



County of Santa Cruz

0083

Sheriff-Coroner

701 Ocean Street, Suite 340, Santa Cruz, CA 95060
(831)454-2985 FAX: (831)454-2353

Mark Tracy
Sheriff-Coroner

January 18, 2002

AGENDA: February 12, 2002

**Board of Supervisors
County of Santa Cruz
701 Ocean Street, Room 500
Santa Cruz, CA 95060**

**RE: AGREEMENT WITH MATRIX CONSULTING INSTITUTE TO PROVIDE A
WORKSHOP ON THE TOPIC OF RACIALLY BIASED POLICING**

Members of the Board:

As your Board is aware, the Sheriff's Office conducts on-going State mandated peace officer training classes in accordance with regulations developed by the California Commission on Peace Officer Standards and Training (POST). The training sessions developed have focused on skills development, special issues, safety and computer applications. The purpose of this letter is to request approval of an agreement with Matrix Consulting Institute to provide a workshop on the topic of Racially Biased Policing.

According to recent national surveys, the majority of Americans believe that racially biased policing is widespread in the United States. To address this issue as part of our ongoing community policing efforts, the Sheriff's Office has established the goal of providing police services to the community in a non-racially biased manner. To reach this goal, the Sheriff's Office has reviewed the recommendations provided by the Police Executive Research Forum (PERF) in their book, "Racially Biased Policing, A Principled Response." The recommendations provided in this book are based on surveys and reviewed materials of law enforcement agencies, discussions with citizens and practitioners in a series of focus groups held around the country, a focused literature review, and conferring with subject-matter experts. In addition, this project benefitted from the guidance of an advisory board composed of respected law enforcement agency executives, Justice Department personnel, community activists and civil rights leaders.

These sources helped to outline the following six areas to address the issue of Racially Biased Policing:

- accountability and supervision,
- policies prohibiting biased policing,
- recruitment and hiring,
- education and training,
- minority community outreach, and
- data collection and analysis.

To begin the steps necessary to address these issues, the Sheriffs Office has developed a policy prohibiting the practices of biased policing. The Sheriffs Office has also introduced an accountability and supervision process to ensure adherence to the policy and help to identify areas where improvement is needed. The recruitment and hiring practices have been reviewed to select a workforce that better reflects the racial demographics of our community. The Sheriff's Office has further scheduled community meetings. And finally, a data collection system was implemented in October 2001, with the assistance of a state grant, to collect six data elements regarding traffic stop demographics.

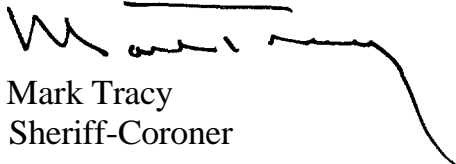
To address the education and training aspect, the Sheriffs Office contacted Matrix Consulting Institute. Matrix Consulting Institute is a technical assistance consulting firm dedicated to educating and motivating individuals, groups and communities to effectively define and achieve their goals, with a particular focus on social justice issues. Blanca Tavera, along with her associates Manuel Pastor and Rachel Rosner, at the Matrix Consulting Institute, have led and facilitated workshops, retreats, seminars and meetings in the areas of communication, leadership, organizational development, cultural competency, communication, diversity and violence against women.

Matrix Consulting Institute has agreed to provide a workshop on the topic of Racially Biased Policing. The workshop will include both Sheriffs Office personnel and members of the community. The agenda will focus on the nature of human beings, identify core issues and allow for discussion and presentations by community members and the Sheriffs Office personnel. The eight hour workshop is scheduled for February 16, 2002. The cost will be \$3,200. It is anticipated that twenty participants from both the Sheriffs training staff and community members will be in attendance.

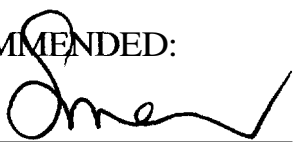
The Sheriff's Office budget currently contains appropriations in this fiscal year to provide for this type of specialized training.

IT IS THEREFORE **RECOMMENDED** that your Board approve an independent contractor agreement with Matrix Consulting Institute, to provide a workshop on the topic of Racially Biased Policing in the amount of **\$3,200** and authorize the Sheriff-Coroner to sign the agreement on behalf of the County.

Sincerely,


Mark Tracy
Sheriff-Coroner

RECOMMENDED:



Susan A. Mauriello
County Administrative Officer

cc: Sheriff-Coroner
Auditor-Controller

MT:SMR

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

0086

To: **Board of supervisors**
County Administrative Office
Auditor Controller

FROM: Sheriff's Office (Department)

BY: [Signature] (signature) 1-22-02 (Date)
Signature certifies that appropriations/revenues are available

AGREEMENT TYPE (Check One)

Expenditure Agreement ☒

Revenue Agreement ☐

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

1. Said agreement is between the Santa Cruz County Sheriff's Office (Department/Agency)
and Matrix Consulting Institute, 23 E. Beach, Watsonville, CA 95076 (Name/Address)

2. The agreement will provide training on the subject of providing police services to the community
in a non-rationally biased manner.

3. Period of the agreement is from 2/12/02 to 6/30/02

4. Anticipated Cost is \$ 3,200 ☐ Fixed ☐ Monthly Rate ☐ Annual Rate ☒ Not to Exceed

Remarks: _____

5. Detail: ☐ On Continuing Agreements List for FY _____ . Page CC-_____ Contract No: _____ OR ☒ 1st Time Agreement ✓
☐ Section II No Board letter required, will be listed under Item 8
☐ Section III Board letter required
☐ Section IV Revenue Agreement

6. Appropriations/Revenues are available and are budgeted in 661100 (Index) 3665 (Sub object)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACHED COMPLETED AUD-74 OR AUD-60

Appropriations are available and will be encumbered.
are not

Contract No: 12706
By: [Signature] Date: 1/25/02
Auditor-Controller Deputy

Proposal and accounting detail reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize Sheriff's Office

County of Santa Cruz

(Dept/Agency Head) to execute on behalf of the _____
(Department/Agency)

Date: _____

By: [Signature]
County Administrative Office

Distribution:

Board of Supervisors - White
Auditor Controller - Canary
Auditor-Controller - Pink
Department - Gold

State of California
County of Santa Cruz

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 ap-
proved by said Board of Supervisors as recommended by the County Administrative Office by an
order duly entered in the minutes of said Board on _____ 20__

ADM - 29 (8/01)

Title ☒ Section 300 Proc Man

By: Deputy Clerk

AUDITOR-CONTROLLER USE ONLY

CO _____ \$ _____
Document No. JE Amount Lines H/TL Keyed By Date

TC:1
21 Auditor Description \$ _____ / _____
Amount Index Sub object User Code

Contract No.

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this ____ day of _____, 20____, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and Matrix Consulting Institute, 1009 Freedom Blvd., Watsonville, CA 95076, hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following result: Providing a one day workshop on the topic of Racially Biased Policing. Matrix ~~will~~ work with the Sheriff's Office to address goals and needs.
2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows:
Total compensation cannot exceed \$3,200. Payment ~~will~~ be made upon submission of invoice.
3. TERM. The term of this contract shall be:
2/12/2002 through 6/30/02
4. EARLY TERMINATION. Either party hereto may terminate this contract at any time by giving 30 days written notice to the other party.
5. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS. CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of paragraphs 5 and 6 shall include, without limitation, its officers, agents, employees and volunteers) from and against:
 - A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon ~~it~~ for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTOR'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the COUNTY. Such indemnification includes any damage to the person(s), or property(ies) of CONTRACTOR and third persons.
 - B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTOR'S officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

6. INSURANCE. CONTRACTOR, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY shall be excess of CONTRACTOR'S insurance coverage and shall not contribute to it.

If CONTRACTOR utilizes one or more subcontractors in the performance of this Agreement, CONTRACTOR shall obtain and maintain Independent Contractor's Insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of CONTRACTOR in this Agreement, unless CONTRACTOR and COUNTY both initial here ____/____.

A. Types of Insurance and Minimum Limits

(1) Worker's Compensation in the minimum 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 B.T..

(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 B.T. / Y.M..

(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. This insurance coverage shall not be required if both the CONTRACTOR AND COUNTY acknowledge to this fact by initialing here ____/____.

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 SHERIFF'S OFFICE
701 OCEAN ST. RM 340. ATTN: SUSAN
SANTA CRUZ, CA 95060
 (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:

Santa Cruz Sheriff's Office, 701 Ocean Street
Rm. 340, Santa Cruz, CA 95060 Attn: Fiscal Unit-

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

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, creed, religion, national origin, ancestry, disability, medical condition (cancer related and genetic characteristics), 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. 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 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.

(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 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 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"):

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

By: Blanca Acuña

By: _____

Address: 1009 Freedom Blvd.

Watsonville, CA 95076 _____

Telephone: 768-9398

2. APPROVED AS TO INSURANCE:

By: [Signature] 1/24/02
Risk Management!

3. APPROVED AS TO FORM:

By: Kim Baslett
County Counsel 1.24.02

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

FMTICA

Attachment A

AMENDMENT OF COMPREHENSIVE OR COMMERCIAL
GENERAL LIABILITY INSURANCE REQUIREMENT

Subparagraph 6A(3) of Contract No. _____, dated _____, by and between County of Santa Cruz (hereinafter called COUNTY) and _____ (hereinafter called CONTRACTOR) is amended to read as follows:

BT. / WAT 1 Guest Speaker Waiver
CONTRACTOR represents to COUNTY that it will accomplish the result required by this Agreement by manner and means similar to those employed by a guest speaker, namely by oral and documentary presentation to a group of persons 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 requirement of said Agreement by waiving same.

BT. / WAT 2 Teacher, Instructor, Trainer Waiver
CONTRACTOR represents to COUNTY that it will accomplish the result required by this Agreement by manner and means similar to those employed by a teacher, instructor, or trainer and subject to the following limitations: (1) the results will be accomplished entirely within a classroom setting; (2) no minors will be involved, or, if minors will be involved, the teaching, instructing, or training accomplished (and the activity(ies) involved) will be by such manner and means that a minor of the youngest age allowed to be involved will not be exposed to any reasonably foreseeable risk of personal injury; and (3) 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.

BT. / WAT 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:

Contractor is utilizing their own equipment and not working on County premises.

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 _____
_____ (date).

COUNTY OF SANTA CRUZ

By: _____

By: Blanca Zaveria