



MEETING MINUTES
Thursday, May 9, 2024
3:00 – 5:00 P.M.
Sheriff's Community Room
5200 Soquel Ave, Santa Cruz 95062

I. Call to Order/Introductions

Chair, Donna Lind called the meeting to order at 3:00 pm.

Members in attendance: Donna Lind, **Scotts Valley City Council**; Nicole Coburn, **CAO**; Jeff Rosell, **District Attorney**; Ed Delfin, **SCCACT**; Adriana Flores, **SCCACT**; Chris Clark, **Sheriff's Office**; Steve Walpole, **Scotts Valley PD**; Andrew Dally, **Capitola PD**; Joe Clarke, **Capitola PD**; Sasha Morgan, **Superior Court**; Heather Rogers, **Public Defender**; Sarah Fletcher, **Probation**; Jasmine Najera, **PVPSA**; Karen Kern, **Behavioral Health**; Eli Chance, **Cabrillo**; Mike Beebe, **NAMI**; Jennifer Anderson-Ochoa, **ASR**; Marilu Martinez, **District Attorney**

II. Approval of Agenda/Meeting Minutes

Correction to attendance list on February 2024 minutes: Scott Gardner, Scotts Valley PD

Action: Motion to approve made by Heather Rogers; seconded by Andy Dally; unanimously approved

III. Oral Communications

Jasmine Najera announced a fun gathering - Heroes and Prevention awards on Thursday 5/16 in Watsonville at 5pm. RSVP admin@pvpsa.org.

IV. Executive Committee – Discussion/Consent

- **JPA Expiration – Future of CJC**

The Joint Exercise of Powers Authority expires June 30, 2024. CJC has met its mission statement and found that it could do more regarding police policies which then extended to behavioral health. The goal has been to make sure that CJC is meaningful and input from everyone has been beneficial. It was discussed that most of the original goals of CJC are being met by other committees/commissions or agencies. All in attendance were comfortable renewing the JPA for one more year to complete the behavioral health study. At that point it will be determined if there is value in continuing CJC.

- **Adoption of CJC Budget**

Member contributions will stay as they are. Fund balance and member contributions will be used for the last two reports, final behavioral report and summary of reports. The current total budget is \$54,000. – Motion to approve budget made by Sasha Morgan, seconded by Jeff Rosell, unanimously approved.

- **Final Year of Behavioral Health Report - Ad Hoc Committee**

This is the last year on behavioral health studies. Additional Ad Hoc Members to be added include Heather Rogers and Karen Kern.

Jennifer Anderson Ochoa said this year's report on behavioral health will look similar to the last report due to the amount of depth. The focus will be medical treatment response within the criminal justice system. The final report will be a one- or two-page summary report of all four reports. She also mentioned that Monica Morales, Director of Health Services, would like to share some information.

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Nicole Coburn mentioned that the behavioral health report from COE and Alliance will be presented at the Board of Supervisors meeting. She asked if anyone wanted to include any topics in the scope of work to help find funding. She also proposed two choices: have members give authorization to the Executive Committee to approve the scope of work or have it discussed at next general meeting. Members chose for Ad Hoc Committee to review and present scope of work to the Executive Committee for approval. Motion made by Heather Rogers; seconded by Sasha Morgan; approved unanimously.

V. Acceptance of Written Standing Reports (*Brief overview and clarifying questions*)

Individual reports include updates from:

1. **Community Corrections Partnership** – No oral report provided but Sarah Fletcher shared that the restorative justice event sold out and the next CCP meeting is on May 23.
2. **Santa Cruz County Anti-Crime Team** – Oral report provided by Ed Delfin. There have been 87 firearms retrieved as of April 2024. Firearms are readily available online. Before last year we were averaging 30 firearms per year, it has been over 100 for 2023. A gang prevention presentation was prepared for parents, coordinated by PVUSD.
3. **North County BASTA** – No oral report provided
4. **Youth Action Network** – No oral report provided

VI. Grant Opportunities and Updates

Community Action Board received a grant intended to help adults and will collaborate with PVPSA.

Jasmine Najera mentioned Monterey County is asking PVPSA to support North Monterey County because the population is closer to Santa Cruz County. She asked for everyone to share information about grant applications so they can work collaboratively.

VII. Legislative Updates

Jasmine Najera mentioned that US Representative Jimmy Panetta invited her to the State of the Union which focused on behavioral health.

Sasha Morgan mentioned that the Governor's budget comes out tomorrow. A press conference was scheduled for 11am. Funding to be cut countywide with a possible 5-10% budget cut for courts.

VIII. Adjournment/Next Meeting

Meeting adjourned at 3:45pm. Next meeting will be August 8, 2024 at the Sheriff's Office Community Room.

Calendar of 2024 Council Meetings

The full council meets quarterly on the second Thursday of the month from 3:00 to 5:00 pm as follows:

- February 8, 2024
- May 9, 2024
- August 8, 2024
- November 14, 2024

Calendar of 2024 Executive Committee Meetings

The Executive Committee meets quarterly on the third Thursday of the month prior to the full Council meeting from Noon to 1:00 as follows:

- January 18, 2024
- April 18, 2024
- July 18, 2024
- October 17, 2024

Notice regarding Criminal Justice Council: The Criminal Justice Council of Santa Cruz County meets quarterly on the second Thursday of the month from 3:00 p.m. to 5:00 p.m. on a schedule determined by the Council. The meetings are held at the Santa Cruz County Sheriff's Community Room, 5200 Soquel Ave, Santa Cruz, CA 95062.

Agenda and Agenda Packet Materials: The Criminal Justice Council Agenda and the complete agenda packet are available online at <https://santacruzajc.org/> the Monday prior to the Thursday meeting. Need more information? Contact the CJC Administrative Assistant at cjcsantacruzcounty@gmail.com.

Americans with Disabilities Act: Disability-related aids or services are available to enable persons with a disability to participate in this meeting consistent with the Federal Americans with Disabilities Act of 1990. Assisted listening devices are available for individuals with hearing impairments at the meeting locations. Should you require special accommodations to participate in the meeting due to a disability, please contact the Administrative Assistant at least 48-hours in advance of the meeting at cjcsantacruzcounty@gmail.com. To accommodate individuals with environmental sensitivities, attendees are requested to refrain from wearing perfumes and other scented products.

INDEPENDENT CONTRACTOR AGREEMENT
(STANDARD)

This Contract, which is effective on the date it is fully executed, is between the CRIMINAL JUSTICE COUNCIL OF SANTA CRUZ COUNTY, hereinafter called CJC, and APPLIED SURVEY RESEARCH, hereinafter called CONTRACTOR. The parties agree as follows:

1. **DUTIES.** CONTRACTOR agrees to exercise special skill to accomplish the following results: review of behavioral health treatment/medical system and summary of annual reports, as described in “Attachment A – Scope of Services”, for the CJC (hereinafter “the project”).

2. **COMPENSATION.** In consideration for CONTRACTOR accomplishing said result, CJC agrees to pay CONTRACTOR as follows: Payment not to exceed \$54,000, processed for payment in full after completion of the project, receipt of invoice, and approval of project manager.

3. **TERM.** The term of this Contract shall be: July 1, 2024 through June 30, 2025.

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.**
To the fullest extent permitted by applicable law, CONTRACTOR shall exonerate, indemnify, defend, and hold harmless CJC (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 CJC may sustain or incur or which may be imposed upon it 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 CJC. 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 CJC and any insurance or self-insurance maintained by CJC 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 CJC 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. Insurance is to be obtained from insurers reasonably acceptable to the CJC.

If CONTRACTOR utilizes one or more subcontractors in the performance of this Contract, CONTRACTOR shall obtain and maintain Contractor’s Protective Liability insurance as to each