



County of Santa Cruz

PROBATION DEPARTMENT

P.O. BOX 1812, SANTA CRUZ, CA 95061-1812

(831) 454-2150 FAX: (831) 454-3035

JOHN P. RHOADS
CHIEF PROBATION OFFICER

February 12, 2001

Agenda: February 27, 2001

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

Approve Agreement Between Santa Cruz County Probation Department and Criminal Justice Research Foundation for Consulting Services Related to Juvenile Hall Construction Grant Application and AB 1913 Funding Application to Board of Corrections

Dear Board Members:

The California Board of Corrections (BOC) recently issued a Request for Proposal for Juvenile Local Detention Facility Construction Grants totaling \$110 million, and is also implementing AB 19 13, the **Schiff-Cardenas** Juvenile Crime Prevention Act of 2000, which allocates approximately \$900,000 to Santa Cruz County for a comprehensive multi-agency juvenile justice plan. Both funding opportunities require the completion of extensive and complex application documents.

The Probation Department utilized the services of the Criminal Justice Research Foundation for assistance in the completion of the Juvenile Hall Needs Assessment which was the basis for the Construction Grant Proposal submitted to the BOC in 1999 (which was not funded). For the current proposal, the BOC requires that this Needs Assessment be updated and submitted with the new grant application.

The Criminal Justice Research Foundation was also instrumental in the completion of the Local Action Plan which was a requirement for funding of the Juvenile Crime Enforcement and Accountability Challenge II grant. An updated Local Action Plan is a requirement for funding under AB 1913.

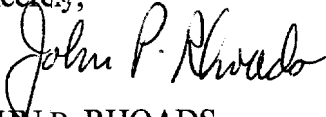
The Criminal Justice Research Foundation has submitted a proposal to assist in the completion of the applications for both the Juvenile Hall renovation/construction funds and AB 19 13 funds, totaling \$18,000. Attached to the proposed agreement is a scope of services delineating the services to be performed. Sufficient funds are available in the Probation Index for these consulting services, and there is no increase in cost to the County as a result of this agreement.

IT IS THEREFORE RECOMMENDED that your Board:

1. Approve the attached ADM-29 Request for Approval of Agreement, for the Criminal Justice Research Foundation, for consulting services related to the completion of grant applications to the Board of Corrections for Juvenile Hall Renovation funds, and AB 19 13 Crime Prevention Act funds, in the amount of \$18,000 for the December 1, 2000 through June 30, 2001; and

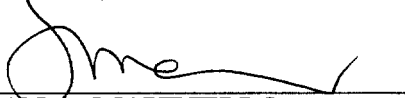
2. Authorize the Chief Probation Officer to sign the agreement on behalf of the County.

Sincerely,



JOHN P. RHOADS
Chief Probation Officer

RECOMMENDED:



SUSAN A. MAURIELLO
County Administrative Officer

cc: County Administrative Office
Auditor-Controller
County Counsel
Probation Department

Contract No. _____

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this day of _____ 2000, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY: and CRIMINAL JUSTICE RESEARCH FOUNDATION hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following result: Consulting services: Update of AB 19 13 Local Action Plan; Preparation of AI3 1913 Funding Application to State Board of Corrections; and preparation of State Board of Corrections Juvenile Local Detention Facility Construction Grant Application for Santa Cruz County Probation Department.
2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: Not to exceed 18,000 total compensation, as outlined in attached Scone of Services..
3. TERM. ~~The term of this contract is 2000.~~ rough June 30, 2001 or until terminated by one or the other party.
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 CONTRACTORS 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 _____

(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 of this Agreement and CONTRACTOR and COUNTY both certify to this fact by initialing here _____

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

(4) Professional Liability Insurance in the minimum amount of \$1,000,000 / 3,000,000 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:

Fred Nohr, Administrative Services Manager
Santa Cruz County Probation Department
Post Office Box 18 12
Santa Cruz, CA 95061

(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 Manager
Santa Cruz County Probation Department
Post Office Box 1812
Santa Cruz, CA 9506 1

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, 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 40 12) **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. 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 this 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 (identify by name or write "NONE"):

Scope of Services (Attachment "A")

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

1. CONTRACTOR

4. COUNTY OF SANTA CRUZ

CRIMINAL JUSTICE RESEARCH
FOUNDATION

By: *Fred R. Campbell*

By: _____
John P. Rhoads, Chief Probation Officer

Address: P.O. Box 60566
Sacramento, CA 95860

Telephone: (916) 488-4757

2. APPROVED AS TO INSURANCE:

By: *Janet McKinley 1-11-2001*
Risk Management

3. APPROVED AS TO FORM:

By: *[Signature]*
County Counsel

DISTRIBUTION: County Administrative Office
Auditor-Controller
County Counsel
Risk Management
Contractor

CRIMINAL JUSTICE RESEARCH FOUNDATION

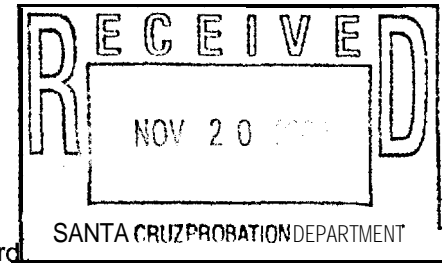
SEE ATTACHED SCOPE OF SERVICES DATED 1 1/12/2000

November 12, 2000

Memo To: John Rhoads, Chief
 Santa Cruz County Probation Department

From: Fred R. Campbell *FC*
 CJRF

Subject: Update of AB 1913 Local Action Plan, and Preparation of Board
 of Corrections Grant Applications



The California Board of Corrections has issued a Request for Proposal for Juvenile Local Detention Facility Construction Grants totaling \$110.2 million. The construction funding can be used for new juvenile detention facility construction, facility replacement, expansion of existing facilities, reconstruction of existing facilities, and deferred maintenance and renovation of existing facilities. In order to effectively compete for available state funding, counties should have a Juvenile Hall Needs Assessment which specifically includes a conceptual plan for adding additional bed space or addressing other building functional use area differences. The information must include a targeted statement justifying the grant request supported by supplemental statistical data. The statement of need, description of the scope of the construction work, and budget calculations can then be included in a grant application to the Board of Corrections for funding consideration by the agency's Executive Steering Committee.

The Board of Corrections is also implementing AB1913 recently signed by the Governor which provides a total of \$121.3 million to counties to implement a comprehensive multi-agency juvenile justice plan which is to be developed locally by each county's Juvenile Justice Coordinating Council. To qualify for funding, each county must submit a plan to the Board of Corrections for review and approval. The programs and approaches proposed for funding should consider efforts that have been demonstrated to be effective in reducing delinquency and juvenile crime. The plan must include an assessment of existing law enforcement, probation, education, mental health, health, social services, drug and alcohol and youth services resources that specifically target at-risk juveniles, juvenile offenders, and their families. Additionally the plan must include an identification and prioritization of the neighborhoods, schools, and other areas in the community that face a significant public safety risk from juvenile crime, such as gang activity, daylight burglary, late-night robbery, vandalism, truancy, controlled substances sales, firearm-related violence, and juvenile substance abuse and alcohol use. The Local Action Plan must identify a strategy that provides for a continuum of responses to juvenile crime and demonstrates a system of swift, certain and graduated responses for at-risk youth and juvenile offenders.

Our staff has previously worked with the Santa Cruz County Probation Department, and the Santa Cruz County Juvenile Justice Coordinating Council, to prepare the original Juvenile Hall Needs Assessment report and Local Action Plan. In order to respond to these two new funding grant opportunities, our staff is proposing to again work with your agency to prepare the Board of Corrections Juvenile Hall Construction Grant Application and update the Santa Cruz County Local Action Plan. Our staff will also use the information and recommendations identified in the Local Action Plan planning document to prepare draft program grant application which can be submitted to the California Board of Corrections in response to the state's RFP requirements. The scope of work, estimated cost and project schedule we will follow is outlined below.

Scope of Work

CJRF staff will assume primary responsibility for completing the data collection work, data analysis and report preparation needed to prepare the (1) Santa Cruz County Juvenile Hall Construction Grant Application, and (2) update the Santa Cruz County Local Action Plan. CJRF staff will also prepare for

17

County approval a draft funding application required to address the California Board of Corrections AB1913 Program Funding RFP. The scope of work will include the following:

1. **Santa Cruz County Juvenile Hall Construction Grant Application-** CJRF will prepare a draft construction grant application which addresses the six informational areas the County must respond to when submitting a funding application to the Board of Corrections. The 35 page grant will include at a minimum (1) summary abstract, (2) targeted statement of need, (3) utilization of detention alternatives, (4) scope of work and project impact description, (5) construction plan for the design and management of the grant funds, and (6) budget and cost justifications. CJRF will prepare all supporting draft documents required for the construction grant application. CJRF staff will attend all required BOC meetings including the scheduled bidders conference on October 11, 2000. CJRF staff will work with the Probation Department to develop the information which will be used in the County's presentation to the BOC executive steering committee between April 4 – 6, 2001.
2. **Updated Santa Cruz County Local Action Plan (LAP) and Program Grant Application –** CJRF staff will work with the Santa Cruz County Probation Department and Juvenile Justice Coordinating Council to update the County's existing Local Action Plan. The Plan identifies the resources and strategies Santa Cruz County has established for providing an effective continuum of resources for the prevention, intervention, supervision, treatment, and incarceration of juvenile offenders. CJRF staff will compile arrests, case processing, incarceration, and program data through the year 2000. The data will be combined with program level information to respond to AB1913 requirements for developing an updated Action Plan. The updated Plan will include a time-phase strategy for new and expanded programs and other resources required in Santa Cruz County to maximize collaborative and integrated services to address identified juvenile crime problems. The program recommendations highlighted in the updated Local Action Plan will be used to prepare a draft program grant application which can be submitted to the California Board of Corrections for funding consideration.

Project Schedule

The draft Juvenile Hall Board of Corrections Construction Funding Application will be completed and submitted to the Probation Department by January 15, 2001. The updated Santa Cruz County Local Action Plan and Program Grant Application will be completed and submitted to the County for review and approval by January 25, 2001. CJRF will make all necessary revisions to the draft documents and submit one original, and 15 copies, of each planning document.

Cost Proposal

The estimated cost to prepare the BOC Construction Grant Application is \$6,000. The estimated cost to update the Local Action Plan and prepare the Program Grant Application is \$12,000. The combined total cost to prepare both planning documents is \$18,000. This cost includes professional staff time and reimbursable travel expenses.

Our staff is available to immediately begin the field work required to respond to both BOC grant programs. If you have any questions, please do not hesitate to give me a call. Again, we look forward to working with Santa Cruz County on both of these important projects.

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

0086

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

FROM: Probation (Dept.)
[Signature] (Signature) 2/13/2001 (Date)

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

- Said agreement is between the Santa Cruz County Probation Dept. (Agency)
Criminal Justice Research Foundation
P.O. Box 60566 Sacramento CA 95860 (Name & Address)
- The agreement will provide consulting services
- The agreement is needed to complete update to Juv Hall Needs Assessment and update to local Action Plan for grant applications to Board of Corrections
- Period of the agreement is from December 1, 2000 to June 30, 2001
- Anticipated cost is \$ 18,000 ~~(Fiscal Year, Month, Day)~~ Not to exceed
- Remarks:
- Appropriations are budgeted in 574000 Probation (Index#) 3665 (Subject)

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

Appropriations are available and will be encumbered. Contract No. CO 02356 Date 2-16-01

GARY A. KNUTSON, Auditor - Controller
By [Signature] Deputy.

W-9 Recd.

Proposed reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the Chief Probation Officer to execute the same on behalf of the Santa Cruz County Probation Department (Agency).
County Administrative Officer

Remarks: _____ (Analyst) BY _____ Date _____

Agreement approved as to form. Date _____

Distribution:
Bd. of Supv. - White
Auditor-Controller - Blue
County Counsel - ~~Orange~~
Co. Admin. Officer - Canary
Auditor-Controller - Pink
Orig. Rept. - Goldenrod
*To Orig. Dept. if rejected.

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 Officer
_____ 19____ BY _____ Deputy Clerk