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701 OCEAN STREET, ROOM 340, SANTA CRUZ, CALIFORNIA 95060 (831) **454-2440** Fax (831) 454-2314 TDD (831) 454-2123

December 10, 2000

Agenda: January 9, 2001

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

RECEIVE AWARD AND APPROVAL OF CONTRACT FOR RESEARCH SERVICES FOR MENTALLY ILL OFFENDER CRIME REDUCTION PLANNING GRANT

Dear Members of the Board:

The Sheriffs Office is pleased to announce the recent award of \$3 1,100 to the Sheriffs Office by the Board Of Corrections (BOC) as a result of a Mentally III Offender Crime Reduction (MIOCR) Planning grant application. That grant application was approved by your Board on September 19, 2000. A copy of the award letter is attached. A copy of the Board of Corrections Standard Agreement for this grant is also on file with the Clerk of the Board.

The grant award will primarily be used for professional consultant service to work on researching data in order to develop a Local Plan dealing with the unique problems of mentally ill adult offenders incarcerated in Santa Cruz County. Your Board appointed a Strategy Committee, including representatives from the Probation Dept., County Mental Health, Superior Court, and local treatment facilities, to guide the development of the Local Plan. The Strategy Committee has and will continue to meet to discuss the various needs of the mentally ill offender and potential responses.

Almost all the counties in California will be applying for a MIOCR Demonstration Grant and most 174 have engaged research consultants in order to meet the short time line for applications. County Mental Health Services and the Sheriffs Office have contacted a nationally recognized research firm, BOTEC Analysis Corporation of Cambridge Massachusetts, for assistance in development of this project.

BOTEC has agreed to provide its services to the Sheriffs Office for the price of \$28,000. Sufficient funds for this consultant are available in the \$3 1,100 BOC award. BOTEC has worked on several criminal justice projects across the nation, including the Santa Cruz County Regional Street Drug Reduction Program in 1990 in conjunction with the Sheriffs Office. BOTEC will take the data supplied by the Sheriffs Office and County Mental Health and perform the necessary analysis and background work to develop the Local Plan which will utilize a randomized experimental design for the upcoming Demonstration Grant.

The Sheriffs Office and County Mental Health have already had initial meetings with this company to expedite the work outlined in the attached professional services contract. Due to the tight deadline and outstanding qualifications of this firm, the Sheriffs Office requests that the Board approve the attached Professional Services contract with BOTEC Corporation, for the term of Februaryl, 2001 to June 30, 2001.

The BOC will be awarding \$50,000,000 for four-year Demonstration Grant projects that will provide a cost-effective continuum of graduated responses designed to reduce jail crowding, crime and criminal justice costs as they relate to the mentally ill offender. This Demonstration Grant proposal and Local Plan is due to the Board of Corrections by March 1, 2001. This grant will require a minimum 25% match. This match can be hard, in-kind contributions, or a combination thereof. The Strategy Committee is presently in the process of identifying services and in-kind contributions for the match requirement. We will be returning to your Board on or before March 9,200 1, with the Demonstration Grant proposal for your review and approval.

A potential model for the Demonstration Grant for Santa Cruz County would involve a team concept including a treating psychiatrist, mental health case worker, a probation officer to assure the mentally ill offender would have essential elements for stability once back in the community after incarceration. Such issues as safe, affordable housing, medication monitoring and compliance, screening for use of illegal drugs and alcohol, nutrition and health supports, money management support, meaningful daily activities along with access to counseling and other case management services would be addressed. The Strategy Committee has looked at the State's successful Conditional Release Program (ConRep) as an example of coordinated mental health services and appropriate supervision for offenders.

It is therefore RECOMMENDED that your Board:

1. ADOPT the attached resolution accepting and appropriating \$3 1,100 in revenue from the State Board of Corrections for a Mentally Ill Offender Crime Reduction Planning Grant; and

- 2. APPROVE the attached agreement with BOTEC Analysis Corporation for research services ⁰¹⁷⁵ not to exceed \$28,000 and authorize the Sheriff-Coroner to execute the agreement.
- 3. REQUEST the Sheriff-Coroner to return to the Board on or before March 9, 2001, with the MIOCR Demonstration grant application.

Sincerely,

MARK S. TRACY Sheriff-Coroner

Recommended:

Susan A.. Mauriello

County Administrative Officer

Attachments

cc: Sheriff-Coroner
Auditor-Controller
BOTEC Corporation
HSA Mental Health Services

COUNTY OF SANTA CRUZ

REQUEST FOR APPROVAL OF AGREEMENT

	Board of Supervisors				0 1 7 6		
			FROM:	SHER	RIFF-CORONER	(Dept.)	
	Courty Administrative Officer Courty Counsel Auditor-Controller	\^×_			\(D0pi.)		
				1 ~~~	<mark> </mark>	1-2 (Date)	
The	Board of Supervisors is hereby requ	ested to approve the	attached agree	ment and aut	horize the execution of t	he same.	
4	Said vargement is between the	heriff-Coroner,	Detention :	Bureau		(Agency)	
	Said agreement is between the $\frac{1}{\sqrt{2}}$	23	1 - F 73			(Agency)	
	and BOTEC ANALYSIS CORP.	Blanchard Rd.	, IST F1001		je, MA UZI38 - <u></u>	(Name & Address)	
2.	The agreement will provide	ltation, resear	ch and Assi	stance wi	th the application	for the	
	$M \epsilon ntally Ill $	nt, development	of researc	ch 6 analy	ysis component of t	he Local Plan	
	for mentally ill offender	s, presentation	with Count	y staff o	f demonstration gr	ant to the	
3.	Board of Corrections. The agreem <u>ent</u>	because s n e e d e d	the County	does not	t have the emperti	se toperform	
	t'nese services.	Paggy - wido Principal and All States (All States and All States a					
4.	Period of the agreement is from Fe	oruary 1, 2001		to	June 30, 200:		
5.	Anticipated cost is \$\$28	,000			(Fixed amount; Monthly	y rate; Not to exceed)	
6.	Remarks:						
•							
7.	Appropriations are budgeted in	662110			(Index#)3665	(Subobject)	
	NOTE: IF APPRO	PRIATIONS ARE INS	SUFFICIENT, A	ATTACH CO	MPLETED FORM AUD-7	' 4	
		ve been encumbered	Contract No	CO 0	333 Date 1	102/01	
Apı	propriations are not available and	vill be encumbered.				•	
		. 	GAI	RY A. KNUIS	SON Auditor - Controller		
			Ву_	Cathr	male	Deputy,	
Pro	oposal reviewed and approved. It is a Shenth Coroner's Off	to ex	Board of Supe	rvisors appro on behalf of	ve the agreement and au the	thorize the CVZ	
		(An	jency).	7,	County Hinistrative Office	\r_	
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		(Analyst)	Ву	6	1	е	
Ag	greement approved as to form. Date			·	•		
Dia	stribution:						
	Bd. of Supv White Auditor-Controller - Blue	State of California) ss				
	County Counsel - Green • Co. Admin. Officer - Canary	County of Santa Cruz)	· Clark of the	Deand of Commission of the	County of Courts Court	
	Auditor-Controller - Pink	State of California do			Board of Supervisors of the request for approval of agree	•	
	Or ginatina Dept Goldenrod				unty Administrative Officer by		
	*To 20 3 pt. if rejected.	in the minutes of said		•	County	Administrative Officer Deputy Clerk	
	ADM 29 (6/95)						

THIS CONTRACT is entered into this ___ day of ______, 2000, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and BOTEC ANALYSIS CORPORATION, hereinafter called CONTRACTOR. The parties agree as follows:

- 1. <u>DUTIES:</u> CONTRACTOR agrees to exercise special skill to accomplish the following result:
 - A. Completion of research and data analysis tasks requested by the County for the revision of the Mentally III Offenders Crime Reduction Local Action Plan first written in April, 1998. This includes assistance with preparing an update and revision of the existing plan and the provision of necessary supports in terms of research, evaluation and analysis. Activities include but are not necessarily limited to literature review, statistical calculation, data analysis, preparation of tables and graphs and writing for the completion of the revised plan in conjunction with designated County staff. This deliverable is due February 1, 2001.
 - B. Preparation of grant application to the California Board of Corrections for funding of a demonstration project under the provisions of the Mentally Ill Offender Crime Reduction Grant program. This includes background work, analysis, program development and design of all research and evaluation components for the application. Deliverable include written, tabulated and graphical material, and other documents and attachments required by the County for submission of the grant application. These materials are due by February 15, 2001.
 - c. **Presentation at meetings.** Prepare for and participate in presentations and meetings in order for the County to be a successful grant applicant to include but not necessarily limited to Board of Corrections presentations, attendance at local strategy committee meetings and other meetings as requested by the County until June 30, 2001.
- 2. <u>COMPENSATION:</u> In consideration for CONTRACTOR accomplishing said results, COUNTY agrees to pay CONTRACTOR an amount not to exceed \$28,000 for deliverable installments on the following schedule:

\$9,333.33 on or about November 15, 2000 \$9,333.33 on or about January 15, 2001 \$6,253.34 on or about March 15, 2001 \$3,080.00 on or about June 30, 2001 Compensation includes all private mileage and per diem necessary to accomplish the result contracted for.

- TERMerm of this contract shall be through June 30, 2001. 3.
- EARLY TERMINATION: Either party hereto may terminate this contract at any time 4. 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(is) 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 CONTRACTORS 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 of self-insurance maintained by COUNTY shall be excess of CONTRACTORS 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 to that required of CONTRACTOR in this Agreement, unless JOJEC SIS CORP. CONTRACTOR and COUNTY both initial here =

A. Types of Insurance and Minimum Limits

- (1) Worker's Compensation in the minimum statutory 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 CONTRACTORS 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

Page 2 of 6

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 of 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.

B. Other Insurance Provisions.

- (1) If any insurance coverage required in the 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:

County of Santa Cruz, Detention Bureau Attn: Departmental Administrative 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:

County of Santa Cruz, Detention Bureau Attn: Departmental Administrative Analyst 259 Water Street Santa Cruz, CA 95060

- 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, creed, religion, national origin, ancestry, disability, medical condition (cancer related and genetic characteristics), marital status, sex, sexual orientation, age (over 1 8), 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. 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, creed, religion, national origin, ancestry, disability, medical condition (cancer related and genetic characteristics), marital status, sex, sexual orientation, age (over 1 8), veteran status, gender, pregnancy or any other nonmerit factor unrelated to job duties. In addition, the CONTRACTOR shall make a good faith effort to consider Minority / Women / Disabled Owned Business Enterprises in CONTRACTORS 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 Equal Employment Opportunity **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.
- (3) In the event of the CONTRACTORS 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.
- (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 andard commercial supplies or raw materials.

8. <u>INDEPENDENT CONTRACTORS 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 district 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>NON-ASSIGNMENT</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. <u>ATTACHMENTS:</u> This Agreement includes the following attachments (identify by name or write "NONE") NONE.

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

COUNTY OF SANTA CRUZ

CONTRACTOR

Mark S. Tracy, Sheriff-Coroner

Douglas Wilson, PH.d., President BOTEC Analysis Corporation 103 Blanchard Rd. 1st Fl. Cambridge, MA 02138

Phone 6 17-484-6876

APPROVED AS TO FORM:

APPROVED AS TO INSURANCE:

County Counsel

Risk Management

DISTRIBUTION:

County Administrative Office

Auditor-Controller

County Counsel

Risk Management

Contractor

Client#: 15933

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Agreement	with the	County of Santa Cr	uz				
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Santa Cruz, CA 95060			AUTHORIZED	AUTHORIZED REPRESENTATIVE			
			CohuT	Clohu T. Audreoli			

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage' afforded by the policies listed thereon.

23

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

•		RESOLUTION	NO	
		duly seconde	n of Supervisor d by Supervisor g resolution is adopted:	
	RESOI	LUTION ACCEPTING U	NATICIPATED REVENUE	
	the County: o:	f Santa Cruz is a r or <u>Mentally I11 Of</u> Planning Grant	recipient of funds from Sta fender Crime Reduction	ate <u>of Californ</u> program; and
which are	e'either in	recipient of fun excess of those an	ds in the amount of \$31 nticipated or are not sp t of the County; and	,100 pecifically set
may be ma		for specific appr	ection 29130(c)/29064(b) copriation by a four-fift	
NOW, THE	refore, BE ii Controller ac	RESOLVED AND ORDER cept funds in the	ERED that the Santa Cruz amount of \$ 36,100	z County into
Departmen	nt Sheriff-Cor	oner; Detention Burea	u <u></u>	
	_	Revenue		
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			Account Name State - Misc.	\$31,100
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COUNTY	ADMINISTRATIVE	OFFICER	/_/ Recommended to Board	
			// Not Recommended to Board	
PA3SED State of by the	AND ADOPTED by of California, following vote	the Board this (requires	of Supervisors of the County of Santa Cruz day of 19 four-fifths vote for approval):	· ,
AYES:	SUPERVISORS		1	
NOES:	SUPERVISORS			
ABSENT:	SUPERVISORS			
			Chairperson of the Board	
ATTEST	:			
Clerk	of the Board			
APPROV County	ED AS TO FORM: Counsel	<u>U</u>	APPROVED AS TO ACCOUNTING DETAIL: Auditor-Controller	
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AUD60 (Rev 5/94)