



County of Santa Cruz

DISTRICT ATTORNEY'S OFFICE
KATHRYN CANLIS, DISTRICT ATTORNEY

January 10, 2001

AGENDA: January 23, 2001

Members of the Board of Supervisors
Government Center
701 Ocean Street, Room 500
Santa Cruz, California 95060

RE: Request by the District Attorney to Enter into a ICA for Consultant Services

Dear Members of the Board:

The District Attorney requests that your Board authorize an expenditure not to exceed \$50,000 for consulting services to review, evaluate, and provide recommendations to increase the effectiveness and efficiency of the Investigations Unit of the District Attorney's Office.

The District Attorney would like a thorough review of the operational and organizational structure of the Investigations Unit by an independent consultant with the professional background and experience necessary to understand the role of the District Attorney's Investigation Unit as it relates to prosecution efforts and local law enforcement. The purpose of this project is to provide the District Attorney with recommendations to improve the Investigations Unit's support of the Criminal Prosecution Units, and to facilitate the cooperative efforts between the DA's Investigators and local law enforcement agencies.

We intend to engage retired Chief of Police Jack Bassett. Mr. Bassett's total of 33 years of law enforcement experience, 12 years of which he served as the Chief of Police for the City of Santa Cruz makes him uniquely qualified. His stature in the local law enforcement community will assist the DA Investigations Unit to more easily accept a reorganization of the unit and facilitate establishing new relationships with the local law enforcement agencies.

☒ **SANTA CRUZ OFFICE**
P.O. BOX 1159
701 OCEAN STREET
SANTA CRUZ, CA 95061
(631) 454-2400
(831) 454-2227 FAX

☐ **WATSONVILLE OFFICE**
P.O. BOX 226
FREEDOM, CA 95019
1430 FREEDOM BLVD.
WATSONVILLE, CA 95076
(831) 763-8120

☐ **FAMILY SUPPORT DIVISION**
P.O. BOX 1641
420 MAY AVENUE
SANTA CRUZ, CA 95061
(631) 454-3700
(831) 454-3752 FAX

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

0099

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

FROM: DISTRICT ATTORNEY (Dept.)
M. J. Farland (Signature) 12-27-00 (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 Santa Cruz County District Attorney's Office (Agency)
and John J Bassett 12 Purple Hills Court Scotts Valley CA 95066 (Name & Address)
2. The agreement will provide consulting services for the review, evaluation, recommendations regarding the operation and organizational structure of the Investigations Unit.
3. The agreement is needed to increase the effectiveness and efficiency of the Investigations Unit while improving the interface with both other local law enforcement agencies and the prosecution units.
4. Period of the agreement is from January 10, 2001 1/23/01 ayt per M. Farland 1/11/01 \$51 June 30, 2001
5. Anticipated cost is \$ Not to exceed \$50,000 (Fixed amount; Monthly rate; Not to exceed)
6. Remarks: _____
7. Appropriations are budgeted in 272100 (Index#) 3545 (Subobject)

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

Appropriations are available and will be encumbered.

Contract No. C002336 Date 1-11-01

GARY A. KNUTSON, Auditor - Controller

By Pam Silbaugh Deputy.

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

Remarks:

(Analyst)

County Administrative Officer
By ayt Date 1/11/01

Agreement approved as to form. Date ayt 1/11/01

Distribution:

Bd. of Supv. - White
Auditor-Controller - Blue
County Counsel - ayt
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 _____

By _____ County Administrative Officer
Deputy Clerk

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Contract No.

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this 23th day of January 2001, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and, John J. Bassett, hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise consultant services to accomplish the following results: (1) Provide a comprehensive management report that outlines the current operation of the Investigative Unit of the District Attorney's Office. This report shall be comprised of the CONTRACTOR'S personal review, observations, and evaluation of policies and procedures within the unit, staff utilization and effectiveness, and organizational structure. (2) Provide the District Attorney with a thorough analysis of the Investigative Units operations and the units relationship to other operational components of the Criminal Prosecutions Unit, other law enforcement agencies, and others that interact with the Investigative Unit. (3) Provide the District Attorney with realistic suggestions and recommendations to better integrate the Investigative Unit into the Criminal Prosecutions Unit.

2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as per Attachment C of this agreement.

3. TERM. The term of this contract shall be: January 23, 2001 to June 30, 2001.

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:

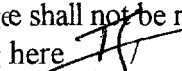
A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTOR'S 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.

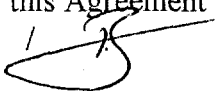
B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTOR'S officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll 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 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 from 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 the 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 \$50,000 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
District Attorney's Office
Attn: Michael S. McFarland
701 Ocean Street, Room 200
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
District Attorney's Office
Attn: Michael S. McFarland
701 Ocean Street, Room 200
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 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; 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 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; and 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) 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.

(3) 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.

(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; (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. NONASSIGNMENT. CONTRACTOR shall not assign the Agreement without the prior written consent of the COUNTY.

10. RETENTION AND AUDIT OF RECORDS. 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. PRESENTATION OF CLAIMS. 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 attachments:
Attachment A, Amendment of Comprehensive or Commercial General Liability Insurance Requirement.

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

John J. BASSETT

COUNTY OF SANTA CRUZ

By:

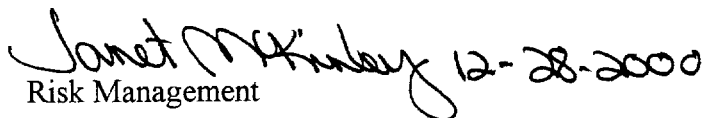


By:

Address: 12 Purple Hills Court
Scotts Valley, CA 95066

Telephone: (83 1) 439-0728

APPROVED AS TO INSURANCE:

 12-28-2000
Risk Management

APPROVED AS TO FORM:

 12-28-00
County Counsel

DISTRIBUTION: County Administrative Office
Auditor-Controller
County Counsel
Risk Management
John J. Bassett

Attachment A

**AMENDMENT OF COMPREHENSIVE OR COMMERCIAL
GENERAL LIABILITY INSURANCE REQUIREMENT**

Subparagraph 6A(3) of Contract No. _____ dated January 23, 2001, by and between County of Santa Cruz District Attorney's Office (hereinafter called COUNTY) and John J. Bassett (Hereinafter called CONTRACTOR) is amended to read as follows:

JS 1. Consultant Waiver
CONTRACTOR represents to COUNTY that it will accomplish the result required by this Agreement by manner and means similar to those employed for other consultant activity such that no person will be exposed to reasonably foreseeable risk of personal injury or property damage. In reliance thereon, COUNTY amends the Comprehensive or Commercial General Liability Insurance requirements of said Agreement by waiving same.

cl- JS 2. Waiver
CONTRACTOR represents to COUNTY that it will accomplish the result, by generally acceptable consulting practices such as interviewing staff, observation of staff activities and other acceptable management consultant tasks. No person will be exposed to reasonably foreseeable risk of personal injury or property damage. In reliance thereon, COUNTY amends the Comprehensive or Commercial General Liability Insurance requirements of said Agreement by waiving same.

JS 3. General No Risk Waiver
CONTRACTOR represents to COUNTY that it will accomplish the result required by this Agreement by manner and means which will expose no person to reasonably foreseeable risk of personal injury or property damage, namely as follows: _____

In reliance thereon, COUNTY amends the Comprehensive or Commercial General Liability Insurance requirements of said Agreement by waiving same.

The above paragraph(s) shall be operative if initialed by both parties in the space provided, effective - 2-24-01.

John J. BASSETT

COUNTY OF SANTA CRUZ

By: JS

By: _____

District Attorney's Office

Scope of Work

Under this contract the CONTRACTOR shall undertake a project for the District Attorney that will include, but not be limited to the review, observation, and evaluation of the Investigative Unit within the Office of the District Attorney. The project has two primary objectives, the first, to provide the District Attorney a comprehensive management report that includes an analysis of the current operations of the Investigative Unit and its effectiveness in carrying out the responsibilities as defined by the current policies and procedures, and secondly, provide suggestions and recommendations on how to better utilize the Investigative Unit in its support of the Criminal Prosecutions Unit. The review, observation, and evaluation shall include, but not be limited to, clerical and administrative support, supervisory and management support, investigative functions, and other unit responsibilities. Specific components of the unit that shall be focused upon are its relationships between the unit and other District Attorney staff, law enforcement agencies, and other agencies that interact with the unit. It is anticipated that the length of this project from the date of notice to proceed shall be no longer than 90 working days.

The actual consultant activity shall include the following:

A) Comprehensive interviews in which the interviewees will be assured anonymity, with District Attorney staff including, but not limited to, 1) all District Attorney Investigators, 2) Investigations Unit secretary, 3) Investigative Assistants, 4) various Assistant District Attorneys, 5) management and supervisory staff within the District Attorney's Office, 6) representatives of each of the five local law enforcement agencies within the County, and 7) any others that the consultant or the District Attorney believes to be relevant to the objectives of the project.

- 1) a confidential report shall be provided to the District Attorney on the results of these interviews

It is anticipated that this activity shall be completed within 4 weeks of the projects notice to proceed.

B) Review of investigations unit policies and procedures. This task shall entail the evaluation of policies and procedures and how they relate to the objectives of the District Attorney's Office Criminal Prosecution Section. The consultant shall collect and compare these policies and procedures with similar District Attorney units within the State of California to evaluate their consistency in the enforcement of California Penal Code sections that relate to the role of the District Attorney's Office within the justice system.

- 1) make written recommendations to the District Attorney on policies and procedures needed within the investigations unit

It is anticipated this task shall be completed within 7 weeks of the notice to proceed.

Scope of Work
Page 2

C) Evaluation of the training requirements. This task will require the consultant to review all written procedures and policies within both the District Attorney's Office and specifically the Investigations Unit concerning training requirements. It shall also require the review of applicable State law as it relates to requirements for peace officers, and specifically to those employed by a District Attorney. A written report shall be provided to the District Attorney with any recommendations concerning training policies or requirements.

- 1) firearm training requirements
- 2) Peace Officer Standards and Training (POST) requirements
- 3) Specialized training needs of the individual Inspectors

This task is estimated to be completed within 8 weeks of the notice to proceed.

D) Research California District Attorney Association (CDAA) guidelines for District Attorney investigative units. The consultant shall obtain from the CDAA any applicable guidelines or recommended operational standards available, and to evaluate these guidelines and/or recommendations against operational standards established within the District Attorney's Office. A written report shall be provided to the District Attorney which may include any recommendations concerning changes to the existing standards within the investigations unit.

It is estimated that this task will be completed within 9 weeks of the notice to proceed.

E) Review and evaluation of the organizational structure of the investigations unit. A written report shall be provided the District Attorney which shall include specific written recommendations which that will specifically address the following components:

- 1) report on staffing level against workload
- 2) review of organizational chart within the investigations unit
- 3) evaluation of supervisory structure

It is anticipated that this task will be completed within 10 weeks of the notice to proceed.

F) A comprehensive summary written report shall be provided to the District Attorney on the overall results of the review and evaluation process of the project.

It is estimated that this task will be completed within 12 weeks of the notice to proceed.

PAYMENT SCHEDULE FOR CONSULTING
SERVICES FOR CONTRACT #

Payment for services rendered in accordance with the Independent Contractors Agreement between John C. Bassett (consultant) and the County of Santa Cruz for services within the Office of the District Attorney shall be as stipulated herein. For the intent of this agreement satisfactory completion is to be determined by the District Attorney.

Payment #1 shall be made upon satisfactory completion of paragraph A) of Attachment B of this agreement, and shall be in the amount of \$14,000.00 upon receipt of an invoice provided by the consultant to the District Attorney.

Payment #2 shall be made upon satisfactory complete of paragraph B) of Attachment B of this agreement, and shall be in the amount of \$10,500 upon receipt of an invoice provided by the consultant to the District Attorney.

Payment #3 shall be made upon satisfactory complete of paragraph C) of Attachment B of this agreement, and shall be in the amount of \$3,500 upon receipt of an invoice provided by the consultant to the District Attorney.

Payment #4 shall be made upon satisfactory complete of paragraph D) of Attachment B of this agreement, and shall be in the amount of \$3,500 upon receipt of an invoice provided by the consultant to the District Attorney.

Payment #5 shall be made upon satisfactory complete of paragraph E) of Attachment B of this agreement, and shall be in the amount of \$3,500 upon receipt of an invoice provided by the consultant to the District Attorney.

Payment #6 shall be made upon satisfactory complete of paragraph E) of Attachment B of this agreement, and shall be in the amount of \$15,000 upon receipt of an invoice provided by the consultant to the District Attorney.

All payment shall be processed by the Office of the District Attorney within 15 days of the date of receipt of the invoice.