



August 28, 1998

County of Santa Cruz

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PROBATION DEPARTMENT

JOHN P. RHOADS, CHIEF PROBATION OFFICER

MAILING: P.O. BOX 1812, SANTA CRUZ, CA 95061-1812

(408) 454-3800 FAX: (408) 454-3827

Agenda: September 15, 1998

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


Adopt Resolution Authorizing the Chairperson of the Board of Supervisors to Execute an Agreement with the State of California Department of Youth Authority

Dear Members of the Board:

The Santa Cruz County Probation Department contracts with the Department of Youth Authority for diagnostic services and treatment recommendations for wards of the Juvenile Court. The Fiscal Year 1998-99 contract agreement provides for services identical to the contract executed for the prior year. The monthly rate established for Fiscal Year 1998-99 remains at \$3,300. The annual amount of \$7,500, as shown in Section I of the continuing agreements list for this Fiscal Year 1998-99 is appropriated in the Care of Court Wards budget (577000).

IT IS THEREFORE RECOMMENDED that your Board approve the attached ADM29 Request for Approval of Agreement, encumbering \$7,500 from funds available in appropriations account 577000-3665, Professional and Specialized Services, adopt the attached resolution executing the agreement (continuing contract # 80 143) with the State of California Department of Youth Authority and sign the contract on behalf of the County.

Very truly yours,


JOHN P. RHOADS
Chief Probation Officer

JPR:FN

RECOMMENDED:


SUSAN A. MAURIELLO
County Administrative Officer

cc: County Administrative Officer
Auditor-Controller
Probation Department

BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF SANTA CRUZ, STATE OF CALIFORNIA

RESOLUTION NO.

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

RESOLUTION AUTHORIZING THE CHAIRPERSON OF THE BOARD OF SUPERVISORS
TO EXECUTE AGREEMENT WITH THE STATE OF CALIFORNIA, DEPARTMENT OF
YOUTH AUTHORITY (WARDS OF THE JUVENILE COURT)

WHEREAS, Section 1742.1 of the Welfare and Institutions Code of the State of California provides that the Director of the State of California, Department of Youth Authority may enter into contracts, with the approval of the Director of Finance, with any county of the State of California upon requests of the Board of Supervisors thereof; and

WHEREAS, the State of California, Department of Youth Authority, agrees to provide diagnostic and treatment services and temporary detention during the period of study to the County of Santa Cruz for selected cases of persons eligible for commitment to the Department of Youth Authority, in connection with the operation of the Juvenile Court.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED, by the Board of Supervisors of Santa Cruz County that the Chairperson of the Board of Supervisors execute an agreement with the State of California, Department of Youth Authority, for the period July 1, 1998 through June 30, 1999, under the terms and conditions as set forth in said agreement.

BE IT FURTHER RESOLVED AND ORDERED that the Clerk of the Board of Supervisors is hereby ordered and directed to furnish six (6) copies of this resolution to the Chief, Administrative Services Division, Department of Youth Authority, 4241 Williamsborough Drive, Sacramento, California 95823.

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Cruz, State of California, this _____ day of _____, 1998, by the following vote:

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

JANET K. BEAUTZ, Chairperson
Board of Supervisors

ATTEST: _____
Clerk, Board of Supervisors

APPROVED AS TO FORM:

Sim Elizabeth Roskett
County Counsel 8-31-98

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

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

FROM:

Probation

(Dept.)

(Signature)

8/2/98

(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 Probation Department (Agency)
and, Department of the Youth Authority, 4241 Williamsborough Dr., Sacramento, CA 95823 (Name & Address)
- The agreement will provide diagnostic services and recommendations for wards of the Juvenile Court.
- The agreement is needed as a resource for the Probation Department's use in planning treatment for Juvenile Court wards.
- Period of the agreement is from July 1, 1998 to June 30, 1999
- Anticipated cost is \$ 7,500.00 (Fixed amount; Monthly rate; Not to exceed)
- Remarks: This agreement is on the continuing contracts list for fiscal year 98/99, Section I.
- Appropriations are budgeted in 577000 - Care of Court Wards (Index#) 3665 (Subobject)

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

Appropriations are available and have been encumbered. Contract N o 80143A Date 9/3/98
are not will be

Subject to 98-99 Final Budget

GARY A. KNUTSON, Auditor - Controller

By Linda T. Chou Deputy.

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the Chief Probation Officer to execute the same on behalf of the County of Santa Cruz Probation Department (Agency).

Remarks:

(Analyst)

By

D. Kelly

Date

9/3/98

Agreement approved as to form. Date _____

Distribution:

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

'To Orig. Dept. if 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 _____

By _____ Deputy Clerk.

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STATE OF CALIFORNIA
STANDARD AGREEMENT -- **APPROVED BY THE**
ATTORNEY GENERAL
STD. 2 (REV. 4-90)

CONTRACT NUMBER	AM. NO. 42
98-073	
CONTRACTOR'S FEDERAL I.D. NUMBER	
N/A	

THIS AGREEMENT, made and entered into this 1 day of July, 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
Chief, Business Services Bureau	Department of the Youth Authority

CONTRACTOR'S NAME
County of Santa Cruz

, hereafter called the State, and
, hereafter called the Contractor.

WITNESSETH: That the Contractor for and in consideration of the **convenants**, 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.)

Section 1752.1 of the Welfare and Institutions Code of the State of California provides that the Director of the Youth Authority may enter into contracts with any COUNTY of the STATE upon request of the Board of Supervisors thereof, wherein the Department of the Youth Authority agrees to provide diagnostic and treatment services and temporary detention during the period of study to the COUNTY of selected cases of persons eligible for commitment to the Department of the Youth Authority.

The parties hereto agree as follows:

1. In any case in which:

- (a) A juvenile Court or Court of criminal jurisdiction has determined that a person is eligible for commitment to the Youth Authority, and
- (b) said Court concludes that a proper disposition of the case requires such treatment and diagnosis as can be made at a Youth Authority facility, and
- (c) said Court orders such person to be placed in a facility for a period not to exceed 90 days as authorized by Section 704 (juvenile) or Section 1731.6 (adult) of the Welfare and Institutions Code, and orders that the Director of the Youth Authority report to the Court its diagnosis and recommendations concerning the person within the 90-day period.

CONTINUED ON 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.) County of Santa Cruz				
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)				
PRINTED NAME OF PERSON SIGNING Mary Wandschneider		PRINTED NAME AND TITLE OF PERSON SIGNING				
TITLE Chief, Business Services Bureau		ADDRESS P.O. Box 1812 Santa Cruz, CA 95601				
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ Reimbursement	PROGRAM/CATEGORY (CODE AND TITLE) (20) I & C (OPTIONAL USE)	FUND TITLE General		Department of General Services Use Only		
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$	ITEM	CHAPTER	STATUTE			FISCAL YEAR
TOTAL AMOUNT ENCUMBERED TO DATE	OBJECT OF EXPENDITURE (CODE AND TITLE)					
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.						
SIGNATURE OF ACCOUNTING OFFICER		T.B.A. NO.	B.R. NO.			

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

90 56667

1. The 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 contractors, 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 contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.
2. The Contractor, and the agents and employees of Contractor, in the performance of the agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.
3. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.
4. Without the written consent of the State, this agreement is not assignable by Contractor either in whole or in part.
5. Time is of the essence in this agreement.
6. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
7. 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 and per diem, unless otherwise expressly so provided.

County of Santa Cruz

1. The Department of the Youth Authority shall accept such person if it believes that the person can be materially benefited by such diagnostic and treatment services and if the Director of the Youth Authority certifies that staff and institutions are available. No such person shall be transported to any facility under the jurisdiction of the Department of the Youth Authority until the Director of said Department has notified the referring Court of the place to which said person is to be transported and of the time at which he can be received.
2. COUNTY shall execute the Court Order by transporting such person to the facility indicated by the STATE and returning him to the Court at no expense to the STATE.
3. The acceptance, temporary detention and delivery of such person shall be in accordance with instructions issued from time to time by the Director of the Youth Authority.
4. STATE shall provide diagnostic and treatment services and temporary detention during the period of study to the COUNTY for such accepted persons; and the Director of said Department shall, within the 90 days, cause such accepted person to be treated and examined and shall forward to the Court his diagnosis and recommendations concerning such person's future care, supervision, and treatment.
5. All such persons while under temporary detention by the STATE pursuant to this contract shall be subject to the rules of the Youth Authority.
6. COUNTY agrees to pay to STATE the sum of \$3,300.00 per month for each case studied, or for periods of less than a full month, COUNTY agrees to pay STATE, 1/30th of the monthly rate per person per day, of temporary detention, such costs having been determined by the Director of the Youth Authority to be necessary to reimburse the STATE for the costs incurred. COUNTY shall be billed for the cost of services for the day the person is received but not for the day the person is removed from the program.
7. Notwithstanding the provisions of Item 1., Subdivision (a), the Youth Authority shall accept without cost to the COUNTY, any persons remanded pursuant to Section 707.2 of the Welfare and Institutions Code.
8. The total amount of this agreement shall not exceed \$_____
9. This agreement may be amended upon mutual agreement by either party in writing and shall become effective only upon approval by the State of California, the Department of General Services or under its authority, by the Department of the Youth Authority.

County of Santa Cruz

10. STATE shall bill the COUNTY monthly, by means of itemized statements submitted in triplicate form for any such costs, and the COUNTY shall make remittance or payment thereof within thirty (30) days of receipt of any such billing.

Said remittance shall be mailed to:

Department of the Youth Authority
Accounting Department
4241 Williamsborough Drive
Sacramento, California 95823

11. The term of this Agreement shall be from July 1, 1998 to June 30, 1999, provided that the Agreement may be terminated by either party giving 30 days notice in writing.
12. All contracts 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 (Government Code Section 10532).
13. 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 in the United States mail, certified and postage prepaid, and addressed to such party at its address set forth under its signature to this Agreement. No thing herein contained shall preclude the giving of any such written notice by personal service. The address to which notices shall be mailed to either party may be changed by written notice.
14. A certified copy of the resolution of the Board of Supervisors of the County authorizing the execution of this contract is to be attached to the contract.
15. In the event that budget reductions occur in any fiscal year covered by this agreement that may cause the County to consider terminating this agreement, the parties agree to attempt to renegotiate the terms of this agreement to reduce the cost thereof in lieu of cancellation under the termination provisions of this agreement.

County of Santa Cruz

I hereby certify that all conditions for exemption have been complied with and this contract is exempt from Department of General Services' approval per Exemption Notice No. 3.5.

Mary Wandschneider, Chief
Business Services Bureau
Administrative Services Branch

APPROVED AS TO FORM:

Kim Elizabeth Raskett
COUNTY COUNSEL
SANTA CRUZ COUNTY