

# County of Santa Cruz

071

#### PROBATION DEPARTMENT

#### JOHN P. RHOADS, CHIEF PROBATION OFFICER

MAILING: P.O. BOX 1812, SANTACRUZ. **CA 95061-1812** (408) 454-3800 FAX: (408) 454-3827

December 21, 1998

Agenda: January 12, 1999

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

Approve Agreement Between Santa Cruz County Probation Department and Barrios Unidos, Inc., as Recommended by the Chief Probation Officer

#### Dear Board Members:

Included in the Probation Department's Temporary Assistance to Needy Families (TANF) program plan are funds earmarked for the provision of outreach services in the Juvenile Hall. The intended curriculum for these services encompasses group meetings and individual counseling sessions centered around gang reduction, anti-violence and cultural issues. Special programming requirements include arts and crafts projects, special events around holidays and multi-cultural presentations by speakers and groups.

Barrios Unidos, Inc., a local non-profit community-based organization, has been selected by the Probation Department to provide these outreach services for eight hours, two days per week in the Juvenile Hall. Barrios Unidos staff will implement its violence prevention curriculum which includes daily or weekly group facilitation, individual case management, crisis intervention, staff training, speakers, videos, and cultural or holiday activities, and will also implement follow-up services for Juvenile Hall residents at the Cesar E. Chavez School of Social Change, operated by the Santa Cruz County Office of Education.

It is now necessary to finalize an agreement with Barrios Unidos, Inc. in the amount of \$30,000 for the period July 1, 1998 through June 30, 1999. Funding for these contracted services is included in the Probation Department's TANF allocation. There is no increase to net county cost as a result of the issuance of this agreement.

IT IS THEREFORE RECOMMENDED that your Board approve the attached ADM 29 Request for Approval of Agreement encumbering \$30,000 from funds available in appropriations account 572000-3665, Professional and Specialized Services; approve the agreement with Barrios Unidos, Inc. for outreach services in Juvenile Hall and authorize the Chief Probation Officer to sign the agreement on behalf of the County.

Sincerely,

JOHN P. RHOADS Chief Probation Officer

JPR:FN

Board of Supervisors Agenda: January 12, 1999 Barrios Unidos Agreement Page 2

RECOMMENDED:

SUSAN A. MAURIELLO County Administrative Officer

cc:

County Administrative Office Auditor-Controller Probation Department

# COUNTY OF SANTA CRUZ REQUEST FOR APPROVAL OF AGREEMENT

073

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TO: Board of Supervisors  County Administrative Officer  County Counsel  Auditor-Controller		FROM:	(D kX) A	(Signature)		
The Board of Supervisors is hereby rec	uested to approve the a	ntached agre	ement and authorize	the execution of	the same.	
1. Said agreement is between the Sand Barrios Unidos, Inc.,  2. The agreement will provide Juven	313 Front Street,	Santa Cri	ız, CA 95060		(Name &	
3. The agreement is neededto_pro	ocess payments for	services	provided			
4. Period of the agreement is from	July 1, 1998		to June	30, 1999		
5. Anticipated cost is \$			( Fxis	киоМ хикиши жөэ	hyxuue; N o t	to exceed)
6. Remarks:	uvenile Hall 5720	00				(Account)
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-Probation-Department Remarks:		ncy).	County A	distrative office	Date 12	24/98
Agreement approved as to form. Date			•		•	
Distribution:  Bd. of Supv. • White Auditor-Controller • Blue County ****	State of California County of Santa Cruz  State of California, do I said Board of Superviso In the minutes of said B	hereby certify the rs as recommer		for approval of agreministrative Utilicer t	eement was appro	oved by

ADM 29 (1/78)

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Contract No.	98	OCT	19	PM	4:	12
INDEPENDENT CONTRACT	OR A	GRE	EMI	ENT	r	

THIS CONTRACT is entered into this 1st day of July, 1998, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and Barrios Unidos, hereinafter called CONTRACTOR. The parties agree as follows:

- 1. <u>DUTIES</u>. CONTRACTOR agrees to exercise special skill to accomplish the following result: provide services to the Santa Cruz County Juvenile Hall. Barrios Unidos staff will implement its violence prevention curriculum which includes but is not limited to: daily or weekly group facilitation, individual case management, crisis intervention, staff trainings, speakers, videos and cultural or holiday activities. Barrios Unidos staff will also implement daily services to the Cesar E. Chavez School of Social Change.
- 2. <u>COMPENSATION</u>. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: services to be billed monthly, not to exceed \$30,000.00 during fiscal year 1998/1999.
  - 3. TERMrm of this contract shall be: July 1, 1998 through June 30, 1999.
- 4. <u>EARLY TERMINATION</u>. Either party hereto may terminate this contract at any time by giving 30 days written notice to the other party.
- 5. <u>INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS</u>. 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. <u>INSURANCE</u> 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
(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
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 shall not be required if vehicle use by CONTRACTOR is not a material part of
performance of this Agreement 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
\$ 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:

Fred Nohr, Administrative Services Officer Santa Cruz County Probation Department Post Office Box 1812 Santa Cruz, CA 95061

(Department should fill in the full name/title and address of the person/position responsible for the Agreement)."

(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:

Fred Nohr, Administrative Services Officer Santa Cruz County Probation Department Post Office Box 1812 Santa Cruz, CA 95061

(<u>Department should fill in the full name/title and address of the person/position responsible for the Agreement</u>).

- 7. <u>EQUAL EMPLOYMENT OPPORTUNITY</u>. 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 or mental disability, medical condition (cancer related), marital status, sex, 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; 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. 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, sex, sexual orientation, age (over 18), veteran status, gender, pregnancy 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.
- (1) The CONTRACTOR shall furnish COUNTY Affirmative Action Office information and reports in the prescribed reporting format (PER 4012) identifying the sex, race, physical or mental 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.
- (2) In the event of the CONTRACTOR's non-compliance 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.
- (3) 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. <u>INDEPENDENT CONTRACTOR STATUS</u>. 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.

<u>PRINCIPAL TEST</u>: 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 which indicate that CONTRACTOR is an independent contractor.

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

- 9. <u>NONASSIGNMENT</u>. CONTRACTOR shall not assign this Agreement without the prior written consent of the COUNTY.
- 10. <u>RETENTION AND AUDIT OF RECORDS</u>. CONTRACTOR shall retain records pertinent to this Agreement for a period of not less than five (5) years after final payment under this Agreement 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 Agreement.
- 11. <u>PRESENTATION OF CLAIMS</u>. Presentation and processing of any or all claims arising out of or related to this Agreement 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.

12.	ATTACHMENTS.	This Agreement includes the following	owing attachments (identify
by name or	write "NONE"):		

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

By:

#### 1. CONTRACTOR

4. COUNTY OF SANTA CRUZ

Barrios Unidos, Inc.

Address:

313 Front Street

Santa Cruz, CA 95060

Telephone:

(831) 457-8208

Fax:

(831) 457-0389

2. APPROVED AS TO INSURANCE:

3. APPROVED AS TO FORM:

By:

County Counsel

DISTRIBUTION:

County Administrative Office

Auditor-Controller County Counsel Risk Management

Contractor

barrios unidos ica.wpd/mns

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## SANTA CRUZ BARRIOS UNIDOS JUVENILE HALL OUTREACH AND TRANSITION GRANT PROPOSAL

# SUBMITTED TO SANTA CRUZ COUNTY JUVENILE PROBATION DEPARTMENT

## **SUMMARY**

Barrios Unidos has developed a holistic and comprehensive program to reduce violence and recidivism at Santa Cruz County Juvenile Hall Facility. This unique approach has proven to be successful in dealing with youth violence and assisting youth in choosing life-affirming behavior, based on positive self-esteem, cultural pride and mentoring. By providing outreach services at the hall, Barrios Unidos is able to establish a bridge to the youth as well as to the family. As a direct result of these efforts, youth are encouraged and influenced to become involved in positive personal growth and training through the Juvenile Hall Outreach and Transition Program.

This program provides a supportive, family atmosphere that encourages youth in their efforts to change past unproductive behavior. Planning for work and/or pursuit of higher education are also incorporated into the program. Presentations and discussion groups are conducted in a bilingual format and includes subjects that are culturally, academically, and socially relevant to at-risk youth.

This, in many instances, will be the beginning of a five year relationship, in which these young people will participate through the Educational Outreach, Leadership Development, and Community Economic Development Programs provided by Barrios Unidos. Emphasis is placed on self-steem building and conflict resolution, as well as cultivating an in-depth awareness and appreciation of their cultural heritage. The goal is to prepare youth with the necessary social skills to become productive members of the community.

## **ORGANIZATION HISTORY**

The California Coalition of Barrios Unidos began in the violent streets of urban California in 1977. The Coalition was founded by grassroots Chicano community organizers from northern and southern California who saw a need to organize in an effort to cope with the growing problems plaguing our barrios, primarily youth violence. We realized through conferences and meetings that these problems were the same in rural and urban neighborhoods. Thus organized ourselves into local chapters throughout the state and country. The Santa Cruz Barrios Unidos chapter is the primary organization in the tri-county area that uses trained, former gang members to reach youth with a realistic message of the consequences of becoming

involved in youth violence. The goal of the Coalition is to bring peace to the barrio through Outreach, Leadership Development, and Community Economic Development programs.

The uniqueness of Barrios Unidos is its approach to the dilemma of youth violence, which is based upon the belief that community workers who have experienced and overcome the challenges facing young people today are best able to assist them in choosing life-affirming behavior, based on positive self-esteem, meaningful activities, and cultural pride. Our vision 5f safer and stronger communities can only be realized by leaders who are not afraid to face today's challenges prudently and expediently. To deny that gangs exist only empowers the enemy of our children. We must learn to work together with others and share in the responsibility and accountability of stopping the violence in our communities.

Santa Cruz Barrios Unidos currently has a culturally diverse staff of 29 employees as well as youth assistants and volunteers. The Barrios Unidos Violence Prevention Program is 2 product of community initiative and effort. Barrios Unidos stated mission is "to bring peace to the barrios" through Community Outreach, Leadership Development, and Community Economic Development. The Barrios Unidos Violence Prevention Program is a product of community initiative and effort-Barrios Unidos stated mission is "to bring peace to the barrios" through Outreach, Leadership Development, and Community Economic Development using the arts, muraling, theater, computer technology, video, and technical training 2s well 2s classroom and community presentations.

The target population for Barrios Unidos Violence Prevention strategies and activities are youth detained in the Juvenile County Facility and who are at risk 5f becoming involved in youth violence and related activities. The majority of these youth are school-aged with approximately 90% of them under the age of eighteen.

The Outreach Staff also worked intensively with 430 of these youth, providing counseling, guidance and mentoring in efforts to assist them in leaving gangs and/or in recovering from drug and alcohol addiction, while providing them with tools to develop positive living skills. Additionally, in the last year alone, Santa Cruz Barrios Unidos has trained 10 new youth organizers who are now working in their respective neighborhoods, communities and coordinating program activities.

Barrios Unidos has a long history of working in collaboration with other community and governmental agencies, political and school based groups to address the social and political conditions which perpetuate youth violence. Barrios Unidos is currently collaborating with the following agencies on programs within Santa Cruz County; City Parks and Recreation, County Board of Supervisors, Santa Cruz City Council, Probation Department, County Office of Education, Human Health Service Agencies and community organizations providing needed input on working with youth issues. Barrios Unidos has also provided 2 number of educational training workshops on violence prevention and youth issues for the County Office of Education, Santa Cruz City Poke Department, Sheriff's Department and Probation Department.

#### PROTECT GOALS, OBJECTIVES, TIMELINES

Goal: To reduce violence and recidivism at Santa Cruz County Juvenile Hall Facility and provide alternatives to incarceration.

#### (1) Program Objectives

By 1997, Barrios Unidos Outreach Specialist will provide services to youth at the Juvenile Hall Facility and their families.

## **Process**

- (a) Utilizing Outreach programs and activities, Outreach Specialist will conduct prevention/intervention activities to youth at Juvenile Hall.
- (b) Conduct presentations and provide counseling/mentoring to youth.

#### **Outcome**

- (a) By 1998, Barrios Unidos will offer existing classes, cultural programs and activities to youth released from the hall and recommended by Outreach Specialist to participate in the Cesar E. Chavez School of Social Change.
- (b) By 1999, achieve a minimum of 50% increase in awareness of violence prevention and alternative programs among participants.

#### PROPOSED PROJECT & MANAGEMENT

This grant would be used to support 2 Juvenile Outreach Specialist who will provide one-on-one counseling, group support, assessment and recommendations to BU programs 2nd the Cesar E. Chavez of Social Change. Activities include:

- 1. Weekly individual and group meetings with youth at the County Facility and with staff. Meetings for youth include group counsel-ing 2nd self-esteem building exercises. Meetings with staff will include staff development and strategy building.
- 2. Individual Counseling The Outreach Specialist will work with youth individually to provide them with the tools necessary to resist or leave gangs. This counseling will be both formally structured with 2 preset time, etc. 2nd informally structured so that the Outreach Specialist can respond to needs as they arise.
- 3. Mentoring Youth will participate with ongoing Barrios Unidos activities upon release from the Juvenile Facility they will be assessed and recommended to participate in on-going BU programs.
- 4. Cultural Activities Research has shown that reconnecting to one's cultural roots assists in building self-esteem 2nd pride in one's family 2nd community. Barrios Unidos has been offering Latino based art classes and workshops to youth at the Juvenile Facility for the past three years. These young people produce posters, silk-screened T-shirts, and coloring books that deliver an anti-violence, community pride message.
- 5. Skills Building Workshops There are numerous underlying issues that surface when dealing with young people. In conjunction with existing agencies, staff will provide and assist with workshops covering topics such as teen pregnancy prevention, domestic violence, and AIDS prevention 2s it relates to young people.
- 6. The Outreach Specialist will work with families and gang members themselves to provide conflict intervention 2nd resolution. These interventions are conducted in an extremely cautious manner. Barrios Unidos staff have earned respect from former 2nd current gang members and can play 2 neutral role in providing these members with information regarding consequences of particular actions taken by the gang. This information, coupled with the opportunity to talk about what has

violence is averted. happened and what may yet happen, can de-escalate a situation so that further

in both urban and rural communities for the past 5 years. Mr. Eredia has received an organizer who understands the pain and realities they must confront and a leader, role-model and is highly respected by youth groups throughout the state as numerous awards for his work with youth other community groups. Mr. Heredia is Samuel Heredia, Outreach Specialist - Mr. Heredia has worked with youth groups overcome

based activities and brings a wealth of experience to Barrios Unidos. high schools throughout Santa Cruz County. She coordinates all outreach schoolprevention, skills building and AIDS with youth groups in both junior high and experienced first hand the hardships youth and families endure and the obstacles Maribel Gallardo, Outreach Specialist, - Ms. Gallardo comes from the barrio and has one must overcome. Ms. Gallardo has conducted workshops on violence

PROJECT BUDGET: 088

Santa Cruz Barrios Unidos is seeking \$30,000 to support the Outreach Specialists, materials and supplies. This grant will support the Barrios Unidos Violence Prevention Program at the Juvenile Hall Facility which will provide the necessary funding and assistance for the following line items.

## Juvenile Hall Outreach and Transition Program 1998-1999 Project Budget

Organization: <u>Santa Cruz Barrios Unidos</u>

Amount Requested: \$30,000.00

Grant Period: Beginning <u>Jul 1998</u> and Ending <u>Jun 1999</u>

## **Budget Category**

Outreach Specialist (2)	\$25,000	
Printing/Copying	\$500	
Curriculum, Materials, Supplies	\$1500	
Food & Supplies	\$1500	
Indirect / Admin. Costs	\$1500	

TOTAL EXPENSES \$30,000

