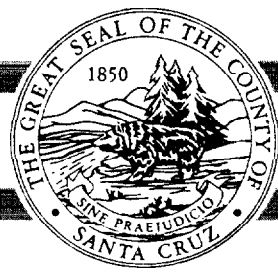


SHERIFF - CORONER



COUNTY OF SANTA CRUZ

MARK TRACY  
SHERIFF-CORONER

August 14, 1998

701 OCEAN ST., RM. 340  
SANTA CRUZ, CALIFORNIA 95060

PHONE (408) 454-2985  
FAX (408) 454-2353

Agenda: September 1, 1998

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

SHERIFF'S DETENTION BUREAU STAFF DEVELOPMENT

Dear Members of the Board:

As your Board is aware, the Sheriffs Office Detention Bureau operates under guidelines provided by the State Board of Corrections and includes an in-house staff development function. Training provided in house is addition to training mandated by California Penal Code Section 832, which requires all new Correctional Staff to complete the Peace Officer's Standards and Training (P.O.S.T) class.

As a result of a series of meetings with the Chief Deputy, Lieutenants, Sergeants, Supervising Detention Officers and Detention Officers, the need for a specialized team building activity to improve our office's function as an effective working group was identified.

We have reviewed the offerings to address our particular needs and have determined that two specific elements are necessary. The **first** element would include gathering data on the current functioning of the Detention Bureau in order to obtain a comprehensive picture of how the Bureau and its units function and interrelate. The second element would be a series of diagnostic and team building meetings which will use the data gathered and to focus on methods of improving effective working relations and procedures within the Detention Bureau.

Walter Thomas, a well-respected consultant in the area of human resources development, has more than ten years of experience in law enforcement including corrections and is recommended to provide this training. It is estimated that the extensive process of data gathering, data analysis, team meetings, and a management report with specific recommendations can be accomplished at a cost not to exceed \$8,500. Walter Thomas and Associates has provided a wide array of training throughout the state, including the County of Santa Cruz Personnel Department and other County

departments, focusing considerably on the function and workings of government organizations.

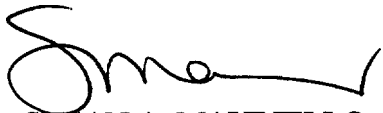
It is therefore Recommended that your Board:

Authorize the Sheriff-Coroner to enter into the attached personal services contract with Walter Thomas and Associates, for an amount not to exceed \$8,500., to provide team building and other human resources.

Sincerely,

Chief Deputy Steve Robbins  
(for Sheriff TRACY)  
MARK S. TRACY  
Sheriff-Coroner

Recommended:

  
SUSAN A. MAURIELLO  
County Administrative Officer

Attachments

cc: Sheriff-Coroner  
Walter Thomas and Associates

COUNTY OF SANTA CRUZ  
REQUEST FOR APPROVAL OF AGREEMENT

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TO: Board of Supervisors  
County Administrative Officer  
County Counsel  
Auditor-Controller

FROM: Sheriff - Coroner (Dept.)

Chief Deputy S. Robinson (Signature) 8-20-98 (Date)

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

1. Said agreement is between the County of Santa Cruz (Agency)  
and, Walter Thomas and Associates 11110 Kerrigan Avenue, Oakland, CA 94605 (Name & Address)

2. The agreement will provide group diagnostic/team building

3. The agreement is needed, as the County can not provide these services.

4. Period of the agreement is from 6/30/99 to

5. Anticipated cost is \$8500 (Fixed amount; Monthly rate; Not to exceed)

6. Remarks:

7. Appropriations are budgeted in 662422 (Index#) 3665 6,000  
512000 3665 \$2,500 (Subobject)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACH COMPLETED FORM AUD-74

Appropriations are available and have been encumbered. Contract No. C081683 A Date 8/20 98  
are not (will be) GARY A. KNUTSON, Auditor - Controller  
Subject to 98-99 Final Budget By Linda T. Chon Deputy.

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the  
to execute the same on behalf of the  
(Agency).

Remarks: County Administrative Officer  
By 8-20-98 Date 8

Agreement approved as to form. Date

Distribution:

Bd. of Supv. - White  
Auditor-Controller - Blue  
County Counsel -  
Co. Admin. Officer - Canary  
Auditor-Controller - Pink  
Originating Dept. - Goldenrod

\*To Orig. Dept. if rejected.

ADM - 29 (6/95)

State of California )  
County of Santa Cruz ) ss

I 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 approved by  
said Board of Supervisors as recommended by the County Administrative Officer by an order duly entered  
in the minutes of said Board on  
County Administrative Office;  
By Deputy Clerk

Contract No.  
INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this 13 day of August, 1998, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and WALTER THOMAS AND ASSOCIATES hereinafter called CONTRACTOR. The parties agree as follows:

1. CONTRACTOR agrees to exercise special skill to accomplish the following result: Refer to attachment A.

2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows:

Data Collection and Compilation \$2,000.00, Diagnostic Meeting \$1,000 and Training Sessions at \$1,100 per session for an amount not to exceed \$8,500.

3. TERM. The term of this contract shall expire on June 30, 1998. 

4. EARLY TERMINATION. Either party hereto may terminate this contract at any time by giving 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 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 Agreement, 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 Agreement (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 Agreement (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 excess of CONTRACTOR'S insurance coverage and shall not contribute to it.

If CONTRACTOR utilizes one or more subcontractors in the performance of this Agreement, CONTRACTOR shall obtain and maintain Independent Contractor's Insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of CONTRACTOR in this Agreement, 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 not ~~be required if the~~ CONTRACTOR has no employees and certifies to this fact by initialing here RT WLL

(2) Automobile Liability Insurance for each of CONTRACTOR's vehicles used in the performance of this Agreement, including owned, non-owned (e.g. owned by CONTRACTORS 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 shall not be required if vehicle use by CONTRACTOR is not a material part of performance ~~in this Agreement~~ and CONTRACTOR and COUNTY both certify to this fact by initialing RT / WLL.

(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 \$ \_\_\_\_\_ 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 Agreement 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 Agreement (hereinafter "post agreement coverage") and any extensions thereof. CONTRACTOR may maintain the required post agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post agreement coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement 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, or on behalf of, the named insured performed under Agreement 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 Detention Bureau  
Attn: Departmental Analyst  
259 Water Street  
Santa Cruz, Ca 95060

(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 Agreement with Certificates of Insurance for all required coverages. All Certificates of Insurance shall be delivered or sent to:

Santa Cruz County Detention Bureau  
Attn: Departmental Administrative Analyst  
258 Water Street  
Santa Cruz, CA 95060

7. EQUAL EMPLOYMENT OPPORTUNITY. During and in relation to the performance of this Agreement, 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 handicap or disability, medical condition (cancer related), marital status, sex, sexual preference, age (over 40), veteran status, or any other non-merit factor unrelated to job duties. Such non-discriminatory action shall include, but not be limited to, the following: recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and 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 Agreement 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 handicap or disability, medical condition (cancer related), marital status, sex, sexual preference, age (over 40), veteran status, or any other non-merit factor unrelated to job

duties. 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) The CONTRACTOR shall furnish COUNTY Affirmative Action Office information and reports in the prescribed reporting format (PER 4012) identifying the sex, race, handicap or disability, and job classification of its employees and the names, dates and methods of advertisement and direct solicitation efforts made to subcontract with **Minority-Women/Disabled Business Enterprises**.

(3) In the event of the CONTRACTOR's noncompliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders said CONTRACTOR may be declared ineligible for further agreements with the COUNTY.

(4) The CONTRACTOR shall cause the foregoing provisions of this Subparagraph 7B. to be inserted in all subcontracts for any work covered under this Agreement 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; <sup>©</sup> 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.

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**WALTER THOMAS & ASSOCIATES**

CONSULTANTS IN HUMAN RESOURCES' DEVELOPMENT

11110 Kerrigan Avenue

Oakland, California 94605 • 510-562-1159

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June 29, 1998

Chief Deputy Steve Robbins  
Santa Cruz Sherrif's Office  
Detention Bureau  
259 Water Street  
Santa Cruz, CA 95060

Dear Chief Robbins:

I am very pleased to submit this letter **proposal** for your consideration. The proposed intervention is based on my understanding of your desire to **enhance** your current team-building activities with **the Detention Bureau's total** management team.

Based on our recent discussions of this matter, I understand the **goal is to build a better functioning team**. This goal implies a need for improvement in group proceeees, **such as** better communication, decision making, personal interaction, and problem solving. My experience with team building has lead me to conclude that group processes tend to improve as a by-product of learning to solve problems that prevent the group from achieving its goals. Therefore, I believe the team-building activities should **focus on specific problems** that are hindering the group's performance as an effective team,

My approach to team building is very straightforward. The process I prefer consists of three distinct elements:  
**(1) Data Gathering, (2) Diagnostic Meeting(s), and (3) Team-Building Meeting(s).** In my opinion, any serious team-building effort we undertake should include these key elements.

The purpose of the first element (Data Gathering) is to take a comprehensive **picture** of the team members' perceptions of how the team functions. To accomplish this, I will conduct confidential interviews with key personnel at all levels of the team. Additionally, each team member will be **asked** to complete a diagnostic questionnaire. The data gathered will help identify specific problems and ultimately facilitate the design of appropriate corrective measures.

The second element, Diagnostic Meeting, will be used to identify the specific **problems that prevent the group from** achieving its goal... functioning as **an effective team**.

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The purpose of this step is not to ~~solve~~ problems, but to simply identify them, **analyze** them, and **decide which** are most critical.

This element is perhaps the most vital. The data that is collected **confidentially** will be reported **anonymously to you** and your advisory team so that we can **analyze**, interpret, evaluate, prioritize, and use it: for identifying **specific** problems.

Using the data as the basis of discussions, we will **focus on** key questions such as "What are we doing right?" "What are we doing wrong?" "Are we taking advantage of our opportunities?" "How good are our relationships?" "What specific problems do we need to work on?"

The outcome of this meeting will be a careful **analysis** of the identified problems and a prioritization of the most critical problems. Ideally, each participant will be able to openly discuss these problems, **sharing his/her** thoughts about the cause of **each** problem and its seriousness. Again, the goal of this meeting is simply **"problem diagnosis"**.

After we have successfully identified and prioritized the critical problems, we can then design a series of **Team-Building Meetings** (training sessions). The objective of such **sessions** is to provide team members with the opportunity to enhance their ability to function **as an** effective member of the Detention **Bureau's** Management Team, **Moreover**, each participant will receive a variety of supervisory training designed to address specific needs. The number of **training** sessions will be determined by the complexity of the problems that you decide to solve,

The **success** of this **type** of intervention depends primarily on three factors. The **first** factor involves the commitment of team **members** to **each other and** to the **success** of the team as a whole. Second, the top manager must **support the** intervention and create an environment **which** is sufficiently open and amenable **to change**. Finally, each **member must** be willing to communicate openly and without: **defensiveness**; to listen actively; and to focus **on** ideas and methods rather than personalities. **These are** the essential ingredients that are necessary to stimulate creative problem **solving**.

Chief, my knowledge of your industry compels me to urge you to consider this **approach** carefully. If a decision is made to embark on the course **that** I have suggested, I will be available to begin the first phase immediately.

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The proposed fee structure for this intervention is as follows:

- Phase I - Data Collection and Compilation  
(2 days @ \$1000.00 per day).....\$2000.00
- Phase II - Diagnostic Meeting  
(1 day @ \$1000.00 per day).....\$1000.00
- Phase III - Training Sessions  
(Days to be determined @ \$1100.00 per day)

I hope this proposal is sufficiently informative and useful for your current needs, I am available to discuss this matter in greater detail at your earliest convenience. If you decide to act affirmatively, we should arrange a meeting immediately.

Your consideration is greatly appreciated.

Sincerely,



Walter Thomas,  
Principal

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