

MEMORANDUM OF UNDERSTANDING

The following City of Salinas and County of Monterey governmental agencies hereby enter into this Memorandum of Understanding (MOU) for the purposes of formalizing their collaborative relationship under the US Department of Justice Office of Justice Programs Fiscal Year 2015 Smart Supervision: Reducing Prison Populations, Saving Money, and Creating Safer Communities to assess and implement evidence-based practices for services to Probation clients in Salinas. The intent of this collaboration is to assess and improve the utilization of evidence-based strategies by agencies providing reentry and treatment services to the supervisee population in Monterey County. Roles and Responsibilities under this MOU will coincide with the grant period of October 1, 2015 through September 30, 2018 are set forth as follows:

1. City of Salinas - Community Safety Division (CITY)

The City will serve as the fiscal agent and provide administrative support for the project including but not limited to providing technical and financial management of the grant and will be the point of contact for the Department of Justice, Bureau of Justice Assistance and their sub-contractors. This support will be grant funded as outlined in the Budget Narrative and Detail Budget Worksheet.

The City will convene bimonthly meetings for the project to discuss strategies, schedules, implementation fidelity, and progress; suggest new directions as necessary; and provide technical support.

The City will compile and submit data as required for mandatory reporting, to include financial reports and progress reports as required by the Department of Justice and the Bureau of Justice Assistance.

The City will work to provide support to Probation's contracted agencies in achieving the goals of the plan and sustainability of the project work and any and all other work as outlined in the project narrative.

2. Monterey County Probation Department (MCPD)

Probation will provide day-to-day project oversight and work in collaboration with the Research Partner to facilitate completion of the assessment process by the participating agency.

Probation will coordinate and host evidence-based technical assistance and group training as appropriate; maintain records of any training, technical assistance provided in-house including but not limited to agendas, sign-in sheets, pre and post surveys, and copies of any handouts provided during trainings. All training will be in compliance with the Department of Justice guidelines.

Probation will coordinate off-site evidence-based training and technical assistance for participating agencies as necessary.

Probation will provide appropriate de-identified data from Efforts to Outcomes (ETOP) database, SMART Probation and Risk Assessment from Ohio Risk Assessment System for the ETO population of supervisees included in this project as needed to support and inform the work of the Research Partner and participating agencies. De-identified supervisee data and training data will be supplied to the City to comply with mandatory project requirements and performance measures reporting. Probation will ensure appropriate de-identification.

Probation will send the designated team representative to required BJA conferences.

Probation will provide any guidance needed to facilitate the work of the Research Partner.

Probation will cooperate with the City to support the contracted agencies in achieving the goals of the plan and sustainability of the project work and any and all other work as outlined in the project narrative.

Probation support will be grant funded in the total sum of \$322,104 as outlined in the Budget Narrative and Detail Budget Worksheet.

MUTUAL INDEMINIFICATION

1. Except as otherwise required by applicable law, MCPD and CITY agree that each party shall be responsible for their own actions, including but not limited to any negligent and/or intentional acts and/or omissions of its officers, agents and employees; and neither party shall be responsible for the acts and/or omissions of the other. Each party therefore agrees to save harmless and indemnify the other party against any and all claims, demands, suits, judgments, expenses and costs of any and every kind, insofar as it may legally do so, on account of the injury to or death of persons or loss of property arising in any manner out of the indemnifying party's performance of the terms of this MOU.
2. During the term of this MOU, both parties shall take out and maintain: (a) commercial general liability insurance or a program of self-insurance, including but not limited to premises, personal injuries, products, and completed operations, with a combined single limit of not less than \$1,000,000 per occurrence and (b) workers' compensation insurance in accordance with California Labor Code section 3700 or an authorized program of self-insurance, with a minimum of \$1,000,000 per occurrence for employer's liability.
3. During the performance of this MOU, both MCPD and CITY shall be responsible for providing any statutory benefits and insurance to their respective employees related to the services provided by this MOU and as outlined in the budget.
4. Neither party shall assign, sell, mortgage, hypothecate or otherwise transfer its interest or obligations in this MOU without the prior consent of the other party.
5. No alteration, modification, or variation of the terms of this MOU shall be valid unless made in writing and signed by the parties hereto. No oral understanding or agreement not incorporated herein shall be binding on either party hereto.

MUTUAL INDEMINIFICATION

1. Except as otherwise required by applicable law, COUNTY and CITY agree that each party shall be responsible for their own actions, including but not limited to any negligent and/or intentional acts and/or omissions of its officers, agents and employees; and neither party shall be responsible for the acts and/or omissions of the other. Each party therefore agrees to save harmless and indemnify the other party against any and all claims, demands, suits, judgments, expenses and costs of any and every kind, insofar as it may legally do so, on account of the injury to or death of persons or loss of property arising in any manner out of the indemnifying party's performance of the terms of this MOU.
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6. If during the term of this MOU it is deemed necessary by either party, the agreement may be reviewed and thereafter revised by mutual consent. Either party may terminate this MOU upon giving at least thirty days written notice of such termination to the other party.

Commitment to Partnership

1. The collaboration service area includes the City of Salinas.
2. The partners agree to collaborate and provide information, referral and related services, pursuant to the program narrative of the grant application.
3. Compensation for this project will be provided as outlined in the attached Budget Narrative and Detail Budget Worksheet attached to this agreement in the form of reimbursement.
4. MCPD will submit invoices to the CITY for reimbursement on either a monthly or quarterly basis.
5. The partners agree to abide by the conditions set forth in the Grant Award, including but not limited to the Special Conditions outlined in the Award Continuation Sheet, attached to this agreement and the Federal Financial Guide.

We, the undersigned, as authorized representatives of the City of Salinas and Monterey County Probation, do hereby agree with the terms and conditions stated in this MOU.

Ray E. Corpuz, Jr., City Manager
City of Salinas

Dated: _____

Marcia Parsons, Chief Probation Officer
Monterey County

Dated: _____

BJA-2015-4075 "Smart Supervision: Reducing Prison Populations, Saving Money, and Creating Safer Communities"				
City of Salinas "Assessing & Implementing Evidence-based Practices in Salinas"				
October 1, 2015 - September 30, 2018				
	Year 1 (10/1/2015- 9/30/2016)	Year 2 (10/1/2016- 9/30/2017)	Year 3 (10/1/2017- 9/30/2018)	Total
A. PERSONNEL				
0.10 FTE Project Manager (Community Safety Administrator base salary \$83,280)	\$8,328	\$8,328	\$8,328	\$24,984
0.28 FTE Project Assistant (Community Safety Assistant base salary \$61,212)	\$17,139	\$17,139	\$17,139	\$51,418
Total Personnel:	\$25,467	\$25,467	\$25,467	\$76,402
B. FRINGE BENEFITS				
Project Manager: 54.07% includes OASDI, Medicare, PERS, management leave, health, vision, dental, long-term disability, life ins, and WC	\$4,503	\$4,503	\$4,503	\$13,509
Project Assistant: 60.56% includes OASDI, Medicare, PERS, flex leave, health, vision, dental, long-term disability, life ins, and WC	\$10,380	\$10,380	\$10,380	\$31,139
Total Fringe Benefits:	\$14,883	\$14,883	\$14,883	\$44,648
C. TRAVEL				
DOJ-sponsored grant meeting Estimated Costs: \$800 Flight; \$880 Lodging (\$180 per night x est 17% tax of \$30 = \$220/night x 4 nights); \$300 Per Diem (\$60 per day x 5 days); \$50 Check bag fee (\$25 per flight); \$200 Ground Transportation (i.e. shuttle, taxi, etc estimated at \$40 per person per ride x 5 rides) = \$2,230 per person x 1 Staff Yr 1 and 2 Staff Year 2 & 3	\$2,230	\$4,460	\$4,460	\$11,150
Total Travel:	\$2,230	\$4,460	\$4,460	\$11,150
D. EQUIPMENT				
				\$0
Total Equipment:	\$0	\$0	\$0	\$0
E. SUPPLIES				
Misc. offices supplies (pens, pencils, paper, etc.) Est. \$83 month Year One; \$1,200 per year (\$100/month x 12 month). Year 2 & 3	\$1,001	\$1,200	\$1,200	\$3,401
Total Supplies:	\$1,001	\$1,200	\$1,200	\$3,401
F. CONSTRUCTION				
	0	0	0	0
Total Construction:	0	0	0	0
G. CONTRACTUAL				
Monterey County Probation				
.20 FTE Project Coordinator (Probation Officer annual base salary \$118,388)	\$23,678	\$23,678	\$23,678	\$71,033
Fringe Benefits @ .475, which includes PERS, FICA, health & life insurance, training, disability EAP, and Allocated Benefits of Worker's Comp, Wellness, OPEB, UI, Insurance Unit & ERP.	\$11,247	\$11,247	\$11,247	\$33,741
Technical Assistance: \$24,000 TA Facilitator Fee (\$8,000 per session x 3 sessions in Year 2 and Year 3) + \$9,000 (\$100 pp curriculum cost x 30 participants x 3 sessions)		\$33,000	\$33,000	\$66,000
Training Sessions: \$900 curriculum/materials per person; \$700 Flight; \$880 Lodging (\$180 per night x est 17% tax of \$30 = \$220/night x 4 nights); \$300 Per Diem (\$60 per day x 5 days); \$50 Check bag fee (\$25 per flight); \$200 Ground Transportation (i.e. shuttle, taxi, etc estimated at \$40 per person per ride x 5 rides) = \$3,080 per person x 15 Staff (5 Agencies x 3 per Agency)	\$45,450	\$45,450	\$45,450	\$136,350
Software support ETO software: \$12,750 (\$150 per hour x 85 hours over life of grant - based on work/evaluation progress)	\$4,250	\$4,250	\$4,250	\$12,750
DOJ-sponsored grant meeting Estimated Costs: \$800 Flight; \$880 Lodging (\$180 per night x est 17% tax of \$30 = \$220/night x 4 nights); \$300 Per Diem (\$60 per day x 5 days); \$50 Check bag fee (\$25 per flight); \$200 Ground Transportation (i.e. shuttle, taxi, etc estimated at \$40 per person per ride x 5 rides) = \$2,230 per person x 1 Staff	\$2,230	\$0	\$0	\$2,230
Jan Roehl Consulting				
\$85/hour x 360 hours per year (45 days)	\$30,600	\$30,600	\$30,600	\$91,800

DOJ-sponsored grant meeting estimated costs: \$800 Flight; \$880 Lodging (\$180 per night x est 17% tax of \$30 = \$220/night x 4 nights); \$300 Per Diem (\$60 per day x 5 days); \$50 Check bag fee (\$25 per flight); \$200 Ground Transportation (i.e. shuttle, taxi, etc estimated at \$40 per person per ride x 5 rides) = \$2,230 per trip	\$0	\$2,230	\$0	\$2,230
Subtotal Contractual	\$117,454	\$150,454	\$148,224	\$416,133
H. OTHER				
Audit Costs \$2,000 per year (estimated cost)	\$2,000	\$2,000	\$2,000	\$6,000
Subtotal Other Direct Costs	\$2,000	\$2,000	\$2,000	\$ 6,000
TOTAL DIRECT COST	\$163,035	\$198,464	\$196,234	\$557,734
INDIRECT COST (x% of all direct A,B,C, E, F, H plus eligible G)				\$0
TOTAL COSTS:	\$163,035	\$198,464	\$196,234	\$557,734

City of Salinas
Budget Narrative
Project Period October 1, 2015 through September 30, 2018

A. Personnel

The SSP Grant will be managed by the Community Safety Division, Division Administrator Jose Arreola and Julia Nix, Division Assistant.

José Arreola, Community Safety Division Administrator will devote at least 10% of his time in overall project management, overseeing community partners and the evaluator and in a supervisory capacity to Ms. Nix and her work on the project. The cost is:

Annual Salary:	\$83,280 x 10%	=	\$8,328 x 3 = \$24,984
Benefits:	54.07%	=	\$4,503 x 3 = \$13,509
CalPERS retirement	=	13.06%	
Social Security/Medicare	=	8.38%	
Health, dental, and vision insurance	=	20.90%	
Management leave	=	6.210%	
Disability and life insurance	=	.59%	
Workers comp	=	4.93%	

Ms. Julia Nix will devote at least 28% of her time to the project. Ms. Nix will assist in overall project management, financial management, overseeing community partners and the evaluator, convening meetings as necessary, technical assistance, training, and agency liaison. The cost is:

Annual Salary:	\$61,212 x 28%	=	\$17,139 x 3 = \$51,418
Benefits:	60.56%	=	\$10,380 x 3 = \$31,139
CalPERS retirement	=	10.64%	
Social Security/Medicare	=	8.65%	
Health, dental, and vision insurance	=	28.85%	
Flex leave	=	5%	
Disability and life insurance	=	.58%	
Workers comp	=	2.63%	
Confidential Stipend	=	4.210%	

B. Benefits

Fringe benefits of 54.07% on Project Manager salary to include: OASDI, Medicare, PERS, mgmt leave, health, vision, dental, long-term disability, life ins, and WC and as outlined in detail above.

Fringe benefits of 60.56% on Project Assistant salary to include: OASDI, Medicare, PERS, Flex, health, vision, dental, long-term disability, life ins, and WC and as outlined in detail above.

C. Travel

Travel allocation for lead agency and grant partners to attend BJA sponsored training in Washington DC. All costs are outlined in detail in the Detail Budget Worksheet.

Total to be grant funded: \$11,150

D. Equipment - None

E. Supplies

Funding for office supplies not to exceed \$1,200 annually and as outlined in detail in the Detail Budget Worksheet.

Total to be grant funded: \$3,401

F. Construction - None

G. Contractual

Monterey County Probation = \$322,104

.20 FTE Project Coordinator, Probation Manager (Aaron Kaelin) \$174,622 Annual Salary with benefits (Benefits 47.5% = PERS, FICA, health & life insurance, training, disability EAP, and Allocated Benefits of Worker's Comp, Wellness, OPEB, UI, Insurance Unit.).

Total cost to be grant funded: \$104,744 or \$34,925 Annually.

Technical Assistance and Training locally including supplies & materials for 5 service providers. Three group trainings of 30 participants each = \$8,000 trainer fee & transportation plus \$100 ea curriculum/materials.

Total cost to be grant funded: \$66,000 or \$33,000 Year 2 and Year 3.

Training Sessions for employees of contracted agencies participating in grant assessment and implementation and as outlined in detail in the Detail Budget Worksheet.

Total cost to be grant funded: \$136,350 or \$45,450 Annually.

Out-of-state travel for DOJ sponsored grant training. Costs outlined in the Detail Budget Worksheet.

Total cost to be grant funded: \$2,230

Software support of ETO program at \$4,250 annually and as outlined in the Detail Budget Worksheet.

Total cost to be grant funded: \$12,750

Jan Roehl, Ph.D. - Local Research Partner = \$94,030

Dr. Jan Roehl will conduct the comprehensive assessment and evaluation as outlined in the SSP Project narrative. Dr. Roehl will contribute 45 days per year to the project at an annual cost of \$30,600.

Total cost to be grant funded: \$91,800

Out-of-state travel for DOJ sponsored grant training. Costs outlined in the Detail Budget Worksheet.

Total cost to be grant funded: \$2,230

H. Other Costs

City of Salinas audit expenses are \$2,000 each year.

Total cost to be grant funded is \$6,000.

I. Indirect Costs - None

TOTAL PROJECT COST: \$557,734