- Assist the Santa Cruz Probation Department with the selection and implementation of a structured decision making instrument to guide the case management of probationers, referrals to services, and sentencing recommendations.

- Complete the collection of anonymous pre-intervention surveys from Probation Department staff and active probationers.
- Complete data analysis of pre-intervention survey data.
- Compile baseline program data for probationers that aligns with the CalRAPP program.
- Collect observation data that documents the process of system change related to the implementation of structured decision making.
- Complete an annual report based on collected data.
- Complete one conference paper based on collected data.

Contract Budget 2010-2011

In order to complete the outlined tasks, Ceres will pay for .33 FTE of the Principal Investigator's time and .33FTE of the Senior Researcher's time. Ceres will complete the first year of research according to the following budget:

Table 1: Budget for 2010-2011

Name/Position	Expense	Cost
Dr. Irvine, Principal Researcher	Salary (.33 FTE)	40,000
	Social Security (7%)	2800
	Medicare (1.6%)	640
	Fed Unempl (.3%)	120
	CA Unempl (1.5%)	600
	Work Comp (.66%)	264
	Health Insurance (12.3%)	4908
Jessica Roa, Senior Researcher	Salary (.33 FTE)	22,200
	Social Security (7%)	1,555
	Medicare (1.6%)	356
	Fed Unempl (.3%)	67
	CA Unempl (1.5%)	334
	Work Comp (.66%)	148
	Health Insurance (5.4%)	1,200
	IRB	1850
	Travel	1031
	TOTAL	78,073

RECEIVED MAY 11 2010
AUD.

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

TO: Board of Supervisors
County Administrative Office
Auditor Controller

FROM: Probation (Department)

BY: Brian Foley (Signature)

Signature certifies that appropriations/revenues are available

5/4/2010 (Date)

AGREEMENT TYPE (Check One)

Expenditure Agreement ☒

Revenue Agreement ☐

The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of same.

1. Said agreement is between the Probation (Department/Agency)
University of California, Santa Cruz - Center for Justice, Tolerance & Community
and Office of Sponsor Projects - 1156 High Street, Santa Cruz, CA 95064 (Name/Address)

2. The agreement will provide academic publication advisement

3. Period of the agreement is from January 1, 2010 to June 30, 2010

4. Anticipated Cost is \$ 7,500.00 ☐ Fixed ☐ Monthly Rate ☐ Annual Rate ☒ Not to Exceed

Remarks:

5. Detail: ☐ On Continuing Agreements List for FY _____ Page CC-_____ Contract No: _____ OR ☒ 1st Time Agreement
☐ Section II No Board letter required, will be listed under Item 8
☒ Section III Board letter required
☐ Section IV Revenue Agreement

6. Appropriations/Revenues are available and are budgeted in 574100 (Index) 3665 (Sub object)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACHED COMPLETED AUD-74 OR AUD-60

Appropriations are available and will be encumbered.
are not

Contract No: CT93846

By: C. J. Huff

Auditor-Controller Deputy

Date: 5/11/10

Proposal and accounting detail reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize

(Dept/Agency Head) to execute on behalf of the

Date: 5/12/10 By: [Signature] (Department/Agency)
County Administrative Office

Distribution:

Board of Supervisors - White
Auditor Controller - Canary
Auditor-Controller - Pink
Department - Gold

State of California
County of Santa Cruz

[Signature] ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz,
State of California, do hereby certify that the foregoing request for approval of agreement was ap-
proved by said Board of Supervisors as recommended by the County Administrative Office by an
order duly entered in the minutes of said Board on May 10 2010

ADM - 29 (8/01)
Title I, Section 300 Proc Man

By: Deputy Clerk

AUDITOR-CONTROLLER USE ONLY

CO _____ \$ _____
Document No. JE Amount Lines H/TL Keyed By Date

TC110 _____ \$ _____
Auditor Description Amount Index Sub object User Code

27

Contract No. 9XXXX-01

INDEPENDENT CONTRACTOR AGREEMENT

This Contract is entered into this 20th day of April, 2010, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and UC SANTA CRUZ - CENTER FOR JUSTICE, TOLERANCE AND COMMUNITY, hereinafter called CONTRACTOR. The parties agree as follows:

1. **DUTIES.** CONTRACTOR agrees to exercise special skill to accomplish the following results: assist in developing academic publications, assist in creation of toolkit to be used in the improvement of probation decision practices, and assist in the dissemination of final practice guide for criminal justice practitioners at UC Santa Cruz's Center for Justice, Tolerance and Community for the County of Santa Cruz Probation Department.

2. **COMPENSATION.** In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: Payment not to exceed \$7,500.00, processed for payment in full after project completion, receipt of invoice, and approval of project manager.

3. **TERM.** The term of this Contract shall be: January 1, 2010 through December 31, 2010.

4. **EARLY TERMINATION.** Either party hereto may terminate this Contract at any time by giving thirty (30) days written notice to the other party.

5. **INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.** CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of paragraphs 5 and 6 shall include, without limitation, its officers, agents, and employees) from and against:

A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTOR'S performance under the terms of this Contract, (collectively "Claims") but only in proportion and to the extent such Claims are caused by the wrongful or negligent acts or omissions Contractor, its officers, agents, or employees. Such indemnification includes any damage to the person(s), or property(ies) of CONTRACTOR and third persons.

B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTOR'S officers, employees and agents engaged in the performance of this Contract (including, without limitation, unemployment insurance, social security and payroll tax withholding).

6. **INSURANCE.** CONTRACTOR, at its sole cost and expense, for the full term of this Contract (and any extensions thereof), shall maintain, at minimum, compliance with all of the following insurance or self-insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY shall be considered in excess of CONTRACTOR'S insurance coverage and shall not contribute to it.

If CONTRACTOR utilizes one or more subcontractors in the performance of this Contract, CONTRACTOR shall obtain and maintain Independent Contractor's Insurance as to each subcontractor or otherwise provide evidence of insurance coverage from each subcontractor equivalent to that required of CONTRACTOR in this contract, unless CONTRACTOR and COUNTY both initial here ____ / ____.

A. Types of Insurance and Minimum Limits

(1) Worker's Compensation in the minimum statutorily required coverage amounts. This insurance coverage shall be required unless the CONTRACTOR has no employees and certifies to this fact by initialing here _____.

(2) Automobile Liability Insurance for each of CONTRACTOR'S vehicles used in the performance of this Contract, including owned, non-owned (e.g. owned by CONTRACTOR'S employees), leased or hired vehicles, in the minimum amount of \$500,000 combined single limit per occurrence for bodily injury and property damage. This insurance coverage is required unless the CONTRACTOR does not drive a vehicle in conjunction with any part of the performance of this Contract and CONTRACTOR and COUNTY both certify to this fact by initialing here ____ / ____.

(3) Comprehensive or Commercial General Liability Self-Insurance coverage in the minimum amount of \$1,000,000 combined single limit, including coverage for: (a) bodily injury, (b) personal injury, (c) broad form property damage, and (d) contractual liability.

(4) Professional Liability Insurance in the minimum amount of \$ 1,000,000.00 combined single limit, if, and only if, this Subparagraph is initialed by CONTRACTOR and COUNTY ____ / ____.

B. Other Insurance Provisions

(1) If any insurance coverage required in this Contract is provided on a "Claims Made" rather than "Occurrence" form, CONTRACTOR agrees to maintain the required coverage for a period of three (3) years after the expiration of this Contract (hereinafter "post Contract coverage") and any extensions thereof.

All Certificates of Insurance shall be delivered or sent to:

SANTA CRUZ COUNTY PROBATION DEPARTMENT
Attn: Brian Foley, Administrative Services Manager
Post Office Box #1812, Santa Cruz, CA 95061-1812

7. EQUAL EMPLOYMENT OPPORTUNITY. During and in relation to the performance of this Contract, CONTRACTOR agrees as follows:

A. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.

B. If this Contract provides compensation in excess of \$50,000 to CONTRACTOR and if CONTRACTOR employs fifteen (15) or more employees, the following requirements shall apply:

(1) The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment; advertising, layoff or termination, rates of pay or other forms of compensation, selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. In addition, the CONTRACTOR shall make a good faith effort to consider Minority/Women/Disabled Owned Business Enterprises in CONTRACTOR'S solicitation of goods and services. Definitions for Minority/Women/Disabled Business Enterprises are available from the COUNTY General Services Purchasing Division.

(2) In the event of the CONTRACTOR'S non-compliance with the non-discrimination clauses of this Contract or with any of the said rules, regulations, or orders said CONTRACTOR may be declared ineligible for further contracts with the COUNTY.

(3) The CONTRACTOR shall cause the foregoing provisions of subparagraphs 7B(1) and 7B(2) to be inserted in all subcontracts for any work covered under this Contract by a subcontractor compensated more than \$50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

8. INDEPENDENT CONTRACTOR STATUS. CONTRACTOR and COUNTY have reviewed and considered the principal test and secondary factors below and agree that CONTRACTOR is an independent contractor and not an employee of COUNTY. CONTRACTOR is responsible for all insurance (workers compensation, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not entitled to any employee benefits. COUNTY agrees that CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted for herein.

PRINCIPAL TEST: The CONTRACTOR rather than COUNTY has the right to control the manner and means of accomplishing the result contracted for.

SECONDARY FACTORS: (a) The extent of control which, by agreement, COUNTY may exercise over the details of the work is slight rather than substantial; (b) CONTRACTOR is engaged in a distinct occupation or business; (c) In the locality, the work to be done by CONTRACTOR is usually done by a specialist without supervision, rather than under the direction of an employer; (d) The skill required in the particular occupation is substantial rather than slight; (e) The CONTRACTOR rather than the COUNTY supplies the instrumentalities, tools and work place; (f) The length of time for which CONTRACTOR is engaged is of limited duration rather than indefinite; (g) The method of payment of CONTRACTOR is by the job rather than by the time; (h) The work is part of a special or permissive activity, program, or project, rather than part of the regular business of COUNTY; (i) CONTRACTOR and COUNTY believe they are creating an independent contractor relationship rather than an employer-employee relationship; and (j) The COUNTY conducts public business.

It is recognized that it is not necessary that all secondary factors support creation of an independent contractor relationship, but rather that overall there are significant secondary factors that indicate that CONTRACTOR is an independent contractor.

By their signatures on this Contract, each of the undersigned certifies that it is his or her considered judgment that the CONTRACTOR engaged under this Contract is in fact an independent contractor.

9. NONASSIGNMENT. CONTRACTOR shall not assign the Contract without the prior written consent of the COUNTY.

10. ACKNOWLEDGMENT. CONTRACTOR shall acknowledge in all reports and literature that the Santa Cruz County Board of Supervisors has provided funding to the CONTRACTOR.

11. RETENTION AND AUDIT OF RECORDS. CONTRACTOR shall retain records pertinent to this Contract for a period of not less than five (5) years after final payment under this Contract or until a final audit report is accepted by COUNTY, whichever occurs first. CONTRACTOR hereby agrees to be subject to the examination and audit by the Santa Cruz County Auditor-Controller, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Contract.

12. PRESENTATION OF CLAIMS. Presentation and processing of any or all claims arising out of or related to this Contract shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.

13. ATTACHMENTS. This Contract includes the following attachments:

- **Monitoring Program for 501(c) Non-Profit Agencies**
- **Scope of Services**
- **Budget**
- **Living Wage Forms (LW Form 1 & Form 2)**
- **W-9 Form**

14. LIVING WAGE. This Contract is covered under Living Wage provisions if this section is initialed by COUNTY_____.

If Item # 14 above is initialed by the COUNTY, then this Contract is subject to the provisions of Santa Cruz County Code Chapter 2.122, which requires payment of a living wage to covered employees (per County Code Chapter 2.122.050, non-profit contractors are exempt from the living wage rate requirement of this chapter, but are not exempt from, and must

adhere to, the "non-wage" related requirements of County Code Chapter 2.122.100, 2.122.130, and 2.122.140, as well as all other applicable portions of County Code Chapter 2.122). Non-compliance with these Living Wage provisions during the term of the Contract will be considered a material breach, and may result in termination of the Contract and/or pursuit of other legal or administrative remedies.

CONTRACTOR agrees to comply with Santa Cruz County Code section 2.122.140, if applicable.

15. NON-PROFIT CONTRACTOR MISCELLANEOUS REQUIREMENTS. The following requirements shall be met, in addition to any other requirements of this Contract:

- A. **WEB LINKS** - If a non-profit CONTRACTOR has an organizational web site, it shall be a requirement of this Contract to provide links to the HelpSCC (www.helpsc.org), Santa Cruz County Government (www.co.santa-cruz.ca.us), and Workforce Santa Cruz County (www.workforcescc.com) web sites.

16. MONITORING PROGRAM FOR 501(c)(3) NONPROFIT AGENCIES. Each of the following requirements shall be met, in addition to any other requirements of this Contract.

- A. Within 180 days of the end of each of the CONTRACTOR'S fiscal years occurring during the term of this Contract, the CONTRACTOR shall provide the Contract Administrator with two copies of Financial Statements relating to the entirety of the CONTRACTOR'S operations. Financial statements normally include: (1) a Statement of Financial Position or Balance Sheet; (2) a Statement of Activities or Statement of Revenues and Expenses; (3) a Cash Flow Statement; and (4) a Statement of Functional Expenses. The Contract Administrator will forward one copy of the financial statements to the Auditor-Controller.
- (1) For the purposes of this paragraph, "CONTRACTOR'S fiscal year" shall be that period the CONTRACTOR utilizes for its annual budget cycle.
- (2) The Contract Administrator with concurrence of the County Auditor-Controller may agree to extend the deadline for the Financial Statements required by this paragraph.
- B. In the sole discretion of the County, the requirements of this paragraph may be exempted where the Contract Administrator and the County Auditor-Controller ascertain that such reporting is not essential, and both certify to its inapplicability by initialing here _____ (AUD); _____ (CA).
- C. The CONTRACTOR shall make a good faith effort to provide the Contract Administrator with timely notice of any event or circumstance that materially impairs the CONTRACTOR'S financial position or substantially interferes with the CONTRACTOR'S ability to offer the services it has agreed to provide as set forth in this Contract. The Contract Administrator shall notify the Auditor-Controller of any impairment upon being notified by the contractor.
- D. For audit authority of the Auditor-Controller refer to the paragraph on "Retention and Audit of Records."

17. MISCELLANEOUS. This written Contract, along with any attachments, is the full and complete integration of the parties' agreement forming the basis for this Contract. The parties agree that this written Contract supersedes any previous written or oral agreements between the parties, and any modifications to this Contract must be made in a written document signed by all parties. Any arbitration, mediation, or litigation arising out of this Contract shall occur only in the County of Santa Cruz, notwithstanding the fact that one of the contracting parties may reside outside of the County of Santa Cruz.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

1. **UNIVERSITY OF CALIFORNIA, SANTA CRUZ** 3. **COUNTY OF SANTA CRUZ**
Center for Justice, Tolerance & Community

By: David Sonnenberg
David Sonnenberg, Assistant Dean,
Division of Social Sciences

By: Scott MacDonald
Scott MacDonald, Chief Probation
Officer

Address: Division of Social Sciences
UC Santa Cruz
1156 High Street
Santa Cruz, CA 95064

Telephone: (831) 459-3859
Fax: (831) 459-3661
Email: dsonnenb@ucsc.edu

2. **APPROVED AS TO INSURANCE:**

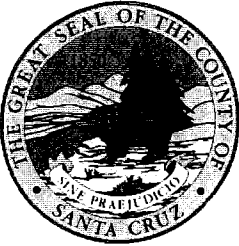
gff 5/24/10
Risk Management

4. **APPROVED AS TO FORM:**

DeGoria 5/24/2010
County Counsel

DISTRIBUTION:

- Probation Department
- Auditor-Controller
- Risk Management
- UC Santa Cruz - Center for Justice, Tolerance & Community



MONITORING PROGRAM FOR 501(C) NON- PROFIT AGENCIES

Each of the following requirements shall be met, in addition to any other requirements of this Agreement:

- 1. Within 180 days of the end of each of the CONTRACTOR's fiscal years occurring during the term of this agreement, the CONTRACTOR shall provide the Contract Administrator with two copies of Financial Statements relating to the entirety of the CONTRACTOR's operations. Financial Statements normally include: (1) A Statement of Financial Position or Balance Sheet; (2) A Statement of Activities or Statement of Revenues and Expenses; (3) A Cash Flow Statement; and (4) A Statement of Functional Expenses. The Contract Administrator will forward one copy of the Financial Statements to the Auditor-Controller.*
 - a. For the purposes of this paragraph, "CONTRACTOR's fiscal year" shall be that period the CONTRACTOR utilizes for its annual budget cycle.*
 - b. The Contract Administrator with the concurrence of the County Auditor-Controller may agree to extend the deadline for the Financial Statements required by this paragraph.*
- 2. In the sole discretion of the County, the requirements of this paragraph may be exempted where the Contract Administrator and the County Auditor-Controller ascertain that such reporting is not essential, and both certify to its inapplicability by initialing here:*

_____ (AUD) _____ (CA)
- 3. The CONTRACTOR shall make a good faith effort to provide the Contract Administrator with timely notice of any event or circumstance that materially impairs the CONTRACTOR's financial position or substantially interferes with the CONTRACTOR's ability to offer the services it has agreed to provide as set forth in this Agreement. The Contract Administrator shall notify the Auditor-Controller of any impairment upon being notified by the CONTRACTOR.*
- 4. For audit authority of the Auditor-Controller, refer to the paragraph on "Retention and Audit of Records".*