



County of Santa Cruz

PROBATION DEPARTMENT

P.O. BOX 1812, SANTA CRUZ, CA 95061-1812
(831) 454-2150 FAX: (831) 454-3035

JOHN P. RHOADS
CHIEF PROBATION OFFICER

August 14, 2000

Agenda: August 22, 2000

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

DEFER REPORT ON NEIGHBORHOOD ACCOUNTABILITY BOARDS, AND REPORT ON RANCH/CAMPS UTILIZED IN THE CARE OF COURT WARDS BUDGET

Dear Members of the Board:

On June 20, 2000, during Probation Department Budget hearings, your Board requested information about Neighborhood Accountability Boards as well as information about recidivism of ranch/camp placements in the Care of Court Wards budget. It is requested that these reports be deferred to September 26, 2000, to allow for a more thorough analysis for your review.

Approval of agreements for three ranch/camps utilized in the Care of Court Wards budget is needed now however, in order to process payments to those providers in a timely manner. Attached to this letter are ADM-29 Requests for Approval of Agreement for Fouts Springs Youth Facility (boys) (Colusa/Solano Counties); Bar-O Boys Ranch (boys) (Del Norte County); and Muriel Wright Center (girls) (Santa Clara County).

IT IS THEREFORE RECOMMENDED that your Board:

1. Defer reports on Neighborhood Accountability Boards and recidivism of ranch/camp placements in the Care of Court Wards budget, and direct the Chief Probation Officer to present these reports to your Board on September 26, 2000; and
2. Approve the attached ADM-29 Request for Approval of Agreement for Fouts Springs, Bar-O Boys Ranch, and Muriel Wright Center, and authorize the Chief Probation Officer to sign those agreements on behalf of the County.

Board of Supervisors Agenda: August 22, 2000
Deferral of Reports
Page 2

Sincerely,



JOHN P. RHOADS
Chief Probation Officer

RECOMMENDED:



SUSAN A. MAURIELLO
County Administrative Officer

Attach: ADM-29 (3)

cc: County Administrative Office
Auditor-Controller
Probation Department

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

0043

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

FROM: Probation (Dept.)

(Signature) 8/9 00 (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 Santa Cruz County Probation Department (Agency)
Colusa/Solano Counties
and, Fouts Springs Youth Facility P.O. Box 189, Stonyford, CA 95979-0189 (Name & Address)
- The agreement will provide Ranch/camp placement for court wards at \$2,780 per month per juvenile
- The agreement is needed to process payments for ranch/camp placement Of Court wards
- Period of the agreement is from July 1, 2000 to June 30, 2001
- Anticipated cost is \$ 108,409 (~~Fixed Annual Monthly Rate~~ Not to exceed)
Amount on continuing agreements list \$120,000; reduced to available appropriations
- Remarks: _____
- Appropriations are budgeted in 577000 Care of Court Wards (Index#) (S45100 object)

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

Appropriations are available and have been encumbered. Contract No. 090915-01 Date 8/9/00
are not will be
GARY A. KNUTSON, Auditor - Controller
By Ronald A. Silva 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 Dept. (Agency).
County Administrative Officer

Remarks: _____ (Analyst)
BY [Signature] Date 8/10/00
Agreement approved as to form. Date _____

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

To Orig. Dept. if rejected.

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 20 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 Officer
_____ 19 _____ By _____ Deputy Clerk



FOUTS SPRINGS YOUTH FACILITY

0044

Regional Facility
Counties of Solano and Colusa
CYA Parole Detention

Brian L. Cooley,
Superintendent
Edward D. Nystrom,
Assistant Superintendent

May 9, 2000

John Rhoads
Santa Cruz County Probation
P.O. Box 1812
Santa Cruz, CA 95061-1812

Re: Space Available Contract

Dear John:

Please **find** attached a copy of a space available contract for the 2001-2005 fiscal years. As you will note in the last paragraph on page two, Fouts Springs will review rates annually before the end of each fiscal year and notify User County of any rate increase which may become effective on July first of the ensuing fiscal year and User County will notify Fouts Springs of any change in the minimum bed guarantee.

The Fouts Springs Board of Directors has set the monthly rates for placement at Fouts Springs in the following increments:

Monthly Rate Space Available	\$2780
2 to 4 beds only	\$ 2680
5 beds or more	\$ 2580


Anything over the guaranteed rate will be \$2780 per month (i.e. contract county "x" has guaranteed bed space for 8 @ \$2580.00 per bed, when the 9th ward is placed above the guarantee the cost for that ward only will be \$2780.00 per month).

It is the intention of the Fouts Board to give counties incentives to buy bed blocks. The advantage for us is to better anticipate our budget for the upcoming year. Because our budget is an internal service **fund** within Solano County, we do not make a profit, but must balance revenues with expenditures at the end of each fiscal year. As you can well imagine, without the "bed block" system projecting bed space occupancy is very difficult. At any rate, we would encourage you to use the "bed block guarantee" system to save placement dollars and help us better project bed space needs.

This rate adjustment represents an approximate 3% increase over last year's rate and does not represent the actual higher monthly cost per ward of maintaining and operating Fouts Springs. However, due to the camp's subsidy (TANF) reimbursement we are able to pass the savings on to you.

If you have any questions or comments relative to the rate structure for FY 2001, or our programs and facilities, please give Edward D. Nystrom, Assistant Superintendent or me a call.

Sincerely,



Brian L. Cooley
Superintendent

Attachment: Contract 2001-2005
5/5/00

20

Phone: (530) 963-3101

1333 Fouts Springs Road
P.O. Box 189
S tonyford, CA 95979-0189

Fax: (530) 963-3486

**SPACE AVAILABLE
AGREEMENT**

RE: FOUTS SPRINGS YOUTH FACILITY

THIS AGREEMENT, is made and entered into as of the **1st day of July, 2000**, by and between COUNTY OF SOLANO, a political subdivision of the State of California for the benefit of FOUTS SPRINGS YOUTH FACILITY (hereinafter, "Facility") and COUNTY OF _____ a political subdivision of the State of California (hereinafter "User County"), and ending **June 30, 2005**.

WITNESSETH

WHEREAS, the contracting parties are mutually desirous of providing appropriate facilities for the housing of wards of the juvenile court committed thereto, by the establishment of a youth facility pursuant to the Article 24 of Chapter 2 of Part 1 of Division 881 ~~at~~ **seq** of the Welfare and Institutions Code; and

WHEREAS, the Facility was created and established by the Counties of Solano and Colusa, hereinafter referred to as Establishing Counties, for the purpose of housing wards of the juvenile court committed thereto from said Counties; and

WHEREAS, from time to time there exists accommodations in said Facility beyond the needs of the Establishing Counties thus enabling the Establishing Counties to receive in the Facility juvenile court wards from other counties to the extent of such excess accommodations; and

WHEREAS, the Facility is willing to receive juvenile court wards from other counties to the extent that the placement needs of the Establishing Counties are to be met before juvenile court wards from other counties will be received and kept in such Facility; and

WHEREAS, the User County desires to place wards of its juvenile court in said Facility to the extent that such excess accommodations may exist, subject to said condition; and

WHEREAS, the contracting parties agree to provide space for User County Wards for the sum of TWO THOUSAND SEVEN HUNDRED EIGHTY DOLLARS (\$2,780.00) per month per ward.

User County Signature for space available

WHEREAS, the contracting parties agree to provide space for User County Wards for the sum of TWO THOUSAND SIX HUNDRED EIGHTY DOLLARS (\$2,680.00) per month per ward for (2 to 4 bed minimum guarantee).

User County Signature ()
Number of bed guarantee (2 to 4)

WHEREAS, the contracting parties agree to provide space for five User County Wards for the sum of TWO THOUSAND FIVE HUNDRED EIGHTY DOLLARS (\$2,580) per month per ward for (5) bed minimum guarantee.

User County Signature for five (5) bed guarantee

For each additional ward in excess of bed guarantee, the monthly rate will be TWO THOUSAND SEVEN HUNDRED EIGHTY DOLLARS (\$2,780) per month per ward (or if the ward is at the Facility for less than a full month the sum of \$2,780.00 divided by the number of days in the month times the number of days the ward was at the Facility);

It is understood and agreed that the amount of consideration does not necessarily represent the actual cost monthly per ward of maintaining and operating the Facility.

User County agrees to compensate Facility within 20-days of receipt of billing or pay 10% interest/year on unpaid balance.

Facility will review rates annually at least sixty (60) days before the end of each fiscal year and notify User County of any rate increase which will become effective July 1st of the ensuing fiscal year. At this time User County will notify Facility of any change in bed minimum guarantee.

THE PARTIES HERETO DO CONTRACT AS FOLLOWS:

1. User Counties, in consideration of the Establishing Counties providing accommodations for its juvenile court wards, agrees to pay the Facility and the Facility agrees to accept the amount agreed upon in the bed-space available or bed-guarantee agreement. The payment provided in paragraph 1 shall cover all costs with respect of the care and maintenance of the wards of the User County, except for the following:

- a. Costs of any hospital, medical or surgical care and treatment of any of said wards;
- b. Costs of dental care;
- c. Costs of transportation and maintenance between User County and said Facility.
- d. Cost of care if detained in the juvenile hall of the Establishing Counties, said cost to be the cost of maintenance and operation per child per day as determined for the preceding year.
- e. User County is responsible for transportation of committed wards to and from Facility.

2. It is expressly agreed and understood that Facility will provide periodic medical examinations during our monthly clinic from our visiting doctor or emergency treatment provided by our staff correctional care nurse at the Facility at no additional cost to User County.

3. Wards committed to Facility will be committed by Juvenile Court Order and Facility will assume custody of said ward or wards when delivered to an authorized employee of Facility.

4. INDEMNIFICATION.

A. Facility agrees to indemnify, defend and hold harmless User County and User County's officers, employees or agents fi-om all liability for any loss, damage or injury to persons or property arising from or related to the performance of this agreement, including costs and attorneys fees and without limitation all consequential damages, arising out of negligent or intentional acts or omissions Facility, its employees or agents.

B. User County agrees to indemnify and hold harmless Facility, its employees, agents and elective and appointive boards from and against any damages, including costs and attorney's feed arising out of negligent or intentional acts or omissions of User County, its employees or agents.

5. Facility is under no obligation to accept the wards of User County, and the Superintendent of Facility may, in his discretion, decline to accept or retain said wards if by reason of limited facilities or other conditions affecting the welfare of the wards at the Facility, it appears to be undesirable.

6. This contract may be terminated at anytime by either party hereto, upon a thirty (30) days' written notice to the other party.

7. This agreement shall take effect on (date): _____ and shall supersede any prior agreement between Facility and User County.

8. NON-DISCRIMINATION . In rendering services under this Agreement, Facility and User County shall comply with all applicable federal, state and local laws and regulations and shall not discriminate on the basis of age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion or sexual orientation.

9. ASSIGNMENT. User County may neither assign nor delegate any of its rights or duties under the terms of this agreement contract without prior written approval of the Facility.

10. ALTERATION. No modification 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.

11. NOTICE. Any notice provided for or permitted by this agreement shall be given by deposition said notice in the United States Mail, postage prepaid and address as follows:

FACILITY; Fouts Springs Youth Facility
P.O. Box 189
Stonyford, CA 95979

USER
COUNTY: COUNTY OF SANTA CRUZ
PROBATION DEPARTMENT
P.O. BOX 1812
SANTA CRUZ, CA 95061

Approved as to form:


Santa Cruz County 8-1-00
County Counsel

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

0049

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

FROM: Probation Dept. (Dept.)
(Signature) 8/9/00 (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 Santa Cruz County Probation Dept. (Agency)
County of Del Norte
and, Bar-O Boys Ranch 15005 Hwy 199, Gasquet, CA 95543 (Name & Address)
- The agreement will provide Ranch/camp placement for court wards at rate of \$1,850 per month per
juvenile
- The agreement is needed, to process payments for ranch/camp placements of court wards
- Period of the agreement is from July 1, 2000 to June 30, 2001
- Anticipated cost is \$ 79,523 (~~Fixed Amount Monthly Rate~~ Not to exceed)
- Remarks:
- Appropriations are budgeted in 577000 Care of Court Wards (Budget) 4510 (Account)

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

Appropriations are available and have been encumbered. Contract No. 90741-01 Date 8/9/00
are not available and will be encumbered.
GARY A. KNUTSON, Auditor - Controller
By Ronald J. Nelson 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 Dept (Agency).
County Administrative Officer

Remarks:
(Analyst) BY [Signature] Date 8/10/00
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 Or g. Dept. if rejected.

ADM 29 (1/78)

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 Officer
_____ 19____ By _____ Deputy Clerk

20

BAR-O BOYS RANCH AGREEMENT
July 1, 2000 - June 30, 2001

THIS AGREEMENT, entered into by and between the COUNTY OF DEL NORTE (DEL NORTE) and the COUNTY OF SANTA CRUZ (COUNTY), both counties being political subdivisions of the State of California,

WITNESSETH:

WHEREAS, DEL NORTE maintains and operates Bar-O Boys Ranch (RANCH), a boys juvenile facility pursuant to Article 24 of Chapter 2 of Part 1 of Division 2 of the Welfare and Institutions Code; and said facility has accommodations in excess of DEL NORTE'S needs and available for use by COUNTY; and

WHEREAS, COUNTY is desirous of using said facility for housing certain of its Juvenile Court Wards;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. COUNTY, in consideration of DEL NORTE providing accommodations for its Juvenile Court Wards, agrees to pay DEL NORTE, and DEL NORTE agrees to accept the sum of \$1,850.00 per month for each accommodation.
2. The payment provided above shall cover all costs with respect to the care and maintenance of the Wards except the following:
 - (a) Costs of any hospital, medical or surgical care and treatment for the Wards;
 - (b) Costs of any dental care for Wards;
 - (c) Costs of transportation and maintenance between COUNTY and RANCH.

The cost of items a, b, and c will be in addition to the other charges hereinabove mentioned and will be paid by COUNTY at DEL NORTE'S cost.

3. DEL NORTE agrees to indemnify, defend and save harmless COUNTY, its officers, agents and employees, from all claims and losses whatsoever, including attorney's fees occurring or resulting to any and all persons, and from any and all claims and losses resulting to any person, firm, or corporation for damages, injury, or death directly arising out of, or connected with DEL NORTE'S performance of this agreement. COUNTY agrees to indemnify, defend and save harmless DEL NORTE, its **officers**, agents, and employees, from all claims and losses whatsoever, including attorney's fees occurring or resulting to any and all persons, and from any and all claims and losses resulting to any person, firm or corporation for damages, injury, or death directly arising out of, or connected with COUNTY'S performance of this agreement.
4. DEL NORTE reserves the right to reject or return any Ward of COUNTY who DEL NORTE determines is unlit for the RANCH program.
5. This contract may be terminated at any time by either county hereto, upon a 30-day written notice to the other county.

IN WITNESS WHEREOF, DEL NORTE and COUNTY have executed this agreement,

this _____ day of _____, 19. _____

COUNTY OF DEL NORTE

By _____
Chairman of the Board of Supervisors

ATTEST:

Karen L. Walsh, Clerk to the Board of Supervisors,
County of Del Norte, State of California

COUNTY OF SANTA CRUZ

BY _____
~~Chairman, Board of Supervisors~~
CHIEF PROBATION OFFICER

ATTEST:

Clerk to Board of Supervisors

Return two signed originals to:

Del Norte County Board of Supervisors
981 H Street, STE 200
Crescent City, CA 9553 1

Approved as to form:

Jim E. Baskett
Santa Cruz County
County Counsel 8-1-00

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

0053

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

FROM: Probation (Dept.)
(Signature) 8/9/00 (Date)

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

1. Said agreement is between the Santa Cruz County Probation Dept. (Agency)
County of Santa Clara Probation Dept.
and Muriel Wright Center 840 Guadalupe Parkway, San Jose CA 95110 (Name & Address)

2. The agreement will provide Ranch/camp placement for court wards at per diem rate of \$114 per
juvenile.

3. The agreement is needed to process payments for ranch/camp placements for court wards

4. Period of the agreement is from July 1, 2000 to June 30, 2001

5. Anticipated cost is \$ 21,000 (Per day/week/month/year; Not to exceed)

6. Remarks: _____

7. Appropriations are budgeted in 577000 Care of Court Wards (Budget) 4510 (Account)

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

Appropriations are available and have been encumbered. Contract No. 002221 Date 8/9/00
are not will be

GARY A. KNUTSON, Auditor - Controller
BY Ronald A. Silva 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 Santa Cruz County

Probation Dept. (Agency).
County Administrative Officer

Remarks: _____
BY D. Shilly Date 8/10/00
(Analyst)

Agreement approved as to form. Date _____

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

*To Orig. Dept. if rejected.

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 _____
_____ 19 _____ BY _____ Deputy Clerk

20

**AGREEMENT BETWEEN
THE COUNTY OF SANTA CLARA
AND THE COUNTY OF SANTA CRUZ**

0054

This is an Agreement between the **County of Santa Clara (hereinafter referred as "Santa Clara County")** and the **County of Santa Cruz (hereinafter referred as "Santa Cruz County")** for the placement of **Santa Cruz County** juveniles at the **Santa Clara County Probation Ranches (hereinafter referred as "Probation Ranches")** as authorized by Section 888 of the Welfare and Institutions Code.

WHEREAS, **Santa Cruz County** desires to contract with **Santa Clara County** for the placement of a limited number of juveniles under the jurisdiction of **Santa Cruz County** at the **Santa Clara County Probation Ranches**; and

WHEREAS, **Santa Clara County** has facilities and personnel at its Probation Ranches to provide such placement; and

WHEREAS, Section 888 of the Welfare and Institutions Code authorizes the Chief Probation Officer to accept juveniles from another county by mutual Agreement.

NOW, THEREFORE, IT IS MUTUALLY AGREED:

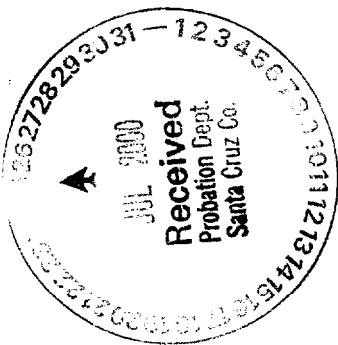
- I. **Santa Clara County** will accept for placement at the Probation Ranches juveniles subject to the following limitations:

"Juvenile" as used in this Agreement means any person under the age of eighteen (18) who has been judicially determined to be subject to, or under the jurisdiction of, the Juvenile Court as described in Section 602 of the Welfare and Institutions Code.

- A. Before any **Santa Cruz County** juvenile is transferred to the Probation Ranches, **Santa Cruz County** authorities shall ascertain that the juvenile can be received. Because the **Santa Clara County** facility gives first priority to local needs, no space or staff may be available to receive and care for **Santa Cruz County** cases. Santa Clara County has the right to refuse to house any juvenile for any reason or cause whatsoever. This refusal includes any noncompliance of placement criteria to be set forth by **Santa Clara County Probation Department** in keeping with its own Ranch placement criteria for **Santa Clara County** residents. Criteria shall be defined in writing to **Santa Cruz County**.

Santa Cruz County will submit to **Santa Clara County** all referrals for juveniles and secure prior acceptance before returning to Juvenile Court and requesting that the Court order placement to **Probation Ranches**.

Santa Clara County shall confirm verbally within three (3) working days of receipt of materials, of either the acceptance or denial of placement, with written confirmation to follow within ten (10) days from the Director of Muriel Wright Center of the **Santa Clara County Probation Department**, with the projected date that such juvenile can be received.



AGREEMENT BETWEEN THE COUNTY OF SANTA CLARA AND THE COUNTY OF SANTA CRUZ

- B. Each individual placement of a juvenile from **Santa Cruz County** must meet the criteria for Ranch placement which, is established by **Santa Clara County Probation Department** for Santa Clara County Ranch placements.
- C. The following materials shall accompany each **Santa Cruz County** juvenile at the time of the juvenile's delivery:
1. A **Santa Cruz County** Probation officer's report, including any and all written psychological information available.
 2. A certified copy of a Superior Court order placing the juvenile in the Juvenile Rehabilitation Facilities of **Santa Clara County**.
 3. A valid medical consent form for treatment which includes the name, address and telephone number of the parent or guardian of the juvenile to be notified in the event of emergency.
 4. **Santa Cruz County** juveniles must be medically cleared and all required medical forms must accompany the juvenile's arrival to **Probation Ranches** (i.e., medical history and exam form completed in full, immunization records, copies of all laboratory tests, screening records and current medications such as oral contraceptives and antibiotics).
 5. **Santa Cruz County** will provide **Santa Clara County** school records on students/juveniles including transcripts from the Court, schools or other prior districts, immunization records, special education records and Individual Education Plans (IEPs).
- D. All procedural requirements of the **Probation Ranches** will be complied with. **Santa Cruz County** juveniles will be integrated into the Ranch population subject to all rules, regulations, rights and benefits as other juveniles.
- Programming provided by **Santa Clara County** to **Santa Cruz County** Juveniles shall include, but not be limited to services contained in the programming statements defined in Attachments "A" and "B" in this agreement.
- E. All legal requirements as to informing the **Santa Cruz County** juvenile of his/her civil rights, notifying parents, filing of petitions, serving notices, and arranging Court hearings, shall be the sole responsibility of **Santa Cruz County**.
- F. All legal requirements involved in continued detention and commitments shall be the sole responsibility of **Santa Cruz County**.

AGREEMENT BETWEEN THE COUNTY OF SANTA CLARA AND THE COUNTY OF SANTA CRUZ

- II. The care and attention given by **Santa Clara County** to **Santa Cruz County** juveniles shall not include any non-emergency surgery or other medical treatment, psychiatric care, eyeglasses, dental work, special consultations or other procedures. All such non-emergency care and/or procedures will be provided by **Santa Cruz County** as needs are identified.

Santa Clara County shall provide periodic medical examinations which shall be defined as any medical treatment that can be handled on site by Probation Ranch staff or **Santa Clara County Probation Department** medical staff, and emergency treatment of a first-aid nature, and shall not be reimbursed by **Santa Cruz County** for said services.

- III. Should emergency medical or psychiatric treatment be necessary for any **Santa Cruz County** juvenile cared for and detained at the Ranches, said treatment may be performed in Santa Clara County at the expense of **Santa Cruz County**.
- IV. All costs of transportation of **Santa Cruz County** juveniles to and from **Santa Clara County Probation Ranches** shall be the responsibility of **Santa Cruz County** regardless of the reason for the transport.
- V. **Santa Clara County** will, if requested in writing by **Santa Cruz County**, make bimonthly reports to **Santa Cruz County** as to the progress and status of its juveniles.
- VI. **Santa Cruz County** shall give one day verbal notice prior to removing any juvenile.
- VII. **Santa Cruz County** shall pick-up and receive its juveniles immediately upon termination of sentence.

Within five (5) calendar days after notification from **Santa Clara County**, **Santa Cruz County** shall pick-up any **Santa Cruz County** juvenile who is determined to be no longer suitable for **Santa Clara County Probation Ranches**.

Santa Clara County shall have the right to require **Santa Cruz County** to remove any juvenile within 24 hours or one (1) judicial day after verbal notice to **Santa Cruz County** Probation Officer for any reason or cause whatsoever.

- VIII. **Santa Cruz County** shall pay **Santa Clara County** the per diem rate of \$114.00 per juvenile for placement at **Santa Clara County Probation Ranches**. This rate applies to any **day** or portion of a day during which the juvenile is detained at the Ranch.

This rate **may** be renegotiated during the term of this Agreement as long as the new rate does not fall below the actual cost of housing a juvenile. Any change in the rate shall be implemented by an amendment to this agreement. If this rate adjustment is mutually agreed upon between **Santa Clara County** and **Santa**

AGREEMENT BETWEEN THE COUNTY OF SANTA CLARA AND THE COUNTY OF SANTA CRUZ

Cruz County, the Chief Probation Officers shall be authorized to execute this contract amendment on behalf of **Santa Clara County** and **Santa Cruz County**.

- A. **Santa Clara County** will not accept **Santa Cruz County** admissions to the Ranch when the population in the Ranch exceeds 90% of capacity for beds.
 - B. **Santa Clara County** shall bill **Santa Cruz County** monthly and **Santa Cruz County** shall pay **Santa Clara County** within 30 days thereafter by warrant payable to the **County of Santa Clara** and delivered to the Santa Clara County Probation Department, Accounting Unit, 2610 N. First Street, San Jose, CA 95134.
- IX. In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the Parties pursuant to Government Code Section 895.6, the Parties agree that all losses or liabilities incurred by a party shall not be shared pro rata but instead **Santa Clara County** and **Santa Cruz County** agree that pursuant to Government Code Section 895.4, each of the parties hereto shall fully indemnify and hold each of the other parties, their officers, board members, employees and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying party, its officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such party under this **Agreement**. No party, nor any officer, board member, employee or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of other parties hereto, their officers, board members, employees or agents, under or in connection with or arising out of work, authority or jurisdiction delegated to such other parties under this **Agreement**.
- X. **Santa Cruz County** shall be responsible and reimburse **Santa Clara County** for all personal injury or damage to property due to malicious, wanton, intentional and/or negligent acts of an **Santa Cruz County** juvenile cared for at the **Probation Ranches**. In the event personal injury or damage to property is caused by multiple residents, liability would be apportioned and billings subject to review by **Santa Cruz County**.
- XI. The term of this **Agreement** shall be for a period commencing on July 1, 2000, and ending on **June 30, 2001**.
- XII. This **Agreement** may be canceled upon 30 days written notice by one party to the other.

**AGREEMENT BETWEEN THE COUNTY OF SANTA CLARA
AND THE COUNTY OF SANTA CRUZ**

XIII. Any notice given hereunder may be given by personal service or by U. S. mail, postage prepaid, addressed to the parties as follows:

Chief Probation Officer
Santa Clara County Probation
840 Guadalupe Parkway
San Jose, CA 95110

Chief Probation Officer
Santa Cruz County Probation
P.O. Box 1812
Santa Cruz, CA 95061

No alteration, modification, or variation of the terms of this Agreement 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 either party hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement as of

COUNTY OF SANTA CLARA
PROBATION DEPARTMENT

COUNTY OF SANTA CRUZ
PROBATION DEPARTMENT

_____ Date
John Cavalli
Chief Probation Officer

_____ Date
Chief Probation Officer

APPROVED AS TO FORM & LEGALITY

Approved as to form:

_____ Date
Shivaun Nurre
Deputy County Counsel

Kim E. Roskutt
Santa Cruz County 8-1-00
County Counsel,