

**AGREEMENT**  
**FOR THE**  
**PROVISION OF GANG PREVENTION AND SUPPRESSION SERVICES**  
**BETWEEN THE COUNTY OF ORANGE**  
**AND**  
**THE CITY OF COSTA MESA**  
**JANUARY 1, 2007 THROUGH JUNE 30, 2007**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2006, which date is enumerated for purposes of reference only, is by and between the County of Orange (COUNTY), a political subdivision of the State of California, and the City of Costa Mesa (CITY). This Agreement shall be administered by the Chief Probation Officer of the Orange County Probation Department (ADMINISTRATOR).

**WITNESSETH:**

WHEREAS, CITY desires to contract with COUNTY for the provision of gang prevention and suppression services for a target population of adults and minors on probation and residing within the geographical boundaries of CITY; and

WHEREAS, CITY has appropriated funds to enter into this Agreement with COUNTY for said gang prevention and suppression services; and

WHEREAS, COUNTY is willing and capable of providing a service that addresses one or more of the objectives of CITY.

NOW, THEREFORE, in consideration of mutual promises, covenants, and conditions hereinafter set forth, the parties agree as follows:

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**EXHIBIT B - BUDGET**

## **I. DESCRIPTION OF SERVICES AND STAFFING**

COUNTY agrees to provide those services, facilities, equipment and supplies as described in Exhibit A and budgeted for in Exhibit B, attached hereto and incorporated herein by reference. COUNTY shall operate continuously throughout the term of this Agreement with at least the minimum number and type of staff required for provision of services hereunder. Such personnel shall be qualified in accordance with all applicable statutes and regulations. COUNTY agrees to submit to CITY a list of persons who are to provide such services, by name, title, professional degree and experience, and any changes thereto. COUNTY further agrees to comply with all provisions, to perform all work and provide all services set forth in this Agreement in a professional, timely and diligent manner.

## **II. TERM**

This Agreement shall commence on January 1, 2007 and terminate on June 30, 2007 unless otherwise terminated as provided in this Agreement; provided, however, COUNTY shall be obligated to perform such duties as would normally extend beyond that term, including but not limited to, obligations with respect to confidentiality, indemnification, audits, reporting and accounting.

## **III. COMPENSATION**

CITY shall pay COUNTY for services rendered hereunder in a sum not to exceed Fifty Nine Thousand One Hundred Thirty One Dollars (\$59,131), payable on a cost reimbursement basis upon submission of monthly claims, in accordance with payment procedures as detailed in subparagraph IV.B of this Agreement.

#### **IV. FINANCIAL ACCOUNTABILITY**

A. COUNTY agrees to provide adequate fiscal procedures to ensure accounting for the billing of costs to CITY under this Agreement, in accordance with COUNTY'S general accounting policies, and the accounting policies and procedures of COUNTY'S Auditor-Controller. All claimed reimbursements will be supported with source documents retained by COUNTY, including, but not limited to, time sheets, invoices, canceled checks, receipts and receiving records.

B. COUNTY agrees to reimburse CITY for expenditures determined to be in violation of the terms and conditions of this Agreement.

1. Allowable Costs

All items of cost, actually incurred, which are provided for in the appended budget, attached hereto as Exhibit B, shall be allowable for payment. Any program costs or administrative costs that cannot be charged directly to the Gang Prevention and Suppression Program ("GVS Program") of COUNTY'S Probation Department must be apportioned based on a cost allocation plan approved by COUNTY'S Auditor-Controller, and must be certified by the ADMINISTRATOR. Such certification is subject to audit as authorized in Paragraph XI of this Agreement. Allowable costs shall be paid to COUNTY in accordance with the major cost categories and maximum amounts as provided for in the appended budget. The maximum amount allowable for each of the major cost categories (consisting of the totals for personnel services, operating expenses and indirect cost) within this Agreement may be adjusted, provided that the overall budget and GVS Program goals and objectives are not changed. During the term of this Agreement, new line items may be added, and line items within major categories may be adjusted by COUNTY without prior approval of CITY, as long as the expenditures are reasonable,

appropriate, and necessary to achieve GVS Program objectives, and the overall budget of Fifty Nine Thousand One Hundred Thirty One Dollars (\$59,131) remains unchanged.

2. Utilization and Payment of Funds

COUNTY shall be reimbursed monthly in arrears for actual costs incurred, upon the submission of detailed invoices provided and submitted to CITY. The monthly invoices shall be submitted in such form and detail as required by COUNTY'S Auditor-Controller, and be accompanied by an affidavit signed by ADMINISTRATOR certifying the appropriateness of the costs claimed. All invoices shall be issued within 15 days of availability of the cost data for the previous month. CITY must reimburse costs within thirty (30) days of the date of the invoice for which payment is being rendered.

3. Late charges will be assessed to CITY in the following situations:

a. Over-the-counter payments will be assessed a late charge if any payment is not received by COUNTY within thirty (30) days of the date of the invoice for which payment is being rendered.

b. Payments transmitted to COUNTY via the U.S. Mail, and which have CITY'S postage meter mark, will be assessed a late charge if any payment is not received within thirty one (31) days of the date of the invoice for which the payment is being rendered.

c. Payments transmitted to COUNTY via the U.S. Mail, and which have a U.S. Post Office postmark dated thirty (30) days after the date of the invoice, will be assessed a late charge.

4. The late charge assessed in each of the above situations shall be three-quarters of one percent (0.75%) of the payment due and unpaid, plus One Hundred Dollars (\$100.00) for late payments made within thirty (30) days after the payments are due. An additional

charge of three-quarters of one percent (0.75%) of said payment shall be added for each additional thirty (30)- day period that the invoice remains unpaid. Late charges shall be added to the payment due and invoiced to CITY in accordance with subparagraph IV.B.3. Any invoices and applicable late charges remaining unpaid within ninety (90) days of the invoice date may result in deductions, by COUNTY'S Auditor-Controller, from money held on deposit with COUNTY'S Treasurer for CITY, in accordance with Government Code Section 907 and any other applicable provision of law.

5. Early payments received by COUNTY from CITY shall entitle CITY to a discount of one-quarter of one percent (0.25%), if payment is received by COUNTY within eleven (11) days of the date of the invoice. CITY may take credit for the discount in the current payment. However, if a discount is taken inappropriately, COUNTY shall notify CITY immediately that the discount should not have been taken and that the balance is due within thirty (30) days of the invoice date, subject to late charges, pursuant to subparagraph IV.B.4. of this Agreement.

6. COUNTY shall have sixty (60) days from the end of the term of the Agreement to liquidate all program obligations incurred during said term. COUNTY shall then submit the final claim for reimbursement within sixty (60) days of the end of the term of the Agreement. CITY shall not be liable for any claims submitted beyond sixty (60) days of the end of the term of the Agreement.

7. Equipment

Equipment is nonexpendable personal property, having a useful life in excess of four (4) years and a unit acquisition cost of Three Thousand Dollars (\$3,000) or more, including tax and installation. All equipment, purchased by the COUNTY and reimbursed with CITY funds, is the property of the CITY. CITY will be responsible for making a decision as to the

disposition of the above equipment after its useful life is exhausted, and will notify ADMINISTRATOR of its action.

#### **V. PROGRAM SUPERVISION**

A. ADMINISTRATOR shall appoint an Orange County Probation Department GVS Program Supervisor to oversee the daily operation and administration of the Agreement pursuant to the terms and conditions contained herein.

B. The GVS Program Supervisor shall submit a "Gang Prevention Suppression Semi-Annual Report" to CITY.

#### **VI. DISPUTES**

A. When COUNTY and CITY fail to agree as to whether or not any work is within the scope of the requirements of this Agreement, CITY shall, within fifteen (15) CITY working days, provide COUNTY with a written protest specifying in detail the manner in which the requirements were not fulfilled, and the proposed remedy.

B. The ADMINISTRATOR agrees to furnish a written decision on the dispute within thirty (30) COUNTY working days after receipt of such protest.

#### **VII. STATUS OF COUNTY**

COUNTY is, and at all times shall be deemed to be, an independent contractor, and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Agreement. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between COUNTY and CITY. COUNTY assumes exclusively the responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment. COUNTY, its agents, and employees

shall not be entitled to any rights and privileges of CITY employees, and shall not be considered in any manner to be CITY employees.

### **VIII. AFFIRMATIVE ACTION**

COUNTY shall maintain an Affirmative Action Program Plan including the setting of goals and timetables for minority employment which meet the requirements of the Federal Equal Employment Opportunity Commission and the State of California Fair Employment Practice Commission. No person shall, on the grounds of race, color, national origin or sex, be excluded from participation in, or be denied the benefits of, or be subject to discrimination under any program or activity funded in whole or part with funds made available under this Agreement. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, or with respect to any otherwise qualified handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990, shall also apply to any such program or activity. Any prohibition against discrimination on the basis of religion, or any exemption from such prohibition as provided in the Civil Rights Act of 1964 or Title VIII of the Civil Rights Act of 1986, shall all apply to any such program or activity. In the performance of this Agreement, COUNTY shall not discriminate against any employee or applicant for employment on the basis of race, sex, color, religious ancestry, national origin, age or physical or mental condition. This prohibition shall pertain to employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rate of pay and other forms of compensation; selection for training, including apprenticeship; and any other action or inaction pertaining to employment matters. COUNTY will permit access by CITY, State and Federal agencies to its records of employment, application forms and other pertinent data and records for the purpose of investigation to ascertain compliance with this section of the Agreement.



**IX. NONDISCRIMINATION**

COUNTY shall not employ discriminatory practices in admission of clients, employment of personnel, or in any other respect on the basis of race, color, religion, national origin, ancestry, sex, age, or physical or mental condition.

**X. OTHER SOURCES OF INCOME**

COUNTY shall not bill CITY for any service, cost or expense for which COUNTY has been reimbursed by revenue, income or grants from any other source, if those revenue, income, or grants are expressly earmarked by the source for services provided under this Agreement, or for similar services for the benefit of CITY'S area.

**XI. RIGHT TO AUDIT**

CITY shall have access to any books, documents, papers and records of COUNTY, which CITY determines to be pertinent specifically to this Agreement, for the purpose of making an audit, evaluation, excerpts and transcripts.

**XII. RETENTION OF FINANCIAL RECORDS**

A. COUNTY shall maintain and preserve all books, financial statements, journals, ledgers, source documents and other financial records for a period of seven (7) years from the termination of this Agreement, and for such longer period as may be required by any applicable statute. All financial records shall be kept or made available to CITY at COUNTY'S principal place of business. Exceptions to the above provisions of this section must have prior written approval of ADMINISTRATOR.

B. Records which relate to: 1) litigation of the settlement of claims rising out of the performance of this Agreement, or 2) costs and expenses of this Agreement to which CITY takes

exception, shall be retained by COUNTY until disposition of such appeals, litigation, claims, or exceptions.

### **XIII. INTERNAL CONTROLS**

COUNTY shall maintain necessary written procedures establishing internal controls approved by COUNTY'S Auditor-Controller for its personnel, instruct all of its personnel in said procedures, and continuously supervise its operations to ensure compliance.

### **XIV. CONFIDENTIALITY**

A. CITY agrees to maintain the confidentiality of all juvenile record information pertaining to all minors under the jurisdiction of the Juvenile Court, or the Juvenile Court law of the State of California when such records come into the possession of, or are generated by CITY.

B. CITY, CITY'S staff, and all agents and employees of CITY shall maintain the confidentiality of such records in accordance with Orange County Juvenile Court's policy titled Confidentiality and Release of Information dated January 28, 1997, and adopted in accordance with California Welfare and Institutions Code, Section 827, and all applicable statutes, court orders and case law. No access, disclosure or release of such information shall be permitted except as authorized. If authorization is in doubt, no such information shall be released without the prior approval and consent of the Judge of the Juvenile Court.

C. "Juvenile record information" is understood to include all records and data which identify the subject of the information, and associates the subject with any aspect of the administration of the Juvenile Court law of the State of California. Such information includes, but is not limited to, the subject's offense history, social history, all information of a diagnostic or evaluative nature, and any other personal or confidential data which can be traced to the individual, whether generated by CITY or not.

D. CITY agrees to maintain the confidentiality of all records and information pertaining to adult probationers or parolees. CITY, CITY'S staff, and all agents and employees of CITY shall maintain the confidentiality of all such records, access to which may be limited by Title 42 of the Code of Federal Regulations, California Welfare and Institutions Code Section 5328 et seq., Title 28, Parts 20 and 22 of the Code of Federal Regulations, California Penal Code Sections 1203.05, 1203.10, 11075-11081, 11105, 11140-44, 13200-13202 and 13300-13305, or any other statute, court order or case law. No access, disclosure, or release of such information shall be permitted except as authorized by statute, court order or other lawful process.

E. "Adult client information" shall be understood to include all records and data which identify the subject of the information with the criminal justice system within the State of California. Such information includes, but is not limited to, the subject's offense history, social history, all information of a diagnostic or evaluative nature and any other personal or confidential data which can be traced to the individual, whether generated by CITY or not. It shall be understood by CITY, CITY'S staff and all agents and employees of CITY, that unauthorized release of certain information, as specified by statute, may render CITY or CITY'S staff, or any of the employees or agents of CITY, liable for criminal and/or civil penalties.

F. All written materials pertaining to adult and juvenile clients shall be placed in a secured and locked file when not in use, and access to such materials shall be limited to specified authorized staff.

## **XV. INDEMNIFICATION**

COUNTY shall indemnify, hold harmless and defend CITY, its officers, agents and employees from any and all claims, demands, loss or liability for injury, death or damage arising out of the acts or omission to act by COUNTY agents or employees in carrying out this Agreement.

Transmittal to COUNTY by CITY of any pleadings served shall be deemed to be a request to defend. This indemnification shall commence on the effective date of this Agreement and shall continue thereafter for any and all causes of action accruing during the term of this Agreement.

CITY shall indemnify, hold harmless and defend COUNTY, its officers, agents and employees, from any and all claims, demands, loss or liability for injury, death or damages arising out of the acts or omission to act by CITY'S agents or employees in carrying out this Agreement. Transmittal to CITY by COUNTY of any pleadings served shall be deemed to be a request to defend. This indemnification shall commence on the effective date of this Agreement and shall continue thereafter for any and all causes of action accruing during the term of this Agreement.

#### **XVI. DISTRIBUTION OF FORFEITED AND SEIZED ASSETS**

The parties agree to follow the guidelines of Sections 11469-11495 of the California Health and Safety Code regarding the distribution of forfeited and seized assets from drug enforcement activities, as they may apply to the services provided under this Agreement. The parties may, if needed, seek instructions or clarification from a countywide panel of law enforcement officers as may be appointed to implement specified forfeiture guidelines.

#### **XVII. TERMINATION**

A. Either party may terminate this Agreement, without cause, upon thirty (30) days written notice given to the other party.

B. Contingent Funding – CITY: Any obligation under this Agreement is contingent upon the continued availability of funds for reimbursement of COUNTY'S cost of services hereunder, and inclusion of sufficient funding for the services hereunder in CITY'S budget for the period January 1, 2007 through June 30, 2007. In the event such funding is subsequently reduced

or terminated, CITY may terminate this Agreement upon thirty (30) days written notice given to COUNTY.

C. Contingent Funding – COUNTY: The parties acknowledge that funding or portions of funding for this Agreement may be contingent upon State budget approval, receipt of funds from, and/or obligation of funds by the State to COUNTY, and inclusion of sufficient funding for the services hereunder, in the budget approved by COUNTY’S Board of Supervisors for each fiscal year covered by this Agreement. If any such approval, funding or appropriations are not forthcoming, or are otherwise limited, COUNTY may immediately terminate or modify this Agreement without penalty.

### **XVIII. NOTICES**

Notices and payments to COUNTY shall be sent to the Probation Department addressed as follows:

Chief Probation Officer  
County of Orange  
P. O. Box 10260  
Santa Ana, CA 92711-0260

Notices shall be sent to CITY addressed as follows:

City of Costa Mesa  
77 Fair Drive  
Costa Mesa, CA 92626  
Attention: City Manager

### **XIX. THIRD PARTY RIGHTS**

The parties intend not to create rights in, or to grant remedies to, any third party as beneficiary of this Agreement or of any duty, covenant, obligation or undertaking established herein.

**XX. ALTERATION OF TERMS / ENTIRE AGREEMENT**

This Agreement and the attached exhibits fully express the understanding of COUNTY and CITY with respect to the subject matter of this Agreement, and shall constitute the total agreement between the parties for these purposes. No additions to, or alteration of, the terms of this Agreement, whether written or verbal, shall be valid unless made in writing and formally approved and executed by both parties.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their  
duly authorized officers.

**CITY OF COSTA MESA**

BY: \_\_\_\_\_  
ALLAN MANSOOR  
City Mayor

DATED: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
JULIE FOLCIK  
City Clerk

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
KIMBERLY HALL BARLOW  
City Attorney

DATED: \_\_\_\_\_

**COUNTY OF ORANGE**

BY: \_\_\_\_\_  
COLLEENE PRECIADO  
Chief Probation Officer

DATED: \_\_\_\_\_

APPROVED AS TO FORM:  
Office of the County Counsel  
Orange County, California

BY: \_\_\_\_\_  
DEPUTY

DATED: \_\_\_\_\_

## **EXHIBIT A**

### **AGREEMENT** **FOR THE PROVISION OF GANG PREVENTION AND SUPPRESSION SERVICES** **BETWEEN THE COUNTY OF ORANGE** **AND THE CITY OF COSTA MESA** **JANUARY 1, 2007 THROUGH JUNE 30, 2007**

#### **DESCRIPTION OF SERVICES AND STAFFING**

##### **I. Purpose**

The purpose of the Gang Prevention and Suppression Program ("GVS Program") is to coordinate the resources of law enforcement, schools, and COUNTY'S Probation Department in a joint effort aimed at reducing gang-related incidents.

A. This will be accomplished by suppressing ongoing gang activity through intensive probation supervision, raising community awareness through community education programs, and preventing at-risk youth from entering gangs through referrals to counseling programs.

B. This Program will work in a cooperative relationship between COUNTY'S Probation Department and the City of Costa Mesa Police Department.

C. A Deputy Probation Officer shall work in conjunction with the City of Costa Mesa police officers in the supervision and enforcement of court orders for minors and adults on probation, under the existing policy of the Orange County Probation Department and Superior Court.

##### **II. Target Population**

The target population consists of adults and juveniles/minors who have been placed on probation by the Court ("probationers"), whose primary residence is in the City of Costa Mesa or whose criminal activity impacts the safety of City of Costa Mesa citizens, and who display one or



more of the following characteristics:

- A. Claims gang membership;
- B. Associates with known gang members;
- C. Committed an offense with a gang member; or
- D. Displays indications of at-risk behavior.

### **III. Program Process**

A. Probationers who will potentially be supervised in the GVS Program will have their cases screened for the gang identification criteria by the Supervising Probation Officer of the GVS Program unit. Probationers who meet the criteria will be accepted into the unit and assigned to the City of Costa Mesa GVS Deputy Probation Officer's caseload. Probation supervision will be conducted in the manner as prescribed by the policies and procedures of COUNTY'S Probation Department. When appropriate, referrals will be made for the probationers and their families to counseling agencies in the community, to address specific needs which may be contributing to the gang lifestyle or other related problems.

B. Regular patrol operations of known gang hangouts will be conducted by the Deputy Probation Officer and designated City of Costa Mesa police officers. When probationers who are under search and seizure orders by the Court are identified in known gang areas, they will be approached and searched when appropriate. Gang associates will be identified and documented. Information gathered from these patrol operations will be utilized in community education programs as determined appropriate.

C. Case files and all documents pertaining to the GVS Program will be maintained in the office of the Deputy Probation Officer, and administrative documents regarding the performance of the GVS Program will be maintained in the office of the Supervising Probation

Officer of the GVS Program Unit. Intelligence gathering and investigation of new crimes will be the responsibility of the City of Costa Mesa Police Department. The Deputy Probation Officer's main responsibility will be the supervision of probationers and enforcement of court orders.

#### **IV. Program Objectives**

The Program shall:

- A. Provide intensive supervision of probationers who are involved with, or suspected of, gang-related activity.
- B. Provide increased level of probation supervision. The Deputy Probation Officer shall carry a caseload, which shall consist of approximately 40 active cases, or more, depending on need.
- C. Mobilize community resources which will assist in reducing gang activity.
- D. Combine the resources of COUNTY'S Probation Department and the City of Costa Mesa Police Department to assist in educating the community about gangs and preventing at-risk youth from becoming gang members.
- E. Collect restitution and make job referrals when appropriate.

#### **V. Scope of Duties - Deputy Probation Officer**

COUNTY shall provide one full-time Deputy Probation Officer II who shall be familiar with the role of COUNTY'S Probation Department, law enforcement, schools, and communities in the delivery of the gang prevention and suppression services, and who shall:

- A. Be assigned probationers who have strong indications of gang association or gang membership.
- B. In coordination with the City of Costa Mesa police officers, maintain frequent contacts with probationers; make contact with probationers' associates; make arrests for probation violations; conduct searches and seizures and gather information on gang activity, to be shared for

suppression and prevention, with other deputy probation officers, law enforcement officers and school resources.

- C. Participate in task forces associated with the objectives of the GVS Program.
- D. Perform other duties as required by the assignment.
- E. Work a minimum of forty (40) hours per week, and operate within a flexible schedule to appropriately accommodate GVS Program purpose and objectives .

**BUDGET CATEGORY AND LINE ITEM DETAIL**

**COST**

**A. PERSONNEL SERVICES**

**SALARIES / OTHER WAGES**

FTE

1 Deputy Probation Officer II @ 100% of time. 34,383  
 1 TOTAL Regular Salaries 34,383

Hours

On-call pay 0 0  
 Overtime pay 0 0  
 Night shift differential: 0 0

TOTAL Other Wages -

**TOTAL Regular Salaries & Other Wages 34,383**

**EMPLOYEE BENEFITS**

Rate

Base

Retirement: PM/SPO, DPO (modified rate) 36.52% x 34,383 12,556  
 Group Medical Insurance (GMI) 1 \$578.88 x 6 Months 3,473  
 Health and Welfare Insurance 1 \$56.16 x 6 Months 337  
 Workers' Comp: SPO/DPO 7.12% x 34,383 2,448  
 Unemployment Insurance 0.12% x 34,383 41  
 Medicare Hospital Insurance 1.45% x 34,383 499  
 Accdntl Dismember 1 \$3.00 x 6 Months 18

**TOTAL Employee Benefits 19,373**

**TOTAL SALARIES & EMPLOYEE BENEFITS 53,755**

**B. Operating Expenses**

Cellular telephone usage \$0.00 12 mos. 0  
 Travel / Local Mileage 0 12 mos. 0.480 Cents/Mile 0

**TOTAL OPERATING EXPENSES 0**

**C. Equipment**

Not Applicable

**TOTAL EQUIPMENT 0**

**D. Indirect Cost**

Departmental Overhead  
 Rate 10.00% of Regular Salaries & Benefits 53,755

**TOTAL INDIRECT COST 5,376**

	<b>TOTAL COST OF PROBATION SERVICES</b> 59,131
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