September 21, 2011

Re: Approval of the Community Corrections Partnership Plan and Financial Actions

Dear Members of the Board,

The Public Safety Realignment Act, Assembly Bill 109 (AB 109) is scheduled to take effect October 1, 2011. This sweeping reform transfers responsibility for supervising specified lower level inmates and parolees from the California Department of Corrections and Rehabilitation (CDRC) to counties. The bill establishes within each county’s local Community Corrections Partnership (an advisory committee that was established through SB 678 in October 2009) an executive committee to recommend a local plan to each county board of supervisors on how public safety realignment should be implemented within that county. The Santa Cruz County Community Corrections Partnership plan recognizes the magnitude of this responsibility, the scale of requirements and constraints, as well as the considerable opportunity to provide a higher level of justice system effectiveness and public safety. The purpose of this letter is to present the Community Corrections Partnership plan for your Board’s consideration and approval, accept and allocate unanticipated revenue, approve personnel actions, and take other actions necessary to implement the plan. Additional items accepting and appropriating other revenues related to Community Corrections Realignment are also presented for your Board’s approval on today’s agenda.

Legislative Overview

AB 109 effects a number of changes to criminal justice alignment including the following:

- It expanded the authority of local correctional administrators to use alternative custody methods and established a day for day credit for offenders serving time in a jail facility,
- It made various changes to the Post Release Supervision statutes including specifying the population that would be released to local supervision, and set the parameters for supervision as well as the authority for release;
- It made various changes to the State Parole statutes including specifying who remains under the jurisdiction of the California Department of Corrections and Rehabilitation (CDCR), and adding the Courts as the authority for determining revocations (delayed to July 1, 2013), and
It made various changes to the Low Level Offender statutes including amendments to the Penal Code that would permit offenders charged with certain non-serious, non-violent, non-sex felonies to serve imprisonment terms in county jail rather than state prison.

It also included a stipulation that the criminal justice alignment act will become operative only upon the creation of a community corrections grant program and upon an appropriation to fund the grant program. The technical aspects of AB 109 have been refined through a series of trailer bills, and AB 118 established the Community Corrections Grant Program for the purpose of funding realigned criminal justice activities. The allocation methodologies in AB 118 apply to 2011-12 only, and we expect that the allocation formulas for the various accounts and sub-accounts in the Local Revenue Fund 2011 for future years will be made by June 30th. Funding in the Court Security, Local Safety and Protection, and the District Attorney/Public Defender sub-accounts, the one-time CCP Planning Grant, and one time Training/Staff Retention/Data Improvements Grant funds are not addressed in this letter.

This legislation established an executive committee of the local Community Corrections Partnership, led by the Chief Probation Officer and comprised of key criminal justice stakeholders, to recommend a public safety realignment plan for final approval by your Board. On September 19, 2011, the CCP Executive Committee unanimously approved the attached plan (Attachment A). This plan was developed in accordance with the Brown Act and in conjunction with community and criminal justice stakeholder input and will enable the county to meet the goals of the legislation. The CCP plan contains specifics that address immediate needs of community supervision, incarceration and treatment and support services. The forthcoming phases of the CCP plan will contain further analysis of the population, and more detailed information regarding additional treatment and supportive services to be provided by county and community partners to meet the criminogenic needs of offenders.

Probation AB 109 Operational Plan

The State estimates that at full implementation, the Probation Department will supervise a standing caseload of 69 post release community supervision cases and 79 locally sentenced offenders who would otherwise have been sent to state prison (non violent, non serious, non sex offense). In order to assume these new AB 109 responsibilities, the Probation Department recommends the addition of two new Deputy Probation Officers III. Additionally, AB 109 will fund one Assistant Division Director for program oversight and management and a portion of a Senior Departmental Administrative Analyst to monitor program outcomes.

Funds allocated to the Probation Department also include $136,500 for contracts with other County departments and community based organizations for mental health services, substance abuse treatment, education and employment assistance, cognitive-behavioral interventions, and/or other services responding to the needs of offenders. Offender data will be used to identify the treatment and evidence based interventions needed for this population. We anticipate returning to your Board mid fiscal year to approve contracts for service providers who will deliver these services. Additional information on Probation operations is provided in Attachment B.

Sheriff’s AB 109 Operational Plan

The Sheriff’s Office estimates that AB 109 will divert about 120 people who would have gone to state prison to county jail facilities in the first year of implementation and an additional 120 are expected to be received during the second year. These additional inmates include those who are convicted of a felony, and who will be sentenced as of October 1st to up to 3 or more years in county jail in lieu of state prison, those who are found in violation of post release community supervision, those who are found in violation of state parole (with commitment to county jail for up to 180 days) and those who are under post release community supervision and who are sanctioned with flash incarceration of up to 10 days for each violation. In order to implement the alternative custody piece of the Sheriff’s approach to AB 109, the Sheriff is establishing a Custodial Alternative Program (CAP) to screen and supervise participants. It is recommended that your Board approve 1.0 new Correctional Sergeant, 1.0 new Administrative Aide, and 1.0 Typist
Clerk III and authorize the department to fill two Correctional Officer positions currently designated as unfunded. Additional information on the CAP program is provided in Attachment C.

The Sheriff will operate an Electronic Monitoring Program as an alternative to physical confinement within the jail facilities, providing a cost effective, structured and monitored environment. The Sheriff has issued a Request for Proposals and has selected BI Incorporated as the vendor to provide a variety of monitoring devices and monitoring services, and an independent services agreement in the amount of $50,000 is attached for your Board’s approval (Attachment D).

An additional module to the Sheriff’s existing Jail Management System will be developed by Executive Information Services (EIS), Incorporated to provide basic inmate information, assignment of inmates to programs, and tracking of payments received from inmates. An independent services agreement with EIS in the amount of $30,000 is attached for your Board’s approval (Attachment E). The Sheriff’s Office will also implement a credit card transaction program for ease of payments and the Sheriff’s Office is working with the Auditor’s Office to develop agreements with a vendor and merchant service provider to provide this additional flexibility.

Inmates will be assessed service fees to participate in alternative custody options, and for additional and expanded educational, health and life skills programming that will be addressed in Phase 2 of the AB 109 Plan. Fee information worksheets are provided as Attachment F. The Sheriff anticipates that $80,000 in new revenues will be collected, and these revenues are included in the financial documents attached to this letter.

It is also recommended that your Board adopt the attached Resolution (Attachment G) which is required in order to authorize the expansion of alternative sentencing programs undertaken by the Sheriff, pursuant to the applicable Penal Code sections regarding voluntary and mandatory work release and electronic monitoring in lieu of incarceration. In addition, it is recommended that your Board approve the purchase of a new radio ($5,000) and a Mobile Data Computer ($10,000), and the retrofitting of a fully equipped run-out patrol car for use by the CAP team.

Financial Information

Based on a funding formula developed by the California County Administrative Officers Association and codified in AB 118, Santa Cruz County has been allocated a total of $1,662,584 for all aspects of the adult population shifts including the transfer of low-level offender population, counties’ new supervision responsibilities for state prison inmates released to post-release community supervision, and sanctions for those on post-release community supervision who are revoked.

It is recommended that funds be allocated to the Probation Department and the Sheriff’s Department as presented on the attached Resolution Accepting and Appropriating Unanticipated Revenue (Attachment H). Funds not allocated at this time will be maintained in the trust funds established by AB 118 for a subsequent phase of the 109 Plan, which will come to your Board for consideration and approval mid-year.

Probation Department: $431,797
Flexible Funding: $136,500
Sheriff’s Department: $480,058
Total: $911,855

Conclusion

Santa Cruz County has a rich culture of interagency collaboration and a proud history of leadership in justice reform at both the juvenile and adult levels. There is considerable readiness for the process of planning and implementation of AB 109. This includes a common commitment to key values and principles, including the use of evidence-based practice, community inclusion, systemic reform, transparency in decision-making, and restorative justice. These
represent the best methods available to promote the highest possible level of long-term public safety. Input from a variety of viewpoints was gathered from multiple sources, including CCP meetings, work groups, and stakeholder interviews, and their input is embedded throughout this plan and will be considered throughout the continuing process of planning and implementation.

The Community Corrections Partnership Plan represents the beginning of an inclusive, collaborative, and quality process which balances immediate system capacity needs with the value of community inclusion and data-driven decision-making. The organizational structure that it establishes utilizes the strengths of the Santa Cruz County justice system and human service providers, and encourages meaningful participation by the public in planning, implementation, and assessment of policies and programs. AB 109 represents a remarkable opportunity for our county to improve public safety outcomes for our residents, to better meet the needs of victims of crime, and to hold offenders accountable while facilitating their successful return to a productive role in the community.

The Probation Department and the Sheriff's Department look forward to working together with our partners in the criminal justice system and the community to once again demonstrate this County's capacity for innovation and leadership in enhancing our adult justice system.

IT IS THEREFORE RECOMMENDED THAT YOUR BOARD:

1. Approve the Community Corrections Partnership Plan as approved and recommended by the Chief Probation Officer and CCP Executive Committee;
2. Approve 2.0 new Deputy Probation Officers I/II;
3. Approve Independent Services Agreement between the Sheriff and EIS incorporated in the amount of $50,000 for electronic monitoring equipment and services, and authorize the Sheriff to sign;
4. Approve Independent Services Agreement between the Sheriff and EIS in the amount of $30,000 for ongoing maintenance and programming requirements and authorize the Sheriff to sign;
5. Authorize the Sheriff's Office and the Auditor-Controller to take the necessary actions to enter into an agreement with Authorize.net and a selected merchant service provider to provide for credit card transactions by inmates for fees for services;
6. Adopt Resolution authorizing the Sheriff-Coroner to administer the Custody Alternative Program;
7. Approve 1.0 new Correctional Sergeant, 1.0 new Administrative Aide, and 1.0 new Typist Clerk III positions and request that the Personnel Department classify the positions as soon as possible;
8. Authorize funding of 2.0 existing Correctional Officer positions in the Main Jail Budget Index;
9. Approve funds in an amount not to exceed $20,000 for radio equipment and a Mobile Data Computer;
10. Schedule a public hearing on Tuesday, October 25, 2011 at 9:00 a.m. to consider changes to the Unified Fee Schedule; and
11. Adopt resolutions accepting and appropriating $911,855 in AB 109 funds and other revenues in the amount of $80,000 as provided in the attached schedule.

Sincerely,

SCOTT MACDONALD
Chief Probation Officer

Phil Wowak
Sheriff-Coroner

SUSAN A. MAURIELLO
County Administrative Officer
CC: County Administrative Office
     Sheriff's Office
     Members of the Community Corrections Partnership
     Personnel Department
     Auditor-Controller
     Probation

KM

Attachments:

A. Community Corrections Partnership Plan
B. Probation Department's AB 109 Operational Plan
C. Sheriff's Department AB 109 Operational Plan
D. Contract between Sheriff and BI Incorporated
E. Contract between Sheriff and EIS
F. Fee Information Worksheets
G. Resolution Authorizing the Sheriff Coroner as the Administrator of Custody Alternative Programs
H. Resolution Accepting and Appropriating Unanticipated Revenue
The Probation Department is anticipating an increase in the number of offenders requiring community supervision. The increased number of offenders is due to offenders being released from state prison commitments on post release community supervision. This population combined with additional offenders convicted of non-serious, non-violent, and non-sex offenses who are serving a combined sentence of local incarceration and community supervision, will considerably increase the need for community supervision resources. These increases are necessary to expand probation community supervision services through the addition of 2.0 FTE Deputy Probation Officers. It is anticipated that these two Probation Officers may team up with the Sheriff's CAP team for additional community supervision support.

As your Board may recall, during the last year, the adult probation division has implemented risk-based supervision. Caseloads are determined based upon offender’s probable risk to reoffend with services targeted to offender criminogenic needs. The additional probation officers will be trained in evidence based supervision tools and techniques, including Motivational Interviewing, cognitive behavioral curricula and case planning targeting the offender’s top criminogenic needs. This will be combined with community supervision to ensure public safety and compliance with court ordered terms and conditions.

Administrative oversight shall be put into effect immediately for development of outcome reports and daily project management. Post implementation analysis to monitor the impact on jail facilities, alternative incarceration programs, community supervision and program outcomes. Probation plans to utilize an existing Assistant Division Director (ADD) position to manage the project and a portion of a Senior Departmental Administrative Analyst for the collection of program and service outcome data producing outcome reports. In addition to the requested additional positions, some services and supplies, equipment, employee mileage and telecommunication costs in the amount of $14,664 will be paid with AB 109 funds for a total amount of $295,297.
Sheriff's Department AB 109 Operational Plan

AB 109 has re-written California sentencing guidelines for non-violent, non-sexual and non-serious offenses, and these guidelines now provide that certain felonies are punishable by imprisonment in a county jail, rather than a state prison. The Sheriff's Office estimates that AB 109 will divert about 120 people who would have gone to state prison to county jail facilities in the first year of implementation, and an additional 120 are expected to be received during the second year. These additional inmates include those who are convicted of a felony, and who will be sentenced as of October 1st to 16 months and up to 3 or more years in county jail in lieu of state prison; those who are found in violation of post release community supervision, those who are found in violation of state parole (with commitment to county jail for up to 180 days) and those who are under post release community supervision and who are sanctioned with flash incarceration of up to 10 days for each violation. Currently, the average sentence served in County jail facilities is about 32 days.

The three custodial facilities in operation in Santa Cruz County have a combined maximum capacity rating of 448. On any given day there are approximately 510 persons in custody, and the County jail system currently runs between 115% and 130% of capacity. While AB 109 changes the way credits for good time and work time are calculated—generally inmates will serve 50% of their sentence in custody, minus any credits for time served prior to their sentence as determined by the Court, instead of two-thirds of their sentence, which is the current law—new approaches are required. An expansion of in-custody programming will be necessary to offer productive use of time to those incarcerated, and alternatives to confinement in County jail facilities have been developed by the Sheriff.

AB 109 enhances the authority granted to the Sheriff to offer a voluntary or involuntary home detention program to certain sentenced inmates, and to inmates being held in lieu of bail, with participants tracked and monitored by an electronic monitoring device. The successful implementation of the Sheriff's proposed Electronic Monitoring Program (EMP) will depend on the development of a consistent approach, using generally accepted measures, to screen prospective participants for acceptance into an EMP. In the immediate term, the Sheriff proposes the creation of a Custodial Alternatives Program (CAP) team consisting of 4.0 Correctional Officers, 1.0 Supervising Correctional Officer and 1.0 Correctional Sergeant, an Administrative Aide and a Typist Clerk. The CAP team will screen participants for acceptance into the program, and supervise them once enrolled. Three of the six Correction's personnel are existing staff, and will be dedicated to this effort in the first year without additional funding. The CAP team will be furnished with a vehicle to facilitate safe home visits and transport of inmates.

The Sheriff's Office will operate an Electronic Monitoring Program as an alternative to physical confinement within the existing jail facilities, providing a cost effective, structured and monitored environment. This technology will be used as a tool to assist with monitoring the movements and compliance of inmates enrolled in the program. The sheriff has issued a Request for Proposals and has selected BI Incorporated as the vendor to provide a variety of devices, depending on the monitoring needs, and to actively monitor those enrolled in the program. The costs of the Sheriff's EMP will be paid, in part, by inmate participants, and an indigent account will be established with AB 109 funds for those who do not have an ability to pay, but qualify for the program. An additional module will be added to the existing Jail Management System to provide tracking information to and from the CAP team, along with inmate payments, and outcomes. The Sheriff's Office is also reviewing the expansion of Corrections medical to fully use the Rountree facility. With changes to the in-custody population, expansion of in-custody programming will be necessary to maintain safety, offer productive use of free time while incarcerated, and to positively influence the successful return of former offenders to the community.
Santa Cruz County Public Safety Realignment and Post Release Community Supervision 2011 Implementation Plan

Executive Committee of the Santa Cruz County Community Corrections Partnership

Larry Bigham, Public Defender
Bob Lee, District Attorney
Scott MacDonald, Chief Probation Officer (Chair)
Paul Marigonda, Presiding Superior Court Judge
Giang Nguyen, Health Services Agency Assistant Director
Manny Solano, Watsonville Chief of Police
Phil Wowak, Santa Cruz County Sheriff

As recommended to the Santa Cruz County Board of Supervisors, October 4, 2011
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1. Executive Summary

The Santa Cruz County Community Corrections Plan articulates a local response to the Public Safety Realignment Act, Assembly Bill 109 (AB 109) scheduled to take effect October 1, 2011. This sweeping reform transfers responsibility for supervising specified lower-level inmates and parolees from the California Department of Corrections and Rehabilitation (CDRC) to counties. The legislation mandates a local Community Corrections Partnership to be established and to develop a plan for implementation. The Santa Cruz County Community Corrections Plan recognizes the magnitude of this responsibility and the scale of requirements and constraints, as well as the considerable opportunity to provide a higher level of justice system effectiveness and public safety.

Based on State funding formulas, Santa Cruz County will receive a total of $1,662,684 for the nine-month period from October 1, 2011 through June 20, 2012. These funds are intended to pay for all aspects of the adult population shifts, including the transfer of low-level offender population, the County's new supervision responsibilities for state prison inmates released to post-release community supervision, and sanctions for those on post-release community supervision who are revoked. An additional $59,599 will be available for District Attorney and Public Defender costs associated with revocation hearings. Staff training and other start-up costs are to be defrayed by a one-time payment of $117,325, while a grant of $150,000 will pay for all CCP planning costs.

At full implementation, the State estimates that AB 109 implementation will result in a total of 78 new inmates to be housed in the County's jail facilities on an average daily population basis. The Probation Department will supervise a standing caseload of 69 post-release community supervision cases and 79 locally sentenced offenders who would otherwise have been sent to state prison. These numbers are based on historic patterns and assumptions regarding average length of stay, which may or may not be accurate predictors of the actual number of new offenders transferred to County responsibility. Local authorities believe the actual numbers will be higher.

Santa Cruz County has a rich culture of interagency collaboration and a proud history of leadership in justice reform at both the juvenile and adult level. There is considerable readiness for the process of planning and implementation of AB 109. This includes a common commitment to key values and principles, including the use of evidence-based practice, community inclusion, data-driven decision making, systemic reform, transparency in decision-making and restorative justice. These represent the best methods available to promote the highest possible level of long-term public safety. Input from a variety of viewpoints was gathered from multiple sources, including CCP meetings, work groups, and stakeholder interviews, and their input is embedded throughout this plan and will be considered throughout the continuing process of planning and implementation.

A variety of concurrent initiatives will provide support and guidance for planning and implementation, including technical assistance from the Justice Reinvestment Initiative (Bureau of Justice Assistance), the California Risk Assessment Pilot Project (Administrative Office of the Courts), the Jail Alternatives Initiative (Rosenberg Foundation), and the Santa Cruz Research Partnership (National Institute of
Justice). In-kind support and collaboration will be available through State SB 678 funding and the Second Chance Act-funded R5 grant.

The Santa Cruz County Community Corrections Partnership (CCP) and Executive Committee have been established with membership based on legislative guidelines. In order to provide for the greatest level of community involvement in the process of planning and implementation, six work groups will be convened in the areas of Corrections Management, Community Supervision, Treatment and Services, Data Analysis and Capacity Building, Public Education and Engagement, and Court Processing. These work groups will feature broad involvement of area experts and stakeholders and will provide detailed information and recommendations to the larger CCP and to the Executive Committee. The CCP will also promote restorative justice through the development of an adult accountability board that can bring together the voices of victims of crime and those of formerly incarcerated persons.

In order to meet the immediate system needs while allowing for careful planning that includes both accurate data and community involvement, the Santa Cruz County Community Corrections Plan will take place in four phases. Phase One is designed to develop necessary system capacity in the Sheriff's Office and the Probation Department to handle the initial cohort of AB 109 offenders. This will include expanded staffing and resources, as well as flex funds to support needed treatment and services to address criminogenic needs of the initial cohort. Phase Two will include extensive data collection and analysis, the strategic placement of Probation Officers within community service and law enforcement networks, an assessment of systemic reform opportunities and needs for training and technical assistance, the development of working protocols and policies, and the selection of an array of treatment and services to meet the criminogenic needs of offenders. Phase Three will involve planning for continuation funding, while Phase Four will focus on quality control, ongoing evaluation and continuous program improvement, and sustainability of efforts. The phased planning process will also allow the CCP to assess and address unanticipated consequences to existing programs and services in the community.

The development and assessment of all policies and programs will be data-driven, and mechanisms will be put in place to ensure the integrity and objectivity of data collection and analysis. This will include both peer review and professional, external audits of evaluation methodology. Data will be gathered from archival sources as well as from the initial cohort of AB 109 offenders. Policies, practices, services, and supports will be rigorously evaluated to determine their effectiveness. Clearly stated and commonly agreed-upon definitions will be used to measure recidivism and other offender and community outcomes.

The CCP is committed to public education and engagement and to incorporating the concerns, ideas, and support of county residents in the implementation of this plan. Information dissemination strategies will continue to include public forums, media advocacy, presentations to community groups, and electronic access to planning and implementation resources. Program evaluation data will be widely shared, and all CCP members are committed to ongoing revision and improvement of the plan to achieve the greatest possible effectiveness with finite resources.
2. Background/Legislation

The Public Safety Realignment Act (Assembly Bill 109) was signed into law on April 4, 2011 in an effort to address overcrowding in California’s prisons while alleviating the state’s financial crisis. AB 109 transfers responsibility for supervising specified lower-level inmates and parolees from the California Department of Corrections and Rehabilitation (CDRC) to counties. Implementation of the Public Safety Realignment Act is scheduled to begin October 1, 2011.

Additionally, Section 1230 of the California Penal Code is amended to read “Each county local Community Corrections Partnership established pursuant to subdivision (b) of Section 1230 shall recommend a local plan to the county Board of Supervisors for the implementation of the 2011 public safety realignment. (b) the plan shall be voted on by an executive committee on each county’s Community Corrections Partnership consisting of the Chief Probation Officer of the county as chair, a Chief of Police, the Sheriff, the District Attorney, the Public Defender, presiding Judge or his or her designee, and the department representative listed in either section 1230(b)(2)(G), 1230(b)(2)(H), or 1230 (b)(2)(J) as designated by the county board of supervisors for purposes related to the development and presentation of the plan. (c) The plan shall be deemed accepted by the County Board of Supervisors unless rejected by a vote of 4/5ths in which case the plan goes back to the Community Corrections Partnership for further consideration. (d) Consistent with local needs and resources, the plan may include recommendations to maximize the effective investment of criminal justice resources in evidence-based correctional sanctions and programs, including, but not limited to, day reporting centers, drug courts, residential multi-service centers, mental health treatment programs, electronic and GPS monitoring programs, victim restitution programs, counseling programs, community service programs, educational programs, and work training programs.”

There are two distinct populations identified by this legislation to be transferred from the state to local county level supervision. The first are low-level offenders who are typically sentenced to state prison for three years or less and who meet the following criteria: they must have no current or prior convictions for violent, serious, or sex offenses, and they must not be currently sentenced for any of the sixty-one exclusionary offenses established by the legislation (see Exclusionary Offense List attached to this plan). Under AB 109 this group, often referred to as the “non-non-non” population, will serve their sentence locally, rather than in state prison.

The second group are current prisoners under the authority of the CDRC who will be transferred for community supervision by the county probation department rather than by the State Division of Adult Parole Operations following their release from state prison. This group, referred to as the Post-Release Community Supervision (PRCS) population, must also meet criteria similar to that of the non-non-non population, with the exception that prior serious felony convictions do not exclude them from local supervision.
The California Department of Finance (DOF) and the California Department of Correction and Rehabilitation (CDCR) estimate that Santa Cruz County will see an increase in Average Daily Population (ADP) of 78 non-non-non offenders incarcerated locally at full implementation. The ADP is defined as the system capacity needed to house one inmate for one year. Full implementation is defined as the point at which there is a balance of new inmates entering incarceration and existing inmates being released so that post-sentencing needs remain constant. The DOF projection is based on the assumption that Santa Cruz County will annually sentence 144 new offenders to an average of six months custody (resulting in 72 ADP beds) and 3 new offenders to an average twenty-four months custody (resulting in 6 ADP beds). In addition, the DOF estimates that Santa Cruz County will require an additional 17 ADP beds to accommodate a projected 204 returns to custody by the PRCS and State Parole population, with these returns to custody averaging 30 days each. The total projected increase in local incarceration capacity is thus 95 jail beds on a daily basis at full implementation.

The DOF also estimates that Santa Cruz County will provide probation supervision to 69 PRCS inmates released from State custody at full implementation. It is assumed that this population will decrease over time, given that a majority of those who would have been eligible for PRCS status will serve time locally after October 1, 2011 as non-non-nons rather than be incarcerated in state prison. The number will be higher in the first year: CDRC shows a total of 93 PRCS inmates scheduled to be released in Santa Cruz County during the first year of realignment. At the same time that the number of PRCS inmates decreases, the number of non-non-nons who would have been sent to prison moving from incarceration to community supervision will increase. The State estimates a standing caseload of 78 additional probationers at full implementation, for a combined total of 147 offenders to be supervised. The following chart shows the cumulative number of offenders in community supervision in Santa Cruz County, based on monthly estimates from the State.

**Chart One: Estimated Cumulative Community Supervision Caseload in Santa Cruz County (Source: CDRC)**

![Chart showing estimated cumulative community supervision caseload in Santa Cruz County]
These estimates are based on historical data available to the DOF and CDRC and as such represent only a
guideline for planning. The agencies caution that local impact may vary widely, based both on natural
fluctuation and on the local decisions made at sentencing. Assumptions regarding average length of
sentencing and average length of stay may not reflect actual implementation, making it impossible to
determine confidence levels for these projections.

Santa Cruz County has maintained a low prison commitment rate in the past, there is a concern that this
may result in a larger percentage of high-risk offenders among the PRCS population that will be under
local supervision than anticipated by the DOF, whose projections regarding length of stay and rate of
return to custody are based on statewide averages. This also means that there is a considerable number
of local non-non-offenders who would in the past have been supervised locally rather than sent to
prison. It is not known what impact changes in custody credits, sentencing patterns, and alternative
sanctions will have on this population. This may increase the impact to the local justice system well
beyond State projections. The CCP will conduct a rigorous and ongoing review of data to make sure that
resources are used wisely to meet community needs over time.

Additional key elements of AB 109 include:

- **Redefining Felonies:** Revises the definition of a felony to include certain crimes that are
  punishable in jail for 16 months, 2 years, 3 years or more. Some offenses, including serious,
  violent, and sex offenses, are excluded, and sentences for those offenses will continue to be
  served in state prison.

- **Local Post-Release Community Supervision:** Offenders released from state prison on or
  after October 1, 2011 after serving a sentence for an eligible offense shall be subject to, for
  a period not to extend 3 years, post-release community supervision provided by the Santa
  Cruz County Probation Department.

- **Revocations Heard and Served Locally:** Post-release community supervision and parole
  revocations will be served in local jails (by law maximum revocation sentence is up to 180
days), with the exception of paroled offenders serving a life sentence and who have a
  revocation term of greater than 30 days. The local courts will hear revocations of post-
  release community supervision, while the Board of Parole Hearings will conduct parole
  violation hearings in jail.

- **Changes to Custody Credits:** Jail inmates will be able to earn four days of credit for every
two days served. Time spent on home detention (i.e., electronic monitoring) is credited as
time spent in jail custody.

- **Alternative Custody:** Penal Code Section 1203.018 authorizes electronic monitoring for
  inmates being held in the county jail in lieu of bail. Eligible inmates must first be held in
  custody for 60 days post-arraignment, or 30 days for those charged with misdemeanor
  offenses.
• **Community-Based Punishment**: Authorizes counties to use a range of community-based punishment and intermediate sanctions other than jail incarceration alone or traditional routine probation supervision.

In planning for implementation of AB 109 it is also important to consider the potential for additional clarification and changes included in “clean-up” bills, as well as the impact of possible court challenges. Finally, State budget triggers, based on a discrepancy between projected and actual revenue, could have impacts ranging from minor changes in funding formulas to large scale abrogation of elements of realignment.

### 3. Funding Formulas

The formula establishing statewide funding allotments for AB 109 implementation in Fiscal Year 2011–2012 was developed by the State Department of Finance and agreed to by the County Administrative Officers (CAO) and the California State Association of Counties (CSAC). The funding available through AB 109 is based on a weighted formula containing three elements:

- 60% based on the estimated average daily population (ADP) of offenders meeting AB 109 eligibility criteria
- 30% based on U.S. Census Data pertaining to the total population of adults (18–64) in the County as a percentage of the statewide population
- 10% based on the SB 678 distribution formula

Based on this formula, Santa Cruz County is projected to receive $1,989,656 for Fiscal Year 2011–2012. This includes the following allocation categories (as of June 24, 2011):

<table>
<thead>
<tr>
<th>Allocation Category</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>AB 109 Public Safety Realignment Allocation. This is intended to cover all aspects of the adult population shifts, including the transfer of low-level offender population and local PRCS supervision and sanctions.</td>
<td>$1,662,684</td>
</tr>
<tr>
<td>District Attorney/Public Defender Activities. These funds are to be divided equally between the two departments to cover costs associated with revocation hearings.</td>
<td>$59,599</td>
</tr>
<tr>
<td>AB 109 Start-Up Costs (one-time funding). These funds are intended to help cover costs associated with hiring, retention, training, data improvements, contracting costs, and capacity planning.</td>
<td>$117,325</td>
</tr>
<tr>
<td>CCP Planning Grant (one-time funding). These funds are based on population size and are intended to assist in the development of the AB 109 implementation plan.</td>
<td>$150,000</td>
</tr>
</tbody>
</table>
The original projections by the Department of Finance were based on multiple assumptions. Incarceration costs were estimated at $25,000 per ADP; treatment, alternative custody and/or other programming costs were estimated at $2,275 per ADP; community supervision costs were estimated at $3,500 per ADP; administrative overhead costs were estimated at ten percent of total program costs. It was assumed that approximately 65% of low-level offenders (non- non-nons) would be incarcerated for an average of six months and that 35% would be incarcerated for an average of twenty months. The formula predicted a first year budget comprised of approximately two-thirds incarceration costs, with the remaining third divided between probation, programs/alternative sanctions, and administrative costs. The DOF cautions, however, that these formulas are not meant as guidelines or limitations for planning, and that counties are encouraged to allocate funding based on local needs, opportunities, and agreements.

4. Evidence-Based Practice

In the decades since Robert Martinson's (1974b) influential “nothing works” essay, however, a growing body of research, including the careful application of meta-analyses, has not only disproved the conclusion that rehabilitation doesn't work, but it has succeeded in distinguishing those correctional interventions that have no effect on offender criminality from those that reduce recidivism up to 25 percent. Both at the level of individual behavior change and broader system-level interventions, it is now possible to increase the effectiveness of the criminal justice system and enhance public safety through the utilization of evidence-based practice (EBP).

The enabling legislation for realignment specifies the use of Evidence-Based Practice (EBP) as a requirement for activities and services funded through AB 109.

- “Evidence-based practices refers to supervision policies, procedures, programs, and practices demonstrated by scientific research to reduce recidivism among individuals under probation, parole, or post release supervision.... Consistent with local needs and resources, the (CCP) plan may include recommendations to maximize the effective investment of criminal justice resources in evidence-based correctional sanctions and programs, including, but not limited to, day reporting centers, drug courts, residential multiservice centers, mental health treatment programs, electronic and GPS monitoring programs, victim restitution programs, counseling programs, community service programs, educational programs, and work training programs.” (AB 109 Sect 458)

- “(a) Notwithstanding any other law and except for persons serving a prison term for any crime described in subdivision (b), all persons released from prison on and after July 1, 2011, after serving a prison term for a felony shall, upon release from prison and for a period not exceeding three years immediately following release, be subject to community supervision

provided by a county agency designated by each county's board of supervisors which is consistent with evidence-based practices, including, but not limited to, supervision policies, procedures, programs, and practices demonstrated by scientific research to reduce recidivism among individuals under postrelease supervision.” (TITLE 2.05. 3451 Postrelease Community Supervision Act of 2011)

Key Elements of EBP.

Considerable guidance is available from research regarding the precise definition and characteristics of EBP. The following description is taken from Implementing Evidence-Based Policy and Practice in Community Corrections published by the National Institute of Corrections:

Evidence-based practice (EBP) is the objective, balanced and responsible use of current research and the best available data to guide policy and practice decisions, such that outcomes for consumers are improved. In the case of corrections, consumers include offenders, victims and survivors, communities, and other key stakeholders. Used originally in the health care and social science fields, evidence-based practice focuses on approaches demonstrated to be effective through empirical research rather than through anecdote or professional experience alone.

An evidence-based approach involves an ongoing, critical review of research literature to determine what information is credible, and what policies and practices would be most effective given the best available evidence. It also involves rigorous quality assurance and evaluation to ensure that evidence-based practices are replicated with fidelity, and that new practices are evaluated to determine their effectiveness.

Current research points to eight principles that, when taken together, increase the likelihood of offender risk reduction. Though not all of the principles are supported by the same weight of evidence, each has a sound empirical or theoretical basis. In addition, new evidence is always emerging, so the state of the art in risk reduction is likely to evolve over time.2

Eight principles have been identified for program design and evaluation3:

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<tbody>
<tr>
<td>1.</td>
<td>Assess Actuarial Risk/Needs</td>
<td>Develop and maintain a complete system of ongoing offender risk screening and needs assessment. This includes the selection of a “4th Generation” assessment tool which collects both static and dynamic factors and is validated for the target population. Staff must be thoroughly trained, and implementation must be monitored to ensure the highest possible accuracy. The results from this assessment should be updated over time, based on new information.</td>
</tr>
<tr>
<td>2.</td>
<td>Enhance Intrinsic Motivation</td>
<td>Programs must focus on increasing intrinsic motivation rather than relying</td>
</tr>
</tbody>
</table>

2 National Institute of Corrections. 2009. Implementing Evidence-Based Policy and Practice in Community Corrections, 2nd ed. Washington, DC.

on punishment and pressure, to achieve behavioral change. Motivation is dynamic and is strongly influenced by interpersonal interactions, including those with staff from corrections, probation, and service providers.

| 3. Target Interventions | Five key principles form the heart of effective, evidence-based correctional practice. They are as follows:  
**The Risk Principle**: Prioritize supervision and treatment resources for higher-risk offenders. High levels of supervision and services for low-risk offenders are not only wasteful of resources but have been shown to increase criminality. Shifting resources to high-risk offenders results in considerably greater improvements in public safety.  
**The Need Principle**: Target interventions to criminogenic needs, that is, areas of need which are shown by research to be correlated with criminality. According to meta-analytic research, the eight most significant criminogenic needs are: antisocial behavior; antisocial personality; criminal thinking; criminal associates; dysfunctional family; employment and education; leisure and recreation; and substance abuse. Individual assessments are an essential tool to identify and prioritize needs to be addressed.  
**The Responsivity Principle**: Responsivity requires matching services to individual characteristics, including culture, gender, motivation, and developmental stages.  
**The Dosage Principle**: Research indicates that high-risk offenders require a minimum of 200 hours of cognitive-behavioral intervention in order to show improvement in outcomes. During the initial three to nine months post-release, 40-70% of high-risk offenders’ time should be clearly occupied with delineated routine and appropriate services.  
**The Treatment Principle**: Treatment services, particularly cognitive-behavioral interventions, should be integrated into the full sentencing and sanction requirements through proactive, assertive case management. |

| 4. Skill Train with Directed Practice | Programming should emphasize cognitive-behavioral strategies and should be delivered by well-trained staff who understand antisocial thinking, social learning, and appropriate communication techniques. Skills must be consistently practiced by offenders and positively reinforced by staff. |

| 5. Increase Positive Reinforcement | Behaviorists recommend a four-to-one ratio of positive reinforcements to negative reinforcements in order to achieve sustained behavioral change. Increasing positive reinforcement should not come at the expense of administering swift and certain responses to unacceptable behavior. Clear expectations and graduated responses allow offenders to learn and change their patterned behavior over time. |

<p>| 6. Engage Ongoing Support in Natural Communities | Actively recruit and engage family members, spouses, and supportive others in the offender’s immediate environment to positively reinforce positive behavior change. This includes 12-step groups, religious activities, and restorative justice initiatives to re-build pro-social community relationships. |</p>
<table>
<thead>
<tr>
<th>7.</th>
<th>Measure Relevant Processes/Practices</th>
<th>Maintain accurate and detailed documentation of case processing, along with a formal and valid measure of outcomes. Routinely re-assess offender needs and pre-cursors to recidivism. Also conduct routine and objective assessments of staff performance and systemic fidelity to EBP. Implementation of EBP requires a commitment to administering routine fidelity studies to determine if actual practices are matching the protocols for the evidence-based practices that the department has instituted.</th>
</tr>
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<tr>
<td>8.</td>
<td>Provide Measurement Feedback</td>
<td>Use program data to monitor process and change, including both feedback to individual offenders as well as system-wide feedback for accountability for EBP implementation and outcomes.</td>
</tr>
</tbody>
</table>

**Systemic Interventions and Evidence-Based Practice.**

Evidence-based policies and practices are essential in order to achieve desired outcomes such as reducing recidivism and victimization in our communities. Several examples of EBP have been successfully employed in Santa Cruz County to reduce offender risk and subsequent recidivism, including the use of effective assessment and cognitive-behavioral treatment strategies designed to change offender behavior.

It is worth noting that the dramatic increase in rates of incarceration over the past thirty years is only partially explained by crime and offender behavior. Systemic policies and practices have often resulted in an over-dependence on incarceration as the primary response to violations of law and community supervision. Unraveling this reliance requires a combination of interventions at both the offender and systems levels. The application of EBP needs to encompass both of these perspectives in order to reduce recidivism and achieve the best possible public safety outcomes.

During the last two years, the Santa Cruz Probation Chief has worked with the Chief Probation Officers of California (CPOC) and the Crime and Justice Institute (CJI) to develop a data-driven framework and guiding principles for Systemic Interventions. Below are some of the guiding principles and strategies for this work. See also the attached matrix “Sample Menu of Opportunities for Systemic Interventions: Data-Driven Solutions for Justice Improvement,” which illustrates where and how Systemic Interventions can be applied throughout the criminal justice process.

1. **Leadership, Collaboration, and Self-Critique**
   Reducing reliance on prison requires committed and strong leadership and a capacity for critique of system inefficiencies and ineffective practices. Key justice stakeholders must be willing to methodically examine system outcomes, identify areas for improvement, and implement necessary changes. Joint planning and oversight are essential, as is a willingness to broaden the role of community-based partners.

2. **A Systemic Perspective**
   In this context, a systemic perspective looks into aggregate data that identifies clear trajectories to incarceration and how interventions can be applied to reduce failures that lead to incarceration. A continuum of lesser restrictive interventions can be implemented to intercept the need for...
incarceration. Parolees returning to jail and the increases of non-serious offenders at the local level will impact local jails, many of which are already overcrowded. In this instance, Systemic Interventions should look at the entire probation and jail populations to determine ways to alleviate the pressures that realignment presents.

3. Commitment to Thoughtful Planning and Data-Driven Practices
Systemic interventions are based on a data-driven process that relies on objective data, rather than anecdote, to guide system improvement planning, policy development, and continuous improvements in practice. Three components are essential:

a) Baseline Data: the development of baseline aggregate and disaggregated data that provides a portrait of the system outcomes and processes.

b) Continuous management of a data-driven process, where system bottlenecks, inefficiencies, and unwanted results are identified; questions and hypotheses are formed as to what might be leading to the problem, which may require digging deeper into the problem; procedural and programmatic solutions are developed and implemented to have the maximum impact with the resources available; and ongoing evaluation is conducted.

c) Communication of Results: data-driven practices are most powerful when all system stakeholders are engaged, capacity is built within organizations to use data-driven practices, and successes are visible to practitioners, stakeholders, and the public.

4. Examination of Key Decision Points
Systemic Interventions are premised on the understanding that at each stage of the justice process (pretrial, sentencing, and community supervision) discretionary decisions are made that greatly influence system outcomes. Some systemic practices are conducive to offender success, while others may actually compound failures that may not even be linked to criminogenic risk. By disaggregating data at each system decision and process point, problems to be addressed and successes to be championed are illuminated.

5. Build Capacity through a Continuum of Options to Safely Reduce Reliance on Incarceration
A continuum of less restrictive options are developed and tailored for the pretrial, sentencing, and community supervision stages of the criminal process. Evidence-based efforts recognize that incarceration, while necessary in some cases, is costly, provides a contagion factor for deviancy and future recidivism, and may escalate future revocation and imprisonment. A continuum of lesser restrictive options provides the systemic interventions in which evidence-based programs can operate at the local level. These options are developed, implemented, and monitored to ensure that public safety is maintained and net-widening does not occur.

6. Innovation and Replication
EBP promotes the replication of strategies proven to achieve desired outcomes and encourages the creation of research-based system improvements. Systemic interventions promote both the replication of strategies that have improved systemic outcomes and the implementation of locally designed innovations that would appear promising after careful data analysis. With ongoing monitoring, effective
interventions are identified that can become new evidence-based practices. Ineffective interventions are improved or aborted depending on the outcomes.

7. Moving From Policy to Practice
The discovery of a data-driven opportunity for a systemic intervention is only part of the battle. The implementation of systemic interventions requires attention to change management and a strategic approach to implementation efforts. Leadership, collaboration, communication, data feedback and the overall alignment of business practices are critical elements in facilitating systemic change.

8. Commitment to Research-Based Practices
Data-driven techniques must be supported by research. A commitment to research helps justice administrators create learning organizations that wisely use resources for maximum public benefit.

The Santa Cruz County Community Corrections Plan will incorporate EBP at all levels, not just in the selection of treatment services. Best practices in offender reentry make it clear that services and supports must begin during custody, and that release planning needs to be completed early during the period of incarceration so that the inmate and the community can start at once to prepare for successful community reintegration. The engagement of natural supports requires that correctional facilities implement policies and procedures that allow safe access for family members and community service providers to conduct assessment, reconciliation, and planning meetings with offenders during custody. All staff who work directly with offenders need to be trained to support motivational enhancement and cognitive-behavioral interventions.

5. A System Ready to Act: History of Local Efforts

History of Successful Reforms and Systemic Interventions
The Public Safety Realignment Act represents the most significant and sweeping reform to the California criminal justice system since determinant sentencing law was enacted in the late seventies. This legislation poses significant challenges to local jurisdictions that must now build capacity to house and manage a new offender population at the local level through a combination of incarceration, alternatives to incarceration, community supervision, and the delivery of evidence-based interventions targeted to reduce the risk of recidivism.

While these challenges are formidable, Santa Cruz County is well equipped to address them and has been building system capacity for reform throughout the justice system long before AB 109 became a reality. Most notable and enduring has been the juvenile justice reform in Santa Cruz County that has been in place for well over a decade and which has produced dramatic decreases in local and state incarceration of juveniles and has helped reallocate resources to community-based alternatives which have withstood the test of time with positive public safety results in the aggregate.

Like AB 109, the juvenile justice reform was spurred by crisis. In the mid 1990s there was local concern over an overcrowded juvenile hall that disproportionately held Latinos in custody for lesser crimes. The juvenile hall was deemed unsafe. Instead of building a way out of the problem with a new juvenile hall,
the Probation Department worked with county leaders and departments, other law enforcement agencies, and non-profits to adopt the core strategies of the Annie E. Casey Foundation’s Juvenile Detention Alternatives Initiative (JDAI) to greatly reduce reliance on incarceration and reduce racial disparity. These strategies include collaboration among justice stakeholders; data-driven decisions; objective admissions criteria and instruments; non-secure alternatives to detention; case processing reforms to expedite case processing and reduce unnecessary delay; special strategies to address cases or clusters of cases of youth who are detained unnecessarily; reducing racial disparities by eliminating system bias; and monitoring and reporting on conditions of confinement. Santa Cruz County became the first replication site of the original demonstrations sites of the initiative in 1997. Now, 14 years later, there are approximately 120 jurisdictions in 40 states that have adopted JDAI core strategies.

The JDAI strategies assisted in a local criminal justice transformation that began in the mid 2000s. In the face of community concern and an overcrowded jail, the Sheriff sought technical assistance from the National Institute of Corrections to examine the jail population and local criminal justice practices and to provide recommendations to address the crowding problem. Subsequent to the NIC report, the Sheriff’s Office convened a Jail Overcrowding Committee consisting of local leaders and justice stakeholders and instituted a new classification system to better manage the jail populations between facilities and help alleviate pressure to the main jail population. The Probation Department also sought technical assistance through the Vera Institute of Justice. Vera consultants worked closely with probation officers to study the impact of the probation population to the jail and to study probation trajectories (the outcomes during a probation grant that is typically ordered for a three-year period). This study helped the probation department identify systemic interventions, including improved pretrial services and an innovative warrant reduction program that used non-profit personnel through the nationally recognized Friends Outside program to improve probation compliance and success while averting the costly processing of warrants and associate jail time as a consequence. These effective jail alternative programs administered by the Sheriff and Probation have saved an estimated 90 jail beds on a daily basis without jeopardizing public safety.

Current Initiatives Compatible with AB 109

SB 678. A related precursor to the Realignment Act (AB 109) was Senate Bill 678, which called for the local implementation of Evidence-Based Practices to reduce the number of probation failures resulting in prison commitments. SB 678 provides financial incentives based on a redirection of a portion of the state savings in prison costs to counties based on their rate of prison reductions. Additionally, so that counties were not unfairly punished by having lower prison rates to begin with, “high performing counties,” defined by a probation failure prison commitment rate of half or less of the state average, would share in a distribution of five percent of the savings. Santa Cruz County qualified as a high performance county in 2010, which led to a $1.1 million distribution to the county of SB 678 funds.

To date, SB 678 funds have been used to purchase the STRONG assessment (an evidence-based actuarial risk and needs assessment), train staff to implement the assessment, provide for a modest amount of intensive supervision, and build capacity within the probation department to implement “Thinking for a Change,” a cognitive behavioral training for probationers. Given that the future allocation of these funds
is uncertain, the chief probation officer is recommending that these funds be spread over the next few fiscal years to sustain the vital jail alternative programs that are in jeopardy when American Reinvestment and Recovery Act funds end during fiscal year 2011–2012. These programs incorporate evidence-based principles, including the use of validated assessments and matching services to risk levels. They also provide foundational data-driven systemic interventions that safely reduce jail reliance and that will assist with successful transition of authority for non-serious prisoners to the county.

**CalRAPP: California Risk Assessment Pilot Project.** The Santa Cruz County Superior Court and the Probation Department jointly applied for and received a technical assistance grant, along with three other California counties, to implement Evidence-Based Practices within a full criminal court system. This project has brought training to the judiciary and other stakeholders on evidence-based practices, has assisted in the selection and implementation of a validated risk assessment tool, has helped in the development of EBP sentencing, and has provided assistance in the development of a continuum of graduated incentives and sanctions to respond to probation violations and low-level offending using evidence-based and systemic interventions.

**Santa Cruz Research Partnership.** The Santa Cruz County Probation Department and the National Council on Crime and Delinquency received funding from the National Institute of Justice to form a Researcher/Practitioner Partnership to identify and introduce structured decision-making instruments within the Adult Division of the Santa Cruz County Probation Department that will create more consistent case management guidelines and probation sanctions. In addition, the partnership will conduct an analysis to determine whether structured decision-making leads to more positive and equitable outcomes for probationers, particularly Latinos and women.

**Recidivism Reduction through Research-Based Reentry and Rehabilitation (RS).** RS is a project funded by the Second Chance Act for evidence-based reentry planning and service delivery. The project is a collaboration between nine partner organizations to provide a combination of intensive supervision, substance abuse treatment, reentry mentoring, employment readiness and paid job experience, gang desistance mentoring, educational advocacy, and case management. The RS target population is high-risk young adult offenders with a history of violence and above-average rates of recidivism.

**Justice Reinvestment Initiative.** Through a grant awarded by the Bureau of Justice Assistance, Santa Cruz County will receive extensive technical assistance and support to identify and reduce systemic drivers of jail populations and to establish commitment to reinvest savings in community corrections. JRI consultants include top evaluation researchers who are available to work with the CCP, providing objective guidance for data collection and analysis that will inform realignment planning and assessment of the outcomes of individual programs, strategies, and policies.

**Jail Alternatives Initiative.** The Rosenberg Foundation has provided initial funding for the development of model practices for reducing unnecessary incarceration at the county level while promoting long-term public safety. The project involves the Santa Cruz County Probation Department, in collaboration with U.C. Berkeley and the Center on Juvenile and Criminal Justice, to analyze the current county jail...
profile, including factors such as demographic trends, length of stay, and arrest and incarceration patterns.

6. Values and Principles

The development and implementation of the local plan for AB 109 realignment in Santa Cruz County will be guided by values and principles held in common by the membership of the Community Corrections Partnership (CCP). These values and principles have been articulated through existing interagency and community groups focused in the areas of criminal justice and human services, including the Jail Overcrowding Taskforce, the Smart On Crime initiative, and the County System of Care. These have been supplemented by principles advanced by state and national groups such as the National Institute of Corrections, the California State Association of Counties, and the American Civil Liberties Union.

Public safety is the top priority of all partners in this initiative. The CCP recognizes its responsibility to address community concerns and to implement realignment consistent with best practices that hold offenders accountable while reducing the likelihood of recidivism. For this reason, the CCP is committed to the implementation of evidence-based practice at every stage of program design. This focus includes systemic interventions as well as individual service delivery. All partners in this initiative recognize the need for developing and delivering services in a manner consistent with EBP research.

Community inclusion in the process is also a top priority for this initiative. The planning process will continue to include broad representation from the community and to identify and address concerns of criminal justice stakeholders and the general population. Planning and implementation must be data-driven and need to embrace transparency and accountability, and the public needs to be effectively informed at every stage of the process.

Four key values that will drive the planning process include: improving public safety by reducing recidivism; improving accountability to taxpayers by providing cost-effective solutions; protecting the County from costly legal liability related to jail overcrowding; and reducing structural inequalities based on race and poverty.

The components of a smart and accountable justice system include the following:

- Public safety is the top priority. All residents are entitled to safe and violence-free families and communities.
- Offenders should be held accountable to repair the harm caused by crime, remain crime free, and achieve positive growth.
- Opportunities to repair the harm caused by crime and make positive change should be provided in the community to ensure successful reintegration.
- The voices of victims must be included in decisions and the development of sanctions and alternatives.
The justice system should reduce unnecessary incarceration and redirect savings to more effective community-based supervision and reentry programs that reduce recidivism.

The justice system should be guided by research to implement the most cost-effective, evidence-based practices that reduce recidivism, victimization, and probation failure.

A smart and accountable justice system should be guided by data to make improvements and manage outcomes and should report results to the community.

A smart and accountable justice system is best achieved through collaborative partnership between justice practitioners, government leaders, scholars, and community residents.

A System of Care is a service delivery approach utilized in Santa Cruz County that builds partnerships to create a broad, integrated process for meeting families’ multiple needs. This approach is based on the principles of interagency collaboration; individualized strengths-based care practices; cultural competence; community-based services; accountability; and full participation of families and youth at all levels of the system. A central focus of systems of care is building the infrastructure needed to result in positive outcomes for children, youth, and families. The following are principles adapted by CCP members from the Santa Cruz County System of Care:

- The CCP is accountable to the residents we serve by promoting safety, health, and well-being for everyone.
- This work will require creative thinking and an openness to change in systems and practices.
- The CCP will embrace and promote a systems of care framework, which is currently being applied in various programs in the County.
- Effective public safety approaches require health, education, and human services supports to deal with research-identified criminogenic needs.
- The CCP will be data-driven and will incorporate emerging research findings and guidelines in developing and monitoring program effectiveness.
- The CCP will target resources according to documented needs and align fiscal incentives with system goals and outcomes.
- CCP approaches to service development and implementation will be based on a commitment to long-term program sustainability and system-wide impact.
- The CCP will provide culturally and linguistically competent services reflecting the cultural, racial, ethnic, and linguistic diversity of our area and contributing to reducing racial/ethnic disparities in outcomes.
- CCP members will work as true partners, in a spirit of mutual support and collaboration.
- Having adopted these principles, the CCP will incorporate their content and intent into the full span of our work starting at the individual and day-to-day operations level and following...
through to all planning, program development, and quality improvement activities at the systems and policy levels of our partnership.

7. Local Planning to Date

During the last nine months, considerable time has been dedicated to tracking AB 109 as it has evolved from the original bill through final clean-up legislation. Staff from the Probation Department, the Sheriff's Office, the District Attorney's Office, law enforcement, and community-based agencies have attended local and regional informational meetings, participated in webinars and conference calls, and shared summaries and analyses developed by statewide professional organizations. Informational presentations have been made to community members and groups, including the Smart On Crime community forum, presentations to the Santa Cruz Bar Association, the County Children's Network, the BASTA Countywide Steering Committee, Central Probation Chief's, the RS Project Management Team, and many smaller groups. Finally, there have been two informational meetings of the Community Corrections Partnership, in June and August of 2011. An ad hoc work group of the CCP met in August to outline the process for plan development, and the Court Processing Work Group held an initial meeting to identify areas of concern.

Formal action has included the designation by the County on July 20, 2011 of the Probation Department as the agency responsible for post-release community supervision and a resolution by the Board of Supervisors on August 23, 2011 formally establishing the Santa Cruz County Community Corrections Partnership and the Executive Committee, as well as appointing membership to these groups.

In order to expedite the planning process, the Probation Department contracted with Linda Perez, an independent consultant with special expertise and knowledge regarding Santa Cruz County criminal justice and human service agencies. Ms. Perez conducted a series of key informant interviews with CCP members and other stakeholders to gather concerns to be addressed and recommendations to be included in the Community Corrections Plan and process. The following questions were used:

1. What have you done to prepare for implementation of AB 109, the Public Safety Realignment ACT?
2. Please share your thoughts about the proposed Phase I of the implementation plan, as it pertains to your role on the CCP (Community Corrections Partnership) and the role your organization might play. In general, do you support the Phase One plan as it is described currently?
3. Would you describe your organization's history of working with the offender population(s) affected by AB 109? What are your agency's existing strengths, assets, and programs that can be joined with AB 109 implementation? What service linkages currently exist for the population? What service linkages are still needed?
4. What do you think is key to reducing recidivism for this offender population at the local level? How interested would you be in trying new approaches aligned with the NIC EBP framework to further reduce recidivism? On a scale of 1 to 10, how would you rate your
organization’s use of the NIC’s eight evidence-based principles (where 1=little to no
awareness of the EBP and 10=full implementation of the EBP with high fidelity)?

5. What sort of training needs relevant to implementation of EBPs for the AB 109 offender
population do you anticipate needing at your organization?

6. Would you review the list of CCP workgroups and tell me if you think the list is sufficient?
Are there any workgroups that you would be interested in working on, if you are not doing
so already? Which ones?

7. What concerns do you have about the planning phases or generally about the AB 109
legislation implementation? Which components of the plan do you think are in place
already? Which components could be linked? Which components are weak or missing?

8. What ideas do you have that you would like the CCP to consider?

Applied Survey Research, Inc. (ASR) has been contracted to conduct a content analysis of responses and
to present findings to the full CCP. Preliminary findings were incorporated into a draft plan to be further
reviewed by all CCP members. This process has increased the level of direct, detailed input while
respecting the time constraints of CCP members. The ASR report can be found as an attachment to this
plan, and will be used to guide the content and process decisions of the work groups.

8. Preliminary Offender Data

Information regarding the target population is available through several existing data sources. The first
of these is the inmate data from the CDRC. As part of the Justice Reinvestment Initiative, Santa Cruz
County has available technical assistance from Dr. James Austin of the JFA Institute. Dr. Austin is
recognized as one of the leading researchers in the field of corrections, particularly in the area of
population projections. Dr. Austin has conducted an initial review of data related to current prison
inmates from Santa Cruz County who meet the criteria for local sentencing in lieu of state prison. Of
the total 559 current prison inmates from Santa Cruz County, approximately 126 meet these criteria.
The characteristics of this group are roughly similar to those of the PRCS population to be supervised by
the Probation Department following prison release. The following table provides the demographic
information for this group along with statewide comparison data. (The results of Dr. Austin’s study have
not yet been finalized and may change slightly prior to being published.)

AB 109 Inmates Now in CDCR as of 7/1/11: Demographic Characteristics (Source: CDRC, JFI Institute)

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<thead>
<tr>
<th></th>
<th>Santa Cruz County</th>
<th>California</th>
</tr>
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<tbody>
<tr>
<td>Race</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Black</td>
<td>21</td>
<td>9,467</td>
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<tr>
<td></td>
<td>17%</td>
<td>23%</td>
</tr>
<tr>
<td>White</td>
<td>59</td>
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<td></td>
<td>47%</td>
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<tr>
<td>Hispanic</td>
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<td>15,902</td>
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<tr>
<td></td>
<td>34%</td>
<td>39%</td>
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<tr>
<td>Gender</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Male</td>
<td>118</td>
<td>35,866</td>
</tr>
<tr>
<td></td>
<td>94%</td>
<td>89%</td>
</tr>
<tr>
<td>Female</td>
<td>8</td>
<td>4,555</td>
</tr>
<tr>
<td></td>
<td>6%</td>
<td>11%</td>
</tr>
</tbody>
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Santa Cruz County Community Corrections Plan, October, 2001
Information available through CRDR records includes additional information that gives a general picture of the type of offender and their potential needs for supervision and services. The following table provides data regarding primary crime, risk level, mental health diagnosis, and gang membership.

<table>
<thead>
<tr>
<th>Primary Crime</th>
<th>Santa Cruz County</th>
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<tbody>
<tr>
<td>Person</td>
<td>24</td>
<td>8,265</td>
</tr>
<tr>
<td>Drugs</td>
<td>42</td>
<td>13,510</td>
</tr>
<tr>
<td>Property</td>
<td>27</td>
<td>13,592</td>
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<tr>
<td>Other</td>
<td>33</td>
<td>5,324</td>
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<table>
<thead>
<tr>
<th>Risk Level</th>
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</tr>
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<tbody>
<tr>
<td>High Drug</td>
<td>18</td>
<td>4,794</td>
</tr>
<tr>
<td>High Property</td>
<td>30</td>
<td>7,854</td>
</tr>
<tr>
<td>High Violent</td>
<td>27</td>
<td>10,697</td>
</tr>
<tr>
<td>Moderate</td>
<td>28</td>
<td>9,600</td>
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<tr>
<td>Low</td>
<td>20</td>
<td>6,469</td>
</tr>
<tr>
<td>Mental Health</td>
<td>19</td>
<td>6,293</td>
</tr>
<tr>
<td>Gang Members</td>
<td>14</td>
<td>6,000</td>
</tr>
</tbody>
</table>

Risk levels were determined by the California Static Risk Assessment Instrument developed by the CDCR in collaboration with researchers at U.C. Irvine and the Washington State Institute for Public Policy. The mental health item is based on the CDCR data flag that indicates that an inmate has a mental health diagnosis and is receiving mental health services.

Additional information on this population will be available through local archival data from the Probation Department, the Courts, and the District Attorney’s office. This data, which is already being compiled and which will be analyzed more thoroughly during Phase Two, will provide profile data regarding the average "trajectory," including the history of prior convictions and program completion/failures.

Other data sources will include information regarding offender needs available from community groups that have a history of serving returning inmates, including the Friends Outside program, which provides drop-in support services. Additional information and guidance may be available from State Parole staff, who will be recruited to participate in CCP work groups. Finally, comprehensive data will be collected from the initial cohort of locally sentenced non-non-nons who would have been sentenced to prison, as well as the initial cohort of PRCS offenders under the supervision of the Probation Department. While archival data will provide general guidance, information from the initial cohort will provide the richest and most accurate source of formative data to help guide program design and refinement.

9. Community Corrections Partnership: Organizational Model

The authorizing legislation establishes the membership of the Community Corrections Partnership (CCP), which is responsible for the development of the Community Corrections Plan, as well as a seven-
member CCP Executive Committee, which votes to recommend the plan to the County Board of Supervisors. The following table lists the required positions and the names of the persons assigned. Executive Committee members are marked with an asterisk.

**Santa Cruz County Community Corrections Partnership: CCP Membership**

<table>
<thead>
<tr>
<th>Position</th>
<th>Representative</th>
</tr>
</thead>
<tbody>
<tr>
<td>Public Defender*</td>
<td>Larry Bigham</td>
</tr>
<tr>
<td>Reentry Coalition CBO Representative</td>
<td>Karen Delaney</td>
</tr>
<tr>
<td>Human Services Department Director</td>
<td>Cecilia Espinola</td>
</tr>
<tr>
<td>Health Services Agency Director*</td>
<td>Rama Khalsa/Giang Nguyen</td>
</tr>
<tr>
<td>District Attorney*</td>
<td>Bob Lee</td>
</tr>
<tr>
<td>Workforce Investment Board Director</td>
<td>David Lundberg</td>
</tr>
<tr>
<td>Chief Probation Officer (Chair)*</td>
<td>Scott MacDonald</td>
</tr>
<tr>
<td>Alcohol and Drug Programs Administrator</td>
<td>Bill Manov</td>
</tr>
<tr>
<td>Presiding Superior Court Judge*</td>
<td>Paul Maragonda</td>
</tr>
<tr>
<td>County Administrative Officer</td>
<td>Susan Mauriello</td>
</tr>
<tr>
<td>Victim Witness Program Manager</td>
<td>Sylvia Nieto</td>
</tr>
<tr>
<td>Police Department Chief*</td>
<td>Manny Solano</td>
</tr>
<tr>
<td>County Superintendent of Education</td>
<td>Michael Watkins</td>
</tr>
<tr>
<td>County Sheriff *</td>
<td>Phil Wowak</td>
</tr>
</tbody>
</table>

* Denotes membership in the AB 109 Executive Committee

In order to meet the mandates of the originating legislation while maximizing community involvement, participation in the Community Corrections Partnership (CCP) will be open to all justice system stakeholders and the general public. Outreach will be conducted to ensure adequate representation from critical sectors, including the faith community, victims of crime, business owners, and formerly incarcerated persons and their families. Decisions made by the CCP will take into consideration all member input, with voting as needed by legally designated members. Plan elements to be approved by the County Board of Supervisors will be authorized by vote of the Executive Committee. The CCP will meet monthly or as needed, and meetings will be in full compliance with California's open meeting laws.

The ongoing work of the CCP will be structured around a series of work groups, each of which will be responsible to gather community input, assess research and data analyses, and develop proposed policies and strategies for approval by the full CCP and Executive Committee. Work group membership will involve area experts and community representatives, with each group chaired by one or two CCP members. Work groups will be integrally linked to existing projects and collaborative groups already active in the community. The following chart depicts the inclusive structure of the CCP.
Work groups will meet as needed between CCP meetings in order to prepare reports and recommendations in a timely fashion. Each work group will be staffed by one or more personnel from the Probation Department, the Sheriff’s Department, or subcontractors with special expertise in convening interagency and community groups. Funding to support the work of the CCP and work groups will come from the one-time CCP Planning Grant. It is anticipated that the CCP and its work groups will remain active throughout the initial year of AB 109 implementation and into the following year as well. The CCP will also promote restorative justice through the development of an adult accountability board that can bring together the voices of victims of crime and those of formerly incarcerated persons.

The following table describes the six current work groups along with the topic areas for consideration that they will be responsible for. Additional work groups may be added, and existing work groups may be suspended, as needs and opportunities change over time.
### Proposed Community Corrections Partnership Work Groups

<table>
<thead>
<tr>
<th>Work Group</th>
<th>Topic Areas for Consideration</th>
</tr>
</thead>
</table>
| **Corrections Management Work Group** | - Develop protocols and agreements on appropriate use of alternatives to incarceration.  
- Determine roles and boundaries between alternatives to incarceration operated by the Sheriff's and Probation Departments.  
- Establish process and outcome evaluations of community corrections programs, including recidivism data for those on alternative programs.  
- Establish in-custody EBP programs, determine who will deliver services.  
- Design and implement reentry model to create seamless transitions from custody to community. |
| **Community Supervision Work Group** | - Expand community capacity for detention alternatives and graduated sanctions.  
- Develop rewards-and-sanctions grid and obtain endorsement from court workgroup.  
- Identify supervision strategies and service delivery system using EBP.  
- Determine staff training needs and implementation plan. |
| **Treatment and Services Work Group** | - Using offender profile data from the Data Analysis and Capacity Building Work Group, identify criminogenic needs of the target population in order to determine service priorities, including housing, employment, mental health, and substance use treatment.  
- Conduct literature review of EBPs and best practices tailored to local needs.  
- Conduct an assessment of the current level of EBP knowledge, skills, and capacity among criminal justice system stakeholders and community service providers.  
- Develop a prioritized list of training and technical assistance needs, along with a list of potential training and technical assistance resources and providers.  
- Develop a process for issuing Requests for Proposals (RFP) for treatment and services, both in-custody and in the community, including clear guidelines for the selection process.  
- Develop information-sharing protocols to enable integrated service delivery across organizational boundaries. This will include common intake, assessment, and electronic records management systems. |
| **Data Analysis and Capacity Building Work Group** | - Develop a core set of formative evaluation questions to be used to guide program development and a core set of summative evaluation questions to be used to assess program outcome and impact.  
- Develop clear and agreed-upon terms and definitions for recidivism and |

Santa Cruz County Community Corrections Plan, October, 2001
other key outcomes.

- Identify baseline rates for recidivism and other key outcomes and develop data collection methods and process.
- Collect and analyze archival data regarding offender characteristics, criminogenic needs, and reentry outcomes. This will include offender profile studies and a study of prison trajectories to determine failure points and opportunities to increase probation success.
- Collect and analyze data from offenders sentenced under the new law, as well as prison inmates released to local community supervision, to identify characteristics, criminogenic needs, and reentry outcomes.
- Conduct study of jail utilization in collaboration with the Justice Reinvestment Initiative and the Jail Alternative Initiative.
- Based on data, identify systemic interventions that foster success and efficient use of resources.
- Conduct System Analysis, including: assess existing local system services to offender population services, including non-profit, public, and private; assess unlinked or unused existing services for target population and determine process for making linkages; identify gaps in services that may be addressed through AB 109 funds; identify funding streams and other matchable funds that can expand available services funded through AB 109.
- Develop guidelines for an external evaluation audit to assess the validity, reliability, and objectivity of all data collection, analysis, and reporting methods, and to build confidence in data integrity.

| Public Education and Engagement Work Group | • Identify strategy and infrastructure for ongoing public input and engagement, including capacity building for volunteers and restorative justice. |
| • Identify strategy for ongoing public and stakeholder communications, including outcome reports and public speaker panel. |
| • Develop outcome reports and program descriptions for public consumption. |
| • Develop media strategies to increase options for public awareness and involvement. |
| • Develop ongoing opportunities for former offenders to voice their concerns and suggestions. |
| • Develop ongoing opportunities for victims of crime to voice their concerns and suggestions. |

| Court Processing Work Group | • Identify impacts of legislative changes on court operations to assist in identifying practice changes and needs. |
| • Establish mechanism for policy decisions and practice changes. |
| • Adopt graduated sanctions and incentives model. Make agreements on appropriate use of alternatives. |
10. Community Correction Partnership: Planning Process

The 2011 Public Safety Realignment Act constitutes a major recalibration of the local justice system. Santa Cruz County has an established history of thoughtful, data-driven, and collaborative planning efforts. This approach has served the county well, directing limited resources to programs and interventions that achieve the maximum public impact. Local criminal justice planning over much of the last decade aligns exceptionally well with the current legislation. In addition, there are a number of technical assistance initiatives in process that will provide the CCP with the data and analysis to enable an informed planning process.

In order to best balance the need for in-depth planning with the need to address immediate system capacity needs, the Community Corrections Plan includes a phased planning process. This will allow for extensive community input and well-informed prioritization of resources for evidence-based strategies that reduce recidivism, and build systemic interventions that most safely manage the local impact of this new legislation. Data from the initial cohort of offenders served will be available to help guide this process as well, so that planning is not solely dependent on archival data sources which may or may not reflect the nature of the target population. The following table presents the four planning phases, along with the projected timeline and primary tasks and components.

<table>
<thead>
<tr>
<th>Santa Cruz County Community Corrections Plan: Planning Phases</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phase One</td>
</tr>
<tr>
<td>This phase is intended to address immediate impacts to incarceration and the new offender population placed under community supervision by the Probation Department. Funds will be applied to implementation of alternatives to incarceration, probation officers to supervise clients, necessary treatment and reentry service supports based on offender needs and risk, and administrative support to manage planning and implementation.</td>
</tr>
<tr>
<td>Phase Two</td>
</tr>
<tr>
<td>This phase will actively involve work groups consisting of the Community Corrections Partnership members to develop implementation policies and protocols based on shared values, research findings, and comprehensive analysis of local data. Tasks will include the assessment of current capacity and training needs; prioritization and selection of services to meet criminogenic needs of offenders; identification of systemic interventions to reduce offender recidivism; the development of graduated responses to non-compliance and community alternatives to incarceration; and education and engagement of the community and key stakeholders regarding the most effective strategies for increasing community safety.</td>
</tr>
</tbody>
</table>
Phase Three
Allocation Planning

March 2012 to July 2012

During this phase, Year One activities, services, and outcomes will be evaluated, population trends will be reviewed, and adjustments and augmentations will be made based on continuation funding levels determined by the State.

Phase Four
Evaluation and Revision

October 2011 and ongoing

This phase will run concurrent to all other phases. Data-driven practices will be employed to guide the entire planning process, from design to implementation to evaluation, in order to ensure quality interventions and recidivism reduction.

The first phase recognizes the critical need to address two initial impact areas: management of a new offender population that will serve time in jail and add additional stress to facilities already facing significant overcrowding; and community supervision of the non-non-non population who would have gone to prison as well as the Post-Release Community Supervision offenders who will parole from prison to local probation. Phase One includes a nine-month allocation of only those resources that are needed to expand system capacity regarding incarceration and community supervision for the initial cohort of offenders. This will include three broad areas: the expansion of corrections facility capacity, including bed space, staffing, and training; the expansion of probation staffing and training to provide intensive community supervision; and adequate administrative support for ongoing CCP planning and implementation. Details regarding Phase One activities can be found below in Section 11 of this plan. A Phase One budget can be found in the attachments to this plan.

The second phase provides for a thoughtful planning effort that will include: in-depth information about the offender population profiles; an examination of the current use of system interventions across justice system disciplines and programs; capacity building for EBP, including training and technical assistance; and a proposal and bidding process followed by contract development for new evidence-based treatment and service programs for the offender population. Outcomes for the initial cohort will be tracked and an evaluation and ongoing data plan will be developed in order to manage and adjust AB 109 expenditures over time with maximum impact to reduce recidivism.

Phase Three will include a formal assessment of policies, practices, and services to date. This will serve as the foundation for planning for the 2012–2013 fiscal year, taking into consideration State funding appropriations that are currently undecided and unknown, as well as any additional State guidance or regulations. Phase Four is an evaluation process which will take place concurrent with all other phases and which continues into the future. This will feature a full review of system and program interventions; tracking and measurement of recidivism and other outcomes; attribution of outcomes to specific programmatic components; and assessment of fidelity to EBP delivery throughout the criminal justice system. Evaluation findings will be incorporated in continuous program improvement and redesign of implementation strategies.
11. Phase One Detail

*Immediate system capacity needs: Corrections*

The implementation of realignment under AB 109 will increase the number of inmates to be housed in local correctional facilities and supervised in the community. Additional inmates will include those convicted of a felony who are now sentenced to 16 months, 2 years, or 3 years or more in county jail in lieu of state prison (the non-non-nons); additional people in jail on pretrial status; violators of post-release community supervision; violators of state parole; and offenders in community supervision who are sanctioned with flash incarceration (up to ten days for each violation). State estimates, based on historical trends and assumptions regarding average length of stay, indicate a total of approximately 160 new inmates in the first two years of implementation, requiring a total of 95 new jail beds at full capacity (78 for locally sentenced non-non-nons and 17 for PRCS violators who are returned to local custody). Approximately 40 new inmates are anticipated during the first six months of implementation.

The Santa Cruz County Sheriff's Office correctional facilities currently operate at 115% to 130% of rated capacity. Overcrowding would be considerably more serious without the effective pre-trial and Warrant Reduction programs operated by the Probation Department. Under the Probation Chief's plan, these programs will continue with support through SB 678 funding. Even with this support, local facilities cannot absorb the estimated 160 new inmates per year without serious consequences for safety and liability. Nor will the resources available allow for facility expansion to meet this influx while maintaining the treatment services and community supervision that are essential to public safety. Instead, the Sheriff's Office and the Community Corrections Partnership have determined that the most effective approach will be to increase the use of alternative incarceration programs for lower-level offenders in order to free up existing jail beds for additional inmates.

These alternatives will include home detention with electronic monitoring, GPS monitoring, and transdermal alcohol and proximity monitoring, as well as an expansion of the existing Work Release program. Authority for these programs already exists under Section 1203.016 and .017 of the California Penal Code, in which inmates committed to the County correctional facilities may voluntarily or involuntarily be placed in a home detention program during their sentence instead of confinement in the County jail or other correctional facility. In order to avoid a critical shortage of inmate housing as this new population begins to arrive, it will be necessary to begin custody alternative programs immediately.

The custody alternative programs are consistent with the EBP risk principle, which reduces unnecessary incarceration for inmates assessed to be at low risk of re-offending. Assignment to custody alternatives will be made on a case-by-case basis, including consideration of exclusionary offenses and conditions recommended by the courts, the District Attorney, and other justice system stakeholders. The current Work Release program allows individuals meeting certain criteria to serve their sentences through the performance of community-service work projects. The Court may recommend Work Release or offenders may apply for the program. Participants pay a one-time application processing fee and an additional fee for each day of the sentence. Phase One resources will be available to reduce or waive fees for indigent offenders otherwise unable to participate.
Electronic Monitoring Programs (EMP) have been implemented by the Probation Department since 2006 for eligible pre-trial defendants, and since 2009 for post-sentenced offenders. The program includes radio frequency monitoring, transdermal alcohol monitoring, breath-based alcohol monitoring, and GPS-based monitoring to accurately track an offender's movement in the community. Outcome data show a high rate of program compliance, with only 3% of offenders committing a new offense while on EMP, 1% absconding, and 7% completing with one or more technical probation violations. The Sheriff's Office will build on the existing model of the Probation EMP and have developed a bidding process to identify a state-of-the-art vendor to operate the technical aspects of the program.

Electronic Monitoring Program Outcomes, October 2009 to September 2011 (N=128)

Beginning in Phase One, the Sheriff's Office will put in place a Custody Alternatives Program (CAP) consisting of four Correctional Officers, a Supervising Correction Officer, a Correctional Sergeant, an Accounting Technician and a Typist Clerk. Three of the Correctional Officers will be existing staff dedicated as an in-kind match to the initiative. The CAP team will be furnished with a Sheriff's Office patrol car to facilitate safe home visits and transport of inmates. The Sheriff will develop a contract for EMP services with a provider chosen through a competitive bidding process. Finally, an additional module will be added to the existing Jail Management System for the Custody Alternatives Program.

While there is no way to eliminate the risk of recidivism, this plan manages finite resources to reduce the overall level of risk by employing proven strategies to supervise the lowest-risk offenders in community settings so that jail space is available when needed for higher-risk populations. At the same time, EBP strategies to reduce risk are employed with a population that currently receives little or no support for community reentry. The Sheriff's Office, the Probation Department, and the CCP will closely
monitor implementation of these programs, documented public safety outcomes, and community concerns.

**Immediate system capacity needs: Probation**

The Probation Department has been designated as the local agency responsible for community supervision of low-level offenders released from state prison, the Post-Release Community Supervision (PRCS) population. In addition, Probation will be responsible for non-non-non offenders on probation who are given a split sentence that includes a period of community supervision. The State estimates that 142 PRCS cases will be released to the Santa Cruz County Probation Department rather than to the State Division of Adult Parole Operations. Approximately 61 are expected during the first six months of implementation and 93 during the first year. These will begin to arrive immediately following the October 1, 2011 start date: locally sentenced offender supervision is anticipated to be added to this group after the first three to six months.

Additional Probation Officers will be needed to adequately serve this population. Professional probation standards recommend a minimum ratio of 1 probation officer to 50 probationers, with a ratio of 1 to 20 for intensive cases. Given the fact that Santa Cruz County has historically maintained low rates of prison confinement compared with other counties, it is anticipated that the PRCS population will have a relatively large percentage of higher-risk offenders. The Probation Chief is recommending an initial 1 to 35 ratio. In order to provide staff capacity for this initial cohort, a total of two full-time Probation Officers will be hired and trained to provide an array of EBP supervision tools and techniques, including Motivational Interviewing, cognitive-behavioral curricula, drug testing, field visits, electronic monitoring programs, flash incarceration, and court liaison. Probation staff will apply Evidence-Based Practices including the STRONG risk assessment; reentry and case plan targeting criminogenic needs; and community supervision to ensure public safety and court compliance.

In addition, the Probation Department will expand administrative capacity in order to oversee Community Corrections Partnership planning process; analyze population profiles to design, develop and implement community corrections programs; develop community contracts; evaluate program effectiveness; provide outcome reports; and oversee all project management duties. CCP Planning funds will be used to support staff and professional subcontracts to staff CCP work groups, conduct data collection and analysis, provide training and staff development regarding EBP, and conduct objective process and outcome evaluation of the initiative and individual components.

**Immediate system capacity needs: Treatment and Services**

The initial PRCS population, along with early non-non-nons in community supervision, are expected to have unmet criminogenic needs which place them at high risk for recidivism and associated community harm. The CCP Data Analysis and Capacity Building Work Group will collect intensive data regarding the characteristics, needs, and outcomes related to this cohort in order to prioritize an ongoing array of services and supports. In order to address these needs while this study goes forward, however, Phase One will include Probation funding for flex funds that can be used on a case-by-case basis as needed to pay for EBP substance abuse treatment, education and employment assistance, cognitive-behavioral...
interventions, or other services based on assessed criminogenic need. Services provided through flex funds will be closely evaluated to assess appropriateness of matching to client need, fidelity of implementation, and participant recidivism, risk level, and other outcomes.

12. Conclusion

The above plan represents the beginning of an inclusive, collaborative, and quality process which balances immediate system capacity needs with the value of community inclusion and data-driven decision-making. The organizational structure that it establishes utilizes the strengths of the Santa Cruz County justice system and human service providers and encourages meaningful participation by the public in planning, implementation, and assessment of policies and programs. AB 109 represents a remarkable opportunity for our county to improve public safety outcomes for our residents, to better meet the needs of victims of crime, and to hold offenders accountable while facilitating their successful return to a productive role in the community. Santa Cruz County is ready to once again demonstrate its capacity for innovation and leadership in enhancing its adult justice system.
13. References


Bonita, J. and Andrews, D.A. 2007 Risk-Need-Responsivity Model for Offender Assessment and Rehabilitation


Council of State Governments Justice Center 2011. A Ten-Step Guide to Transforming Probation Departments to Reduce Recidivism


Feucht, T.E., Gfroerer, J. 2011. Mental and Substance Use Disorders among Adult Men on Probation or Parole: Some Success against a Persistent Challenge


National Institute of Corrections. 2009. Implementing Evidence-Based Policy and Practice in Community Corrections, 2nd ed. Washington, DC.


14. Attachments

- Santa Cruz County Board of Supervisors Resolution Establishing the CCP

- Report by Applied Survey Research, Inc. "Feedback from the Santa Cruz County Community Corrections Partnership (CCP) on Planning for Public Safety Realignment: Highlights of Interviews with CCP Members"

- Santa Cruz County Community Corrections Phase One Budget

- Systemic Interventions Matrix

- CalRAPP: Santa Cruz County Technical Violation Response Guidelines
Attachment One

Santa Cruz County Board of Supervisors Resolution Establishing the CCP
AGENDA: August 23, 2011

BOARD OF SUPERVISORS
County of Santa Cruz
701 Ocean Street
Santa Cruz, CA 95060

SUBJECT: Community Corrections and Reentry Partnership

Dear Members of the Board:

In an effort to address overcrowding in California’s prisons and assist in alleviating the state’s financial crisis, the Public Safety Realignment Act (Assembly Bill 109) was signed into law on April 4, 2011. AB109 transfers responsibility for supervising specified lower level inmates and parolees from the California Department of Corrections and Rehabilitation to counties. Implementation of the Public Safety Realignment Act is scheduled for October 1, 2011.

Section 1230 of the California Penal Code reads in part as follows:

(1) The community corrections program shall be developed and implemented by probation and advised by a local Community Corrections Partnership. (2) The local Community Corrections Partnership shall be chaired by the Chief Probation Officer and comprises the following membership:

(A) The presiding judge of the superior court, or his or her designee.
(B) A county supervisor or the chief administrative officer for the county or a designee of the board of supervisors.
(C) The district attorney.
(D) The public defender.
(E) The sheriff.
(F) A chief of police.
(G) The head of the county department of social services.
(H) The head of the county department of mental health.
(I) The head of the county department of employment.
(J) The head of the county alcohol and substance abuse programs.
(K) The head of the county office of education.
(L) A representative from a community-based organization with experience in successfully providing rehabilitative services to persons who have been convicted of a criminal offense.

(M) An individual who represents the interests of victims.

Additionally, Section 1231 was added to the Penal Code and provides, in part, as follows:

(a) Each county local Community Corrections Partnership established pursuant to subdivision (b) of Section 1230 shall recommend a local plan to the county board of supervisors for the implementation of the 2011 public safety realignment. (b) The plan shall be voted on by an executive committee of each county's Community Corrections Partnership consisting of the chief probation officer of the county as chair, a chief of police, the sheriff, the District Attorney, the Public Defender, the presiding judge of the superior court, or his or her designee, and one department representative listed in either subparagraph (G), (H), or (J) of paragraph (2) of subdivision (b) of Section 1230, as designated by the county board of supervisors for purposes related to the development and presentation of the plan. (c) The plan shall be deemed accepted by the county board of supervisors unless the board rejects the plan by a vote of four-fifths of the board, in which case the plan goes back to the Community Corrections Partnership for further consideration.

In order to provide for a planning process that is both inclusive and timely, the Community Corrections and Reentry Partnership (CCRP) will develop an overall community corrections plan that includes logical phases to be developed over time. This will allow the CCRP to respond to priority community safety needs in time for the October 1 start date, while also collecting data and community input regarding offender service needs. It is anticipated that the plan, with an initial phase budget, will be submitted to your Board by the CCRP Executive Committee in September, 2011.

Your Board must make appointments to both the CCRP, as well as the CCRP's Executive Committee. The CCRP comprises ten (10) officials designated by statute, and four (4) members representing certain categories. Of the four positions not designated by statute, staff recommends appointment of County Administrative Officer Susan Mauriello to the CCRP position designated for a county supervisor or the chief administrative officer, based on her local and state leadership on this topic and her ability to broadly represent the interests of your Board and the County administration. Alternatively, your Board may designate a single Board Member to fill this position. For the position designated for a police chief, Manny Solano, Watsonville Chief of Police, is recommended to serve both on the CCRP and the Executive Committee based on his nomination by the Santa Cruz County Law Enforcement Chief's Association. For the at-large representative from a community-based organization, Karen Delaney, Executive Director of the Volunteer Center of Santa Cruz County, is recommended based on her past leadership in the County's Reentry Council and her agency's extensive involvement in providing services to offenders both in custody and in community reentry. For the at-large representative of victims' interests Sylvia Nieto, Program Manager of the County Victim Services Program is recommended based on the breadth of her program's contact with and service to victims of crime.
The Executive Committee is made up of six (6) officials designated by statute and one of the County department representatives serving on the CCRP. Giang Nyuyen, Health Services Agency Assistant Director, is recommended to serve as the selected County department head on the Executive Committee, based on the anticipated criminogenic needs in the areas of mental health and substance abuse among the service population.

While CCRP membership is specified by legislation, full participation in the planning process will be extended to all stakeholders and interested community members. As chair I will actively seek out input, information and involvement from Board members, justice system practitioners, and the community to help shape the community corrections plan. This will include open work groups, community presentations and forums, focus groups and interviews.

The Public Safety Realignment Act presents both a challenge and an unparalleled opportunity to enhance our County’s justice system and public safety outcomes. I look forward to your Board’s full involvement and input in the on-going planning and implementation of this important initiative.

It is, therefore, RECOMMENDED that your Board:

1. Adopt the attached resolution establishing the Santa Cruz County Community Corrections and Reentry Partnership (CCRP);

2. Appoint the following to the CCRP:
   a. By virtue of the office each holds: the Chief Probation Officer; the Presiding Judge of the Superior Court; the District Attorney; the Public Defender; the Sheriff; the Human Services Department Director; the Health Services Agency Assistant Director; the Workforce Investment Board Director; the Substance Abuse Program Administrator; and the County Superintendent of Schools;
   b. Many Solano, Watsonville Police Chief; Susan Mauriello, County Administrative Officer; Karen Delaney, Director of the Volunteer Center of Santa Cruz County; and Sylvia Nieto, Program Manager of the County Victim Services Program.

3. Appoint the following to the Executive Committee of the CCRP:
   a. By virtue of the office each holds: the Chief Probation Officer; the Presiding Judge of the Superior Court; the District Attorney; the Public Defender; and the Sheriff;
   b. Many Solano, Watsonville Police Chief, and the Health Services Agency Assistant Director.

Sincerely,

Scott MacDonald
Chief Probation Officer

RECOMMENDED:

Susan A. Mauriello
County Administrative Officer
Distribution:

Jeffrey Almquist, Presiding Judge of the Superior Court
Bob Lee, District Attorney
Larry Biggam, Public Defender
Phil Wowak, Sheriff
Cecilia Espinola, Human Services Department Director
Giang Nguyen, Health Services Agency Assistant Director
David Lundberg, Workforce Investment Board Director
Bill Manov, Substance Abuse Program Administrator
Michael Watkins, County Superintendent of Schools
Manny Solano, Watsonville Police Chief
Karen Delaney, Director of the Volunteer Center of Santa Cruz County
Sylvia Nieto, Program Manager of the County Victim Services Program
BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF SANTA CRUZ, STATE OF CALIFORNIA

RESOLUTION NO._____

On the motion of Supervisor
Duly seconded by Supervisor
The following resolution is adopted.

RESOLUTION ESTABLISHING THE COMMUNITY CORRECTIONS
PARTNERSHIP PURSUANT TO SECTION 2.38.070 OF THE
SANTA CRUZ COUNTY CODE

WHEREAS, Chapter 3, Title 8, Part 2 of the Penal Code, entitled “The California Community Corrections Performance Incentives Act of 2009,” was enacted with the goal of reducing the recidivism of felony probationers by improving probation services using evidence based practices; and

WHEREAS, the Act calls for each community to institute a Community Corrections Program; and

WHEREAS, California Penal Code section 1230 authorizes the establishment of a local advisory body to make recommendations relating to the operation of a Community Corrections Program; and

WHEREAS, Section 2.38.070 of the County Code requires the adoption of a resolution to create a committee.

NOW, THEREFORE, the Board of Supervisors of the County of Santa Cruz resolves and orders as follows:

SECTION I

The Santa Cruz County Community Corrections Partnership is hereby established under the authority of California Penal Code § 1230 and in accordance with the provisions of County Code § 2.38.070.

SECTION II

The Santa Cruz County Community Corrections Partnership (the “CCP”) shall observe the following provisions:

1. PURPOSE: The CCP shall advise and make recommendations to the Chief Probation Officer on matters related to the development and implementation of a Community Corrections Program established pursuant to Chapter 3, Title 8, Part 2 of the Penal Code.

2. MEMBERSHIP:
   A. The CCP shall consist of thirteen (13) members comprised of the following membership, with the Chief Probation Officer serving as Chair:
i. The Presiding Judge of the Superior Court, or his or her designee;
ii. The County Administrative Officer;
iii. The District Attorney;
iv. The Public Defender;
v. The Sheriff;
vi. A Chief of Police nominated by the Santa Cruz County Law Enforcement Chief’s Association;
vii. The Director of the County Human Services Department;
viii. The Director of County Mental Health and Substance Abuse Services;
ix. The County Substance Abuse Program Administrator;
x. The Workforce Investment Board Director;
xi. The County Superintendent of Schools;
xii. An at-large representative selected from a community based organization providing rehabilitation services to persons convicted of a criminal offense;
xiii. An at-large representative who represents the interests of crime victims.

3. **TERM:** The CCP shall serve until December 31, 2013, or until dissolved by resolution of the Board of Supervisors, whichever occurs first. The CCP’s term shall be renewable only by resolution of the Board of Supervisors specifying a new date.

4. **ORGANIZATION AND PROCEDURES:** The CCP shall comply in all respects with the Santa Cruz County Code unless otherwise provided herewith:
   A. **County Staff:** The Probation Department shall provide staff support for the CCP.
   B. **Meetings:** The CCP shall comply in all respects with the Ralph M. Brown Act (Government Code § 54950 et seq.). All business shall be conducted in a manner that is substantially in accord with Sturgis Standard Code of Parliamentary Procedures.

5. **EXECUTIVE COMMITTEE:** An Executive Committee of the CCP shall be established.
   A. **Purpose:** The Executive Committee shall carry out those duties required by vote to approve and forward to the Board of Supervisors a plan to implement the 2011 public safety realignment recommended by the CCP and all other duties required under Penal Code section 1230.1.
   B. **Membership:** The Executive Committee shall be comprised of the following members, with the Chief Probation Officer serving as Chair:
      i. The Chief Probation Officer;
      ii. The Presiding Judge of the Superior Court, or his or her designee;
      iii. The Police Chief;
      iv. The District Attorney;
      v. The Public Defender;
      vi. The Sheriff;
      vii. A County department representative selected by the Board of Supervisors from either 2.A.vii, viii or ix.
C. **Meetings:** The Executive Committee shall comply in all respects with the Ralph M. Brown Act (Government Code § 54950 et seq.). All business shall be conducted in a manner that is substantially in accord with Sturgis Standard Code of Parliamentary Procedures.

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Cruz, State of California, this ___day of ____, 2011, by the following vote:

\[
\begin{align*}
\text{AYES:} & \quad \text{SUPERVISORS} \\
\text{NOES:} & \quad \text{SUPERVISORS} \\
\text{ABSENT:} & \quad \text{SUPERVISORS} \\
\text{ABSTAIN:} & \quad \text{SUPERVISORS}
\end{align*}
\]

Chair of the Board of Supervisors

ATTEST:

\[\text{Clerk of the Board}\]

Approved as to Form:

\[\text{Office of the County Counsel}\]
Attachment Two

Report by Applied Survey Research, Inc. "Feedback from the Santa Cruz County Community Corrections Partnership (CCP) on Planning for Public Safety Realignment: Highlights of Interviews with CCP Members"
FEEDBACK FROM THE SANTA CRUZ COUNTY COMMUNITY CORRECTIONS PARTNERSHIP (CCP) ON PLANNING FOR PUBLIC SAFETY REALIGNMENT

BACKGROUND

In an effort to address overcrowding in California prisons, the conditions of confinement found to be unconstitutional by the U.S. Supreme Court, and the state's financial crisis, the Public Safety Realignment Act (AB 109) was signed into law on April 4, 2011. AB109 transfers responsibility for supervising specified lower level inmates and parolees from the California Department of Corrections and Rehabilitation to counties. Implementation of the Public Safety act is scheduled for October 1, 2011.

The Chief Probation Officer is recommending that a Phase I be implemented to address the immediate impacts on the jail and offender supervision that will be felt locally after October 1. Also recommended are some treatment and service dollars to be applied until more formal programs are established. Fifteen members of the Community Corrections Partnership were interviewed by Linda Perez Salazar, a contracted consultant, to gather feedback on the initial concept of the Phase I implementation plan. Applied Survey Research provided technical assistance with development of the interview protocol as well as analysis and summary of interview field notes. The following information represents highlights from the summarized findings.

SUPPORT FOR THE PHASE I IMPLEMENTATION PLAN CONCEPT

- Nearly all members supported the general concept of the Phase I Implementation Plan as proposed
- Members expressed support for the Sheriff's plan to share resources

CONCERNS

- Unprecedented statewide scope of legislation with a mandated rapid implementation timeline that allows for very little local planning time
- Inadequate funding and lack of resources:
  - For what will be required at the local level (e.g., law enforcement, public defender's office, health services)
  - For Phase II of the implementation
  - Underfunded programs may be judged inaccurately as ineffective
- How to define the optimal re-entry process and criteria for success
- How to establish and maintain a data-driven and transparent CCP decision making process
- Building in support for victims
- Lack of direct representation of the offender population in the planning process
- Need for conversations and stronger linkages between specific government entities and community agencies, including the faith-based community, relevant to realignment
- Need for good communication with law enforcement agencies about individual offenders returning to the county

TRAINING NEEDS

- Evidence-based practices for adult offenders (e.g., Ed Latessa's upcoming training)
- Expansion of existing training for defense attorneys on implications of AB109 for their clients
- Electronic monitoring systems (for multiple audiences)
- Evidence-based practices for treatment of alcohol and other drug abuse, mental health disorders, and co-occurring disorders for the re-entry population
- Home visitation protocols for probation custodial corrections officers

**Recommendations**

**Re-entry Model: Supervision of Offenders**
- Use state funds to support embedding probation officers with local law enforcement and behavioral health treatment providers
- Expand use of electronic monitoring
- Expand use of Sheriff’s Work Release program
- Maintain the possibility of sanctions (e.g., to increase behavioral health treatment compliance)
- Examine the cost-effectiveness of selected approaches

**Re-entry Model: Coordinated Services & Supports for Offenders**
- Share information about re-entering offenders across agencies for individualized program planning
- Include health services, particularly behavioral health services
- Include job skill development and employment (e.g., internship development, skills training)
- Include stable housing
- Include educational opportunities
- Develop information mechanisms for offenders and their families

**CCP Planning Process**
- Use a data-driven, transparent, consensus building process as much as possible
- Develop and implement needs assessments of first set of re-entering offenders to be used to identify, modify, and/or develop best fitting programs
- Convene a panel of victims and a panel of offenders to hear their concerns and suggestions
- Create an adult accountability board
- Monitor impact of probation caseload
- Monitor changes in frequency and typology of criminal offenses
- Focus on program sustainability
- Engage the public in more discussions using multiple methods (e.g., web-based, in-person)
- Contract with an independent evaluator to assist with ongoing program evaluation that informs program modifications as needed along the way

**CCP Meetings**
- Have chairs of workgroups report out to the CCP and to the community through Smart on Crime public forums
- Invite a representative from the State (AOC or Governor’s office) to present to the CCP and answer questions
- Allow standing agenda items for legislative updates and relevant research news
- Engage the Workforce Investment Board, Chamber of Commerce, faith-based community, BASTA, and the Criminal Justice Council
Attachment Three

Santa Cruz County Community Corrections Phase One Budget
### Phase 1 Program Activities and Outcomes

<table>
<thead>
<tr>
<th><strong>Jail Alternatives.</strong> Address current jail overcrowding and new population through Sheriff Supervised Alternatives to incarceration: expanded work release and electronic monitoring. <strong>Outcome:</strong> Safely lower Jail Population by 120 inmates once fully operational.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Enhanced Probation Supervision.</strong> Build immediate capacity for Post Release Community Supervision (PRCS) to prepare for new population beginning October 1, 2011. Apply Evidence Based Practices including STRONG risk assessment; reentry and case plans targeting criminogenic needs. Community Supervision to ensure public safety, community supervision and court compliance. Achieve risk reduction at reassessment.</td>
</tr>
<tr>
<td><strong>EBP Interventions and Reentry Services and Supports.</strong> Establish a flexible fund to provide EBP interventions and necessary supports based on criminogenic needs assessment to address reentry needs of PRCS populations and Community Supervision. Successful transition from prison to community.</td>
</tr>
<tr>
<td><strong>Administration of AB109 Community Corrections Partnership.</strong> Oversee Community Corrections Partnership planning process, analyze population profiles to design, develop and implement community corrections programs, develop community contracts, evaluate program effectiveness, provide outcome reports, oversee all project management duties.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Staffing /Budget items</strong></th>
<th><strong>EBP Interventions and Reentry Services and Supports.</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Corrections Sgt.</td>
<td>1 x .75 FTE DPO I/II</td>
</tr>
<tr>
<td>(2) Corrections Officers</td>
<td>1 x .75 FTE DPO I/II bilingual</td>
</tr>
<tr>
<td>(1) Administrative Aide</td>
<td>2 computers laptop &amp; docking station</td>
</tr>
<tr>
<td>(1) Typist Clerk III</td>
<td>Phones</td>
</tr>
<tr>
<td>EMP Provider Contract</td>
<td>Testing Supplies</td>
</tr>
<tr>
<td>Indigent EMP funds</td>
<td>Mileage</td>
</tr>
<tr>
<td>Overtime/On-call pay</td>
<td></td>
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<tr>
<td>CAP vehicle</td>
<td></td>
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<tr>
<td>JMS module</td>
<td></td>
</tr>
<tr>
<td><strong>Funding</strong></td>
<td><strong>Proportion of AB 109</strong></td>
</tr>
<tr>
<td><strong>Total nine month budget for FY2011/12</strong></td>
<td><strong>28.87%</strong></td>
</tr>
<tr>
<td><strong>$480,058</strong></td>
<td><strong>$171,142</strong></td>
</tr>
<tr>
<td><strong>10.29%</strong></td>
<td><strong>8.21%</strong></td>
</tr>
<tr>
<td><strong>$136,500</strong></td>
<td><strong>$124,155</strong></td>
</tr>
<tr>
<td><strong>7.47%</strong></td>
<td><strong>Sheriff’s Office Phase One Subtotal</strong></td>
</tr>
<tr>
<td><strong>Probation Department Phase One Subtotal</strong></td>
<td><strong>$480,058</strong></td>
</tr>
<tr>
<td><strong>Treatment Services Phase One Subtotal</strong></td>
<td><strong>$295,297</strong></td>
</tr>
<tr>
<td><strong>Total Phase One Budget</strong></td>
<td><strong>$136,500</strong></td>
</tr>
<tr>
<td><strong>Total Phase One Budget</strong></td>
<td><strong>54.84%</strong></td>
</tr>
</tbody>
</table>
Attachment Four

Systemic Interventions Matrix
### Sample Menu of Opportunities for Systemic Interventions: Data-Driven Solutions for Justice Improvement

#### Enhanced Services to Reduce Recidivism and Reliance on Incarceration

<table>
<thead>
<tr>
<th>POLICIES &amp; PROCEDURES</th>
<th>PRETRIAL</th>
<th>SENTENCE</th>
<th>POST SENTENCE/PROBATION SUPERVISION</th>
<th>System Seamlessness and Capacity Building</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Structured decision-making Pretrial releases</td>
<td>Risk Assessment incorporated in sentencing recommendations</td>
<td>Reassessment of risk</td>
<td>Contracts with service providers that require EBP and quality assurance mechanisms for desired system outcomes</td>
</tr>
<tr>
<td></td>
<td>Discretionary releases authority</td>
<td>Negotiations with court to develop targeted probation plans at Probation Discretion</td>
<td>Incentivized probation with policies for early termination</td>
<td>Proactive information sharing with system stakeholders</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Revision of policies including, length of probation and other</td>
<td>Authorization of Administrative Responses at Probation Discretion</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Policies to ensure assertive case management strategies and reasonable efforts are exhausted before use of incarceration</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Development of policies to incentivize and manage probation caseloads through early terminations and reduced probation grant periods</td>
<td></td>
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<td></td>
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</tr>
<tr>
<td>PRACTICES &amp; TOOLS</td>
<td>PROGRAMS</td>
<td>PERFORMANCE &amp; DATA MEASURES</td>
<td></td>
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<tr>
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<td></td>
<td></td>
</tr>
<tr>
<td>Risk assessment for pretrial release</td>
<td>Supervised Release</td>
<td>Tracking of FTA’s and Reoffenses by type</td>
<td></td>
<td></td>
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<tr>
<td>Straight releases</td>
<td>Intensive supervised release with electronic monitoring</td>
<td>Tracking of rule violations (separated from public safety measures above)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pre-arraignment release</td>
<td></td>
<td>Tracking of jail days saved</td>
<td></td>
<td></td>
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<tr>
<td>Administrative responses for rule violations</td>
<td></td>
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<td></td>
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<tr>
<td>Alternatives to incarceration through increased intensity of supervision</td>
<td></td>
<td>Tracking of jail days saved</td>
<td></td>
<td></td>
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<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>EBP Risk Assessment</td>
<td>How to succeed on probation curriculum</td>
<td>Data tracking of probation success outcomes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Continuum of Alternatives to jail and prison menu</td>
<td>EBP alternatives to incarceration</td>
<td>Program dosage and monitoring of success</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Screening committee / admin review for prison recommendations</td>
<td>community based program alternatives</td>
<td>Quality Assurance monitoring for “net-widening”</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Administrative Response grid including punishers and incentives</td>
<td>Evidence Based Programs which are aligned as probation violation alternatives</td>
<td>Tracking of probation success</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Probation Violation Review through screening committee or centralized processes</td>
<td>Warrant Reduction Program to increase probation connectedness</td>
<td>Data on Probation violations and responses by type</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Performance-based probation Length – incentives to reduce length of probation</td>
<td></td>
<td>Tracking of referral and program data</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Strength based and motivational interviewing</td>
<td></td>
<td>Link assessment and case planning data to programs and outcome</td>
<td></td>
<td></td>
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<tr>
<td>Cognitive behavioral techniques</td>
<td></td>
<td>Quality assurance of system integrity</td>
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<td></td>
<td></td>
<td>System level dashboards</td>
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<tr>
<td>Data-driven methods to diagnose system needs and identify areas for process improvements</td>
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<tr>
<td>Gap analysis of assessment results and services available</td>
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<tr>
<td>Joint training and quality assurance efforts</td>
<td></td>
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<tr>
<td>CPAI and/or CPCs for service providers</td>
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<tr>
<td>Coordinating Councils of system stakeholders to review and improve service delivery</td>
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<tr>
<td>Quality assurance of system integrity</td>
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<tr>
<td>System level dashboards</td>
<td></td>
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</tbody>
</table>
Attachment Five

CalRAPP: Santa Cruz County Technical Violation Response Guidelines
## CalRAPP: Santa Cruz County Technical Violation Response Guidelines

<table>
<thead>
<tr>
<th>Probationer Risk / Supervision Level (staff w/supervisor for outside box)</th>
<th>Low Risk</th>
<th>Moderate Risk</th>
<th>High Risk</th>
</tr>
</thead>
<tbody>
<tr>
<td>Low Risk</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Letter of apology</td>
<td>Office Visit - discussion about behavior</td>
<td>Employment related activity</td>
<td></td>
</tr>
<tr>
<td>Employment related activity / Job fair /</td>
<td>Give deadline to respond or provide a new referral</td>
<td>Proof of pro-social activity/family support</td>
<td></td>
</tr>
<tr>
<td>Career Center</td>
<td>If high restitution &amp; failure to make payments</td>
<td>Modification of case plan/reassessment</td>
<td></td>
</tr>
<tr>
<td>Verbal reprimand - discussion about behavior</td>
<td>Employment related activity / Job fair /</td>
<td>Letter of apology</td>
<td></td>
</tr>
<tr>
<td>Phone call or Office Visit</td>
<td>Career Center</td>
<td>Thinking report</td>
<td>Thinking for a Change</td>
</tr>
<tr>
<td>Refer to outpatient treatment</td>
<td>Proof of pro-social activity/family support</td>
<td>Skill practice with DPO</td>
<td></td>
</tr>
<tr>
<td>Increase reporting, testing, or 12 step meetings</td>
<td>Letter of apology</td>
<td>Contact with Probationer</td>
<td>discussion about behavior</td>
</tr>
<tr>
<td></td>
<td>Thinking report</td>
<td>Immediate contact</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Skill practice with DPO</td>
<td>Deny travel permits (with other technical violations)</td>
<td></td>
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<tr>
<td></td>
<td>Send comply letter – if no response to t/c</td>
<td>Treatment Assessment</td>
<td></td>
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<tr>
<td></td>
<td>Deny travel permits (with other technical violations)</td>
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<tr>
<td></td>
<td>Refer to outpatient treatment</td>
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<tr>
<td></td>
<td>Increase reporting, testing, or 12 step</td>
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<tr>
<td></td>
<td>meetings</td>
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<tr>
<td>Moderate Risk</td>
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</tr>
<tr>
<td>Minor Probation Violation</td>
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<tr>
<td>Probation extension / modification</td>
<td></td>
<td></td>
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<tr>
<td>Residential or out-patient treatment (not court ordered)</td>
<td></td>
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<tr>
<td>Phone call or Office Visit</td>
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<tr>
<td>Increase reporting, testing, or 12 step meetings</td>
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<tr>
<td>Educational classes</td>
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<tr>
<td>Victim awareness program</td>
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<tr>
<td>High Risk</td>
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<tr>
<td>Moderate Probation Violation</td>
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<tr>
<td>Treatment (not court ordered)</td>
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<tr>
<td>Residential or out-patient</td>
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<tr>
<td>Court Intervention</td>
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<td></td>
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<tr>
<td>Phone call or office visit</td>
<td></td>
<td></td>
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<tr>
<td>High (Serious) Probation Violiation</td>
<td></td>
<td></td>
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<tr>
<td>Treatment (not court ordered)</td>
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<tr>
<td>Residential or out-patient</td>
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<tr>
<td>Court Intervention</td>
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<td></td>
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<tr>
<td>Phone call or office visit</td>
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<tr>
<td>Court Intervention - Custody time</td>
<td></td>
<td></td>
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<tr>
<td>Prison (N/A for PRCS, N3's)</td>
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<tr>
<td>Residential Treatment</td>
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<tr>
<td>If AWOL – BW request</td>
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<tr>
<td>Probation violation report w/Court intervention</td>
<td></td>
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<tr>
<td>Increase searches/probation contact</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Thinking for a Change Referral</td>
<td></td>
<td></td>
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<tr>
<td>Probation extension / modification</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Flash Incarceration (PRCS only, Supervisor approval required)</td>
<td></td>
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<td></td>
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<tr>
<td>Electronic Monitoring</td>
<td></td>
<td></td>
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<tr>
<td>Flash Incarceration (PRCS only, Supervisor approval required)</td>
<td></td>
<td></td>
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<tr>
<td>Draft September, 2011</td>
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</tr>
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</table>
# Probation Violation Levels: Definitions and Examples

<table>
<thead>
<tr>
<th>Level</th>
<th>Probation Technical Violations</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Minor</strong></td>
<td>Failure to report any new police contact (no arrest)</td>
</tr>
<tr>
<td></td>
<td>Failure to report personal contact information</td>
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<tr>
<td></td>
<td>Failure to meet w/DPO (depending on directive)</td>
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<tr>
<td></td>
<td>Failure to maintain employment (?)</td>
</tr>
<tr>
<td></td>
<td>Travel violation (out of county/out of state)</td>
</tr>
<tr>
<td></td>
<td>Failure to register 11590 HS</td>
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<td></td>
<td>Failure to pay victim restitution</td>
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<tr>
<td></td>
<td>Positive UA / Failure to abstain (depending)</td>
</tr>
<tr>
<td></td>
<td>Failure to complete CSH's</td>
</tr>
<tr>
<td></td>
<td>Failure to attend out-patient treatment, testing, office visit, DUI or DV classes, anger management</td>
</tr>
<tr>
<td><strong>Moderate</strong></td>
<td>Failure to comply with electronic monitoring (depending on circumstances)</td>
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<tr>
<td></td>
<td>Absconding</td>
</tr>
<tr>
<td></td>
<td>Multiple Dirty UA's/Failure to abstain</td>
</tr>
<tr>
<td></td>
<td>Failure to attend out-patient treatment, testing, office visit, community service, DUI or DV classes, anger management</td>
</tr>
<tr>
<td></td>
<td>Failure to register 290/451/186.22 PC</td>
</tr>
<tr>
<td></td>
<td>Willful failure to pay victim restitution</td>
</tr>
<tr>
<td></td>
<td>Refusal to obey multiple DPO directives (i.e. sign up for classes, pay restitution, enroll in anger management)</td>
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<td>Stay away order violation-victim/gang members</td>
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<td><strong>High</strong></td>
<td>AWOL from residential treatment</td>
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<td>Failure to register 290 PC/451 / 186.22 PC</td>
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<td>Multiple Dirty UA's/Failure to abstain</td>
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<td>Not reporting any new police contact/arrest (high risk)</td>
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<td>Possession of deadly weapons (ex: box cutter, knife)</td>
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<td>AWOL from treatment or work release (court ordered)</td>
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<td>Failure to obey multiple DPO directives</td>
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<td>Violation of restraining order / Victim contact</td>
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<td>Willful failure to pay victim restitution</td>
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The Probation Department is anticipating an increase in the number of offenders requiring community supervision. The increased number of offenders is due to offenders being released from state prison commitments on post release community supervision. This population combined with additional offenders convicted of non-serious, non-violent, and non-sex offenses who are serving a combined sentence of local incarceration and community supervision, will considerably increase the need for community supervision resources. These increases are necessary to expand probation community supervision services through the addition of 2.0 FTE Deputy Probation Officers. It is anticipated that these two Probation Officers may team up with the Sheriff's CAP team for additional community supervision support.

As your Board may recall, during the last year, the adult probation division has implemented risk-based supervision. Caseloads are determined based upon offender's probable risk to reoffend with services targeted to offender criminogenic needs. The additional probation officers will be trained in evidence based supervision tools and techniques, including Motivational Interviewing, cognitive behavioral curricula and case planning targeting the offender's top criminogenic needs. This will be combined with community supervision to ensure public safety and compliance with court ordered terms and conditions.

Administrative oversight shall be put into effect immediately for development of outcome reports and daily project management. Post implementation analysis to monitor the impact on jail facilities, alternative incarceration programs, community supervision and program outcomes. Probation plans to utilize an existing Assistant Division Director (ADD) position to manage the project and a portion of a Senior Departmental Administrative Analyst for the collection of program and service outcome data producing outcome reports. In addition to the requested additional positions, some services and supplies, equipment, employee mileage and telecommunication costs in the amount of $14,664 will be paid with AB 109 funds for a total amount of $295,297.
Attachment C

Sheriff's Department AB 109 Operational Plan

AB 109 has re-written California sentencing guidelines for non-violent, non-sexual and non-serious offenses, and these guidelines now provide that certain felonies are punishable by imprisonment in a county jail, rather than a state prison. The Sheriff's Office estimates that AB 109 will divert about 120 people who would have gone to state prison to county jail facilities in the first year of implementation and an additional 120 are expected to be received during the second year. These additional inmates include those who are convicted of a felony, and who will be sentenced as of October 1st to 16 months and up to 3 or more years in county jail in lieu of state prison, those who are found in violation of post release community supervision, those who are found in violation of state parole (with commitment to county jail for up to 180 days) and those who are under post release community supervision and who are sanctioned with flash incarceration of up to 10 days for each violation. Currently, the average sentence served in County jail facilities is about 32 days.

The three custodial facilities in operation in Santa Cruz County have a combined maximum capacity rating of 448. On any given day there are approximately 510 persons in custody, and the County jail system currently runs between 115% and 130% of capacity. While AB 109 changes the way credits for good time and work time are calculated — generally inmates will serve 50% of their sentence in custody, minus any credits for time served prior to their sentence as determined by the Court, instead of two-thirds of their sentence, which is the current law — new approaches are required. An expansion of in-custody programming will be necessary to offer productive use of time to those incarcerated, and alternatives to confinement in County jail facilities have been developed by the Sheriff.

AB 109 enhances the authority granted to the Sheriff to offer a voluntary or involuntary home detention program to certain sentenced inmates, and to inmates being held in lieu of bail, with participants tracked and monitored by an electronic monitoring device. The successful implementation of the Sheriff's proposed Electronic Monitoring Program (EMP) will depend on the development of a consistent approach, using generally accepted measures, to screen prospective participants for acceptance into an EMP. In the immediate term, the Sheriff proposes the creation of a Custodial Alternatives Program (CAP) team consisting of 4.0 Correctional Officers, 1.0 Supervising Correctional Officer and 1.0 Correctional Sergeant, an Administrative Aide and a Typist Clerk. The CAP team will screen participants for acceptance into the program, and supervise them once enrolled. Three of the six Correction's personnel are existing staff, and will be dedicated to this effort in the first year without additional funding. The CAP team will be furnished with a vehicle to facilitate safe home visits and transport of inmates.

The Sheriff's Office will operate an electronic Monitoring Program as an alternative to physical confinement within the existing jail facilities, providing a cost effective, structured and monitored environment. This technology will be used as a tool to assist with monitoring the movements and compliance of inmates enrolled in the program. The sheriff has issued a Request for Proposals and has selected BI Incorporated as the vendor to provide a variety of devices, depending on the monitoring needs, and to actively monitor those enrolled in the program. The costs of the Sheriff's EMP will be paid, in part, by inmate participants, and an indigent account will be established with AB 109 funds for those who do not have an ability to pay, but qualify for the program. An additional module will be added to the existing Jail Management System to provide tracking information to and from the CAP team, along with inmate payments, and outcomes. The Sheriff's Office is also reviewing the expansion of Corrections medical to fully use the Rountree facility. With changes to the in-custody population, expansion of in-custody programming will be necessary to maintain safety, offer productive use of free time while incarcerated, and to positively influence the successful return of former offenders to the community.
COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

TO:   Board of Supervisors
       County Administrative Office
       Auditor-Controller

FROM:  SHERIFF-CORRECTIONS  (Department)

BY:    [Signature]  9/23/11  (Date)

AGREEMENT TYPE (Check One)

Expenditure Agreement  X  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-Coroner  (Department/Agency)
   and  BI Incorporated, 6400 Lookout Rd, Boulder CO 80301  (Name/Address)

2. The agreement will provide payment for each inmate enrolled in the Alternative Sentencing Program and using an electronic monitor.

3. Period of the agreement is from 10/04/11 to 06/30/12

4. Anticipated Cost is $ 50,000.00  
   Fixed  
   Monthly Rate  
   Annual Rate  
   Not to Exceed

Remarks: New Sheriff-Corrections program, as of 10/4/11

5. Detail:  
   On Continuing Agreements List for FY _____  Page CC- _____  Contract No: ________ OR  X  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 662300 (Index) 3451 (Sub object)

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

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

Sheriff-Corrections  (Dept/Agency Head) to execute on behalf of the  County of Santa Cruz

Date:  9/26/11

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, the ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz
State of California, do hereby certify that the foregoing request for approval of agreement was
approved by said Board of Supervisors as recommended by the County Administrative Office by an
order duly entered in the minutes of said Board on 20

ADM - 29 (8/01) (SHF 12/07)
Title I, Section 300 Proc Man

By: Deputy Clerk

AUDITOR-CONTROLLER USE ONLY

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38 Auditor Description

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INDEPENDENT CONTRACTOR AGREEMENT

This Contract is entered into this 4th day of October, 2011, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and BI Incorporated, hereinafter called CONTRACTOR. The parties agree as follows:

1. **DUTIES.** CONTRACTOR agrees to exercise special skill to accomplish the following results: provide electronic monitoring services as referenced in Exhibit A and Exhibit 1.

2. **COMPENSATION.** In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: Reference Exhibit A and Exhibit 1.

3. **TERM.** The term of this Contract shall be: October 4, 2011 through June 30, 2012.

4. **EARLY TERMINATION.** Either party hereto may terminate this Contract at any time by giving thirty (30) days written notice to the other party.

5. **INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.** CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of paragraphs 5 and 6 shall include, without limitation, its officers, agents, employees and volunteers) from and against:

   A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTOR'S performance under the terms of this Contract, 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 employer-related Federal, State or 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 Contract (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 Contract (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 considered in excess of CONTRACTOR'S insurance coverage and shall not contribute to it. If CONTRACTOR normally carries insurance in an amount greater than the minimum amount required by the COUNTY for this Contract, that greater amount shall become the minimum required amount of insurance for purposes of this Contract. Therefore, CONTRACTOR hereby acknowledges and agrees that any and all insurances carried by it shall be deemed liability coverage for any and all actions it performs in connection with this Contract.

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

A. Types of Insurance and Minimum Limits

(1) Worker's Compensation in the minimum statutorily required coverage amounts. This insurance coverage shall be required unless the CONTRACTOR has no employees and certifies to this fact by initialing here _______.

(2) Automobile Liability Insurance for each of CONTRACTOR'S vehicles used in the performance of this Contract, 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 is required unless the CONTRACTOR does not drive a vehicle in conjunction with any part of the performance of this Contract and CONTRACTOR and COUNTY both certify to this fact by initialing here ___ / ___.

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

(4) Professional Liability Insurance in the minimum amount of $____________ combined single limit, if, and only if, this Subparagraph is initialed by CONTRACTOR and COUNTY ___ / ___.

B. Other Insurance Provisions

(1) If any insurance coverage required in this Contract 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 Contract (hereinafter “post Contract coverage”) and any extensions thereof. CONTRACTOR may maintain the required post Contract coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post Contract coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Contract. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Contract in order to purchase prior acts or tail coverage for post Contract 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, and on behalf of, the named insured’s performance under its/his/her/their contract with the County of Santa Cruz."

(3) All required insurance policies shall be endorsed to contain the following clause: "This insurance shall not be canceled until after thirty (30) days prior written notice has been given to:

Santa Cruz County
Sheriff’s Office
Attn: Fiscal
259 Water Street
Santa Cruz, CA 95060"
(4) CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide COUNTY on or before the effective date of this Contract with Certificates of Insurance for all required coverages. All Certificates of Insurance shall be delivered or sent to:

Santa Cruz County
Sheriff's Office
Attn: Fiscal
259 Water Street
Santa Cruz, CA 95060

7. **EQUAL EMPLOYMENT OPPORTUNITY.** During and in relation to the performance of this Contract, CONTRACTOR agrees as follows:

A. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment; advertising, layoff or termination, rates of pay or other forms of compensation, 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 Contract provides compensation in excess of $50,000 to CONTRACTOR and if CONTRACTOR employees fifteen (15) or more employees, the following requirements shall apply:

   (1) The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment; advertising, layoff or termination, rates of pay or other forms of compensation, selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. In addition, the CONTRACTOR shall make a good faith effort to consider Minority/Women/Disabled Owned Business Enterprises in CONTRACTOR'S solicitation of goods and services. Definitions for Minority/Women/Disabled Business Enterprises are available from the COUNTY General Services Purchasing Division.

   (2) In the event of the CONTRACTOR'S non-compliance with the non-discrimination clauses of this Contract or with any of the said rules, regulations, or orders said CONTRACTOR may be declared ineligible for further contracts with the COUNTY.

   (3) The CONTRACTOR shall cause the foregoing provisions of subparagraphs 7B(1) and 7B(2) to be inserted in all subcontracts for any work covered under this Contract 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 that indicate that CONTRACTOR is an independent contractor.

By their signatures on this Contract, each of the undersigned certifies that it is his or her considered judgment that the CONTRACTOR engaged under this Contract is in fact an independent contractor.

9. NONASSIGNMENT. CONTRACTOR shall not assign the Contract without the prior written consent of the COUNTY.

10. ACKNOWLEDGMENT. CONTRACTOR shall acknowledge in all reports and literature that the Santa Cruz County Board of Supervisors has provided funding to the CONTRACTOR.

11. RETENTION AND AUDIT OF RECORDS. CONTRACTOR shall retain records pertinent to this Contract for a period of not less than five (5) years after final payment under this Contract 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 Contract.

12. PRESENTATION OF CLAIMS. Presentation and processing of any or all claims arising out of or related to this Contract 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.

13. ATTACHMENTS. This Contract includes the following attachments:

   Exhibit A and Exhibit 1

14. LIVING WAGE. This Contract is covered under Living Wage provisions if this section is initialed by COUNTY.

If Item # 14 above is initialed by the COUNTY, then this Contract is subject to the provisions of Santa Cruz County Code Chapter 2.122, which requires payment of a living wage to covered employees. Non-compliance during the term of the Contract with these Living Wage provisions will be considered a
material breach, and may result in termination of the Contract and/or pursuit of other legal or administrative remedies.

CONTRACTOR agrees to comply with Santa Cruz County Code section 2.122.140, if applicable.

15. MISCELLANEOUS. This written Contract, along with any attachments, is the full and complete integration of the parties’ agreement forming the basis for this Contract. The parties agree that this written Contract supersedes any previous written or oral agreements between the parties, and any modifications to this Contract must be made in a written document signed by all parties. Any arbitration, mediation, or litigation arising out of this Contract shall occur only in the County of Santa Cruz, notwithstanding the fact that one of the contracting parties may reside outside of the County of Santa Cruz.

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

1. BI Incorporated

By: 

Company Name: BI Incorporated
Address: 6400 Lookout Road, Boulder CO 80301
Telephone: 303-218-1000
Fax: 303-218-1250
Email: Laurent.Lepoutre@bi.com

2. APPROVED AS TO INSURANCE:

Risk Management 

3. COUNTY OF SANTA CRUZ

By: 

4. APPROVED AS TO FORM:

Asst. County Counsel 

Page 5
EXHIBIT A
MONITORING TERMS AND CONDITIONS

1. DEFINITIONS

1.1 "Active monitoring" or "actively monitor": The ability to periodically receive recent location coordinates and other limited information about Clients, subject to certain limitations set forth in the Documentation.

1.2 Alert Condition: An occurrence requiring BI to provide information to Agency, as further set forth in Section 2.

1.3 Authorized Personnel: Those persons selected by Agency who are authorized to enroll Clients and select or adjust Notification Options.

1.4 Client: A person sentenced and subject to Agency's electronic home detention monitoring program.

1.5 "Confidential Information": Any information which is marked, or should be reasonably understood to be, confidential, proprietary, or trade secrets of BI.

1.6 "Documentation": The "BI ExacuTrack Officer's Reference Manual", the "BI ExacuTrack AT Officer's Reference Manual", and the "BI ExacuTrack One Officer's Reference Manual" which are incorporated herein by this reference and will be provided upon execution of this Agreement.

1.7 Equipment: BI manufactured products including, but not limited to, Field Monitoring Devices, Transmitters, Drive-BI Monitors, Alcohol Monitoring Devices, as well as third party products provided by BI.

1.8 "ExacuTrack™" or "ExacuTrack™ Service": The ExacuTrack Equipment and/or the ExacuTrack AT Equipment, and/or the ExacuTrack One Equipment, licensed software, Documentation and services described in Section 2.

1.9 "GPS": Global positioning satellite.

1.10 Notification Options: Predefined parameters selected by Agency that instruct BI on how to respond to and notify Agency of an Alert Condition.

1.11 "Passive monitoring" or "passively monitor": The ability to periodically store location coordinates and other limited information about Clients for download to the System upon return to the location of the base station by placing the ExacuTrack Tracking Unit in the base station.

1.12 Supplies: Straps, latches, and batteries for the BI Transmitter.

1.13 "System": BI's ExacuTrack central monitoring computer systems that are located and maintained at BI's offices.

1.14 Unit: BI manufactured Field Monitoring Device ("FMD") together with a BI radio frequency transmitter ("Transmitter"), including the following for ExacuTrack Unit or Equipment:

   (1) "ExacuTrack Equipment" consisting of (a) a transmitter, (b) an ExacuTrack Tracking Unit, and (c) a base station; and/or
   (2) "ExacuTrack AT Equipment" consisting of (a) a transmitter, (b) an ExacuTrack AT Tracking Unit, and (c) a base station; and/or
   (3) "ExacuTrack One Equipment" consisting of an ExacuTrack One Tracking Unit. The ExacuTrack One Equipment may include one ExacuTrack One Beacon and one ExacuTrack One HomeBase 105 in addition to the ExacuTrack One Tracking Unit.

2. SERVICES AND RESPONSIBILITIES OF BI

2.1 Training. BI will provide initial on-site training for Agency staff at no charge prior to the commencement of the monitoring program. The training shall be divided into classroom-type and practical hands-on instruction. Training shall be limited to groups of no more than twenty (20) staff. Additional training will be provided at no cost upon reasonable request.

2.2 TotalAccess Training. BI will provide an initial TotalAccess training session at no cost to the Agency, and Additional Training upon request in accordance with Exhibit 1. All TotalAccess training sessions shall be conducted via a remote service such as web conferencing.
2.3 Monitoring Services. BI will provide the following monitoring services to Agency for Agency's operation of an electronic home detention monitoring program. The monitoring services provided hereunder are specifically designed to determine, by electronic means, the presence of a person at a specified location (typically that person's place of residence).

2.3.2 BI will provide notification of Alert Conditions to authorized and identified Agency staff. Alert notification will be in accordance with Section 2.3.5 or as agreed upon in writing in the Agency Notification Form.

2.3.3 Alert Condition and Equipment status information for each Client will be documented and maintained by BI. Upon a Client's completion of the monitoring term, BI will archive a termination record of all monitoring data recorded during the monitoring term and will maintain this record for a period of no less than five (5) years from the date of each Client's termination. BI will maintain a Client Activity Record five (5) years from the start of the Client's monitoring term.

2.3.4 BI will assume the financial responsibility of all communication charges associated with Unit and central host computer communications.

2.3.5 TotalAccess

TotalAccess is a secure and password protected application that supports the BI continuum of radio frequency, GPS, and alcohol monitoring equipment. TotalAccess is available 24 hours a day, 7 days a week, and 365 days a year from any web-enabled computer or a properly configured PDA. In TotalAccess, users are able to:

- Enroll and inactivate clients from the system,
- View and process alerts,
- View, enter and modify data including zones, schedules, and client demographics,
- Create, run, schedule, and download reports,
- Enter procedures for responding to violations and customize violation notifications, and
- Combine events to control alert notification.

Within the TotalAccess platform, users specify how they want to be notified of violations and alerts. Officers can choose to be notified via email, fax and/or page (text message) based on alert priority level and escalation procedures.

Agency shall select notification settings and procedures by completing an Agency Notification Form. Agency may receive automated notifications in the following formats, which can be delivered simultaneously or in a times escalation format: email, text to mobile device (pager, cell phone, PDA), and Fax (additional fee applies). BI will not start service until a signed Alert Notification form is received by BI.

2.4 Agency Support. BI will make reasonable efforts to provide Agency with answers to specific Agency support requests as related to the Equipment, monitoring services, and overall operation of the program. BI will endeavor to provide Agency with answers to specific Agency support requests as related to the ExacuTrack Service. BI will supply Agency with an address for e-mail and a 1-800 toll free number for questions and / or feedback.

2.5 Rental Maintenance. BI shall maintain the Equipment at its expense. Maintenance will be performed at BI's facility. Notwithstanding such obligation, unless otherwise specified in Exhibit 1, Agency shall be responsible for lost or missing Equipment and/or the cost of required repairs necessitated by (i) Agency's negligence or (ii) the damage or destruction of the Equipment by parties other than BI. Agency shall also be responsible for the replacement costs of lost or missing Equipment beyond the Loss or Damage allowance identified in Exhibit 1.

2.6 ExacuTrack Service. BI shall provide Agency access to and use of BI's ExacuTrack Service. BI's ExacuTrack Service permits Agency to access the System using the licensed software in order to actively or passively monitor Clients with the Equipment via the GPS network.

2.7 ExacuTrack Training. BI will provide an initial training session at no cost to Agency regarding the operation and use of the ExacuTrack Service. This training is a requirement before commencement of services under this Agreement. No login ID will be activated until and unless the assigned user has
successfully completed training certified by BI. Additional training will be available in accordance with Exhibit 1, which is attached hereto and incorporated herein.

3. EQUIPMENT

3.1 Supplied by BI.

3.1.1 In the event Agency utilizes BI supplied Units and other Equipment, then BI shall supply a sufficient quantity of Units to meet Agency's need subject to five (5) business days notice prior to shipment. Agency agrees that it shall assist BI in forecasting its Unit needs. All Units or other Equipment supplied by BI shall be subject to all charges set forth in Section 6, as applicable.

3.1.2 Agencies utilizing BI supplied Equipment shall be entitled to receive, at no additional charge, a reasonable quantity of Supplies and a reasonable quantity of installation kits (Unit activator, lead cutter, Allen driver) to maintain Agency’s active monitoring program.

3.1.3 Inspection of Equipment. Upon providing written notice at least two (2) business days prior, BI shall have the right to enter on the premises where the Equipment may be located during normal business hours for the purpose of inspecting it, observing its use, or conducting an inventory.

3.2 Freight. BI will pay for the cost of shipping Units and other Equipment, Supplies and accessories to and from Agency via ground delivery. Agency may request shipping methods other than ground delivery, in which event Agency will pay for the additional cost of such alternative shipping method.

3.3 Supply. Subject to availability of the Units, BI shall supply a sufficient quantity of Units to meet Agency's need subject to notice five (5) business days prior to shipment. Agency agrees that it shall assist BI in forecasting its Unit needs. All Units supplied by BI shall be subject to all charges set forth in Section 5 herein, as applicable. Agencies utilizing BI supplied ExacuTrack and ExacuTrack AT Units shall be entitled to receive, at no additional charge, supplies (batteries, latches, and straps) and installation kits to maintain Agency's active monitoring program. Agencies utilizing BI supplied ExacuTrack One Units shall receive, at no additional charge, a reasonable supply of batteries, latches and installation kits. Replacement of ExacuTrack One fiber optic straps and wallchargers shall be in accordance with the prices set forth on Exhibit 1.

4. MONITORING SYSTEM

4.1 Description. The monitoring system utilized hereunder is an active monitoring system consisting of a Transmitter, an FMD, and BI's central host computer system. Units are issued to the Clients by the Agency. The central host computer system is located in BI's offices. The Units communicate with the host computer system through the Client's standard telephone service.

4.2 System Maintenance. Agency acknowledges that BI must perform periodic maintenance on the host computer system. During the performance of this maintenance, the system may be required to be temporarily 'off-line'. Agency will be notified in advance of any such situation.

5. AGENCY'S OBLIGATIONS. Agency agrees as follows:

5.1 to retain complete authority for Client selection and alert management;
5.2 to be responsible for all liaison work with the involved courts and/or agencies;
5.3 to provide BI with an Agency Level Notification Form signed by an authorized representative;
5.4 to identify Authorized Personnel;
5.5 to provide to BI all required Client information, including, but not limited to, assigned Equipment, demographic information, curfew schedules, and monitoring information;
5.6 to identify and make available Agency staff and/or equipment (fax, pager) for the purpose of notification by BI to Agency of alerts and Equipment status problems;
5.7 to perform or oversee orientation and installation of Equipment in compliance with BI policy. BI policy establishes a specifically correct method of Equipment installation. Orientation, in accordance with BI policy, establishes Equipment use guidelines. In the event that BI assumes liability for lost, stolen, or damaged Units, Agency will ensure that Equipment responsibility forms are signed by the Clients.
5.8 to establish an Alert Condition response policy and to respond to Alert Condition notifications in accordance with that policy;
5.9 to protect and secure Agency access codes; and
5.10 to ensure that users have completed training in access and use of the TotalAccess System.
5.11 to use ExacuTrack in accordance with the terms of this Agreement, including specifically the Documentation;
5.12 to be responsible for all follow up calls to the Clients;
5.13 to use a computer with Internet Explorer 5.5 or higher to access and utilize the ExacuTrack Service;
5.14 to verify the accuracy of its profile and notification defaults prior to enrolling any Clients;
5.15 to be responsible for monitoring Clients, including, but not limited to, managing alerts and reports, in accordance with the Documentation;
5.16 to refrain from sharing login ID's; and
5.17 to perform the functions of data entry and data storage for all Clients properly enrolled per the Documentation. The data entry function consists of the input of all required demographic, curfew, and system configuration information on each case into the System.

6. COST OF SERVICES

6.1 Unit Rental Charge. For every Unit provided to Agency by BI, Agency shall pay to BI rent for each day in any given month that a Unit is in Agency's possession (the "Unit Rental Charge"). The Unit Rental Charge is as set forth on Exhibit 1.

6.2 Additional Rental Charge. For any additional items of Equipment provided by BI, Agency shall pay to BI monthly rent for that item of Equipment in Agency's possession (the "Additional Rental Charge"). The Additional Rental Charge is as set forth on Exhibit 1.

6.3 Monitoring Service Charge. For the purposes of this Agreement, an Active Unit is defined as a Unit which is assigned to a Client and is being monitored by BI (an "Active Unit"). An Active Unit Day is defined as any day, or any portion thereof, in which there is an Active Unit (an "Active Unit Day"). Every Active Unit is subject to a daily charge, the "Monitoring Service Charge", as set forth in Exhibit 1. For every Active Day, Agency shall pay to BI an amount based upon the Monitoring Service Charge.

6.4 ExacuTrack Service Charges. For the purposes of this Agreement, an "Active Unit" is defined as a Unit that is assigned to a Client that is being monitored, regardless of whether such monitoring is active or passive. An "Active Unit Day" is defined as any day, or any portion thereof, in which there is an Active Unit. Every Active Unit is subject to a daily service charge as set forth in Exhibit 1. For every Active Unit Day, Agency shall pay to BI an amount based upon the daily service charge.

6.5 Net 30. BI will invoice Agency on a monthly basis for all charges incurred during the month. Payment shall be made by Agency to BI within thirty (30) days of receipt of BI's invoice. Interest on any amount which is past due shall accrue at the rate of 1-1/2% per month, or if such rate exceeds the maximum rate allowed by law, then at such maximum rate, and shall be payable on demand.

6.6 Taxes. In the event any item hereunder is found to be subject to taxation in any form, except taxes based upon net income, Agency will pay as the same respectively come due, all taxes and governmental charges of any kind whatsoever together with any interest or penalties that may at any time be lawfully assessed or levied against or with respect to such item of equipment or services. In the event Agency is tax exempt, Agency agrees to supply BI with a tax exemption certificate.

7. LIMITATION OF LIABILITY

7.1 Agency will be responsible for the proper use, management and supervision of the Equipment. Agency agrees that BI will not be liable for any damages caused by Agency's failure to fulfill these responsibilities.

7.2 Disclaimer of Warranty. EXCEPT AS SPECIFICALLY PROVIDED HEREIN, BI EXCLUDES THE WARRANTIES OF MERCHANTABILITY AND FITNESS OF THE SERVICE OR EQUIPMENT FOR A PARTICULAR PURPOSE. BI EXPRESSLY DISCLAIMS ANY WARRANTY THAT THE SERVICE OR EQUIPMENT IS IMPERVIOUS TO TAMPERING. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED.

7.3 Damages. IN NO EVENT WILL BI BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF BI HAS KNOWLEDGE OF THE POSSIBILITY OF THE POTENTIAL LOSS OR DAMAGE, IN CONNECTION WITH OR ARISING OUT OF THE PROVIDING.
PERFORMANCE, OR USE OF THE SERVICE OR EQUIPMENT PROVIDED UNDER THIS AGREEMENT.

7.4 Acts. IN NO EVENT DOES BI ASSUME ANY RESPONSIBILITY OR LIABILITY FOR ACTS THAT MAY BE COMMITTED BY PERSONS AND/OR CLIENTS THAT ARE SUBJECT TO AGENCY'S ELECTRONIC MONITORING PROGRAM.

8. FORCE MAJEURE. BI shall not be liable for any delay in the performance or nonperformance which is due to causes beyond BI's control, including, but not limited to, war, fire, floods, sabotage, civil unrest, strikes, embargoes or delays, acts of God, acts of third parties, acts of governmental authority or any agent or commission thereof, accident, breakdown of equipment, telecommunications services – both wireless and wire systems, including cell phones, pagers, and the like, differences with employees or similar or dissimilar causes beyond BI's reasonable control.

9. SOFTWARE LICENSE INDEMNIFICATION

9.1 BI shall indemnify Agency against the liabilities and costs arising from the infringement by the Licensed Software of any United States copyright or patent, or from the infringement of the trademark, trade secret, or unfair competition rights of a third party, provided that Agency promptly notifies BI in writing of the suit or any claim of infringement and that BI is permitted to control fully the defense and settlement of any claim or suit. Agency shall have the right, at its own expense, to appear through counsel of its own choosing.

9.2 BI shall have the right to settle any such claim or suit at its discretion and may procure the right to continue using the software at issue or substitute alternative substantially equivalent non-infringing software, computer programs and supporting documentation.

9.3 BI shall have no liability for any claim or suit based on any United States copyright or patent, or the trademark, trade secret, or unfair competition rights of a third party based on any modification done to the Licensed Software by the Agency.

10. ASSIGNMENT

Agency will not assign, sublicense, or otherwise transfer any of its rights under this Agreement or the license granted hereby without prior written consent of BI.

11. GENERAL

11.1 Each party is obligated to protect the proprietary rights and trade secrets which must be revealed during the course of business. Such obligation shall be for the term of the Agreement and five (5) years thereafter. Protection shall be interpreted as against the use of such information in a way deemed detrimental to the other party. Publicly available information shall not be considered proprietary.

11.2 This Agreement is limited in its scope to its defined purpose. It in no way implies that either party has specific knowledge or bears responsibility for the business practices of the other party. All business practices and contract compliance outside the defined conditions of this Agreement and authorized amendments are the sole responsibility of each party.

11.3 Any provision of this Agreement which is found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Agreement. Preprinted terms and conditions of any purchase order or other instrument issued by Agency in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on BI and will not apply to this Agreement.

12. OTHER GOVERNMENT AGENCIES. The parties agree that any other government agency located in the State of California shall have the option to procure products and services identified in this Agreement at the same prices and terms and conditions. Agency shall incur no financial responsibility in connection with purchase orders issued by another public agency. The public agency shall accept sole responsibility for placing orders or making payments to BI.
EXHIBIT 1
PRICING TERMS

1. Service – Standard Automated

1.1. HomeGuard® 200 Units:

HomeGuard 200 Unit Rental Charge: $1.60 per day per Unit provided from BI inventory.

HomeGuard 200 Monitoring Service Charge: $0.95 per Unit per active day.

Total HomeGuard 200 Unit Charge: $2.55 per Unit per day.

HomeGuard 200 Units One Hundred Percent (100%) Loss or Damage: During each year of the Agreement, BI will pay for the cost associated with replacing lost, stolen, or damaged Units equal to, but not to exceed, one hundred percent (100%) of the average daily total number of active Units in Agency’s possession. Replacement costs for HomeGuard 200 Units above the one hundred percent (100%) allowance are the following: HomeGuard 200 Receiver - $950.00 and HomeGuard 200 Transmitter - $350.00.

HomeGuard 200 Units Twenty Percent (20%) No-charge Spares: Each month hereunder, Agency is entitled to keep a quantity of HomeGuard 200 Units equal to 20% of that month’s average number of Active Units per day, in its possession at no charge (i.e.; these units are not subject to the Unit Rental Charge while not in use). For any inactive HomeGuard 200 Units in excess of the 20% No-charge Spare Allowance, Agency will incur a $1.60 charge per day/per unit. Following execution of this Agreement, Agency will be granted a ninety (90) day ramp-up period before billing of spares will commence. This ninety (90) day ramp-up period may be extended only upon mutual written agreement by Agency and BI no later than thirty (30) days prior to the expiration of such ninety (90) day period.

1.2 HomeGuard® 206 Units:

HG206 HomeGuard Digital Cell Unit Rental Charge: $3.30 per day per Unit provided from BI inventory.

HG206 HomeGuard Digital Cell Monitoring Service Charge: $0.95 per Unit per active day.

Total HG206 HomeGuard Digital Cell Unit Charge: $4.25 per Unit per day.

HomeGuard 206 Units One Hundred Percent (100%) Loss or Damage: During each year of the Agreement, BI will pay for the cost associated with replacing lost, stolen, or damaged Units equal to, but not to exceed, one hundred percent (100%) of the average daily total number of active Units in Agency’s possession. Replacement costs for HG206 Units above the one hundred percent (100%) allowance are the following: HG206 Receiver - $1,450.00 each and HG206 Transmitter - $350.00 each.

HomeGuard 206 Units Twenty Percent (20%) No-charge Spares: Each month hereunder, Agency is entitled to keep a quantity of HG206 Units equal to 20% of that month’s average number of Active Units per day, in its possession at no charge (i.e.; these units are not subject to the Unit Rental Charge while not in use). For any inactive HG206 Units in excess of the 20% No-charge Spare Allowance, Agency will incur a $3.30 charge per day/per unit. Following execution of this Agreement, Agency will be granted a ninety (90) day ramp-up period before billing of spares will commence. This ninety (90) day ramp-up period may be extended only upon mutual written agreement by Agency and BI no later than thirty (30) days prior to the expiration of such ninety (90) day period.
1.3 TAD Units;

**TAD ALCOHOL ONLY CHARGES:**
- TAD Monitoring Unit Rental Charge: $5.55 per Unit per day provided from BI inventory.
- TAD Alcohol Only Monitoring Service Charge: $2.00 per Unit per active day.
- Total TAD Alcohol Only Charge: $7.55 per Unit per day.

**TAD WITH RF CHARGES:**
- TAD Monitoring Unit Rental Charge: $5.55 per Unit per day provided from BI inventory.
- TAD with RF Monitoring Service Charge: $3.43 per Unit per active day.
- Total TAD with RF Charge: $8.98 per Unit per day.

**TAD PLUS CELLULAR – ALCOHOL ONLY CHARGES:**
- TAD Monitoring Unit Rental Charge: $5.55 per Unit per day provided from BI inventory.
- TAD Cellular HomeBase Unit Rental Surcharge: $1.52 per Unit per day provided from BI inventory.
- TAD Alcohol Only Monitoring Unit Service Charge: $2.00 per Unit per active day.
- Total TAD Plus Cellular – Alcohol Only Charge: $9.07 per Unit per day.

**TAD PLUS CELLULAR - WITH RF MONITORING CHARGES:**
- TAD Monitoring Unit Rental Charge: $5.55 per Unit per day provided from BI inventory.
- TAD Cellular HomeBase Unit Rental Surcharge: $1.52 per Unit per day provided from BI inventory.
- TAD with RF Monitoring Service Charge: $3.43 per Unit per active day.
- Total TAD Plus Cellular - with RF Monitoring Charge: $10.50 per Unit per day.

**TAD Units One Hundred Percent (100%) Loss or Damage:** During each year of the Agreement, BI will pay for the cost associated with replacing lost, stolen, or damaged active TAD Units equal to, but not to exceed, one hundred percent (100%) of the average daily total number of Units in Agency’s possession. Replacement costs for TAD Units above the one hundred percent (100%) allowance are the following: TAD Ankle Bracelet - $1,400.00 each; TAD HomeBase - $1,400.00 each; and TAD fiber optic Strap - $60.00 each. Ankle Bracelet and HomeBase = TAD Complete Unit.

**TAD Units Twenty Percent (20%) No-charge Spares:** Each month hereunder, Agency is entitled to keep a quantity of TAD Units equal to 20% of that month’s average number of Active Units per day, in its possession at no charge (i.e.; these units are not subject to the Unit Rental Charge while not in use). For any inactive TAD Units in excess of the 20% No-charge Spare Allowance, Agency will incur a $5.55 charge per day/per unit. Following execution of this Agreement, Agency will be granted a ninety (90) day ramp-up period before billing of spares will commence. This ninety (90) day ramp-up period may be extended only upon mutual written agreement by Agency and BI no later than thirty (30) days prior to the expiration of such ninety (90) day period.
TAD Cellular HomeBase Units One Hundred Percent (100%) Loss or Damage: During each year of the Agreement, BI will pay for the cost associated with replacing lost, stolen, or damaged active TAD Cellular HomeBase Units equal to, but not to exceed, one hundred percent (100%) of the average daily total number of TAD Cellular HomeBase Units in Agency’s possession. Replacement cost for TAD Cellular HomeBase Units above the one hundred percent (100%) allowance is $1,900.00 each.

TAD Cellular HomeBase Units Twenty Percent (20%) No-charge Spares: Each month hereunder, Agency is entitled to keep a quantity of TAD Cellular HomeBase Units equal to 20% of that month’s average number of Active Units per day, in its possession at no charge (i.e.; these units are not subject to the Unit Rental Charge while not in use). For any inactive TAD Cellular HomeBase Units in excess of the 20% No-charge Spare Allowance, Agency will incur a $1.52 charge per day/per unit. Following execution of this Agreement, Agency will be granted a ninety (90) day ramp-up period before billing of spares will commence. This ninety (90) day ramp-up period may be extended only upon mutual written agreement by Agency and BI no later than thirty (30) days prior to the expiration of such ninety (90) day period.

1.4 ExacuTrack One Units:

**EXACUTRACK ONE CHARGES:**

**ExacuTrack One Tracker Component Rental:** $3.70 per day per Unit provided from BI inventory.

**EXACUTRACK ONE WITH 3.240.A0 NZ SERVICE:**

Description: ET One - GPS Point Collection every 3 minutes, Data Transmission every 240 minutes, no AFLT, no Zone Crossing Notification.

**ExacuTrack One 3.240.A0 NZ Service:** $1.00 per day per Unit provided from BI inventory.

**ExacuTrack One 3.240.A0 NZ Total:** $4.70 total of ExacuTrack One Components and ExacuTrack One 3.240.A0 NZ Service charges.

**EXACUTRACK ONE WITH 1.720.A0 ZX SERVICE:**

Description: ET One - GPS Point Collection every 1 minute, Data Transmission every 720 minutes, no AFLT, with Zone Crossing Notification.

**ExacuTrack One 1.720.A0 ZX Service:** $1.45 per day per Unit provided from BI inventory.

**ExacuTrack One 1.720.A0 ZX Total:** $5.15 total of ExacuTrack One Components and ExacuTrack One 1.720.A0 ZX Service charges.

**EXACUTRACK ONE WITH 1.30.A0 ZX SERVICE:**

Description: ET One - GPS Point Collection every 1 minute, Data Transmission every 30 minutes, no AFLT, with Zone Crossing Notification.

**ExacuTrack One 1.30.A0 ZX Service:** $2.00 per day per Unit provided from BI inventory.

**ExacuTrack One 1.30.A0 ZX Total:** $5.70 total of ExacuTrack One Components and ExacuTrack One 1.30.A0 ZX Service charges.
EXACUTRACK ONE WITH 3.240.A60 NZ SERVICE:

Description: ET One - GPS Point Collection every 3 minutes, Data Transmission every 240 minutes, AFLT Collection every 60 minutes if needed, no Zone Crossing Notification.

ExacuTrack One 3.240.A60 NZ Service: $1.20 per day per Unit provided from BI inventory.

ExacuTrack One 3.240.A60 NZ Total: $4.90 total of ExacuTrack One Components and ExacuTrack One 3.240.A60 NZ Service charges.

EXACUTRACK ONE WITH 1.720.A30 ZX SERVICE:

Description: ET One - GPS Point Collection every 1 minute, Date Transmission every 720 minutes, AFLT Collection every 30 minutes if needed, with Zone Crossing Notification.

ExacuTrack One 1.720.A30 ZX Service: $1.65 per day per Unit provided from BI inventory.

ExacuTrack One 1.720.A30 ZX Total: $5.35 total of ExacuTrack One Components and ExacuTrack One 1.720.A30 ZX Service charges.

EXACUTRACK ONE WITH 1.30.A30 ZX ENHANCED SERVICE:

Description: ET One - GPS Point Collection every 1 minute, Data Transmission every 30 minutes, AFLT Collection every 30 minutes if needed, with Zone Crossing Notification.

ExacuTrack One 1.30.A30 ZX Service: $2.20 per day per Unit provided from BI inventory.

ExacuTrack One 1.30.A30 ZX Total: $5.90 total of ExacuTrack One Components and ExacuTrack One 1.30.A30 ZX Service charges.

ExacuTrack One Units One Hundred Percent (100%) Loss or Damage: During each year of the Agreement, BI will pay for the cost associated with replacing lost, stolen, or damaged Units equal to, but not to exceed, one hundred percent (100%) of the average daily total number of Units in Agency’s possession. Replacement costs for ExacuTrack One units above the one hundred percent (100%) allowance are the following: ExacuTrack One Beacon $250.00 each; ExacuTrack One Tracking Unit $1,100.00 each; ExacuTrack One fiber optic Strap $60.00 each; and ExacuTrack One wallcharger $59.00.

ExacuTrack One Units Twenty Percent (20%) No-charge Spares: Each month hereunder, Agency is entitled to keep a quantity of ExacuTrack One Tracking units equal to 20% of that month’s corresponding average number of actively used ExacuTrack One Tracking units per day, in its possession at no charge (i.e.; these units are not subject to the daily rental rate while not in use). For billing purposes, the monthly % No-charge ExacuTrack One Spares allowance will be calculated by multiplying 20% by the number of active ExacuTrack One days for the month. (An active day is defined as a Unit that is active for one day.) Any inactive ExacuTrack One days that exceed this allowance will incur a $3.70 charge per inactive day. (An inactive day is defined a one Unit that is inactive for one day.) Following execution of this Agreement, Agency will be granted a ninety (90) day ramp-up period before billing of spares will commence. This ninety (90) day ramp-up period may be extended only upon mutual written agreement by Agency and BI no later than thirty (30) days prior to the expiration of such ninety (90) day period.

2. Drive-BI Unit: No charge.
3. **ADDITIONAL SERVICES:**

**Freight:** BI will pay for the cost of shipping Units and other Equipment, Supplies and accessories to and from Agency via ground delivery. Agency may request shipping methods other than ground delivery, in which event Agency will pay for the additional cost of such alternative shipping method.

4. **OPTIONAL PRICING:** Upon written notice received by BI no less than sixty (60) days prior to each one (1) year anniversary date of this Agreement, Agency may elect to change the pricing terms in Section 1 above to the pricing terms set forth in this Section 4:

4.1 **HomeGuard® 200 Units:**

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>HomeGuard 200 Unit Rental Charge</td>
<td>$1.10 per day per Unit provided from BI inventory.</td>
</tr>
<tr>
<td>HomeGuard 200 Monitoring Service Charge</td>
<td>$0.95 per Unit per active day.</td>
</tr>
</tbody>
</table>

**Total HomeGuard 200 Unit Charge:** $2.05 per Unit per day.

**HomeGuard 200 Units Five Percent (5%) Loss or Damage:** During each year of the Agreement, BI will pay for the cost associated with replacing lost, stolen, or damaged Units equal to, but not to exceed, 5% of the average daily total number of active Units in Agency’s possession. Replacement costs for HomeGuard 200 Units above the five percent (5%) allowance are the following: HomeGuard 200 Receiver - $950.00 and HomeGuard 200 Transmitter - $350.00.

**HomeGuard 200 Units Twenty Percent (20%) No-charge Spares:** Each month hereunder, Agency is entitled to keep a quantity of HomeGuard 200 Units equal to 20% of that month’s average number of Active Units per day, in its possession at no charge (i.e.; these units are not subject to the Unit Rental Charge while not in use). For any inactive HomeGuard 200 Units in excess of the 20% No-charge Spare Allowance, Agency will incur a $1.10 charge per day/per unit.

4.2 **HomeGuard® 206 Units:**

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>HG206 HomeGuard Digital Cell Unit Rental Charge</td>
<td>$2.55 per day per Unit provided from BI inventory.</td>
</tr>
<tr>
<td>HG206 HomeGuard Digital Cell Monitoring Service Charge</td>
<td>$0.95 per Unit per active day.</td>
</tr>
</tbody>
</table>

**Total HG206 HomeGuard Digital Cell Unit Charge:** $3.50 per Unit per day.

**HomeGuard 206 Units Five Percent (5%) Loss or Damage:** During each year of the Agreement, BI will pay for the cost associated with replacing lost, stolen, or damaged Units equal to, but not to exceed, five percent (5%) of the average daily total number of active Units in Agency’s possession. Replacement costs for HG206 Units above the five percent (5%) allowance are the following: HG206 Receiver - $1,450.00 each and HG206 Transmitter - $350.00 each.

**HomeGuard 206 Units Twenty Percent (20%) No-charge Spares:** Each month hereunder, Agency is entitled to keep a quantity of HG206 Units equal to 20% of that month’s average number of Active Units per day, in its possession at no charge (i.e.; these units are not subject to the Unit Rental Charge while not in use). For any inactive HG206 Units in excess of the 20% No-charge Spare Allowance, Agency will incur a $2.55 charge per day/per unit.

4.3 **TAD Units;**

**TAD ALCOHOL ONLY CHARGES:**

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>TAD Monitoring Unit Rental Charge</td>
<td>$4.55 per Unit per day provided from BI inventory.</td>
</tr>
</tbody>
</table>
TAD Alcohol Only Monitoring Service Charge: $2.00 per Unit per active day.

Total TAD Alcohol Only Charge: $6.55 per Unit per day.

**TAD WITH RF CHARGES:**

TAD Monitoring Unit Rental Charge: $4.55 per Unit per day provided from BI inventory.

TAD with RF Monitoring Service Charge: $3.43 per Unit per active day.

Total TAD with RF Charge: $7.98 per Unit per day.

**TAD PLUS CELLULAR – ALCOHOL ONLY CHARGES:**

TAD Monitoring Unit Rental Charge: $4.55 per Unit per day provided from BI inventory.

TAD Cellular HomeBase Unit Rental Surcharge: $1.52 per Unit per day provided from BI inventory.

TAD Alcohol Only Monitoring Unit Service Charge: $2.00 per Unit per active day.

Total TAD Plus Cellular – Alcohol Only Charge: $8.07 per Unit per day.

**TAD PLUS CELLULAR - WITH RF MONITORING CHARGES:**

TAD Monitoring Unit Rental Charge: $4.55 per Unit per day provided from BI inventory.

TAD Cellular HomeBase Unit Rental Surcharge: $1.52 per Unit per day provided from BI inventory.

TAD with RF Monitoring Service Charge: $3.43 per Unit per active day.

Total TAD Plus Cellular - with RF Monitoring Charge: $9.50 per Unit per day.

TAD Units Five Percent (5%) Loss or Damage: During each year of the Agreement, BI will pay for the cost associated with replacing lost, stolen, or damaged active TAD Units equal to, but not to exceed, 5% of the average daily total number of Units in Agency’s possession. Replacement costs for TAD Units above the 5% allowance are the following: TAD Ankle Bracelet – $1,400.00 each; TAD HomeBase – $1,400.00 each; and TAD fiber optic Strap – $60.00 each. Ankle Bracelet and HomeBase = TAD Complete Unit.

TAD Units Twenty Percent (20%) No-charge Spares: Each month hereunder, Agency is entitled to keep a quantity of TAD Units equal to 20% of that month’s average number of Active Units per day, in its possession at no charge (i.e.; these units are not subject to the Unit Rental Charge while not in use). For any inactive TAD Units in excess of the 20% No-charge Spare Allowance, Agency will incur a $4.55 charge per day/per unit.

**TAD Cellular HomeBase Units Five Percent (5%) Loss or Damage:** During each year of the Agreement, BI will pay for the cost associated with replacing lost, stolen, or damaged active TAD Cellular HomeBase Units equal to, but not to exceed, 5% of the average daily total number of TAD Cellular HomeBase Units in Agency’s possession. Replacement cost for TAD Cellular HomeBase Units above the 5% allowance is $1,900.00 each.

**TAD Cellular HomeBase Units Twenty Percent (20%) No-charge Spares:** Each month hereunder, Agency is entitled to keep a quantity of TAD Cellular HomeBase Units equal to 20% of that month’s average number of Active Units per day, in its possession at no charge (i.e.; these units are not subject to the Unit Rental Charge while not in use). For any inactive TAD Cellular HomeBase Units in excess of the 20% No-charge Spare Allowance, Agency will incur a $1.52 charge per day/per unit.
4.4 ExacuTrack One Units:

**EXACUTRACK ONE CHARGES:**

- **ExacuTrack One Tracker**
  - Component Rental: $2.95 per day per Unit provided from BI inventory.

**EXACUTRACK ONE WITH 3.240.A0 NZ SERVICE:**

- Description: ET One - GPS Point Collection every 3 minutes, Data Transmission every 240 minutes, no AFLT, no Zone Crossing Notification.
- **ExacuTrack One 3.240.A0 NZ Service:** $1.00 per day per Unit provided from BI inventory.
- **ExacuTrack One 3.240.A0 NZ Total:** $3.95 total of ExacuTrack One Components and ExacuTrack One 3.240.A0 NZ Service charges.

**EXACUTRACK ONE WITH 1.720.A0 ZX SERVICE:**

- Description: ET One - GPS Point Collection every 1 minute, Data Transmission every 720 minutes, no AFLT, with Zone Crossing Notification.
- **ExacuTrack One 1.720.A0 ZX Service:** $1.45 per day per Unit provided from BI inventory.
- **ExacuTrack One 1.720.A0 ZX Total:** $4.40 total of ExacuTrack One Components and ExacuTrack One 1.720.A0 ZX Service charges.

**EXACUTRACK ONE WITH 1.30.A0 ZX SERVICE:**

- Description: ET One - GPS Point Collection every 1 minute, Data Transmission every 30 minutes, no AFLT, with Zone Crossing Notification.
- **ExacuTrack One 1.30.A0 ZX Service:** $2.00 per day per Unit provided from BI inventory.
- **ExacuTrack One 1.30.A0 ZX Total:** $4.95 total of ExacuTrack One Components and ExacuTrack One 1.30.A0 ZX Service charges.

**EXACUTRACK ONE WITH 3.240.A60 NZ SERVICE:**

- Description: ET One - GPS Point Collection every 3 minutes, Data Transmission every 240 minutes, AFLT Collection every 60 minutes if needed, no Zone Crossing Notification.
- **ExacuTrack One 3.240.A60 NZ Service:** $1.20 per day per Unit provided from BI inventory.
- **ExacuTrack One 3.240.A60 NZ Total:** $4.15 total of ExacuTrack One Components and ExacuTrack One 3.240.A60 NZ Service charges.
EXACUTRACK ONE WITH 1.720.A30 ZX SERVICE:

Description: ET One - GPS Point Collection every 1 minute, Date Transmission every 720 minutes, AFLT Collection every 30 minutes if needed, with Zone Crossing Notification.

ExacuTrack One 1.720.A30 ZX Service: $1.65 per day per Unit provided from BI inventory.

ExacuTrack One 1.720.A30 ZX Total: $4.60 total of ExacuTrack One Components and ExacuTrack One 1.720.A30 ZX Service charges.

EXACUTRACK ONE WITH 1.30.A30 ZX ENHANCED SERVICE:

Description: ET One - GPS Point Collection every 1 minute, Data Transmission every 30 minutes, AFLT Collection every 30 minutes if needed, with Zone Crossing Notification.

ExacuTrack One 1.30.A30 ZX Service: $2.20 per day per Unit provided from BI inventory.

ExacuTrack One 1.30.A30 ZX Total: $5.15 total of ExacuTrack One Components and ExacuTrack One 1.30.A30 ZX Service charges.

ExacuTrack One Units Five Percent (5%) Loss or Damage: During each year of the Agreement, BI will pay for the cost associated with replacing lost, stolen, or damaged Units equal to, but not to exceed, five percent (5%) of the average daily total number of Units in Agency's possession. Replacement costs for ExacuTrack One units are the following: ExacuTrack One Beacon $250.00 each; ExacuTrack One Tracking Unit $1,100.00 each; ExacuTrack One fiber optic Strap $60.00 each; and ExacuTrack One wallcharger $59.00.

ExacuTrack One Units Twenty Percent (20%) No-charge Spares: Each month hereunder, Agency is entitled to keep a quantity of ExacuTrack One Tracking units equal to 20% of that month's corresponding average number of actively used ExacuTrack One Tracking units per day, in its possession at no charge (i.e.; these units are not subject to the daily rental rate while not in use). For billing purposes, the monthly % No-charge ExacuTrack One Spares allowance will be calculated by multiplying 20% by the number of active ExacuTrack One days for the month. (An active day is defined as a Unit that is active for one day.) Any inactive ExacuTrack One days that exceed this allowance will incur a $2.95 charge per inactive day. (An inactive day is defined a one Unit that is inactive for one day.)
COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

TO: Board of Supervisors
    County Administrative Office
    Auditor-Controller

FROM: SHERIFF-CORRECTIONS (Department)

BY: [Signature] 9/22/11 (Date)

AGREEMENT TYPE (Check One)

Expenditure Agreement [X] 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-Coroner (Department/Agency) and Executive Information Services (Name/Address)

2. The agreement will provide payment for each inmate enrolled in the Alternative Sentencing Program and using the JMS Module.

3. Period of the agreement is from 10/01/11 to 06/30/12

4. Anticipated Cost is $ 30,000.00 [Fixed] [Monthly Rate] [Annual Rate] [Not to Exceed]

Remarks: New Sheriff-Corrections program, as of 10/1/11

5. Detail: [ ] On Continuing Agreements List for FY ________ Page CC- ________ Contract No: ________ OR [X] 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 662300 (Index) 3665 (Sub object)

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

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

Sheriff-Corrections (Dept/Agency Head) to execute on behalf of the County of Santa Cruz

Date: 9/22/11

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 approved 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) (SHF 12/07)
Title I, Section 300 Proc Man

By: Deputy Clerk

AUDITOR-CONTROLER USE ONLY

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

TC110 Auditor Description Amount Index Sub object User Code

38
INDEPENDENT CONTRACTOR AGREEMENT

This Contract is entered into this 1st day of October, 2011, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and Executive Information Services, aka EIS, hereinafter called CONTRACTOR. The parties agree as follows:

1. **DUTIES.** CONTRACTOR agrees to exercise special skill to accomplish the following results: Reference Attachment “A”.

2. **COMPENSATION.** In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: .25 cents will be paid to the CONTRACTOR for each inmate enrolled in the Alternative Sentencing Program and using the JMS Module, per day.

3. **TERM.** The term of this Contract shall be: October 1, 2011 through June 30, 2016.

4. **EARLY TERMINATION.** Either party hereto may terminate this Contract at any time by giving thirty (30) days written notice to the other party.

5. **INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.** CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of paragraphs 5 and 6 shall include, without limitation, its officers, agents, employees and volunteers) from and against:

   A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTOR’S performance under the terms of this Contract, 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 Contract (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 Contract (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 considered in excess of CONTRACTOR’S insurance coverage and shall not contribute to it. If CONTRACTOR normally carries insurance in an amount greater than the minimum amount required by the COUNTY for this Contract, that greater amount shall become the minimum required amount of insurance for purposes of this Contract. Therefore, CONTRACTOR hereby acknowledges and agrees that any and all insurances carried by it shall be deemed liability coverage for any and all actions it performs in connection with this Contract.
If CONTRACTOR utilizes one or more subcontractors in the performance of this Contract, CONTRACTOR shall obtain and maintain Independent Contractor’s Insurance as to each subcontractor or otherwise provide evidence of insurance coverage from each subcontractor equivalent to that required of CONTRACTOR in this contract, unless CONTRACTOR and COUNTY both initial here. 

A. Types of Insurance and Minimum Limits

(1) Worker’s Compensation in the minimum statutorily required coverage amounts. This insurance coverage shall be required unless the CONTRACTOR has no employees and certifies to this fact by initialing here.

(2) Automobile Liability Insurance for each of CONTRACTOR’S vehicles used in the performance of this Contract, 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 is required unless the CONTRACTOR does not drive a vehicle in conjunction with any part of the performance of this Contract and CONTRACTOR and COUNTY both certify to this fact by initialing here.

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

(4) Professional Liability Insurance in the minimum amount of $, combined single limit, if, and only if, this Subparagraph is initialed by CONTRACTOR and COUNTY.

B. Other Insurance Provisions

(1) If any insurance coverage required in this Contract 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 Contract (hereinafter “post Contract coverage”) and any extensions thereof. CONTRACTOR may maintain the required post Contract coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post Contract coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Contract. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Contract in order to purchase prior acts or tail coverage for post Contract 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, and on behalf of, the named insured’s performance under its/his/her/their contract with the County of Santa Cruz.”
(3) All required insurance policies shall be endorsed to contain the following clause: 
“...This insurance shall not be canceled until after thirty (30) days prior written notice has been given to:

Santa Cruz County
Sheriff's Office
Attn: Fiscal
259 Water Street
Santa Cruz, CA 95060

(4) CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide COUNTY on or before the effective date of this Contract with Certificates of Insurance for all required coverages. All Certificates of Insurance shall be delivered or sent to:

Santa Cruz County
Sheriff's Office
Attn: Fiscal
259 Water Street
Santa Cruz, CA 95060

7. EQUAL EMPLOYMENT OPPORTUNITY. During and in relation to the performance of this Contract, CONTRACTOR agrees as follows:

A. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, 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 Contract provides compensation in excess of $50,000 to CONTRACTOR and if CONTRACTOR employees fifteen (15) or more employees, the following requirements shall apply:

(1) The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment; advertising, layoff or termination, rates of pay or other forms of compensation, selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. In addition, the CONTRACTOR shall make a good faith effort to consider Minority/Women/Disabled Owned Business Enterprises in CONTRACTOR'S solicitation of goods and services. Definitions for Minority/Women/Disabled Business Enterprises are available from the COUNTY General Services Purchasing Division.

(2) In the event of the CONTRACTOR'S non-compliance with the non-discrimination clauses of this Contract or with any of the said rules, regulations, or orders said CONTRACTOR may be declared ineligible for further contracts with the COUNTY.
(3) The CONTRACTOR shall cause the foregoing provisions of subparagraphs 7B(1) and 7B(2) to be inserted in all subcontracts for any work covered under this Contract 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 that indicate that CONTRACTOR is an independent contractor.

By their signatures on this Contract, each of the undersigned certifies that it is his or her considered judgment that the CONTRACTOR engaged under this Contract is in fact an independent contractor.

9. **NONASSIGNMENT.** CONTRACTOR shall not assign the Contract without the prior written consent of the COUNTY.

10. **ACKNOWLEDGMENT.** CONTRACTOR shall acknowledge in all reports and literature that the Santa Cruz County Board of Supervisors has provided funding to the CONTRACTOR.

11. **RETENTION AND AUDIT OF RECORDS.** CONTRACTOR shall retain records pertinent to this Contract for a period of not less than five (5) years after final payment under this Contract 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 Contract.

12. **PRESENTATION OF CLAIMS.** Presentation and processing of any or all claims arising out of or related to this Contract 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.
13. **ATTACHMENTS.** This Contract includes the following attachments:

Attachment “A” & “B”

14. **LIVING WAGE.** This Contract is covered under Living Wage provisions if this section is initialed by COUNTY

If Item # 14 above is initialed by the COUNTY, then this Contract is subject to the provisions of Santa Cruz County Code Chapter 2.122, which requires payment of a living wage to covered employees. Non-compliance during the term of the Contract with these Living Wage provisions will be considered a material breach, and may result in termination of the Contract and/or pursuit of other legal or administrative remedies.

CONTRACTOR agrees to comply with Santa Cruz County Code section 2.122.140, if applicable.

15. **MISCELLANEOUS.** This written Contract, along with any attachments, is the full and complete integration of the parties’ agreement forming the basis for this Contract. The parties agree that this written Contract supersedes any previous written or oral agreements between the parties, and any modifications to this Contract must be made in a written document signed by all parties. Any arbitration, mediation, or litigation arising out of this Contract shall occur only in the County of Santa Cruz, notwithstanding the fact that one of the contracting parties may reside outside of the County of Santa Cruz.

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

**EXECUTIVE INFORMATION SERVICES**

Print Name: Alvin J. Gortinsky

Address: 1396 NE 20 Ave; Ocala, FL 34470
Telephone: 856-701-6107

**COUNTY OF SANTA CRUZ**

Phil Wowak, Sheriff-Coroner

APPROVED AS TO INSURANCE:

Janet McKinley

Risk Management
9-21-11

APPROVED AS TO FORM:

Janet McKinley

Asst. County Counsel
9/21/11
SCSO Alternative Sentencing Use License

SCSO will be granted an agency level license to use the provided Alternative Sentencing management module on a monthly basis, pursuant to the payment to EIS of the monthly service use fee. The Monthly Service fee will be calculated based on inmate participation fee tracked within the programs.

The monthly subscription fee will be remitted to EIS by the County at the end of the month. The Monthly Service fee will be calculated based upon the daily population of inmates participating in the Alternative Sentencing Program. The agency will be charged $.25 per day/per inmate enrolled and actively serving a commitment in the programs module.

Example - (400 inmates in programs X .25/pay)X30 days) = $3,000 fee payable to EIS.

System Support and Maintenance ***

All system development and support costs beyond the initial development commencement price indicated herein will be covered by the monthly subscription fee paid to EIS.

** Financed through $.25/inmate/day Fee
*** Includes system support and upgrades for duration
Notes to Pricing

1. This proposal is submitted to the Agency by Executive Information Services, Inc. This proposal will expire as noted in the expiration date or 90 days from proposal creation date, unless extended by Executive Information Services, Inc.

2. Unless contractually negotiated otherwise, system price is based on a payment schedule of twenty five (25) percent upon contract execution, balance of hardware price on date of delivery, and balance of contract price upon delivery of individual components.

3. All prices are FOB Destination. Sale prices quoted are exclusive of any state, local, use, or other applicable taxes. Hardware prices do not include shipping charges which will be added to the invoice.

4. Software pricing quoted is for a fully paid license for specified use on a networked computing system within the contract agency and is supplied subject to execution of a separate licensing and non-disclosure agreement which prohibits distribution, re-sale, or other disclosure outside of contracting agency. Full site licensing is included for the agency and there are no restrictions on the number of deployed workstations or users of the system within the agency.

5. All computing hardware, operating systems, database management systems, facility modifications, communications circuits, and network components not expressly provided in this proposal are the responsibility of the Agency.

6. Installation includes application software installation on user supplied computing platform, all table configuration, end-user training, network configuration, and similar activity. Installation also includes general network design consulting, network configuration, and installation and/or configuration of operating system software; including the Windows operating system and Microsoft SQL Server database management system. Agency is responsible for insuring that personnel are available and free of regular duty assignments during scheduled training periods. Training will require approximately 8 hours per person.

7. All software includes a 12 month warranty from date of regularly scheduled use in the Department. This is implemented as a normal service contract, which provides unlimited telephone consulting, minor software, updates, and periodic on-site visits for remedial maintenance and follow up training and consulting. Optional service packages are available, including full facilities management with dedicated on-site systems personnel.
Executive Information Services, Inc.  1396 NE 20th Ave.  Suite 100 - Ocala - FL - 34470 - Phone: (856) 701-6107

PRICING PROPOSAL
Agency: Santa Cruz Sheriffs Office
Address: 701 OCEAN STREET, SUITE 330
Address: SANTA CRUZ, CA 95060-4073
Contact: Chief Jim Hart (SHF581@co.santa-cruz.ca.us)
Telephone: (831) 454-2834

Proposal Number: QT-257
Proposal Creation Date: August 23, 2011
qBasis: C
Proposal Expiration Date: November 21, 2011
Prepared By: A. Missler

PS.NET System Components

This is a quotation on the goods named, subject to the terms and conditions attached:

To accept this quotation, sign here and return:

________________________________________________________________________
Santa Cruz County Authorized Signature, Title & Date

________________________________________________________________________
Executive Information Services Authorized Signature, Title & Date
ATTACHMENT B

Any change and/or enhancement request made by the Sheriff’s Office will be completed in writing and submitted to EIS. Once agreed upon by EIS and the Sheriff’s Office, the scope of work and timeline of work to be completed, will be done and/or completed at no cost to the Sheriff’s Office. All costs associated with this program including but, not limited to maintenance, changes and/or enhancements are at no charge.
13. **ATTACHMENTS.** This Contract includes the following attachments:

Attachment “A” & “B”

14. **LIVING WAGE.** This Contract is covered under Living Wage provisions if this section is initialed by COUNTY ______________.

If Item # 14 above is initialed by the COUNTY, then this Contract is subject to the provisions of Santa Cruz County Code Chapter 2.122, which requires payment of a living wage to covered employees. Non-compliance during the term of the Contract with these Living Wage provisions will be considered a material breach, and may result in termination of the Contract and/or pursuit of other legal or administrative remedies.

CONTRACTOR agrees to comply with Santa Cruz County Code section 2.122.140, if applicable.

15. **MISCELLANEOUS.** This written Contract, along with any attachments, is the full and complete integration of the parties’ agreement forming the basis for this Contract. The parties agree that this written Contract supersedes any previous written or oral agreements between the parties, and any modifications to this Contract must be made in a written document signed by all parties. Any arbitration, mediation, or litigation arising out of this Contract shall occur only in the County of Santa Cruz, notwithstanding the fact that one of the contracting parties may reside outside of the County of Santa Cruz.

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

**Executive Information Services**

[Signature]

Print Name: Alan J. Gortensky

Address: 1396 NE 20 Ave; Ocala, FL 34470
Telephone: 856-701-6107

**COUNTY OF SANTA CRUZ**

[Signature]

Phil Wowak, Sheriff-Coroner

**APPROVED AS TO INSURANCE:**

[Signature]

Janet McDonald

Risk Management

9-21-11

**APPROVED AS TO FORM:**

[Signature]

Jim Hirsch

Asst. County Counsel

9/21/11
Santa Cruz County Fee Information Worksheet

Department/Division: Sheriff-Coroner ~ Corrections Division

Index Code: 662110

Fee Authority:

Is the fee mandated by State Law?
California Penal Code Section 1203.016

Yes X No

Description of Services:
Administrative Fee
Work Release and Custody Alternative Program

Proposed Fee Amount: $125.00

Basis for Recommended Fee:
Existing fee being increased to actual costs

Estimated Annual Revenue from Fee Adjustment: $7,300

Is the adjusted fee revenue included in the 2010-11 Budget Request?

Yes X No
Santa Cruz County Fee Information Worksheet

Department/Division: Sheriff-Coroner – Corrections Division

Index Code: 662110

Fee Authority:

Is the fee mandated by State Law?
California Penal Code Section 1203.016

Yes [x] No [ ]

Description of Services:
Re-Scheduling Fee
Work Release and Custody Alternative Program

Proposed Fee Amount: $50

Basis for Recommended Fee: Existing fee being increased to actual costs

Estimated Annual Revenue from Fee Adjustment: $5,000

Is the adjusted fee revenue included in the 2010-11 Budget Request?

Yes [ ] No [x]
Santa Cruz County Fee Information Worksheet

Department/Division: Sheriff-Coroner ~ Corrections Division

Index Code: 662110

Fee Authority: Local

Is the fee mandated by State Law? Yes

Description of Services:
Drug Testing Kits
Work Release and Custody Alternative Program

Proposed Fee Amount: $3.10

Basis for Recommended Fee: Fee based on actual costs

Estimated Annual Revenue from Fee Adjustment: $620

Is the adjusted fee revenue included in the 2010-11 Budget Request? No
Santa Cruz County Fee Information Worksheet

Department/Division: Sheriff-Coroner ~ Corrections Division

Index Code: 662110

Fee Authority: State [ ] Local [X]

Is the fee mandated by State Law? Yes [X] No [ ]

Description of Services:
- Drug Testing Lab Confirmation Test
- Work Release and Custody Alternative Program

Proposed Fee Amount: $15

Basis for Recommended Fee: Fee based on actual costs

Estimated Annual Revenue from Fee Adjustment: $1,500

Is the adjusted fee revenue included in the 2010-11 Budget Request? Yes [ ] No [X]
Santa Cruz County Fee Information Worksheet

<table>
<thead>
<tr>
<th>Department/Division:</th>
<th>Sheriff-Coroner ~ Corrections Division</th>
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<td>California Penal Code Section 1203.016</td>
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<th>Description of Services:</th>
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<tr>
<td>Equipment Tampering</td>
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<td>Work Release and Custody Alternative Program</td>
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<th>Proposed Fee Amount:</th>
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<th>Basis for Recommended Fee:</th>
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<td>Fee based on proposed costs</td>
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<th>Estimated Annual Revenue from Fee Adjustment:</th>
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Santa Cruz County Fee Information Worksheet

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<td>Description of Services:</td>
<td>Daily Equipment Charge - GPS If and as required by EMP</td>
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<td>Proposed Fee Amount:</td>
<td>Based on actual costs.</td>
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<td>Basis for Recommended Fee:</td>
<td>Reimburse the County for the actual charges</td>
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<td>Yes</td>
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Santa Cruz County Fee Information Worksheet

Department/Division: Sheriff-Coroner - Corrections Division

Index Code: 662110

Fee Authority: Local

Is the fee mandated by State Law? Yes

California Penal Code Section 1203.016

Description of Services:
Daily Equipment Charge - RF
If and as required by EMP

Proposed Fee Amount: Based on actual costs.

Basis for Recommended Fee: Reimburse the County for the actual charges

Estimated Annual Revenue from Fee Adjustment: Unknown at this time.

Is the adjusted fee revenue included in the 2010-11 Budget Request? Yes
Santa Cruz County Fee Information Worksheet

Department/Division: Sheriff-Coroner - Corrections Division

Index Code: 662110

Fee Authority: State \( \times \) Local \( \times \)

Is the fee mandated by State Law? Yes \( \times \) No
California Penal Code Section 1203.016

Description of Services:
Daily Equipment Charge - Cell Phone
As required by EMP

Proposed Fee Amount: Based on actual costs.

Basis for Recommended Fee: Reimburse the County for the actual charges

Estimated Annual Revenue from Fee Adjustment: Unknown at this time.

Is the adjusted fee revenue included in the 2010-11 Budget Request? Yes \( \times \) No
Santa Cruz County Fee Information Worksheet

Department/Division: Sheriff-Coroner - Corrections Division

Index Code: 662110

Fee Authority:

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Is the fee mandated by State Law?
California Penal Code Section 1203.016

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Description of Services:
Daily Fee
1.5 times the participant's hourly rate
Plus .25 for the Work Release and Custody Alternative Programs
Plus $1.00 to fund increased programs.

Proposed Fee Amount: Based on hourly rate, plus $1.25

Basis for Recommended Fee:

Estimated Annual Revenue from Fee Adjustment: Unknown at this time.

Is the adjusted fee revenue included in the 2010-11 Budget Request?

<table>
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<tr>
<th>Yes</th>
<th>No</th>
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BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF SANTA CRUZ, STATE OF CALIFORNIA

RESOLUTION NO.

On the motion of Supervisor
duly seconded by Supervisor

the following Resolution is adopted:

RESOLUTION AUTHORIZING THE SHERIFF-CORONER AS THE ADMINISTRATOR OF
CUSTODY ALTERNATIVE PROGRAMS UNDER PENAL CODE SECTIONS 4024.2,
4024.3, 1203.016 AND 1203.017

WHEREAS, the Board of Supervisors has authorized the operation of voluntary programs for
work release under Penal Code Section 4024.2 and for electronic monitoring under Penal Code
Section 1203.016; and

WHEREAS, Section 4024.3 of the California Penal Code provides that the Board of
Supervisors, in a county in which the average daily population is 90 percent of the correctional
facility’s mandated capacity, may authorize the Sheriff or other county official in charge of the
county correctional facilities to operate a program under which any person committed to the
facility is required to participate in a work release program; and

WHEREAS, Section 1203.017 provides that if conditions exist in the county jail facility that
necessitate the release of sentenced misdemeanor inmates prior to them serving the full amount
of a given sentence due to lack of jail space that the Board of Supervisors is authorized to
implement an involuntary home detention program; and

WHEREAS, the Santa Cruz County Sheriff’s Office correctional facilities are currently
operating at 115% of capacity, and the newly instituted AB 109 (Public Safety Realignment) will
transfer non-violent, non-serious, and non-high-risk offenders to serve time in county jails
instead of state prison, and it is anticipated that AB 109 will increase the population in the local
jail system adding 160 additional inmates in the first two years of implementation; and

WHEREAS, Penal Code Section 4024.3, as to sentenced misdemeanants and felons, and
Section 1203.017, as to sentenced misdemeanants, provide alternative sentencing options which
have the potential to relieve jail overcrowding; and
WHEREAS, the Superior Court Judges and Community Corrections Partnership are in support and committed to the expansion of these alternative sentencing programs.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by this Board that the Sheriff shall serve as an administrator only for the purpose of the programs defined in this resolution and shall prescribe reasonable rules and regulations and administrative policies for the operation of these custody alternative programs.

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Cruz, State of California this ___ day of __________, 2011 by the following vote:

AYES: SUPERVISORS
NOES: SUPERVISORS
ABSENT: SUPERVISORS
ABSTAIN: SUPERVISORS

____________________
Chairperson of the Board of Supervisors

ATTEST: ______________________
Clerk of the Board

APPROVED AS TO FORM:

____________________
Asst. County Counsel

Distribution:

Auditor-Controller
Sheriff-Coroner
County Counsel
BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF SANTA CRUZ, STATE OF CALIFORNIA

RESOLUTION NO. __________________

On the motion of Supervisor ______________________
duly seconded by Supervisor ______________________
the following resolution is adopted.

RESOLUTION ACCEPTING UNANTICIPATED REVENUE

WHEREAS, the County of Santa Cruz is a recipient of funds from
The State of California for AB109 program(s); and

WHEREAS, the County is a recipient of funds in the amount of $431,797
which are either in excess of those anticipated or are not specifically set in the current
fiscal year budget of the County; and

WHEREAS, pursuant to Government Code Section 29130(c)/29064(b), such funds
may be made available for specific appropriation by a four-fifths vote of the
Board of Supervisors;

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the Santa Cruz County
Auditor-Controller accept funds in the amount $431,797 into Department Probation

<table>
<thead>
<tr>
<th>T/C</th>
<th>Index Number</th>
<th>Revenue Subobject Number</th>
<th>Account Name</th>
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<td>See Attached. 431,797</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td>Total $431,797</td>
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</table>

and that such funds be and are hereby appropriated as follows:

<table>
<thead>
<tr>
<th>T/C</th>
<th>Index Number</th>
<th>Expenditure Subobject Number</th>
<th>PRJ/UCD</th>
<th>Account Name</th>
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<tr>
<td></td>
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<td></td>
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<td>See Attached. $431,797</td>
</tr>
<tr>
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</tr>
</tbody>
</table>

DEPARTMENT HEAD I hereby certify that the fiscal provisions have been researched
and that the Revenue(s) (has been) (will be) received within the current fiscal year

By ___________________________ Date 9-26-15
Department Head

AUD-60 (Rev 12/97)
PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Cruz, State of California, this __________ day of ______________________, 20___ by the following:

AYES: SUPERVISORS

NOES: SUPERVISORS

ABSENT: SUPERVISORS

Chairperson of the Board

ATTEST:

Clerk of the Board

APPROVED AS TO FORM:

County Counsel

APPROVED AS TO ACCOUNTING DETAIL:

Auditor-Controller

Distribution:

Auditor-Controller
County Counsel
County Administrative Officer
Originating Department
## REVENUES:

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<tr>
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<td>AB109</td>
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Total: $431,797

## APPROPRIATIONS:

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<th>Amount</th>
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<td>4166</td>
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<td>MILEAGE</td>
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</table>

Total: $431,797
BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF SANTA CRUZ, STATE OF CALIFORNIA

Resolution No. _______________________

On the motion of Supervisor _______________________
duly seconded by Supervisor _______________________

the following resolution is adopted:

RESOLUTION ACCEPTING UNANTICIPATED REVENUE

WHEREAS, the County of Santa Cruz is a recipient of funds from State of California for Sheriff-Coroner Detention Bureau program; and

WHEREAS, the County is recipient of funds in the amount of $560,057.69 which are either in excess of those anticipated or are not specifically set forth in the current fiscal year budget of the County; and

WHEREAS, pursuant to Government Code Section 29130 (c) / 29064 (b), such funds may be made available for specific appropriation by four-fifths vote of the Board of Supervisors;

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the Santa Cruz County Auditor-Controller accept funds in the amount of $560,057.69 into Department Sheriff-Coroner

<table>
<thead>
<tr>
<th>T/C</th>
<th>Index Number</th>
<th>Revenue Subobject Number</th>
<th>Account Name</th>
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</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>See Attachment</td>
<td></td>
</tr>
</tbody>
</table>

and that such funds be and are hereby appropriated as follows:

<table>
<thead>
<tr>
<th>T/C</th>
<th>Index Number</th>
<th>Expenditure Subobject Number</th>
<th>Account Name</th>
<th>Amount</th>
</tr>
</thead>
</table>

DEPARTMENT HEAD I hereby certify that the fiscal provisions have been researched and that the Revenue(s) (has been) (will be) received within the current fiscal year.

By ____________________________
Department Head

Date September 12, 2011
COUNTY ADMINISTRATIVE OFFICER

/ _____ / Recommended to Board

/ _____ / Not recommended to Board

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Cruz, State of California, this __________ day of ______________, 20__ by the following vote (requires four-fifths vote for approval):

AYES: SUPERVISORS __________________________________________

NOES: SUPERVISORS __________________________________________

ABSENT: SUPERVISORS __________________________________________

Chairperson of the Board

ATTEST:

Clerk of the Board

APPROVED AS TO FORM:

Date 3/9/06

County Counsel

APPROVED AS TO ACCOUNTING DETAIL:

Date 9/17/11

Auditor-Controller

Distribution:
Auditor-Controller
County Counsel
County Administrative Officer
Originating Department
<table>
<thead>
<tr>
<th>T/C</th>
<th>Index</th>
<th>Subobject</th>
<th>Name</th>
<th>Amount</th>
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<tbody>
<tr>
<td>1</td>
<td>662110</td>
<td>0894</td>
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<tr>
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<td>662110</td>
<td>2010</td>
<td>Administrative</td>
<td>$80,000.00</td>
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$560,057.69

<table>
<thead>
<tr>
<th>T/C</th>
<th>Index</th>
<th>Subobject</th>
<th>Name</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>21</td>
<td>662300</td>
<td>3100</td>
<td>Regular Pay</td>
<td>$359,823.37</td>
</tr>
<tr>
<td>21</td>
<td>662300</td>
<td>3105</td>
<td>Overtime</td>
<td>$30,024.32</td>
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<tr>
<td>21</td>
<td>662300</td>
<td>3140</td>
<td>Differential/On-Call</td>
<td>$13,360.00</td>
</tr>
<tr>
<td>21</td>
<td>662300</td>
<td>3489</td>
<td>PC Software</td>
<td>$14,850.00</td>
</tr>
<tr>
<td>21</td>
<td>662300</td>
<td>8404</td>
<td>Fixed Assets - MDC</td>
<td>$10,000.00</td>
</tr>
<tr>
<td>21</td>
<td>662300</td>
<td>3493</td>
<td>Supplies</td>
<td>$5,000.00</td>
</tr>
<tr>
<td>21</td>
<td>662300</td>
<td>3355</td>
<td>Maintenance Office</td>
<td>$5,000.00</td>
</tr>
<tr>
<td>21</td>
<td>662300</td>
<td>8409</td>
<td>Fixed Asset - Car Radio</td>
<td>$5,000.00</td>
</tr>
<tr>
<td>21</td>
<td>662300</td>
<td>6100</td>
<td>Operating Transfer Out</td>
<td>$10,000.00</td>
</tr>
<tr>
<td>21</td>
<td>662300</td>
<td>3975</td>
<td>Special Misc.</td>
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<tr>
<td>21</td>
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$560,057.69

**Fixed Asset Table**

<table>
<thead>
<tr>
<th>Index No./Sub Object No.</th>
<th>Quantity</th>
<th>New (N)</th>
<th>Replmnt (R)</th>
<th>Description</th>
<th>Recommended Amount</th>
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</thead>
<tbody>
<tr>
<td>662300/8404</td>
<td>1</td>
<td>N</td>
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<td>Mobile Data Computer</td>
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</tr>
<tr>
<td>662300/8409</td>
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<td></td>
<td>Radio for CAP Vehicle</td>
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</tr>
<tr>
<td>Total</td>
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**STAFFING**

<table>
<thead>
<tr>
<th>Index</th>
<th>Range</th>
<th>Action</th>
<th>Classification</th>
<th>FTE</th>
</tr>
</thead>
<tbody>
<tr>
<td>626300</td>
<td>L1</td>
<td>Fund Existing</td>
<td>Correctional Officer</td>
<td>2.00</td>
</tr>
<tr>
<td>626300</td>
<td>L5</td>
<td>Add</td>
<td>Correctional Sergeant</td>
<td>1.00</td>
</tr>
<tr>
<td>626300</td>
<td>TBD</td>
<td>Add</td>
<td>Administrative Aide</td>
<td>1.00</td>
</tr>
<tr>
<td>626300</td>
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<td>Add</td>
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</tr>
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<td>T/C</td>
<td>Index</td>
<td>Subobject</td>
<td>Name</td>
<td>Amount</td>
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<td>-----</td>
<td>-------</td>
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<td>--------------</td>
</tr>
<tr>
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<table>
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<td>Overtime</td>
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<td>PC Software</td>
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<tr>
<td>21</td>
<td>662300</td>
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<td>Fixed Assets - MDC</td>
<td>$ 10,000.00</td>
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<td>Fixed Asset - Car Radio</td>
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**Fixed Asset Table**

<table>
<thead>
<tr>
<th>Index No./Sub Object No.</th>
<th>Quantity</th>
<th>New (N)</th>
<th>Replmnt (R)</th>
<th>Description</th>
<th>Recommended Amount</th>
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</thead>
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<td></td>
<td>Mobile Data Computer</td>
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</tr>
<tr>
<td>662300/8409</td>
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<td>Radio for CAP Vehicle</td>
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**STAFFING**

<table>
<thead>
<tr>
<th>Index</th>
<th>Range</th>
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</thead>
<tbody>
<tr>
<td>626300</td>
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<td>Fund Existing</td>
<td>Correctional Officer</td>
<td>2.00</td>
</tr>
<tr>
<td>626300</td>
<td>L5</td>
<td>Add</td>
<td>Correctional Sergeant</td>
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<tr>
<td>626300</td>
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<td>Add</td>
<td>Administrative Aide</td>
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**Item 38**
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<td>Administrative</td>
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$560,057.69

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<thead>
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<td>21</td>
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<td>21</td>
<td>662300</td>
<td>3665</td>
<td>Professional Services</td>
<td>$50,000.00</td>
</tr>
</tbody>
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$560,057.69

**Fixed Asset Table**

<table>
<thead>
<tr>
<th>Index No./Sub Object No.</th>
<th>Quantity</th>
<th>New (N)</th>
<th>Replmnt (R)</th>
<th>Description</th>
<th>Recommended Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>662300/8404</td>
<td>1</td>
<td>N</td>
<td></td>
<td>Mobile Data Computer</td>
<td>$10,000</td>
</tr>
<tr>
<td>662300/8409</td>
<td>1</td>
<td>N</td>
<td></td>
<td>Radio for CAP Vehicle</td>
<td>$5,000</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$15,000</td>
</tr>
</tbody>
</table>

**STAFFING**

<table>
<thead>
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<th>Action</th>
<th>Classification</th>
<th>FTE</th>
</tr>
</thead>
<tbody>
<tr>
<td>662300</td>
<td>L1</td>
<td>Fund Existing</td>
<td>Correctional Officer</td>
<td>2.00</td>
</tr>
<tr>
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<td>L5</td>
<td>Add</td>
<td>Correctional Sergeant</td>
<td>1.00</td>
</tr>
<tr>
<td>662300</td>
<td>TBD</td>
<td>Add</td>
<td>Administrative Aide</td>
<td>1.00</td>
</tr>
<tr>
<td>662300</td>
<td>TBD</td>
<td>Add</td>
<td>Typist Clerk III</td>
<td>1.00</td>
</tr>
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**Item 38**