



County of Santa Cruz

DISTRICT ATTORNEY'S OFFICE

701 OCEAN STREET, ROOM 200, P.O. BOX 1159, SANTA CRUZ, CA 95060
(831) 454-2400 FAX: (831) 454-2227 E-MAIL: dat015@co.santa-cruz.ca.us

KATHRYN CANLIS
DISTRICT ATTORNEY

April 24, 2002

BOARD AGENDA: May 7, 2002

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

RE: FISCAL YEAR 2002-2003 STATUTORY RAPE VERTICAL PROSECUTION
PROGRAM (SRVP) GRANT APPLICATION

Dear Members of the Board:

We are currently in the process of re-applying to the Office of Criminal Justice Planning (OCJP) for funding for fiscal year 2002-2003 Statutory Rape Vertical Prosecution Program. As part of the re-application process, we are requesting that your Board adopt a Resolution ratifying our grant application as submitted and sign the attached Certification of Assurance of Compliance, which OCJP now requires to be part of our application. In the upcoming fiscal year, Santa Cruz County is eligible to receive \$150,000 from OCJP to administer the SRVP program.

This program funds one .75 FTE attorney, one .25 FTE attorney, one .25 FTE investigator, and a .20 FTE victim services advocate to investigate and vertically prosecute unlawful sexual intercourse with a minor as defined in Penal Code Section 261.5. The grant will fund a directed vertical prosecution program to address a serious legal and social problem that effects this community and communities throughout the nation. The use of two partial attorneys rather than one attorney full time is a conscious decision designed to maximize the effectiveness of our program and use an integrated team approach. We plan to have the flexibility to participate in youth programs on the adverse effects of teen pregnancy in terms of educational and career opportunities. You will recall that your Board previously recognized the employees assigned to this program for these activities.

WATSONVILLE OFFICE

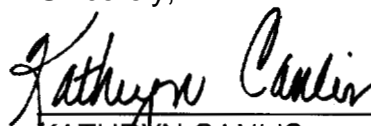
Board of Supervisors
April 24, 2002
Page 2

A copy of our grant application will be placed on file for your review with the Clerk of the Board. We will continue to notify your Board of any changes to the fiscal year 2002-2003 SRVP grant application in accordance with applicable County procedures.

THEREFORE, IT IS RECOMMENDED THAT YOUR BOARD:

1. Adopt a Resolution authorizing the District Attorney to reapply to the Office of Criminal Justice Planning for fiscal year 2002-2003 Statutory Rape Vertical Prosecution Program funding, and
2. Authorize the Chairperson of the Board to sign the attached Certification of Assurance of Compliance to be submitted to OCJP.

Sincerely,



KATHRYN CANLIS
DISTRICT ATTORNEY

COUNTY OF SANTA CRUZ

Approved:



SUSAN A. MAURIELLO
COUNTY ADMINISTRATIVE OFFICER

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CERTIFICATION OF ASSURANCE OF COMPLIANCE

Note: There are different requirements for state and federal funds. (Those affecting only federally funded projects are identified.)

I, Kathryn Canlis, hereby certify that:
(official authorized to sign grant award; same person as line 13 on Grant Award Face Sheet)

GRANTEE: COUNTY OF SANTA CRUZ

IMPLEMENTING AGENCY: SANTA CRUZ COUNTY DISTRICT ATTORNEY

PROJECT TITLE: STATUTORY RAPE VERTICAL PROSECUTION PROGRAM

will adhere to all of the Grant Award Agreement requirements (state and/or federal) as directed by the Office of Criminal Justice Planning including, but not limited to, the following areas:

- I. Equal Employment Opportunity
- II. Drug-Free Workplace Act of 1990
- III. California Environmental Quality Act (CEQA)
- IV. Lobbying
- V. Debarment, Suspension, and Other Responsibility Matters
- VI. Proof of Authority from City Council/Governing Board

I. EQUAL EMPLOYMENT OPPORTUNITY (EEO)

A. General EEO Rules and Regulations (state and federal)

The applicant selected for funding acknowledges awareness of, and the responsibility to comply with, the following Equal Employment Opportunity requirements by signing the Grant Award Face Sheet (OCJP A301), including this Certification of Assurance of Compliance, and submitting the application to the Office of Criminal Justice Planning (OCJP).

- 1. California Fair Employment and Housing Act (FEHA) and Implementing Regulations, California Administrative Code, Title 2, Division 4, Fair Employment and Housing Commission.
- 2. California Government Code Article 9.5, Sections 11135-11139.5 and Implementing Regulations, California Administrative Code, Title 22, Sections 98000-98413.
- 3. Title VI of the Civil Rights Act of 1964.

4. Title **V**, Section 504 of the Rehabilitation Act of 1973 (29 USCS Section 974) and Federal Department Regulations on its implementation; Government Code Section 4450, et seq.
5. Subtitle **A**, Title II of the Americans with Disabilities Act (ADA), **42** USC Sections 12131-12134 and U.S. Department of Justice implementing regulations, 28 CFR, Part 35.
6. U.S. Department of Justice Regulations, 28 CFR, Part 42, Equal Employment Opportunity, Policies and Procedures -- **applies to federally funded grants only.**

Federal and state agencies have the legal right to seek enforcement of the above items of this assurance of compliance.

All appropriate documentation must be maintained on file by the project and available for OCJP or public scrutiny upon request. Violation of these provisions may result in withholding of grant funds by OCJP.

- B. The following apply to federally funded grants only:

Note: Effective Fiscal Year 1992/93, the Federal criteria and requirements apply to the "implementing agency" responsible for the day-to-day operation of the project (e.g., Probation Department, District Attorney, Sheriff).

1. Criteria for Federal EEO Program Requirements for Grants in the Amount of \$25,000-\$499,999. (Does not apply to community-based organizations).

Federal regulations require qualified recipient agencies of federal financial assistance to prepare an Equal Employment Opportunity Program (EEOP) upon meeting all of the following criteria:

- a. Grantee has 50 or more employees.
- b. Grantee has received a total of \$25,000 or more in grants or subgrants since 1968.
- c. Grantee has a service population of 3% minority representation (If less than 3% minority population, the EEOP must be prepared to focus on women).

The EEOP must be developed for the implementing agency responsible for the day-to-day operations of the program.

2. Assurance of EEOP for Federal Grants of \$25,000-\$499,999

This implementing agency has formulated, or will formulate, implement, and maintain an EEOP within 60 calendar days of the date the Grant Award Face Sheet (*OCJP* A301) is signed by the Executive Director of OCJP. I also certify that the EEOP is/will be on file in the following Affirmative Action (A.A.) Office:

A.A. Officer: Ajita Patel

Title: Equal Employment Opportunity Officer

Address: 701 ocean Street, Room 310, Santa Cruz, CA 95060

Phone: (831) 454-2600

The EEOP is available for review or audit by officials of *OCJP* or the Federal Government, as required by relevant laws and regulations.

Additionally, I agree to submit a copy of said EEOP to OCJP (Attention: EEO Compliance Officer) within 60 calendar days of the Executive Director's signature on the *OCJP* A301.

3. Federal Grants of \$500,000 and Above

All applicants for federal grant funds of \$500,000 or more will submit a copy of their EEOP (developed for the implementing agency), or federal letter of compliance, to OCJP with the second stage application forms.

4. EEOP Updates for Continuing Federal Grants

Projects that have previously received a total of \$25,000 or more in federal grants, or a single award in the amount of \$500,000 or more, and have an approved EEOP on file with OCJP, are required to submit an annual update of their EEOP if funds are continued. The timeframe for EEOP updates are the same as identified in Section B, 2 and 3 above.

C. The following apply to all OCJP grantees:

1. In addition to this Certification, all *OCJP* grantees must have a current EEO Policy Statement, established by their agency, posted in a prominent place accessible to employees and applicants; and
2. The poster entitled "**Harassment or Discrimination in Employment is Prohibited by Law**" also must be posted in a conspicuous location accessible to employees and applicants. This poster may be obtained from the local office of the Department of Fair Employment and Housing.

**II. CALIFORNIA DRUG-FREE WORKPLACE ACT OF 1990 AND FEDERAL DRUG-FREE
WORKPLACE ACT OF 1988 REQUIREMENTS**

The above-named organization(s) will comply with the California Drug-Free Workplace Act of 1990 of California Government Code Section 8355, et seq., and the Federal Drug-Free Workplace Act of 1988, and implemented as 28 CFR, Part 67, Subpart F, for grantees, as defined in 28 CFR, Part 67, Sections 67.615 and 67.620 by:

- A. Publishing a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required in Government Code Section 8355(a).
- B. Establishing a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:
 - 1. The dangers of drug abuse in the workplace;
 - 2. The organization's policy of maintaining a drug-free workplace;
 - 3. Any available counseling, rehabilitation and employee assistance programs;
 - 4. Penalties that may be imposed upon employees for drug abuse violations.
- C. Providing as required by Government Code Section 8355(c) that every employee who works on the proposed grant:
 - 1. Will receive a copy of the company's drug-free policy statement;
 - 2. Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.
- D. Notifying the employee in the statement required that, as a condition of employment under the grant, the employee will:
 - 1. Abide by the terms of the statement;
 - 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.
- E. Notifying the agency, in writing, within ten (10) calendar days after receiving notice as required above from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position, and title to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, DC 20531. Notice shall include the identification number(s) of each affected grant.

- F. Taking one of the following actions, within 30 calendar days of receiving notice, with respect to any employee who is so convicted:
1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended;
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.
- G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of the above requirements.

III. CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

The above-named organization(s)/individual(s) will comply with the California Environmental Quality Act (CEQA) requirements as stated in the Public Resources Code, Division 13, Section 21000 et seq. and all other applicable rules and regulations.

All appropriate documentation will be maintained on file by the project and available for OCJP or public review upon request.

IV. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented as 28 CFR, Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR, Part 69, the applicant certifies that:

- A. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers [including subgrants, contracts under grants and cooperative agreements and subcontract(s)] and that all subrecipients shall certify and disclose accordingly.

V. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (applies to federally funded grants only)

As required by Executive Order 12549, Debarment and Suspension, and implemented at **28 CFR**, Part 67, for prospective participants in primary covered transactions, as defined at **28 CFR**, Part 67, Section 67.510, the applicant certifies that it and its principals:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency.
- B. Have not, within a three-year period preceding this application, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- C. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with, commission of any of the offenses enumerated above.
- D. Have not, within a three-year period preceding this application, had one or more public transactions (federal, state, or local) terminated for cause or default.

Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

VI. PROOF OF AUTHORITY FROM CITY COUNCIL/GOVERNING BOARD

The above named organization accepts responsibility for and will comply with the requirement to obtain written authorization from the city council/governing board in support of this program. The Applicant agrees to provide all matching funds required for said project (including any amendment thereof) under the Program and the funding terms and conditions of **OCJP**, and that any cash match will be appropriated as required. It is agreed that any liability arising out of the performance of this Grant Award Agreement, including civil court actions for damages, shall be the responsibility of the grant recipient and the authorizing agency. The State of California and **OCJP** disclaim responsibility of any such liability. Be it further resolved that grant funds received hereunder shall not be used to supplant expenditures controlled by this body.

The Applicant is required to obtain written authorization from the city council/governing board that the official executing this agreement is, in fact, authorized to do so. The Applicant is also required to maintain said written authorization on file and readily available upon demand.

All appropriate documentation must **be** maintained on file by the project and available for **OCJP** or public scrutiny upon request. Failure to comply with these requirements may result in suspension of payments under the grant or termination of the grant or both and the grantee may be ineligible for award of any future grants if the Office of Criminal Justice Planning (OCJP) determines that any of the following has occurred: (1) the grantee has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

CERTIFICATION

I, the official named below, am the same individual authorized to sign the Grant Award Agreement [line 13 on Grant Award Face Sheet], and hereby swear that I am duly authorized legally to bind the contractor or grant recipient to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.

Authorized Official's Signature: Kathryn Canlis

Authorized Official's Typed Name: Kathryn Canlis

Authorized Official's Title: District Attorney

Date Executed: April 25, 2002

Federal ID Number: 94-6000534

Executed in the City/County of Santa Cruz

AUTHORIZED BY:

- ☐ City/County Financial Officer
☐ City Manager
☐ Governing Board Chair

Signature: _____

Typed Name: Jan Beautz

Title: Chairperson, Board of Supervisors

GOVERNOR'S OFFICE OF CRIMINAL JUSTICE PLANNING (OCJP A301)
GRANT AWARD FACE SHEET

0065

The Office of Criminal Justice Planning, hereafter designated OCJP, hereby makes a grant award of funds to the following Administrative Agency **(1)** COUNTY OF SANTA CRUZ

hereafter designated Grantee, in the amount and for the purpose and duration set forth in this grant award.

(2) Implementing Agency Name SANTA CRUZ COUNTY DISTRICT ATTORNEY

Contact KATHRYN CANLIS Address 701 Ocean Street, Rm 200, Santa Cruz, CA 95060
Telephone **(831) 454-2400**

(3) Project Title (60 characters maximum) STATUTORY RAPE VERTICAL PROSECUTION PROGRAM	(6) Award No.
(4) Project Director (Name, Title, Address, Telephone) (four lines maximum) KATHRYN CANLIS, DISTRICT ATTORNEY 701 OCEAN STREET, ROOM 200 SANTA CRUZ, CA 95060 (831) 454-2400	(7) Grant Period July 1, 2002 to June 30, 2003
(5) Financial Officer (Name, Title, Address, Telephone) (four lines maximum) ERIC SEIB, ADMINISTRATIVE SERVICES OFFICER 701 OCEAN STREET, ROOM 200 SANTA CRUZ, CA 95060 (831) 454-2400	(8) Federal Amount \$0
	(9) State Amount \$150,000
	(10) Cash Match \$0
	(11) In-Kind Match \$0
(12) Total Project Cost \$150,000	

This grant award consists of this title page, the proposal for the grant which is attached and made a part hereof, and the Assurance of Compliance forms which are being submitted. I hereby certify that: **(1)** I am vested with authority to, and have the approval of the City/County Financial Officer, City Manager, or Governing Board Chair, enter into this grant award agreement; and **(2)** all funds received pursuant to this agreement will be spent exclusively on the purposes specified. The grant recipient signifies acceptance of this grant award and agrees to administer the grant project in accordance with the statute(s), the Program Guidelines, the **OCJP** Grantee Handbook, and the OCJP audit requirements, as stated in this Request for Proposal (RFP) or Request for Application (RFA). The grant recipient further agrees to all legal conditions and terms incorporated by reference in this RFP/RFA.

FOR OCJP USE ONLY

Item:

Chapter:

PCA No.:

Components No.:

Project No.:

Amount:

Split Fund:

Split Encumber:

Year:

Ftd. Cat. #:

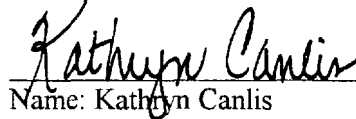
Match Requirement:

Fund:

Program:

Region:

(13) Official Authorized to Sign for
Applicant/Grant Recipient


Name: Kathryn Canlis

Title: District Attorney

Address: 701 Ocean Street, Rm. 200, Santa Cruz, CA 95060

Telephone: (831) 454-2400

Date: April 25, 2002

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purposes of this expenditure stated above.

Fiscal Officer, OCJP Date

Executive Director, OCJP Date

PROJECT SERVICE AREA INFORMATION

0066

1. COUNTY OR COUNTIES SERVED: Enter the name(s) of the county or counties served by the project. Put an asterisk where the principal office of the project is located.

Santa Cruz *

PROJECT CONTACT INFORMATION

0067

Applicant: COUNTY OF SANTA CRUZImplementing Agency (if applicable): SANTA CRUZ COUNTY DISTRICT ATTORNEYProject Title: STATUTORY RAPE VERTICAL PROSECUTION PROGRAM

Grant Number (to be added by OCJP): _____

Provide the name, title, address, telephone number, and e-mail address for the project contact persons named below. **If a section does not apply to your project, enter "N/A."**

1. The person having day-to-day responsibility for the project:

Name: Anastasia Rozinsky
Title: Assistant District Attorney
Address: 701 Ocean Street, Room 200, Santa Cruz, CA 95060
Telephone Number: (831) 454-2400 Fax Number: (831) 454-2227
E-Mail Address:

2. The person to whom the person listed in #1 is accountable:

Name: Gary Brayton
Title: Assistant District Attorney
Address: 701 Ocean Street, Room 200, Santa Cruz, CA 95060
Telephone Number: (831) 454-2400 Fax Number: (831) 454-2227
E-Mail Address:

3. The executive director of a nonprofit organization or the chief executive officer (e.g., chief of police, superintendent of schools) of the implementing agency:

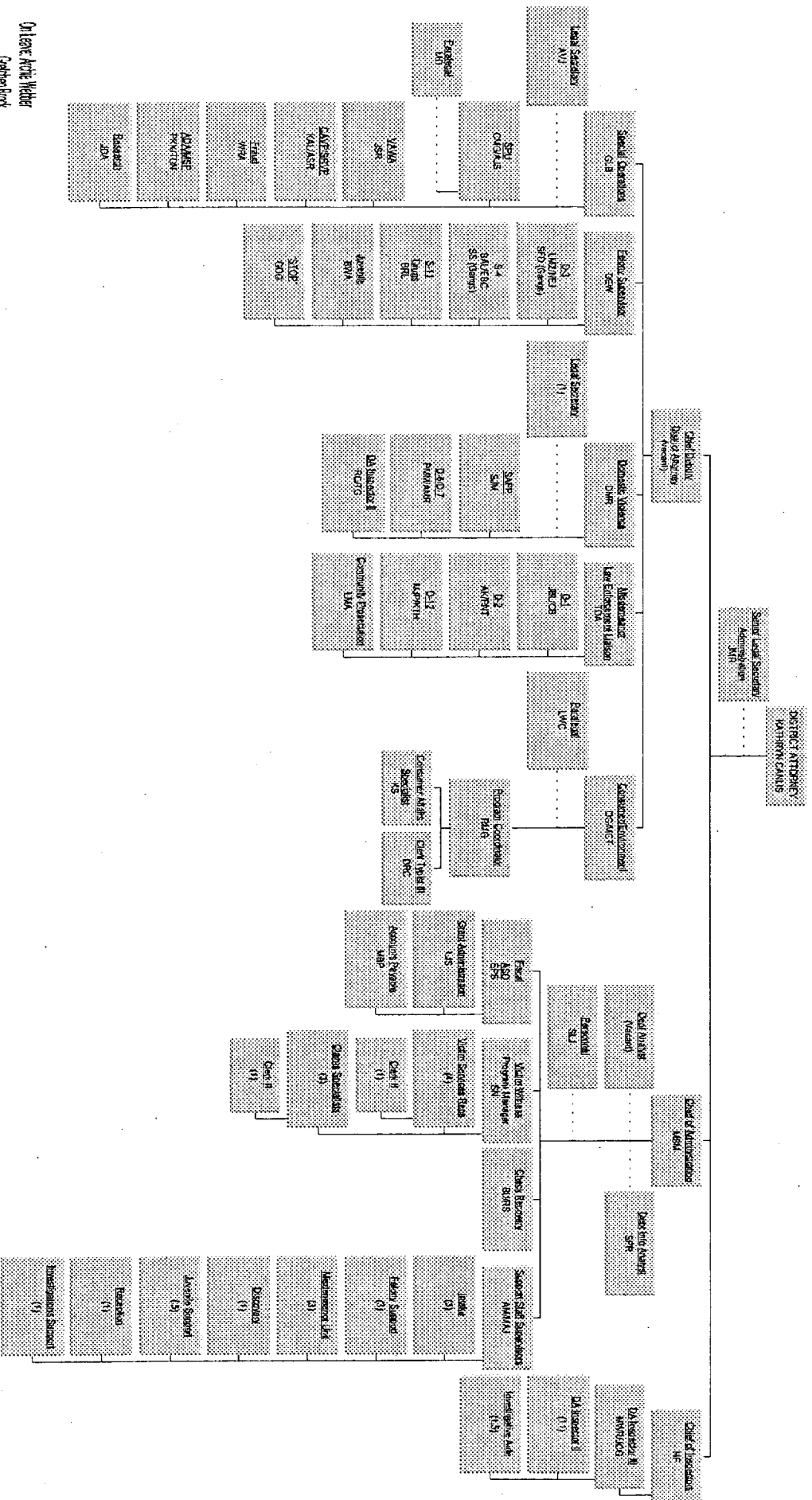
Name: Kathryn Canlis
Title: District Attorney
Address: 701 Ocean Street, Room 200, Santa Cruz, CA 95060
Telephone Number: (831) 454-2400 Fax Number: (831) 454-2227
E-Mail Address:

4. The chair of the governing body of the implementing agency: (Provide address and telephone number other than that of the implementing agency.)

Name: Jan Beutz
Title: Chairperson, Board of Supervisors
Address: 701 Ocean Street, Room 500, Santa Cruz, CA 95060
Telephone Number: (831) 454-2400 Fax Number: (831) 454-2227
E-Mail Address:

5. The person responsible for the project from the applicant agency, if different than #1:

Name: Eric Seib
Title: Administrative Services Officer
Address: 701 Ocean Street, Room 200, Santa Cruz, CA 95060
Telephone Number: (831) 454-2400 Fax Number: (831) 454-2227
E-Mail Address:



PROJECT NARRATIVE

1. PROBLEM

The problem that our community faces from occurrences of sexual relations between children and adults cannot be described in simple terms or defined merely as violations of the law. In a society that stresses youth and the desire to be youthful, we must work harder than ever to protect the youth that is so envied. More and more, children are trying to be adult-like and adults continually are reverting to more youthful endeavors. This in itself is not problem that our project will attempt to address but rather it will address those adults that for these and other reasons seek to prey on those that are not of age and either desire to be more adult-like or believe themselves to be ready for relationships that are both illegal as well as dangerous to their own health and welfare.

Research shows that young girls who are sexually active may contract sexually transmitted diseases and fail to get proper medical care because they wish to avoid having their relationships known. Long term health concerns may occur because of teenage sexual activity and unanticipated pregnancies, which may be life-threatening and often results in the young girl dropping out of high school and resigning herself and her child to a life of poverty.

A failure to aggressively address unlawful intercourse between adult and child leads to devastating and life-altering consequences for young people.

We believe that effective prosecution combined with strong educational programs deters sexual contact between adults and minors who are not emotionally and physically ready for intercourse. This will decrease teen pregnancy.

The most effective way to prosecute these cases is by having a Statutory Rape Team, vertically prosecuting these cases. The vertical prosecution of these crimes allow for a more thorough and effective approach to the problems both legally and socially created by the activities identified in the Penal Code. It will be the intent of our team approach to this project to incorporate both the illegality and the harmful effect this activity has on its victims. Bringing together our investigator, attorney, and victim advocate to together on these cases will provide for a more comprehensive plan in responding to the concerns of the victim and the community as a whole. It is not only the intent of our agency to improve the quality of prosecution of these crimes, but to extend ourselves as a voice for those that all too often cannot - or will not - speak of the damage brought upon them by perpetrators of these crimes.

One indicator of the problem that our project is designed to address can be illustrated by the following statistical information regarding teen births provided by the Santa Cruz County Health Services Agency. In 2001, there were 113 births to teens of the age of 17

and under. In comparison to the total birthing population, the teens had higher rates of inadequate care, late or no prenatal care, low birthweight babies, and pre-term births. Of these births, two were to teens ages fourteen and under. Thus far, in 2002 alone, we have three victims in statutory rape cases, who have given birth at ages twelve and thirteen. Of the teen births in the county, a significant number were fathered by men over the age of 21.

SRVP cases will be vertically prosecuted in "true" vertical fashion. The project will be staffed by one attorney (having the day-to-day responsibility for the project, also known as the "Project Manager"), a supervising attorney (to whom the Project Manager is accountable), one investigator, and a victim services representative. The attorneys will report to the Special Operations Supervisor, who is responsible for all vertical prosecution programs within our office.

2. PLAN

The goal of the Santa Cruz County's Statutory Rape Vertical Prosecution Program is to increase the reporting and prosecution rates for Penal Code section 261.5 violations.

(A) Project Description: The program will implement an aggressive strategy of vertical investigation and vertical prosecution to achieve that goal. The program staff will conduct outreach activities designed to create more referrals to the unit. The staff will be in frequent contact with community organizations, public agencies, schools and others to increase awareness of the problem of statutory rape, and to obtain appropriate referrals for investigation and prosecution.

All Penal Code section 261.5 referrals to the program will be vertically investigated from its initial referral to the District Attorney's Office. All Penal Code section 261.5 prosecutions (felony and misdemeanor) will be handled vertically by one of the program prosecutors, from charging the case through pre-trial appearances, preliminary hearings, and final, trial. This program will employ "True Vertical" prosecution. All victims will be referred to the Victim Advocate within the District Attorney's Office as soon as possible.

(B) Projected objectives and activities: See attached Fiscal Year (FY) 2002/2003 Project Objectives. Activities designed to meet those objectives will include providing law enforcement training regarding the identification and investigation of potential 261.5 cases, providing trainings and information to high school administrators, providing information and outreach to community organizations that come into contact with the potential SRVP victims (and defendants), continuing to work with Public Health Nurses and the staff of medical clinics and Child Protective Services regarding the need to report instances of statutory rape as well as speaking at schools and making presentations to students on the dangers of statutory rape. These activities are all designed to maximize reporting of statutory rape cases and inform the public as to why these laws exist. The SRVP Team

will continue to work with the Department of Child Support Services to facilitate their reporting of potential statutory rape cases to the office and to coordinate orders necessary to protect the victims and ensure that the perpetrators become productive - and responsible - members of society.

All assigned staff to the program either meet or exceed the training and experience standards required by OCJP guidelines. Training opportunities directly related to the project will be mandated for all staff involved to insure compliance with the grant requirements as well as increase the effectiveness of our team.

(C) Source Documentation: All program files, case intake log, defendant data on all cases referred to the SRVP program shall be maintained within the District Attorney's file management system. The tracking of cases for the program shall be done in accordance with current office procedures within the case management system. This system provides recording of court appearances, charging, dispositions, and other data throughout all stages of prosecution. We will make every effort to work with OCJP staff in both evaluation of the SRVP program and in its successful operation within Santa Cruz County.

Statistical information contained within this narrative has been provided by the Santa Cruz County Health Services Agency within the "Birth Certificate Summary and Perinatal Indicators" for 2001.

3. IMPLEMENTATION

(A) Organizational Chart: See attached.

(B) Operational Agreements: See attached.

STATUTORY RAPE VERTICAL PROSECUTION (SRVP) OBJECTIVES

FISCAL YEAR (FY) 2002/2003 PROJECT OBJECTIVES

Instructions for Completing Form

Enter the projected number to be achieved by the SRVP grant funded personnel during FY 2002/2003 for each objective listed below. All projects are required to complete the baseline data information using their most current SRVP statistics from FY 2002/2003.

OBJECTIVE		BASELINE FY 01/02	PROJECTED
FOR SRW PROSECUTORS			
1.	Enter the number of SRVP defendants with new cases referred to the SRVP unit.	40	40
2.	Enter the number of defendants with cases reviewed by the SRVP unit.	40	40
3.	Enter the number of cases filed by the SRVP unit.	35	35
4.	Enter the number of defendants whose felony cases were completed through sentencing.	30	30
5.	Enter the number of defendants whose misdemeanor cases were completed through sentencing. (Include only cases filed as misdemeanors)	5	5
FOR SRVP INVESTIGATORS			
1.	Enter the number of new files opened.	15	15
2.	Enter the number of files acted upon (Include new files opened)	15	15
FOR SRVP ADVOCATES			
1.	Enter the number of new teen primary victims referred.	40	40
2.	Enter the number of advocate cases receiving advocate services (Include new referrals)	37	37

BUDGET NARRATIVE

The budget presented in this application provides the infrastructure for the SRVP program for Santa Cruz County. It is a plan for the implementation and support of a well thought out and focused program to address a serious legal and social problem that effects not only this community but communities through out the nation. The resources provided by this grant will allow for a directed vertical prosecution program that can provide both the expertise and commitment to impact this issue. With only a minimal allocation to administrative costs incurred by the grant, these funds shall be dedicated to the exclusive benefit of the program.

Our budget request reflects our perspective that an integrated team approach with the Child Abuser Vertical Prosecution (CAVP) Program will provide the best opportunity in maintaining an effective program in both targeted areas. The personnel category of the budget funds a .75 FTE attorney, a .25 FTE attorney, a .25 FTE investigator, and a .20 FTE victim services advocate dedicated to the SRVP program. The use of two partial attorneys rather than one attorney full time is a conscious decision designed to maximize the effectiveness of our program. It is our belief that the two assigned attorneys will bring a broader perspective and range of experience to these important cases, while also allowing for a greater degree of flexibility within our office. This approach has a proven track record in this office by increasing the effectiveness of our prosecution efforts. All project staff members have extensive experience in dealing with sexual assault cases. It is anticipated that the only modifications foreseen in the personnel area would be salary adjustments due to negotiated agreements between employee organizations and the County.

No subcontracts or unusual expenditures are anticipated, and we are not requesting to purchase any equipment. Our main focus is to dedicate most of the funding to project staff and necessary training.

It is the position of our agency that training is a vital component of increasing the effectiveness and efficiency of the program. Our commitment to training is reflected in this budget and includes all members of the project's team. As further information becomes available during the grant year regarding training opportunities we may request modifications to this line item to better utilize training funds.

As mentioned above, administrative or indirect costs are kept to a minimum so that resources can be mainly devoted to the vertical prosecution program. We have also budgeted funding to cover the required audit and Internet connections and maintenance.

BUDGET CATEGORY AND LINE ITEM DETAIL	
A. Personal Services - Salaries/Employee Benefits	COST
1. .75 FTE ASSISTANT DISTRICT ATTORNEY SALARY @ 86,979 ANNUAL @ .75 FTE OASDI EMPLOYEE INSURANCE	 \$65,231 \$4,890 \$5,021
2. 0.25 FTE ASSISTANT DISTRICT ATTORNEY SALARY @ 113,563 ANNUAL @ .25 FTE OASDI EMPLOYEE INSURANCE	 \$28,391 \$1,728 \$1,173
3. 0.25 FTE DA INSPECTOR II SALARY @ 73,587 ANNUAL @ .25 FTE OASDI EMPLOYEE INSURANCE PERS RETIREMENT	 \$18,397 \$267 \$1,285 \$642
4. 0.2 FTE DA VICTIM SERVICES REPRESENTATIVE SALARY @ 41,579 ANNUAL @ .2 FTE OASDI EMPLOYEE INSURANCE PERS RETIREMENT	 \$8,316 \$636 \$828 \$560
TOTAL	\$137,377

OCJP-A303a (Rev. 7/97)

BUDGET CATEGORY AND LINE ITEM DETAIL	COST
<p>1. REQUIRED CONFERENCE AND TRAINING:</p> <p>OCJP VICTIM SERVICES CONFERENCE</p> <p>(A) REGISTRATION AT \$200 EACH FOR TWO ASSIGNED STAFF \$400</p> <p>(B) PER DIEM AT \$41 EACH FOR TWO STAFF \$82</p> <p>3 R CONFERENCE</p> <p>(A) REGISTRATION AT \$80, MEMBERSHIP AT \$25 \$105</p> <p>(B) PER DIEM FOR ONE DAY AT \$41 EACH STAFF \$41</p> <p>CDA A TRAINING: 5 DAYS</p> <p>(A) REGISTRATION @ \$150 EACH FOR TWO STAFF \$300</p> <p>(B) PER DIEM @ \$41 PER DAY FOR TWO STAFF \$410</p> <p>(C) HOTEL FOR DURATION OF CONFERENCE \$850</p>	
2. AUDIT COSTS:	\$500
3. COMPUTER SERVICES INCLUDING INTERNET:	\$2,792
<p>4. INDIRECT COSTS:</p> <p>An amount not to exceed 5% of the actual total direct project costs, excluding equipment.</p>	\$7,143
TOTAL	\$12,623

BUDGET CATEGORY AND LINE ITEM DETAIL				
C. Equipment				COST
NO EQUIPMENT				\$0
CATEGORY TOTAL				\$0
PROJECT TOTAL				\$150,000
FUND DISTRIBUTION	FEDERAL	STATE	CASH MATCH	IN-KIND MATCH
1. Amount of Funds				
2. Percentage of Funds				

ICJP-A303c (Rev. 7/97)

THE APPLICATION APPENDIX

1. Operational Agreements
2. Additional Signature Authorization

ADDITIONAL SIGNATURE AUTHORIZATION

0078

Grant Award #: _____

Applicant: SANTA CRUZ COUNTY DISTRICT ATTORNEY'S OFFICE

Project Title: STATUTORY RAPE VERTICAL PROSECUTION PROGRAM

Grant Period: July 1, 2002 to June 30, 2003

The following persons are authorized to sign for:

Project Director

Kathryn Canlis
Signature

Kathryn Canlis
Name

Michael McFarland
Signature

Michael McFarland
Name

Signature

Name

Signature

Name

Signature

Name

Financial Officer

Eric P. Seib
Signature

Eric Seib
Name

Signature

Name

Signature

Name

Signature

Name

Signature

Name

Approved By:

Project Director : _____

Date

Financial Officer: _____

Date

Regional/Local
Planning Director: _____

Date

0079

Capitola Police Department and Victim/Witness Assistance Center
Operational Agreement
FY 2001 - 2002

This Operational Agreement stands as evidence that the **Capitola Police Department** and the **Santa Cruz County District Attorney's Office, Victim/Witness Assistance Center** intend to work together toward the mutual goal of providing the maximum available assistance for violent crime victims in Santa Cruz County. Both agencies believe that the implementation of this Operational Agreement will further this goal. Therefore, each agency agrees to participate by co-ordinating services to crime victims and their families.

The Victim/Witness Assistance Center will closely co-ordinate the following services with the Capitola Police Department on all cases involving violent crime including driving under the influence with injury or death to a person other than the driver and hit and run with injury or death:

- ▶ Training to officers in victims' rights and resources.
- ▶ Provision of sensitive direct services to violent crime victims and their families including criminal justice advocacy, court support and accompaniment, resource and referral counseling, criminal case information and crisis intervention.
- ▶ Cooperation with the exchange of information including referrals of copies of police reports.
- ▶ Assistance with claims for reimbursement of crime related expenses from the State Victims of Crime Program
- ▶ Cross-training as needed.

These services shall be monitored by on-going case management and staff supervision, client follow-up and inter-agency training and meetings necessary to maintain sensitive and quality service to the crime victims of Santa Cruz County.

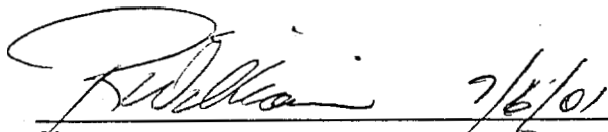
We, the undersigned, as authorized representatives of the Capitola Police Department and the Santa Cruz County District Attorney's Office, Victim/Witness Assistance Center, do hereby approve this document.


Signature _____ Date 7/3/01

Sylvia L. Nieto, Program Manager

Type Name and Title

Victim Witness Assistance Center


Signature _____ Date 7/6/01

Roger Williams, Interim Chief

Type Name and Title

Capitola Police Department

Santa Cruz County Sheriff's Office and Victim/Witness Assistance Center
Operational Agreement
FY 2001-2002

0080

This Operational Agreement stands as evidence that the **Santa Cruz County Sheriffs Office** and the **Santa Cruz County District Attorney's Office, Victim/Witness Assistance Center** intend to work together toward the mutual goal of providing the maximum available assistance for violent crime victims in Santa Cruz County. Both agencies believe that the implementation of this Operational Agreement will further this goal. Therefore, each agency agrees to participate by co-ordinating services to crime victims and their families.

The Victim/Witness Assistance Center will closely co-ordinate the following services with the Santa Cruz County Sheriffs Office on all cases involving violent crime including driving under the influence with injury or death to a person other than the driver, vehicular manslaughter and hit and run with injury or death:

- ▶ Training to officers in victims' rights and resources.
- ▶ Provision of sensitive direct services to violent crime victims and their families all services mandated by Penal Code Section 13835.5 including criminal justice advocacy, court support and accompaniment, resource and referral counseling, criminal case information and crisis intervention.
- ▶ Cooperation with the exchange of information including referrals of copies of Sheriffs reports.
- ▶ Assistance with claims for reimbursement of crime related expenses from the State Victims of Crime Program
- ▶ Employer Notification upon request of the victim.
- ▶ Cross-training as needed.
- ▶ Exchange of information, client referral and case follow-up for the Sexual Assault Response Team.

These services shall be monitored by on-going case management and staff supervision, client follow-up and inter-agency training and meetings necessary to maintain sensitive and quality service to the crime victims of Santa Cruz County.

We, the undersigned, as authorized representatives of the Santa Cruz County Sheriffs Office and the Santa Cruz County District Attorney's Office, Victim/Witness Assistance Center, do hereby approve this document.

Sylvia L. Nieto 7/3/01
Signature Date

Mark Tracy
Signature Date

Sylvia L. Nieto, Program Manager

Mark Tracy, Santa Cruz County Sheriff

Type Name and Title

Mark Tracy, Sheriff-Coroner
Type Name and Title

Victim Witness Assistance Center

Santa Cruz County Sheriffs Office

Women's Crisis Support and Victimwitness Assistance Center
Operational Agreement
FY 2001-2002

0081

This Operational Agreement stands as evidence that **Women's Crisis Support (WCS)** and **Victim/Witness Assistance Center (V/WAC)** intend to work together toward the mutual goal of providing maximum available assistance for sexual assault crime victims residing in Santa Cruz County. Both agencies believe that implementation by Women's Crisis Support of the Sexual Assault Victim Services & Prevention Program grant and the Multi-Disciplinary Sexual Assault Response Team Advocate grant will further this goal.

To this end, both agencies agree to participate in the program by coordinating/providing the following services:

- ▶ WCS project staff will be available to V/WAC for phone and in-person crisis intervention to rape survivors through our 24-hour crisis line and in-person advocacy response system.
- ▶ Specifically, WCS project staff will provide:
 - a. Crisis intervention counseling, information and referrals.
 - b. On-call Advocates available for accompaniment and advocacy at the hospital or with law enforcement on a 24-hour basis. This includes participation in the Sexual Assault Response Team.
 - c. Accompaniment to criminal justice system-related appointments and appearances.
 - d. Safe shelter for women and their children at a confidential location.
 - e. TRO preparation assistance and court accompaniment.
 - f. Drop-in peer group and individual counseling at the WCS office.
 - g. Training on sexual assault-related issues and WCS services, as requested.
- ▶ On an annual basis, WCS will initiate a meeting with representatives of V/WAC staff to discuss strategies, time tables, and implementation of mandated services.
- ▶ V/WAC will biannually train WCS volunteers and staff about V/WAC procedures and services as they relate to sexual assault victims.

We, the undersigned, as authorized representatives of Women's Crisis Support and Victim/Witness Assistance Center, do hereby approve this document.

Sylvia L. Nieto 7/3/01
Signature Date

Sylvia L. Nieto, Program Manager

Type Name and Title

Victim/Witness Assistance Center

Celia Organista 7-11-01
Signature Date

Celia Organista, Executive Director

Type Name and Title

Women's Crisis Support

Santa Cruz Police Department and Victim/Witness Assistance Center
Operational Agreement
FY 2001-2002

0082

This Operational Agreement stands as evidence that the **Santa Cruz Police Department** and the **Santa Cruz County District Attorney's Office, Victim/Witness Assistance Center** intend to work together toward the mutual goal of providing the maximum available assistance for violent crime victims in Santa Cruz County. Both agencies believe that the implementation of this Operational Agreement will further this goal. Therefore, each agency agrees to participate by co-ordinating services to crime victims and their families.

The Victim/Witness Assistance Center will closely co-ordinate the following services with the Santa Cruz Police Department on all cases involving violent crime including driving under the influence with injury or death to a person other than the driver, vehicular manslaughter and hit and run with injury or death:

- ▶ Training to officers in victims' rights and resources.
- ▶ Provision of sensitive direct services to violent crime victims and their families including criminal justice advocacy, court support and accompaniment, resource and referral counseling, criminal case information and crisis intervention.
- ▶ Co-ordinate services with the Santa Cruz Police Department's Domestic Violence/Juvenile Victim Advocate, Julie Schneider.
- ▶ Cooperation with the exchange of information including referrals of copies of police reports.
- ▶ Assistance with claims for reimbursement of crime related expenses from the State Victims of Crime Program
- ▶ Cross-training as needed.

These services shall be monitored by on-going case management and staff supervision, client follow-up and inter-agency training and meetings necessary to maintain sensitive and quality service to the crime victims of Santa Cruz County.

We, the undersigned, as authorized representatives of the Santa Cruz Police Department and the Santa Cruz County District Attorney's Office, Victim/Witness Assistance Center, do hereby approve this document.

Sylvia L. Nieto 7/3/01
Signature Date

Steve Belcher 7-5-01
Signature Date

Sylvia L. Nieto, Program Manager

Steve Belcher, Chief

Type Name and Title

Steve Belcher
Type Name and Title

Victim Witness Assistance Center

Santa Cruz Police Department

**Watsonville Police Department and Victim/Witness Assistance Center
Operational Agreement
FY 2001 - 2002**

0083

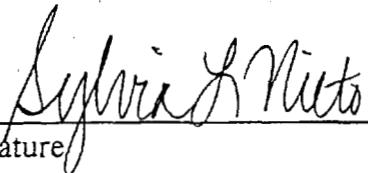
This Operational Agreement stands as evidence that the **Watsonville Police Department** and the **Santa Cruz County District Attorney's Office, Victimwitness Assistance Center** intend to work together toward the mutual goal of providing the maximum available assistance for violent crime victims in Santa Cruz County. Both agencies believe that the implementation of this Operational Agreement will further this goal. Therefore, each agency agrees to participate by co-ordinating services to crime victims and their families.

The Victim/Witness Assistance Center will closely co-ordinate the following services with the Watsonville Police Department on all cases involving violent crime including driving under the influence with injury or death to a person other than the driver, vehicular manslaughter and hit and run with injury or death:

- ▶ Training to officers in victims' rights and resources.
- ▶ Provision of sensitive direct services to violent crime victims and their families including criminal justice advocacy, court support and accompaniment, resource and referral counseling, criminal case information and crisis intervention.
- ▶ Cooperation with the exchange of information including referrals of copies of police reports.
- ▶ Assistance with claims for reimbursement of crime related expenses from the State Victims of Crime Program
- ▶ Cross-training as needed.

These services shall be monitored by on-going case management and staff supervision, client follow-up and inter-agency training and meetings necessary to maintain sensitive and quality service to the crime victims of Santa Cruz County.

We, the undersigned, as authorized representatives of the Watsonville Police Department and the Santa Cruz County District Attorney's Office, Victim/Witness Assistance Center, do hereby approve this document.

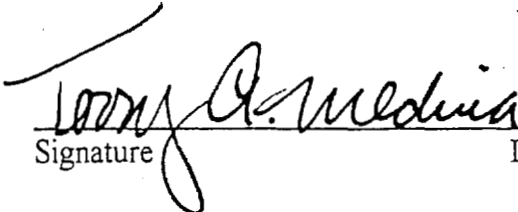
 7/3/01

Signature Date

Sylvia L. Nieto, Program Manager

Type Name and Title

Victim Witness Assistance Center

 7-06-01

Signature Date

Terry Medina; Chief

Type Name and Title

Watsonville Police Department

**Santa Cruz County Highway Patrol and Victim/Witness Assistance Center
Operational Agreement
FY 2001-2002**

0084

This Operational Agreement stands as evidence that the **Santa Cruz Highway Patrol** and the **Santa Cruz County District Attorney's Office, Victim/Witness Assistance Center** intend to work together towards the mutual goal of providing the maximum available assistance for violent crime victims in Santa Cruz County. Both agencies believe that the implementation of this Operational Agreement will further this goal. Therefore, each agency agrees to participate by co-ordinating services to crime victims and their families.

The Victim/Witness Assistance Center will closely co-ordinate the following services with the Santa Cruz Highway Patrol on all cases involving violent crime including driving under the influence with injury or death to a person other than the driver, vehicular manslaughter and hit and run with injury or death:

- ▶ Training to officers in victims' rights and resources.
- ▶ Provision of sensitive direct services to violent crime victims and their families including criminal justice advocacy, court support and accompaniment, resource and referral counseling, criminal case information and crisis intervention.
- ▶ Cooperation with the exchange of information including referrals of copies of police reports.
- ▶ Assistance with claims for reimbursement of crime related expenses from the State Victims of Crime Program
- ▶ Cross-training as needed.

These services shall be monitored by on-going case management and staff supervision, client follow-up and inter-agency training and meetings necessary to maintain sensitive and quality service to the crime victims of Santa Cruz County.

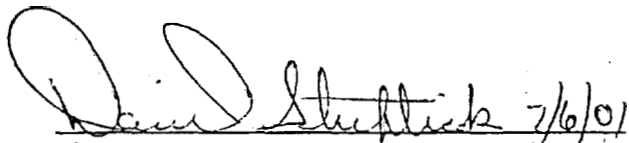
We, the undersigned, as authorized representatives of the Santa Cruz County Highway Patrol and the Santa Cruz County District Attorney's Office, Victim/Witness Assistance Center, do hereby approve this document.


Signature Date

Sylvia L. Nieto, Program Manager

Type Name and Title

Victim Witness Assistance Center


Signature Date

Dave Stuflick, Commander

Type Name and Title

Santa Cruz County Highway Patrol

**UCSC Police Department and Victim/Witness Assistance Center
Operational Agreement
FY 2001 - 2002**

0085

This Operational Agreement stands as evidence that the **University of California, Santa Cruz (UCSC) Police Department** and the **Santa Cruz County District Attorney's Office, Victim/Witness Assistance Center** intend to work together toward the mutual goal of providing the maximum available assistance for violent crime victims in Santa Cruz County. Both agencies believe that the implementation of this Operational Agreement will further this goal. Therefore, each agency agrees to participate by co-ordinating services to crime victims and their families.

The Victim/Witness Assistance Center will closely co-ordinate the following services with the UCSC Police Department on all cases involving violent crime including driving under the influence with injury or death to a person other than the driver and hit and run with injury or death:

- ▶ Training to officers in victims' rights and resources.
- ▶ Provision of sensitive direct services to violent crime victims and their families including criminal justice advocacy, court support and accompaniment, resource and referral counseling, criminal case information and crisis intervention.
- ▶ Cooperation with the exchange of information including referrals of copies of police reports.
- ▶ Assistance with claims for reimbursement of crime related expenses from the State Victims of Crime Program
- ▶ Cross-training as needed.

These services shall be monitored, by on-going case management and staff supervision, client follow-up and inter-agency training and meetings necessary to maintain sensitive and quality service to the crime victims ~~of~~ Santa Cruz County.

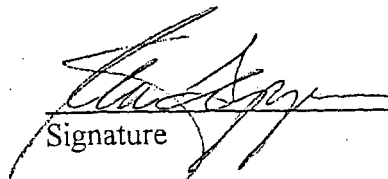
We, the undersigned, as authorized representatives of the University of California, Santa Cruz Police Department and the Santa Cruz County District Attorney's Office, Victim/Witness Assistance Center, do hereby approve this document.

 7/3/01
Signature Date

Sylvia L. Nieto, Program Manager

Type Name and Title

Victim Witness Assistance Center

 7/10/01
Signature Date

Jan Tepper, Chief

Type Name and Title

UCSC Police Department

Scotts Valley Police Department and Victim/Witness Assistance Center
Operational Agreement
FY 2001- 2002

0086

This Operational Agreement stands as evidence that the **Scotts Valley Police Department** and the **Santa Cruz County District Attorney's Office, Victim/Witness Assistance Center** intend to work together toward the mutual goal of providing the maximum available assistance for violent crime victims in Santa Cruz County. Both agencies believe that the implementation of this Operational Agreement will further this goal. Therefore, each agency agrees to participate by co-ordinating services to crime victims and their families.

The Victim/Witness Assistance Center will closely co-ordinate the following services with the Scotts Valley Police Department on all cases involving violent crime including driving under the influence with injury or death to a person other than the driver, vehicular manslaughter and hit and run with injury or death:

- ▶ Training to officers in victims' rights and resources.
- ▶ Provision of sensitive direct services to violent crime victims and their families including criminal justice advocacy, court support and accompaniment, resource and referral counseling, criminal case information and crisis intervention.
- ▶ Cooperation with the exchange of information including referrals of copies of police reports.
- ▶ Assistance with claims for reimbursement of crime related expenses from the State Victims of Crime Program
- ▶ Cross-training as needed.

These services shall be monitored by on-going case management and staff supervision, client follow-up and inter-agency training and meetings necessary to maintain sensitive and quality service to the crime victims of Santa Cruz County.

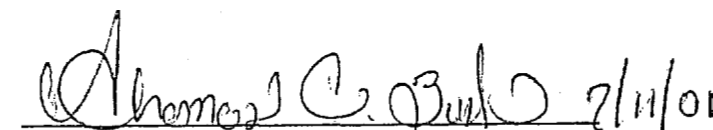
We, the undersigned, as authorized representatives of the Scotts Valley Police Department and the Santa Cruz County District Attorney's Office, Victim/Witness Assistance Center, do hereby approve this document.


Signature Date

Sylvia L. Nieto, Program Manager
Victim Witness Assistance Center

Type Name and Title

Victim/Witness Assistance Center


Signature Date

THOMAS C. BUSH
~~Stephen Walpole~~, Chief
Scotts Valley Police Department

Type Name and Title

Scotts Valley Police Center

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0087
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MEMORANDUM OF UNDERSTANDING (MOU)
between
COUNTY OF SANTA CRUZ HUMAN RESOURCES AGENCY
FAMILY AND CHILDREN'S SERVICES
and
CALIFORNIA STATE PARKS SANTA CRUZ DISTRICT
CAPITOLA POLICE DEPARTMENT.
COUNTY OF SANTA CRUZ OFFICE OF THE DISTRICT ATTORNEY
SANTA CRUZ COUNTY SHERIFF
SANTA CRUZ POLICE DEPARTMENT
SCOTTS VALLEY POLICE DEPARTMENT
UNIVERSITY OF CALIFORNIA AT SANTA CRUZ POLICE DEPARTMENT
WATSONVILLE POLICE DEPARTMENT

I. Purpose and Objectives

The purpose of this Memorandum of Understanding (MOU) is to outline a coordinated system for responding to and investigating allegations of child abuse and neglect by County of Santa Cruz Human Resources Agency Family and Children's Services (a.k.a. Child Welfare Services [CWS]) and local law enforcement (LE) agencies.

By describing a system for joint investigation of child abuse and neglect, this MOU will eliminate duplication of effort and promote proper and expeditious collection and preservation of evidence. Use of this MOU will promote collaboration, sharing of information, coordination of investigations, and engagement in a shared decision-making process, where appropriate. Ultimately, this system will result in minimized trauma, positive outcomes for child victims, and will facilitate apprehension and prosecution of alleged perpetrators of child abuse.

II. Responsibilities

A. Child Welfare Services

CWS investigates risk to children in cases of alleged intra-familial child abuse or neglect. CWS must ensure that children are in a safe environment. If children are not in a safe environment, CWS takes appropriate action. CWS cross reports **all** cases to LE, except those involving general neglect (Penal Code 11166).

B. Law Enforcement

LE conducts criminal investigations concerning crimes committed against children and evaluates child protection issues in coordination with CWS. LE cross reports cases to CWS where it **appears** a child's safety may be at **risk**.

0088

III. Types of Cases Covered

A. Definitions

1. Serious Physical Harm by Parent or Person Known to Parent:

The minor has suffered or there is a substantial **risk** that:

- a. He/she will suffer serious physical harm inflicted non-accidentally by his/her parent or guardian or
- b. He/she has suffered severe physical abuse (resulting in permanent disability, deep bruising, unconsciousness, fractures, etc.) by a parent or guardian or a person known to the parent, if the parent should have reasonably known such abuse was occurring.

(Welfare and Institutions Code Sections 300 (a) and (e).)

2. Failure to Adequately Supervise, Protect, or Provide for a Child:

The minor has suffered or there is a substantial **risk** that the minor will suffer serious physical harm **as** a result of:

- a. The failure or inability of his/her parent or guardian to adequately supervise or protect him/her;
- b. The willful or negligent failure of the parent or guardian to provide adequate food, clothing, shelter, or medical treatment; or
- c. The inability of **the** parent to provide care, shelter and support for the minor due to the parent's mental illness, developmental disability or substance abuse, absence or incarceration.

(Welfare and Institutions Code Sections 300 (b) and (g).)

3. Serious Emotional Damage:

The minor is suffering severe emotional damage or is at **risk** of suffering such damage, evidenced by severe anxiety, depression, withdrawal, or aggressive behavior towards **self** and others, as a result of:

- a. The conduct of the parent or guardian or
- b. Where a parent is not capable or willing to provide suitable care for the minor's emotional needs.

(Welfare and Institutions Code Section 300 (c).)

0089

4. Sexual Abuse:

The minor has been sexually abused or is **at risk** of being sexually abused, as defined in Penal Code Section 11165.1, by his/her parent or guardian, or a member of his/her household, or the parent has failed to protect the minor when the parent knew or reasonably should have known that the minor was in danger of being sexually abused.

(Welfare and Institutions Code Section 300 (d).)

5. Acts of Cruelty:

The minor has been subjected to an act *or* acts of cruelty by the parent/guardian or a member of the minor's household, or the parent has failed to protect the child from acts of cruelty when the parent should have known that the child was being so subjected.

(Welfare and Institutions Code Section 300 (i).)

B. Investigative Criteria

1. CWS only investigates allegations of intra-familial abuse of a child (i.e., acts occurring in the child's own home and/or under the care of a non-protective parent or guardian).
2. LE investigates allegations of abuse originating within its jurisdiction. Allegations are investigated according to standards of what constitutes a criminal act.
3. Investigative criteria may be different for LE and CWS during the course of an investigation. LE may complete a criminal investigation, conclude a crime has *not* occurred, and prepare to leave the scene of an investigation. However, CWS may still be assessing risk for a child **and** may request that LE stand by in the event that a protective custody is needed. LE may also close a case that CWS continues to actively **work** (crime versus **risk**).

C. Suspected Child Abuse in Group Homes, Foster Family Agencies, and Day Care Centers

California Community Care Licensing, in conjunction with the LE agency having jurisdiction, is the investigating agency for reports of suspected child abuse or neglect occurring in group homes, foster homes affiliated with foster family agencies, and day/child care centers. CWS does not have an investigative role in these types of situations.

D. Suspected Child Abuse in County Foster Care or Family Day Care

0090

For reports of suspected abuse in a County of Santa Cruz licensed foster care or family day care home, the County of Santa Cruz Licensing Unit, in conjunction with LE of appropriate jurisdiction, is the investigating agency. CWS may become involved if requested by the Licensing Unit.

IV. Areas of Responsibility for Investigation

CWS and LE have both common and distinct responsibilities during the course of an investigation of alleged child abuse or neglect. Their responsibilities will include but are not limited to the following:

1. Child Welfare Services

- a. CWS investigates allegations of intra-familial child abuse or neglect.
- b. CWS assesses risk to the child, determines whether safe alternatives to protective custody exist, and provides pre-placement preventive services. In circumstances where **risk** can be sufficiently mitigated, CWS develops a written safety plan. The plan details the responsibilities of all involved and the circumstances that allow a child to safely remain in the home.
- c. The CWS social worker, who possesses expertise and training in risk assessment, shall make recommendations to LE regarding protective custody issues. In circumstances where a child is at imminent risk, the child shall be removed from the home unless the risk can be mitigated to prevent the need for removal. The temporary arrest of the suspected abuser shall not be the sole basis for determining that a child may remain safely in the home.
- d. When practical, CWS participates in interviews with children involved in intra-familial cases of child abuse or neglect.
- e. CWS coordinates with LE in subsequent investigations.
- f. CWS prepares recommendations regarding Juvenile Court Dependency actions.
- g. CWS will not make recommendations regarding whether prosecution of criminal acts is desirable or not.
- h. CWS provides social services to at risk children and their families.

2. Law Enforcement

- a. LE investigates reports of child abuse or neglect by conducting interviews and gathering evidence to determine if a criminal act occurred.

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- b. LE makes arrests, prepares search warrants, and gathers evidence that might be used in subsequent prosecution by the District Attorney (DA).
- c. LE consults with CWS regarding recommendations for protective custody.
- d. LE performs the legal act of placing a child in protective custody should investigation reveal that a child is at **risk** of further abuse or neglect and no safe alternative can be identified. (Welfare and Institutions Code Section 305.)
- e. LE coordinates with CWS in subsequent investigations.
- f. LE prepares written reports documenting protective custody, any interviews conducted, and follow-up investigative activity connected with a case, including coordination with CWS.

V. Law Enforcement Jurisdiction

A. General Rule

LE jurisdiction shall be determined by the location of where a crime is alleged to have occurred.

B. Protective Custody Exceptions

From time to time, a child in need of protective custody is located outside the jurisdiction where the crime occurred. Under such circumstances, the responsibility for evaluating the need for **and** placing the child in protective custody shall rest with the LE agency having jurisdiction in the locale where the child is found at the point that a protective custody is sought. **This** shall be the case if any one of the following criteria is met:

- a. There is no legal mechanism for transporting the child to the appropriate jurisdiction (CWS cannot transport without a protective custody),
- b. The LE agency with jurisdiction cannot respond to the location of the child, or
- c. Jurisdiction cannot be immediately determined (e.g., homeless).

VI. Cross-Reporting

The MOU establishes ideal practices regarding the extent and timing of responses to situations involving allegations of child abuse and neglect. Each discipline's investigative focus has its **own** set of time constraints **and** legal requirements. Such constraints, and requirements may result in procedural conflicts that affect the investigation and the emotional well being of the child. This can be avoided if upon receiving a case for investigation, LE contacts CWS, and **if** upon receiving a referral, CWS contacts the appropriate LE agency.

0092

A. Criteria for LE Referral to CWS

1. LE shall contact CWS immediately or as soon as practical when a report of suspected or confirmed **child** abuse or neglect is received and an investigation is imminent.
2. LE shall contact CWS immediately or as soon as practical when evidence of recent abuse or new physical evidence is uncovered during an investigation.
3. If during **an** invest'igation, the possibility arises that a child will be taken into protective custody, then LE should contact CWS immediately or as soon as practical. CWS should be afforded the opportunity to respond immediately and to participate in interviews, investigation, and decision-making regarding protective custody.
4. LE shall provide a copy of their written reports to CWS within three working days of when Penal Code 273.5 or 243(e) domestic violence incidents occur in which a child resides in the home. This requirement does not supercede existing requirements for Watsonville and Live Oak jurisdictions in relation the Family Violence Response Team (FVRT). FVRT requires the applicable LE entities (County Sheriff and Watsonville Police Department) to contact CWS immediately or as soon as practical when a Penal Code 273.5 or 243(e) domestic violence incident occurs in which a child resides in the home.

B. Criteria for CWS Referral to LE

1. Initial contact with LE shall be made through LE Communications. Each LE agency shall designate a department liaison who is available for subsequent consultation (i.e., after the initial contact) with CWS and who acts as a contact point regarding all CWS-LE joint investigations for that LE agency.

a. Sexual Abuse Disclosure

If during an interview a child discloses sexual abuse, CWS shall call LE immediately or as soon as practical to coordinate a joint interview and to determine whether a sexual assault exam is needed (see below in section VII.F.).

b. Report of Suspected Child Abuse or Neglect: Immediate Response (IMR)

CWS should contact LE immediately before investigation (even if a child is currently in a safe place):

- 1) If referral indicates that a child has made a disclosure; or
- 2) If CWS determines that immediate response is needed due to a report of a **suspicious** injury in combination with a child's clearly implausible explanation for the injury; or

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- 3) If there is substantial and significant reason to believe, based on the evidence presented, that abuse likely occurred.

c. Report of Suspected Child Abuse or Neglect: Ten-Day Response

CWS shall investigate ten-day response referrals first, then contact LE if the investigation is substantiated. If substantiated, the CWS worker will call LE immediately or as soon as practical.

VXI. Procedures for Joint Investigation

A. General Rule

For criminal investigations, LE takes the lead. For all non-criminal child welfare investigations, CWS takes the lead. For all investigations, collaboration by LE and CWS to ensure child safety is the ultimate goal.

B. Initial Investigation and Child Interviews

CWS and LE will establish collaboration from the beginning of an investigation.

- Decisions about who takes *the* lead in interviewing alleged child victims and how best to approach a joint interview should take into account who has established rapport with the interviewee and who has the expertise needed to be most effective in the interviewing process. When possible, both CWS and LE should be present at interviews to avoid duplication of effort. In instances where a protective custody is being considered, LE and CWS should consult with one another and discuss the merits of a protective custody.

C. Access Issues/Search Warrants

LE and CWS will follow legal guidelines for entry into private homes and businesses and for conducting searches. CWS will seek LE assistance *if* there is no consent for entry and/or if an emergency exists. LE will take the lead in non-voluntary entries and in obtaining search warrants.

D. Crime Scene Search (Gathering Evidence)

LE will gather evidence at crime scenes.

E. Interviewing Witnesses **and Collaterals**

In circumstances where there is a joint investigation, LE will generally take the lead in interviewing witnesses and collaterals. **As** with all aspects of a joint investigation, CWS and LE will make every effort to coordinate and to offer each other **an** opportunity to evaluate whether they wish to be part of an interview. In consideration of child safety, Juvenile Court deadlines, and regulatory timelines, CWS may need to proceed with interviews when LE is not available. If this occurs, CWS will make every attempt possible to notify and consult LE in advance the interview.

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F. Contacting and Interviewing Alleged Perpetrators

When a crime is suspected, LE will take the lead in contacting and interviewing alleged perpetrators. If CWS is considering interviewing an alleged perpetrator, consultation with LE will happen first, prior to alleged perpetrator contact.

G. Sexual Assault Exams

When sexual abuse is alleged, a sexual assault examination may be indicated. CWS social workers are Specifically trained to recognize the subtle indicators of child sexual abuse and, therefore, the social worker's assessment should be given due consideration. In the absence of clear indicators of sexual assault, medical records and the expertise of medical examiners shall also be taken into consideration when practical. The decision to proceed with such an exam should be made in the context of the investigative practices of both LE and CWS. LE authorizes the sexual assault examination.

H. CWS Response to Law Enforcement

CWS will respond to requests by LE for CWS presence at in-field investigations immediately or as soon as practical. After hours pages from LE will receive an immediate or as soon as practical telephone response from the after hours CWS social worker/supervisor.

I. Sharing Investigation Information

CWS and LE shall exchange information regarding any investigation of abuse or neglect allegations during the pendency of such investigations. Upon the filing of a CWS petition, which triggers the commencement of a juvenile court case, LE officials who are actively participating in criminal or juvenile proceedings involving the minor shall continue to have access to CWS files and CWS shall continue to have access to LE investigation information. (Welfare and Institutions Code Section 827; County of Santa Cruz Superior Court Standing Order, 1995.)

The County of Santa Cruz Superior Court Standing Order of the Juvenile Court (1995) specifically allows the following persons to review Juvenile Court Records without prior court authorization: District Attorney, its staff and/or investigators; County Counsel, and City Attorney or city prosecutors authorized to prosecute criminal or juvenile cases under state law; probation officers and law enforcement officers who are actively participating in criminal or juvenile proceedings involving the minor; and other parties not involved with this MOU.

Any other person or agency seeking to inspect, obtain, or copy Juvenile Court Records must file a Petition for Disclosure. (Welfare and Institutions Code Section 827.)

All persons and/or agencies receiving Juvenile Court Records must **keep** the information confidential.

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J. Subpoenas for Appearance

All CWS social workers subpoenaed by the County of Santa Cruz District Attorney's Office to appear as witnesses in criminal prosecutions on child abuse matters shall testify about personally known confidential information and confidential information contained in CWS files only if the information is relevant to the prosecution. LE representatives shall appear in juvenile dependency hearings concerning child abuse investigations when subpoenaed by the County of Santa Cruz County Counsel's Office, and shall testify about both personally known and documented investigative information. (Standing Order, 1995.)

VIII. Criteria for Arrest of Suspects**A. Arrest**

Decisions concerning the arrest of suspects are the sole discretion of LE.

B. Alternatives to Arrest

If a suspect will not be arrested immediately, the following alternatives to arrest shall be considered in order to ensure the safety of the child victim or potential victims pending case investigation:

1. An Emergency Protective Order may be requested and issued when a child is in immediate and present danger of abuse or neglect by a family or household member based on an allegation of abuse or threat of abuse by the person being ordered removed from the home where the child resides.
2. A child may be taken into Protective Custody pursuant to section 300 of the Welfare and Institutions Code.

IX. Procedure for Resolving Differences of Opinion

All decision-making will be guided by the overall goal of coordinating efforts to assure the best possible outcome for the alleged child victim. Whenever possible, LE and CWS shall meet and confer in person to resolve differences of opinion. When LE and CWS investigators cannot come to agreement on process, course of action, or the need for a protective custody, they shall refer the matter to their supervisors. LE and CWS administrators shall consult with their staff and with each other to resolve disagreements and to determine the appropriate course of action. CWS and LE staff will be directed accordingly.

X. Forum for Continuing Dialogue Regarding Shared Cases and MOU Implementation

Designees of LE chiefs and the CWS Director will serve as liaisons in matters related to the implementation of this MOU. Designees will meet to review and discuss the implementation of this MOU three months and again six months after its implementation. At the six-month

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anniversary of the implementation of this MOU, designees will assess the need for further meetings to discuss coordination issues and the efficacy of the MOU. The designees will make recommendations to the LE chiefs and CWS Administration as to the on-going need for further coordination meetings.

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IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands on the day and year this MOU is first below written.

Cecilia Espinola
 Administrator Cecilia Espinola, County of Santa Cruz,
 Human Resources Agency

12/5/00
 Date

[Signature]
 Superintendent Dave Vincent, California State Parks,
 Santa Cruz District

1/18/01
 Date

[Signature]
 Chief Don Branton, Capitola Police Department

1-18-01
 Date

Katherine Canlis
 District Attorney Katherine Canlis, County of Santa Cruz,
 Office of the District Attorney

2/7/01
 Date

[Signature]
 Sheriff Mark Tracy, Santa Cruz County Sheriff

1-18-01
 Date

Steven R. Belcher
 Chief Steven R. Belcher, Santa Cruz Police Department

1-18-01
 Date

[Signature]
 Chief Stephen Walpole, Santa Cruz Police Department

1-18-01
 Date

[Signature]
 Chief Jan Toppo, University of California at Santa Cruz,
 Police Department

2/9/01
 Date

[Signature]
 Chief Terry Medina, Watsonville Police Department

1-18-01
 Date

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INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this 1st day of July, 2000, by and between the COUNTY OF **SANTA CRUZ**, hereinafter called "COUNTY", and the Sexual Assault Nurse Examiner Contractor hereinafter called "CONTRACTOR".

1. DUTIES. Contractor agrees to exercise special skill to accomplish the following result:

A. Contractor shall conduct sexual assault victim examinations on adult and juvenile victim and suspects at the request of County for the Santa Cruz County Sheriffs Department, the Santa Cruz City Police Department, the Scotts Valley City Police Department, the Capitola City Police Department, the Watsonville City Police Department, and the University of California, Santa Cruz Police Department upon call out from NETCOM or other designated entity.

B. The examinations shall be conducted at designated facilities at Dominican Santa Cruz Hospital and Watsonville Community Hospital. Contractor shall comply with all rules and regulations and procedures established by these two hospitals for sexual assault examinations and medical procedures in general. Medical supplies and clothing are to be provided by the participating hospitals. Contractor shall maintain equipment in examination rooms and request supplies.

C. Contractor shall conduct sexual assault examinations of adult and minor victims and adult and minor suspects using established professional protocols and in conformance with the standard of care within the nursing profession and community. When requested contractor shall conduct follow-up examinations. Contractor shall document all examinations in such reports and on such forms as are required by County. Contractor shall obtain and preserve all forensic evidence according to appropriate chain of control protocols, and document such evidence on such forms as are required by County. Contractor shall provide, when requested by law enforcement officials, testimony in courts of law or elsewhere as to the procedure and results of any examination conducted under this agreement, including all pre-testimony preparation and forensic research. Contractor shall, upon request, meet with law enforcement agencies to consult on individual cases.

D. Contractor shall be available to conduct examinations at any hour of the day during Contractor's on call schedule. Contractor shall respond to the designated hospital within one hour of call out. (Contractor's on call schedule shall be as set forth in Exhibit A, On Call Schedule, attached and incorporated hereto, or as changed by County from time to time.) contractor shall arrange with the other sexual assault nurse examiner, under contract with County, their respective on call schedules so that there is at least one nurse examiner on call at all times during the term of this contract. Contractor shall provide to NETCOM prompt notice of any change to the on call schedule.

E. Contractor shall provide to County and NETCOM the telephone number(s) and pager number(s) where County will be able to call out the Contractor for service under this contract. Contractor shall immediately provide to NETCOM any changes of Contractor's phone numbers\pager numbers.

F. Contractor shall at all times during the performance under this contract have a valid, unexpired, unrevoked Nursing certificate issued by the State of California. Contractor acknowledges the successful completion of formal sexual assault nurse examiner program training and pediatric nurse examiner program training. Contractor shall at contractor's expense participate in all mandatory continuing professional education and participate in yearly continuing education in the field of sexual assault examinations and forensics, as required by the respective accrediting entities.

G. Contractor shall participate in monthly meetings with sexual assault investigators. Contractor shall complete and maintain statistical data of examinations conducted under this agreement as required by County. Contractor shall from time to time participate in peer review of examination protocol and related matters. Contractor shall, when necessary and appropriate, disseminate legal-medical information to law enforcement and the District Attorney's Office and participate in public education and awareness presentations concerning sexual assault issues.

2. COMPENSATION.

A. Contractor shall receive compensation in the amount of \$6000.00 per month., Transportation expenses, insurance, pagers, cell phones, uniforms, education expenses, equipment and supplies, uniforms, and all other necessary items incurred in the performance of this contract is the responsibility of the Contractor.

B. In the event that contractor fails to respond to a call out within one hour or fails to complete and submit the written examination report within 48 hours after the exam or fails to conduct an *exam* according to the appropriate protocols, then contractors' compensation shall be reduced by the sum \$250.00 for each such event.

C. This agreement establishes an independent contractor relationship between the service provider, Contractor, and the service recipient, County. Contractor is not an employee of County, nor any law enforcement agency who may call out contractor for services under this agreement, and shall not be provided benefits, insurance, or paid or FLMA leave. Contractor is responsible for paying any and all employment taxes. Contractor shall not be entitled to civil service status or rights under the County's Civil Service System, or any merit system governing any of the law enforcement agencies who may call out contractor for services under this agreement.

3. **TERM**, The term of this contract shall be:

Commencing on 7/1/00 and ending 6/30/01, unless terminated by either party to this agreement as prescribed in paragraph 4.

4. **EARLY TERMINATION**. Either party hereto may terminate this contract at any time by giving 60 days written notice to the other party.

5. **INDEMNIFICATION FOR DAMAGES, TAXES & CONTRIBUTIONS**.

A. Contractor shall exonerate, indemnify, defend and hold harmless County and those agency's listed on paragraph 1A herein from and against any and all claims, demands, losses, damages or other liability for injury to or death of persons, or property damage as a result of or in any manner connected with the Contractor's performance under the terms of this agreement.

B. County shall exonerate, indemnify, defend and hold harmless Contractor from and against any and all claims, demands, losses, damages or other liability for injury to or death of persons, or property damage as a result of or in any manner connected with the County's performance under the terms of this agreement.

C. Contractor is responsible for any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to Contractor 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. Alternately, Contractor shall assure that subcontractors have obtained and maintained all of the insurance coverage called for under this agreement and, upon making said assurances, Contractor shall be relieved of any obligation to obtain said insurance itself.

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 Contractor has no employees and certifies to this fact by initialing here CA.

(2) Contractor shall carry General Liability Insurance coverage in the amount of \$1,000,000 combined single limit.

(3) Contractor shall carry professional liability insurance in an amount not less than 1,000,000 combined single limit if and only if, this Subparagraph is initialed by Contractor and COUNTY CA.

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 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 Sheriffs Office Attn: P. Crawford, 701 Ocean Street, Room 340, Santa Cruz, CA 95060."

(3) Contractor agrees to provide 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 Sheriffs Office. Attn: P. Crawford. 701 Ocean Street, Room 340, Santa Cruz, CA 95060.

7. 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 length of time for which Contractor is engaged is of limited duration rather than indefinite; (f) The method of payment of Contractor is by the job rather than by the time; (g) The work is part of a special or permissive activity, program, or project, rather than part of the regular business of COUNTY; (h) Contractor and COUNTY believe they are creating an independent contractor relationship rather than an employer-employee relationship; and (i) 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 Contractor is in fact an independent contractor.

8. 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.

9. 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 of Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.

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

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

COUNTY OF SANTA CRUZ

CONTRACTOR

By: W. M. ...

By: Christina Gonzales

Address: 984 McKenzie Ave. Watsonville, CA 95076

Telephone: 831-722-5573

APPROVED AS TO FORM:

By: Henry A. Charulman HP
County Counsel

APPROVED AS TO INSURANCES

By: Innot McKinley 5-24-2000
Risk Management

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

AMENDMENT TO AGREEMENT

The parties hereto agree to amend that certain Agreement dated July 1, 2000 by and between the COUNTY OF SANTA CRUZ, SHERIFF-CORONER and THE SEXUAL ASSAULT NURSE EXAMINER by:

1. COMPENSATION. Contractor shall receive compensation in the amount of \$6,210.00 per month.
2. TERM. The term of this agreement shall be July 1, 2001 to June 30, 2002.

All other provisions of said Agreement shall remain the same.

Dated: 6-25-01

Mark Tracy
Mark Tracy, Sheriff-Coroner

Dated: June 28 2001

Christina Gonzales
CONTRACTOR:
Christina Gonzales
984 McKenzie Ave:
Watsonville, CA 95076
831-722-5573

Approved as to form:

Approved as to Insurance:

Henry A. Oberhelman
County Counsel 6/28/01

Janet McKinley 6-21-2001
Risk Management

Distribution: Auditor Controller
Contractor
Sheriff-Coroner