

SHERIFF - CORONER



COUNTY OF SANTA CRUZ

MARK TRACY
SHERIFF-CORONER

701 OCEAN ST., RM. 340
SANTA CRUZ, CALIFORNIA 95060

PHONE (408) 454-2985
FAX (408) 454-2353

Agenda: June 2, 1998

Board of Supervisors
County of Santa Cruz
701 Ocean Street
Santa Cruz, CA 95060

AGREEMENT WITH THE
STATE OF CALIFORNIA-BEN LOMOND YOUTH CONSERVATION CAMP

Dear Members of the Board:

The Ben Lomond Youth Conservation Camp Authority (CYA) desires from time to time on a short-term basis, to house CYA wards at the Santa Cruz County Main Jail. These wards may have shown signs of being a possible flight risk or are not getting along in the general population at the Camp. These wards are in the process of being transported to a Medium or Maximum State Youth Correctional Facility.

Attached are three agreements, two from the State of California and one from the County of Santa Cruz. These agreements authorize the County to provide the service of housing wards and the State to reimburse the County for this service.

Under this agreement, the County will be reimbursed an amount of \$49.98 (the daily jail rate set by the State of California) for housing.

It is, therefore, recommended that your Board:

1. APPROVE the attached agreements; and
2. AUTHORIZE the Sheriff-Coroner to sign and execute the agreements.

Sincerely,

RECOMMENDED:

MARK S. TRACY
Sheriff-Coroner

County Administrative Officer

cc: Sheriff-Coroner
Ben Lomond Youth Conservation Camp
Auditor-Controller

STANDARD AGREEMENT -- APPROVED BY THE ATTORNEY GENERAL

STD. 2 (REV. 4-90)

CONTRACT NUMBER	176
BLC97009	
CONTRACTOR'S FEDERAL I.D. NUMBER	

THIS AGREEMENT, made and entered into this 1ST day of APRIL, 1998,
in the State of California, **by** and between State of California, through its duly elected or appointed, qualified and acting

TITLE OF OFFICER ACTING FOR STATE	AGENCY
Superintendent	Department of the Youth Authority

hereafter called the State, and

CONTRACTOR'S NAME
Santa Cruz County, Sheriff's Office County Jail Detention

hereafter called the Contractor.

WITNESSETH: That the Contractor for and in consideration of the convenents, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials as follows: (Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

Agreement For The Temporary Housing of California Youth Authority Wards - Pages 1 through 6.
Standard Contract Provision: Pages 1 through 6.


This contract shall be in effect during the period from **April 1, 1998** through **June 30, 1998**, providing that either party hereto may terminate the same at anytime by giving written notice thirty (30) days prior to effective date of termination.

The total amount to be expended under this contract shall not exceed \$2,000.00

Contractor shall be paid for above services monthly in arrears upon submission of invoices in triplicate to the Department of the Youth Authority, **Ben Lomond Youth Conservation Camp, 13575 Empire Grade, Santa Cruz, California 95060**

CONTINUED ON 5 SHEETS, EACH BEARING NAME OF CONTRACTOR AND CONTRACT NUMBER.

The provisions on the reverse side hereof constitute a part of this agreement.
IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA		CONTRACTOR	
AGENCY Department of the Youth Authority		CONTRACTOR (If other than an individual, state whether a corporation, partnership, etc.) Santa Cruz County, Sheriff's Office County Jail Detention	
BY (AUTHORIZED SIGNATURE) 		BY (AUTHORIZED SIGNATURE)	
PRINTED NAME OF PERSON SIGNING Alan Thompson		PRINTED NAME AND TITLE OF PERSON SIGNING Kathy Y. Samms, Departmental Administrative Analyst	
TITLE Superintendent		ADDRESS 259 Water Street, Santa Cruz CA 95060	
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 2,000.00	PROGRAM/CATEGORY (CODE AND TITLE) G/S (B) II I & C 2140 (OPTIONAL USE) PCA 2000/2140	FUND TITLE LOCAL JUSTICE - P & CC	
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$	ITEM 5472-001-001	CHAPTER 282-97	STATUTE 1997
TOTAL AMOUNT ENCUMBERED TO DATE \$ 2,000.00	OBJECT OF EXPENDITURE (CODE AND TITLE) LOCAL JUSTICE - P & CC 338-02	FISCAL YEAR 97/98	
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER			

Department of General Services
Use Only

☐ CONTRACTOR ☐ STATE AGENCY ☐ DEPT. OF GEN. SER. ☐ CONTROLLER ☐

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CONTRACTOR'S NAME
Santa Cruz County, Sheriff's Office County Jail Detention

, hereafter called the Contractor.

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Agreement For The Temporary Housing of California Youth Authority Wards - Pages 1 through 6.
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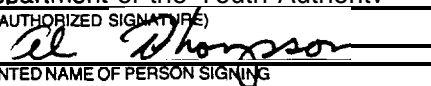
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CONTINUED ON 5 SHEETS, EACH BEARING NAME OF CONTRACTOR AND CONTRACT NUMBER.

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IN WITNESS WHEREOF, this agreement has been **executed** by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA		CONTRACTOR				
AGENCY <u>Department of the Youth Authority</u>		CONTRACTOR (If other than an individual, state whether a corporation, partnership, etc.) <u>Santa Cruz County, Sheriff's Office County Jail Detention</u>				
BY (AUTHORIZED SIGNATURE) 		BY (AUTHORIZED SIGNATURE)				
PRINTED NAME OF PERSON SIGNING <u>Alan Thompson</u>		PRINTED NAME AND TITLE OF PERSON SIGNING <u>Kathy Y. Samms, Departmental Administrative Analyst</u>				
TITLE <u>Superintendent</u>		ADDRESS <u>259 Water Street, Santa Cruz CA 95060</u>				
AMOUNT ENCUMBERED BY THIS DOCUMENT <u>\$ 2,000.00</u>	PROGRAM/CATEGORY (CODE AND TITLE) <u>G/S (B) II I & C 2140</u>	FUND TITLE <u>LOCAL JUSTICE - P & CC</u>		Department of General Services Use Only		
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT <u>\$</u>	(OPTIONAL USE) <u>PCA 2000/2140</u>					
TOTAL AMOUNT ENCUMBERED TO DATE <u>\$ 2,000.00</u>	ITEM <u>5472-001-001</u>	CHAPTER <u>162-97</u>	STATUTE <u>1997</u>			FISCAL YEAR <u>97/98</u>
	OBJECT OF EXPENDITURE (CODE AND TITLE) <u>LOCAL JUSTICE - P & CC 338-02</u>					
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.		B.R. NO.		
SIGNATURE OF ACCOUNTING OFFICER						

☐ CONTRACTOR ☐ STATE AGENCY ☐ DEPT. OF GEN. SER. ☐ CONTROLLER ☐

1. Approval This agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. Availability of Funds This agreement shall be subject to the availability of funds for this purpose.
3. Compliance with Laws and Regulations It is expressly understood and agreed that the Contractor shall comply with all applicable laws and regulations of the State of California and all policies of the Department of the Youth Authority.
4. Contractor Identification Number Each Contractor who enters into a contract with the State must provide their Federal Employee Identification Number (EIN) or Social Security Number (SSN), whichever is applicable.
5. Copyrights and Rights in Data (Only applicable if a product results from services rendered.) Contractor shall not publish or transfer any materials produced or resulting from activities supported by this agreement without the expressed written consent of the Director of the Department of the Youth Authority. If any material is subject to copyright, the State reserves the right to copyright such and the Contractor agrees not to copyright such material. If the material is copyrighted, the State reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such materials, in whole or in part, and to authorize others to do so.
6. Disputes Any dispute concerning a question of fact arising under the terms of this agreement which is not disposed of within a reasonable period of time (ten days) by Contractor and State employees normally responsible for the administration of this agreement shall be brought to the attention of the Chief Executive Officer (or designated representative) of each organization for joint resolution. The existence of a dispute not fully resolved shall not delay Contractor to continue with the responsibilities under this agreement which are not affected by the dispute. (CCR, Title 1, Section 300 et seq.)
7. Evaluation of Contractor (Not applicable to public entity.) Within sixty (60) days after the completion of this agreement, the Contract Manager shall complete a written evaluation of Contractor's performance under this agreement. If Contractor did not satisfactorily perform the work, a copy of the evaluation will be sent to the State Department of General Services, Office of Legal Services, and to Contractor within 15 working days of the completion of the evaluation.
8. Federal Funds (Applicable only if this contract is funded in whole or in part by the Federal Government.)
 - It is mutually understood between the parties that this contract may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties in order to avoid program and fiscal delays which would occur if the contract were executed after that determination was made.
 - This contract is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal year indicated for the purposes of this program. In addition, this contract is subject to any additional restrictions, limitations or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this contract in any manner.
 - It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.

- The department has the option to void the contract under the 30-day cancellation clause or to amend the contract to reflect any reduction of funds.
9. **Fiscal Year-End Invoicing** Contractor shall not include any charges for the month of July in invoices for June and shall bill for all of the month of June on one invoice.
 10. **Hazardous Service Insurance** Should the services to be performed by Contractor be deemed by State to be of a hazardous nature, Contractor shall obtain public liability insurance as detailed herein. Pest control and fumigation services are considered contracts of a hazardous nature. Contractor shall furnish to the State a certification of insurance stating that there is liability insurance presently in effect for the Contractor with a **combined** single effect for the contractor with a combined single limit (CSL) of not less than **\$1,000,000** per occurrence. The certificate of insurance will provide:
 - A. That the insurer will not cancel the insider's coverage without 30 days prior written notice to the State.
 - B. That the State of California, its officers, agents, employees, and servants are included as additional insureds, but only insofar as the operations under this contract are concerned.
 - C. That the State will not be responsible for any premiums or assessments on the policy.

Contractor agrees that the bodily injury liability insurance herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires at any time or times during the time of this contract, Contractor agrees to provide at least fifteen (15) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract. or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of the Department of General Services and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, State may, in addition to any other remedies it may have, terminate this contract upon the occurrence of such event.

11. **Independent Contractor Status** Contractor, and the agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

Pursuant to California Revenue on Taxation Code Section 18806.1, independent contractors may be **subject** to 1% state income tax withholding.

12. **Audit** Contractor agrees that the awarding **department**, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. **Further**, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this agreement. (GC8546.7, PCC 10115 et seq., CCR Title 2, Section 1896)
13. **Meetings and Progress Reports** (Only applicable to consultant contracts.) Contractor agrees to meet at least monthly with State's coordinator to present interim findings and progress reports and to determine that the desired results are being accomplished, time schedules are being met, and to work out any problems encountered in the performance of this agreement. Contractor agrees to hold a final meeting with State's coordinator to present findings, conclusions, and

recommendations. Contractor's performance under this agreement shall be evaluated by State's coordinator upon completion of the agreement.

180

14. **Nondiscrimination Clause (OCP-1)** During the performance of this agreement, Contractor and its subcontractors shall not unlawfully discriminate harass, or **allow** harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), **marital** status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government code Section 12990)(a-f)(et seq) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, and Section 82856 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give **written** notice of their obligations set forth under this clause to labor organizations with which they have a collective bargaining or other agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the agreement.

15. **Compensation** The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem. and taxes. unless otherwise expressly so provided. This compensation shall be based upon cost requirements set forth in the bid.
16. **Property Title and Insurance** Title to property acquired in **whole** or in part with funds expended in accordance with the approved budget shall vest in State. Contractor shall exercise due care in the use, maintenance, protection and preservation of such property during the period of the project. Such care shall include insurance coverage against loss or damage of any equipment purchased under this contract. ...
17. **Examination and Audit** Every contract entered into between the State and a city, county or district involving the expenditure of State funds in excess of \$ 10,000 shall be subject to the examination and audit of the Auditor General for a period of three years after final payment under the contract.
18. **DVBE** Contractor or vendor agrees that the awarding department or its **delegatee** will have the right to review, obtain, and copy all records pertaining to performance of the contract. Contractor or vendor agrees to **provide** the awarding department or its delegatee with any relevant information requested and shall permit the awarding department or its delegatee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with Public Contract Code Section 10115 et seq. and Title 2, California Code of Regulations, Section 1896.60 et seq. Contractor or vendor further agrees to maintain such records for a period of three (3) years after **final** payment under the contract.
19. **Confidentiality of Data** (Only applicable to Electronic Data Processing Contracts.) All financial, statistical, personal, technical, and other data and information **relating** to the State's operations which is designated confidential by the State and made available to the Contractor in order to carry out this agreement, will be protected by the Contractor from unauthorized use and disclosure by the observance of the same or more effective procedural requirements as are applicable to the State. The identification of **all** such confidential data and information, as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure, will be provided in writing to the Contractor by the State. The Contractor shall not, however, be required, by this paragraph to keep confidential any data for information which is or becomes

publicly available, is already rightfully in the **Contractor's possession**, is independently developed by the Contractor outside the scope of this agreement, or **is rightfully** obtained from third parties.

20. **Revenue and Expenditure Accounts** (Only applicable to consultant contracts.) Unless otherwise **provided** by the contract, Contractor agrees that funds provided under this agreement shall be **maintained** in separate revenue and expenditure accounts from accounts for funds from other sources. Allowable costs must be substantiated by proper record keeping.
21. **Security and Privacy** (Only applicable if the contract authorizes access of Contractor to Youth Authority records.) Contractor, pursuant to the Information Practices Act (Civil Code Section 1978-1978.76 et seq.) agrees to maintain adequate security measures to prevent the disclosure to unauthorized persons of information pertaining to Youth Authority wards or employees and will not transfer such information to any other agency, individual or organization. Contractor shall assure that the security and privacy of all information is adequately provided for and such information shall only be used for lawful purposes.
22. **Subcontracts** Contractor shall be required to obtain approval from State prior to **subcontracting** any of the **services** in performance of this contract. The Contractor is the responsible party **without** recourse to the State, regarding the settlement and satisfaction of all contractual and administrative issues arising out of subcontracts entered into in support of the contract. This includes but is not limited to: **disputes**, claims, protests of a ward, source evaluation or other matters of a contractual nature.
23. **Termination** Unless otherwise provided by the contract, this agreement is subject to termination on 30 days prior written notice to **the** Contractor by the State only.
24. **Termination for Cause** The State may terminate this agreement and be relieved of any payments should the Contractor fail to perform the requirements of this agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in an! manner **deemed** proper by the State. All costs to the State shall **be** deducted from any sum due the Contractor under this **agreement** and the balance, if any, shall be paid to the Contractor upon demand.
25. **Travel and Per Diem** (Only applicable if the contract **authorizes** payment to Contractor of travel expenses and per diem.) Payment for travel and per diem in performance of this agreement shall be **at rates not** exceed those amounts paid to the State's represented employees under collective bargaining agreements currently in effect. No travel outside of the State of California shall be reimbursed unless prior written authorization is obtained from the State. **Any** invoice for personal car mileage reimbursement above the base rate allowed for State employees must be accompanied by a **certification** by Contractor that the additional cost is warranted.
26. **Ward Grievance** (Only applicable if performance of the contract requires Contractor to interact with wards.) Contractor agrees to carry out the principles of the Department's approved Ward Grievance Procedures as required by law pursuant to Welfare and Institutions Code, Sec. 1766.5, wherein a ward may grieve the substance or application of any written or unwritten policy of the Department or of the Contractor to which the ward is assigned, or grieve any, behavior or action directed toward the ward by the staff of either the Department or Contractor or another ward.
27. **Tuberculosis (TB) Testing of Contractors** If applicable, prior to the performance of any contract **work/services** or within thirty (30) days of contract award, **whichever** occurs, first, contract employees, or subcontractors' employees performing **work/services** inside buildings on owned or leased Youth Authority property must submit a **TB Screening Certificate (YA Form #8.277)** indicating that they are free of active (contagious) TB. TB screening tests can be obtained free of charge at any Youth Authority institution facility or from a county health **department** at Contractor's expense. Those contract employees whose TB screening test is reactive (positive) shall be required to submit a chest x-ray and a radiological report to rule out active TB. Chest x-rays may be obtained at any Youth Authority institution facility free of charge.

28. **Recycling Certification** Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of recycled content, both post consumer waste and secondary waste as defined in the Public Contract Code, Sections 12161 and 12200, in materials, goods, or supplies offered or products used in the performance of this agreement, regardless of whether the product meets the required recycled product percentage as defined in the Public Contract Code, Sections 1216 1 and 12200. Contractor may certify that the product contains zero recycled content.
29. **Subcontracting** Contractor shall not subcontract any services under this agreement without prior approval of the State's representatives.
30. **Assignment** This agreement is not assignable by the Contractor, either in whole or in part. without the consent of the State in the form of a formal written amendment.
31. **Indemnification** Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all Contractor's subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work services, materials or supplies in connection with the performance of this agreement, and from any and all claims and losses accruing or resulting to any person, **firm** or corporation who may be injured or damaged by Contractor in the performance of this agreement

Contractor warrants, represents and **agrees** that it and its subcontractors, employees and representatives shall at all times comply **with** all applicable State contracting laws, codes, rules and regulations in the performance of this agreement.

32. **Forced, Convict, and Indentured Labor** No foreign-made equipment, materials, or supplies furnished to the State pursuant to this contract may be produced in whole or in part by forced labor, convict labor, or indentured labor. By submitting a bid to the State or accepting a purchase order, the Contractor **agrees** to comply with this provision of the contract.
33. **Budget Act** It is mutually agreed that if the Budget Act of the current year **and/or any** subsequent years covered under **this agreement** does not appropriate sufficient funds for the **program**, this agreement shall be of **no further** force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this agreement, and Contractor shall not be obligated to perform any provisions of this agreement.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the **State** shall have the option to either cancel this agreement **with** no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

34. **Amendment** No amendment or variation of the terms of this agreement shall be valid unless made in writing, signed by the parties and approved as required. **No** oral understanding or agreement not incorporated in the agreement is binding on any of the parties.
35. **Progress Payments** Contracts may provide for progress payments to Contractors for work **performed** or costs incurred in the performance of the contract. **Not** less than **10** percent of the contract amount shall be withheld pending final completion of the contract. However, if the contract consists of the performance of separate and distinct tasks, then any funds so withheld with regard to a particular task may be paid upon completion of that task. Contracts where progress payments are to be utilized shall contain specific language to this effect.
36. **Year 2000** The Contractor represents and warrants fault-free performance in processing of date and date related data (including, but not limited to, calculating, comparing, and sequencing) by all hardware, software, and firmware products **delivered** under this contract, individually and in combination, upon installation. Fault-free includes the manipulation of this data with dates prior to, through, and beyond January 1, **2000**, and shall be transparent to the user.

37. **Certification Clause** The Contractor Certification Clauses contained in document CCC298 are hereby incorporated by reference and made a part of this agreement by this reference as if attached hereto.
38. **Timeliness** Time is of the essence in this agreement.
39. **Contractor's Duties, Obligations, and Rights:** Contractor has fully review and **understands** its duties, **obligations** and rights in **performing** the agreement (PCC 10355 through 10382.)

AGREEMENT FOR THE
TEMPORARY HOUSING OF CYA WARDS

THIS AGREEMENT is made this 20 day of March,
1998^{20th}, by and between the COUNTY OF SANTA CRUZ, hereinafter "SANTA
CRUZ" and the STATE OF CALIFORNIA, DEPARTMENT OF THE YOUTH
AUTHORITY, hereinafter "CYA", and is made with reference to the
following recitals:

WHEREAS, SANTA CRUZ, through its Sheriff-Coroner's Department,
operates various detention facilities; and,

WHEREAS, CYA is charged with the custody of Juvenile Court
commitments, hereinafter referred to as "WARDS"; and,

WHEREAS, CYA desires to house at the Santa Cruz detention
facilities, from time to time on a short-term basis, WARDS; and,

WHEREAS, SANTA CRUZ is able to accommodate, from time to time
on a short-term basis, a fixed number of WARDS.

THEREFORE, the parties, in consideration of the covenants and
conditions set forth herein, do agree as follows:

1. TEMPORARY HOUSING. SANTA CRUZ agrees to accept for
temporary housing within the County's detention facilities WARDS
from CYA.

2. HOUSING ARRANGEMENTS. Housing shall include bedding,
food, medical care, clothing, and visitation. The parties agree
that WARDS housed under this agreement by SANTA CRUZ shall be
housed in segregated housing units or cells and not be commingled
with adult inmates.

3. PAYMENT. CYA shall pay SANTA CRUZ for housing WARDS at

the rate of \$49.98 per inmate per day, or any portion of a day,. CYA shall also reimburse SANTA CRUZ for the cost of any emergency or extraordinary health care services rendered by, or on behalf of, SANTA CRUZ to any WARD temporarily housed under this agreement.

4. SHERIFF'S APPROVAL; NOTIFICATION; DOCUMENTATION. CYA WARDS shall be housed at a Santa Cruz detention facility selected by the Santa Cruz Sheriff-Coroner and only upon acceptance by the Santa Cruz Sheriff-Coroner. The Sheriff-Coroner shall have the discretion to accept or reject for housing any WARD on the grounds of past history of custodial violence or escape, or existing mental or physical disability or illness requiring special care or housing accommodation, or the unavailability of a segregated housing unit or cell or other appropriate housing. CYA shall submit to the Santa Cruz Sheriff-Coroner's Department, in advance when possible, or at least at the time of intake, for review and acceptance, the documentation of the offender's criminal history, gang affiliations, custody record, current medical history and health evaluation, a copy of the commitment order or warrant, and a statement of the length of time the offender is to be housed in the SANTA CRUZ detention facilities. The Sheriff-Coroner's Department shall promptly notify CYA, in writing or facsimile transmission, of acceptance or rejection of a WARD. If SANTA CRUZ rejects an offender, the reasons shall be set forth in the notice of rejection.

5. TRANSPORTATION. CYA shall be responsible for the transportation of WARDS to and from the detention facility

designated by the Sheriff-Coroner in the acceptance. CYA shall give the SANTA CRUZ Sheriff-Coroner's Department as much advance notice as possible of the date and time of arrival of an accepted WARD. CYA shall give the SANTA CRUZ Sheriff-Coroner's Department 24 hours advance notice, if possible, of the removal of a WARD. .

6. TERMINATION. SANTA CRUZ may terminate the acceptance or housing of a WARD upon giving CYA twenty-four (24) hours advance notice. In the absence of the consent of CYA, SANTA CRUZ may terminate acceptance or housing of a WARD if SANTA CRUZ is unable to accommodate a medical or mental illness or disability, or because space is needed to house other inmates whom the Santa Cruz Sheriff-Coroner is mandated by court order or law to house.

7. PAYMENT TERMS. CYA shall pay SANTA CRUZ the cost of housing offenders under this agreement within thirty (30) days of receipt of an invoice setting forth the number of inmate-days of WARDS temporarily housed with SANTA CRUZ and any emergency or extraordinary health care expenses incurred by SANTA CRUZ.

a. TERM. The term of this agreement shall be from ~~January 1, 1998~~ ^{April 1, 1998} ~~June 30, 1998~~ ^{June 30, 1998} to ~~September 30, 1998~~ ^{September 30, 1998}. Either party may terminate this agreement by giving the other party ~~ninety (90)~~ ^{thirty (30)} days written notice of such termination. This agreement may be amended or renewed by the mutual written consent of the parties. The obligation of SANTA CRUZ to temporarily house CYA WARDS under this agreement terminates as of ~~September 30, 1998~~ ^{April 1, 1999 June 30, 1998}, except as to offenders housed as of that date by SANTA CRUZ. Upon termination of this agreement, only the obligation under Paragraphs 7 and 9 shall remain in force.

9. INDEMNITY. CYA agrees to defend, indemnify and hold harmless Santa Cruz County and its employees and officials from any and all liability, injuries, suits, claims, causes of action for injury to person, including death, and damage to jail and personal **property**, arising out of the acts of, or in any way caused by, any WARD temporarily housed with SANTA CRUZ under this agreement, excepting any liability caused solely by the negligence of SANTA CRUZ or its employees. CYA further agrees to accept the responsibility for the cost of extraordinary medical or other care incurred by SANTA CRUZ on behalf of any WARD temporarily housed under this agreement; and SANTA CRUZ is not required to obtain approval from CYA to provide any extraordinary care or service.

10. WORK ASSIGNMENTS. CYA acknowledges that WARDS temporarily housed under this agreement will not participate in any work, educational or craft program while housed in the Santa Cruz detention facilities.

11. ASSIGNMENT. This agreement is not assignable by either party unless the other party agrees in advance and in writing.

12. CRIMINAL ACTIVITY. In the event that a WARD housed under this agreement commits a new crime leading to an arrest and prosecution by the SANTA CRUZ District Attorney, CYA shall remain responsible for the housing costs for the remainder of the period of temporary housing stated by CYA upon receipt of the WARD. Thereafter, CYA shall not be responsible for housing costs except for the cost of ongoing medical care for medical conditions which . existed prior to the date of the new crime.

13. NOTICES. All notices to be given by either party to the other shall be deemed to have been fully given when made in **writing** and deposited to such party at the addresses set forth below. The address to which notices shall be mailed to either party may be changed by written notice.

SANTA CRUZ: Sheriff-Coroner's Detention Bureau

2591 WATER ST.

SANTA CRUZ CA 95062

ATTN: ANALYST

CYA:

Alan Thompson

Superintendent Calif Youth Authority,

Ben Lomond Youth Correctional Conservation Camp

13575 Empire Grade

Santa Cruz, CA 95060

14. STATE AUDIT. All agreements entered into between the State and a city, county, or district involving the expenditure of State funds in excess of \$10,000.00 shall be subject to the examination and audit of the Auditor General for a **period of three** years after final payment under the agreement. (Government Code section 10532.)

15. CERTIFIED RESOLUTION. A certified copy of the resolution of the Santa Cruz Board of **Supervisors** authorizing the execution of this agreement shall be attached to this agreement.

DEPARTMENT OF THE YOUTH AUTHORITY
STATE OF CALIFORNIA

Dated: _____

By: _____

MARK TRACY, SHERIFF-CORONER
COUNTY OF SANTA CRUZDated: 3/20/98Alan Thompson
Supt. CV# BL4CCC

Approved as to Form:

Henry A. Obakelman
County Counsel 4/28/98
Santa Cruz County

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

130

TO: Board of Supervisors
County Administrative Officer
County Counsel
Auditor-Controller

FROM: Sheriff-Cdroner
[Signature] (Signature) 5/21/98 (Date)

The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of the same.

- Said agreement is between the County of Santa Cruz (Agency)
and, State of California - Ben Lomond Youth Conservation Camp (Name & Address)
- The agreement will provide housing of wards at the Water Street Jail
- The agreement is needed, as the State cannot provide these services
- Period of the agreement is from April 1998 to June 30, 1998
- Anticipated cost is \$ 0 (Fixed amount; Monthly rate; Not to exceed)
- Remarks: This is a revenue contract.
- Appropriations are budgeted in 662110 (Index#) 2384 (Subobject)

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

Appropriations are available and have been encumbered. Contract No. R683 Date 5/21/98
N/A are not will be
GARY A. KNUTSON, Auditor-Controller
By [Signature] Deputy

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the Sheriff-Cdroner to execute the same on behalf of the Sheriff's Office (Agency).
County Administrative Officer

Remarks: [Signature] By [Signature] Date 5/21/98
(Analyst)

Agreement approved as to form. Date _____

Distribution: .
Bd. of Supv. • White
Auditor-Controller • Blue
County Counsel • Green •
Co. Admin. Officer • Canary
Auditor-Controller • Pink
County Admin. Dept. • Goldenrod

To & bt. is rejected.

ADM - 29 (6/95)

State of California)
County of Santa Cruz) ss
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 Officer by an order duly entered
in the minutes of said Board on _____ County Administrative Office
_____ 19 _____ By _____ Deputy Clerk