



County of Santa Cruz

Sheriff-Coroner

701 Ocean Street, Suite 340, Santa Cruz, CA 95060
(831) 454-2985 FAX: (831) 454-2353

Mark Tracy
Sheriff-Coroner

August 28, 2000

AGENDA: September 19, 2000

Board of Supervisors
County of Santa Cruz
701 Ocean Street, Room 500
Santa Cruz, CA 95060

Sexual Assault Nurse Examiners Contribution Agreements

Dear Members of the Board:

During budget hearings, your Board approved contracts with two Sexual Assault Nurse Examiners. At that time the Sheriffs Office was requested to return to your Board with related agreements between the County, the Cities of Santa Cruz, **Scotts** Valley, **Capitola** and Watsonville, the University of California at Santa Cruz, and Dominican and Watsonville Community Hospitals for ongoing support and contributions to the Sexual Assault Nurse Examiners (SANE) program.

As you will recall, the SANE program consists of specially trained nurse examiners contracted to provide 24 hour on-call availability to conduct sexual assault examinations on adult and juvenile victims and suspects at the request of various local police agencies. The duties further require the examiners to consult with law enforcement concerning exam results, compile and maintain statistical information, research forensic issues in preparation for court testimony and testify in court concerning examinations.

The nurse examiners are independent contractors working cooperatively to provide contractual coverage. The Sheriffs Office will be responsible for day-to-day operation of the program, and the Health Services Agency will provide guidance with regard to certification of nurse examiners, case review and medical expertise, as needed. The Sheriffs Office Fiscal Unit will provide fiscal oversight of the program in coordination with the Investigative Lieutenant. The cost to operate the program in fiscal year

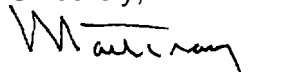
2000/01 is \$156,000. The funding for this program consists of annual fixed contributions from the County, the Cities of Santa Cruz, **Scotts Valley**, **Capitola** and Watsonville, the University of California at Santa Cruz, Dominican and Watsonville Hospitals. The agency funding shares are based on population and summarized below:

AGENCY CONTRIBUTIONS	COST %	POPULATION %
County of Santa Cruz	\$70,400	55%
City of Santa Cruz	\$28,160	22%
City of Watsonville	\$19,200	15%
City of Capitola	\$ 5,120	4%
City of Scotts Valley	<u>\$. 1 2 0</u>	4%
SUBTOTAL	\$128,000	
OTHER CONTRIBUTIONS	AMOUNT	
Dominican Hospital	\$20,000	
Watsonville Hospital	\$5, 000	
U.C.S.C.	\$3,000	
TOTAL CONTRIBUTIONS	\$156,000	

It is therefore recommended that your Board:

1. Approve the various contribution agreements for the Sexual Assault Nurse Examiner's program; and
2. Authorize the Sheriff-Coroner to sign the agreements on behalf of the County.

Sincerely,



Mark Tracy
Sheriff-Coroner

RECOMMENDED:



Susan A. Mauriello
County Administrative Officer

Attachments

cc: Sheriffs Office, HSA

0177

- (Dept.)

(Signature) 7-28-00 (Date)

By _____ Deputy Clerk

26

AGREEMENT BETWEEN COUNTY OF SANTA CRUZ
AND DOMINICAN HOSPITAL

Agreement made this ____ day of _____, 2000, by and between Dominican Hospital, a California for not-for-profit corporation, hereinafter referred to as "HOSPITAL" and the County of Santa Cruz, hereinafter referred to as "COUNTY".

RECITALS

WHEREAS HOSPITAL owns and operates an acute health care hospital within Santa Cruz, California, and provides immediate emergency care 24 hours per day and,

WHEREAS HOSPITAL has a responsibility to examine patients and gather evidence in cases where a child or adult has been sexually assaulted and/or abused and,

WHEREAS the law enforcement agencies in Santa Cruz County have a responsibility to assure that sexual assault evidence is gathered according to established medical legal standards and,

WHEREAS HOSPITAL and COUNTY are committed to provide the highest quality of care to victims of sexual assault and,

WHEREAS HOSPITAL and COUNTY agree that the best results for examinations of sexual assault are achieved through cooperative efforts and,

WHEREAS HOSPITAL and COUNTY are part of a multi-jurisdictional cooperative effort involving local area hospitals, local law enforcement jurisdictions, and other public agencies concerned with assisting victims of sexual assault and,

WHEREAS HOSPITAL provides a specialized room for the performance of sexual assault exams and,

WHEREAS COUNTY provides program management and related administrative support and,

WHEREAS HOSPITAL and COUNTY desire to ensure the continuation of an organized, effective team response to cases of adult and child sexual assault in Santa Cruz County through the continuity of the Santa Cruz County Sexual Assault Nurse Examiner Program (SANE),

NOW THEREFORE, HOSPITAL and COUNTY, in consideration of the covenants, conditions, stipulations, and terms hereinafter expressed, agree as follows:

PERFORMANCE PROVISIONS

1. COUNTY shall provide the SANE program management and administrative support and designate the Sheriff-Coroner or designee as the SANE Coordinator.
2. COUNTY will contract with Registered Nurses, licensed in the State of California, who have successfully completed training as Sexual Assault Nurse Examiners (SANE) through a course of study approved by the County's Health Services Agency. The Sexual Assault Nurse Examiners will provide sexual assault examinations which will comply with the most currently adopted protocols established by the California Office of Criminal Justice Planning. These nurses will also conduct examinations for the collection of evidence on alleged perpetrators of crimes involved in such assaults, or other forensic examinations as requested by law enforcement representatives.
3. COUNTY, acting through the Sheriff-Coroner's Department, will assure that a sufficient number of Sexual Assault Nurse Examiners are available to provide service 24-hours a day, every day of the year and shall maintain a schedule for that service.

SERVICES INCLUDED

4. The SANE Coordinator and nurse examiners shall maintain accurate records of all sexual assault services provided and shall submit such information to HOSPITAL as requested to facilitate record keeping. The SANE Coordinator shall be designed by COUNTY and HOSPITAL as the custodian of records.
5. HOSPITAL is responsible for review and approval of standardized procedures and for routine chart review.
6. Follow-up exams may be recommended by nurse examiners or contributing law enforcement agencies. All follow-up exams will be recorded on the SANE log. HOSPITAL agrees to make no additional charge for this follow-up exam.

TERM

7. This agreement shall commence when executed and shall continue in full force until terminated by either party upon thirty (30) days notice in writing to the other party.

EQUIPMENT AND FACILITIES

8. COUNTY shall provide a colposcope. In addition, the COUNTY may provide, but is not obligated by the terms of this agreement to provide, additional equipment such as photographic equipment, audio or video recording equipment, or alternate light source.
9. HOSPITAL shall provide a suitable examination room. Except for the items in paragraph 8, HOSPITAL shall keep the exam room equipped with the furnishings and supplies necessary to conduct exams which meet the most recently adopted protocols established by the California Office of Criminal Justice Planning (OCJP).
10. HOSPITAL shall provide an office area for the examiners. COUNTY and/or the Coordinator will provide office furnishings, equipment and supplies required for performance of the job.

ADMINISTRATION

11. The Sheriff-Coroner (or designee) shall represent COUNTY in all matters ~~pertaining~~ pertaining to services rendered pursuant to this Agreement and shall administer this agreement on behalf of the COUNTY. HOSPITAL's Chief Executive Officer (or designee) shall represent HOSPITAL in all matters pertaining to services rendered pursuant to this Agreement, and shall administer this Agreement on behalf of HOSPITAL.
12. The Sheriff-Coroner, in consultation, with the COUNTY'S HEALTH SERVICES AGENCY and HOSPITAL, shall develop policies and procedures for SANE examinations in accordance with the most recently adopted OCJP protocols.

HOSPITAL FINANCIAL CONTRIBUTION

13. HOSPITAL and COUNTY agree to share jointly in the cost of the SANE

program. HOSPITAL agrees to provide direct support and cash payment in an amount to be negotiated each year and incorporated into this Agreement. For Fiscal Year 2000/01 the cash contribution shall be \$20,000. The County shall invoice HOSPITAL for this direct cash payment. HOSPITAL shall make payment to the County within 30 days of the date of the invoice.

INSURANCE

14. COUNTY will require the nurse examiners to obtain and maintain appropriate malpractice insurance at their own expense. When appropriate, they shall also be required to obtain and maintain Worker's Compensation, liability and automobile liability insurance.
15. COUNTY and HOSPITAL shall indemnify and hold one another, their officers, agents and employees harmless from and against any claims, losses, liabilities, damages, demands and actions (all collectively referred to as "liability" herein) arising out of each parties' respective performance of this agreement, but only in proportion to and to the extent such liability is caused by or results from the negligent or intentional act or omission of the indemnifying party, its officers, agents or employees.

BILLING, COLLECTION AND REIMBURSEMENT

16. Current law prohibits the victim of sexual assault from being held responsible for the cost incurred in the provision of an examination for the purpose of gathering evidence for possible prosecution. Should this prohibition be removed, HOSPITAL agrees to establish a system for billing such services to the appropriate and responsible party. At such time, HOSPITAL and COUNTY will amend this agreement as appropriate to allow for the recovery of costs of Sexual Assault Nurse Examiner services.
17. HOSPITAL and COUNTY agree that, except as stated in paragraph 18, there will be no charge to COUNTY or to the law enforcement agency for examinations conducted under this agreement, regardless of the duration of the exam, including the use of the treatment room and equipment, supplies, laboratory tests, and prophylactic medications as described in Attachment 1. The list of routine laboratory tests and medications specified in Attachment 1 may be modified with the mutual consent of HOSPITAL and COUNTY without formal amendment of this agreement.

18. Patients requiring services beyond the scope of this agreement from HOSPITAL will be registered under a separate account number and be subject to hospital's normal procedures. It is the intent of HOSPITAL and COUNTY that this agreement apply only to those services required to comply with the most currently adopted OCJP protocols.

ENTIRE AGREEMENT

19. This agreement supersedes any and all other agreements, whether oral or written, between the parties with respect to the subject matter of this agreement, and no other agreement, statement, or promise relating to the subject matter of the agreement which is not contained herein shall be valid or binding.

AMENDMENT

20. The parties to this agreement may alter, amend, or modify this Agreement at any time. However, no alteration, amendment or modification of the terms of this Agreement shall be valid unless executed by written amendment hereto and approved by the COUNTY and HOSPITAL.

ASSIGNMENT

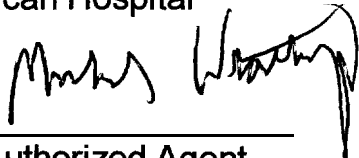
21. Neither party may assign its rights and obligations under this contract without the prior written agreement of the other party.

EXECUTION

This contract shall be deemed duly executed and binding upon execution by both parties below.

Executed on 7/25/00

Dominican Hospital

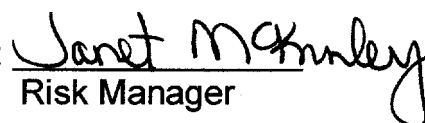
By 
Authorized Agent
Michael Weatherford, VP/CFO

Executed on _____

County of Santa Cruz

By _____
Authorized Agent

Approved as to form 
Asst. County Counsel 7/14/00

Approved by:  7/12/2000
Risk Manager

Attachment 1

LABORATORY TESTS

Gonorrhea (genprobe or culture) - vaginal, oral or rectal
 Serum syphilis test (RPR)
 Chlamydia (genprobe or culture) - vagina, throat or rectum
 Miscellaneous culture - vaginal, oral or rectal
 Urinalysis
 Urinalysis with urine spun from sperm
 Herpes test
 Pregnancy test - serum or urine
 Feces - ovum and parasites

MEDICATIONS

Azithromycin (Zithromax)
 Cefixime (Suprax)
 Ceftriaxone (Rocephin)
 Ciproflaxin (Cipro, Clloxan)
 Doxycycline
 Erythromycin
 Ofloxacin (Floxin)
 Lo/Ovral
 Spectinomycin
 Other medications as prescribed by Emergency Department physician.

0 1 1 9

FROM: Sheriff-Coroner (Dept.)
W. A. [Signature] (Signature) 7-28-00 (Date)

1. Said agreement is between the Santa Cruz County Sheriff-Coroner (Agency)
and.. Watsonville Hospital, 75 Nielson, Watsonville, CA 95076 (Name & Address)

3. The agreement is needed to provide funding for the Watsonville Hospital sexual assault examination services provided by the County.

5. Anticipated cost is \$ revenue \$ 5,000 (Fixed amount; Monthly rate; Not to exceed)

7. Appropriations. are budgeted in 661400 (Index#) 2372 (Subobject)

Appropriations ~~are~~ available and ~~have been~~ encumbered. Contract No. R-735 Date 7/27/00
~~are not~~ ~~will be~~
 GARY A. KNUTSON Auditor - Controller

By Ronald L. Silva Deputy.

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the _____ to execute the same on behalf of the _____ (Agency). _____ County Administrative Officer

Remarks: _____

(Analyst)

BY  Date 9/17/00

ADM - 29 (6/95)

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

AGREEMENT BETWEEN COUNTY OF SANTA CRUZ
AND WATSONVILLE COMMUNITY HOSPITAL

Agreement made this day of September, 2000, by and between Watsonville Hospital Corporation d/b/a Watsonville Community Hospital, a California for profit corporation, hereinafter referred to as "HOSPITAL" and the County of Santa Cruz, hereinafter referred to as "COUNTY".

RECITALS

WHEREAS HOSPITAL owns and operates an acute health care hospital within Santa Cruz, California, and provides immediate emergency care 24 hours per day and,

WHEREAS HOSPITAL has a responsibility to examine patients and gather evidence in cases where a child or adult has been sexually assaulted and/or abused and,

WHEREAS the law enforcement agencies in Santa Cruz County have a responsibility to assure that sexual assault evidence is gathered according to established medical legal standards and,

WHEREAS HOSPITAL and COUNTY are committed to provide the highest quality of care to victims of sexual assault and,

WHEREAS HOSPITAL and COUNTY agree that the best results for examinations of sexual assault are achieved through cooperative efforts and,

WHEREAS HOSPITAL and COUNTY are part of a multi-jurisdictional cooperative effort involving local area hospitals, local law enforcement jurisdictions, and other public agencies concerned with assisting victims of sexual assault and,

WHEREAS HOSPITAL provides a specialized room for the performance of sexual assault exams and,

WHEREAS COUNTY provides program management and related administrative support and,

WHEREAS HOSPITAL and COUNTY desire to ensure the continuation of an organized, effective team response to cases of adult and child sexual assault in

Santa Cruz County through the continuity of the Santa Cruz County Sexual Assault Nurse Examiner program (SANE),

NOW THEREFORE, HOSPITAL and COUNTY, in consideration of the covenants, conditions, stipulations, and terms hereinafter expressed, agree as follows:

PERFORMANCE PROVISIONS

1. COUNTY shall provide the SANE program management and administrative support and designate the Sheriff-Coroner or designee as the SANE Coordinator.
2. COUNTY will contract with Registered Nurses, licensed in the State of California, who have successfully completed training as Sexual Assault Nurse Examiners through a course of study approved by the County's Health Services Agency. The Sexual Assault Nurse Examiners will provide sexual assault examinations which will comply with the most currently adopted protocols established by the California Office of Criminal Justice Planning. These nurses will also conduct examinations for the collection of evidence on alleged perpetrators of crimes involved in such assaults, or other forensic examinations as requested by law enforcement representatives.
3. COUNTY, acting through the Sheriff-Coroner's Department will assure that a sufficient number of Sexual Assault Nurse Examiners are available to provide service 24-hours a day, every day of the year and shall maintain a schedule for that service.

SERVICES INCLUDED

4. The SANE Coordinator and nurse examiners shall maintain accurate records of all sexual assault services provided and shall submit such information to HOSPITAL as requested to facilitate record keeping. The SANE Coordinator shall be designed by COUNTY and HOSPITAL as the custodian of records.
5. HOSPITAL is responsible for review and approval of standardized procedures and for routine chart review.
6. Follow-up exams may be recommended by nurse examiners or contributing law enforcement agencies. All follow-up exams will be recorded on the

SANE log. HOSPITAL agrees to make no additional charge for this follow-up exam.

TERM

7. This agreement shall commence when executed and shall continue in full force until terminated by either party upon thirty (30) days notice in writing to the other party.

EQUIPMENT AND FACILITIES

8. COUNTY shall provide a colposcope. In addition, the COUNTY may provide, but is not obligated by the terms of this agreement to provide, additional equipment such as photographic equipment, audio or video recording equipment, or alternate light source.
9. HOSPITAL shall provide a suitable examination room. Except for the items in paragraph 8, HOSPITAL shall keep the exam room equipped with the furnishings and supplies necessary to conduct exams which meet the most recently adopted protocols established by the California Office of Criminal Justice Planning (OCJP).
10. HOSPITAL shall provide an office area for the examiners. COUNTY and/or the Coordinator will provide office furnishings, equipment and supplies required for performance of the job.

ADMINISTRATION

11. The Sheriff-Coroner (or designee) shall represent COUNTY in all matters pertaining to services rendered pursuant to this Agreement and shall administer this agreement on behalf of the COUNTY. HOSPITAL's Chief Executive Officer (or designee) shall represent HOSPITAL in all matters pertaining to services rendered pursuant to this Agreement, and shall administer this Agreement on behalf of HOSPITAL.
12. The Sheriff-Coroner, in consultation, with the COUNTY'S HEALTH SERVICES AGENCY and HOSPITAL, shall develop policies and procedures for SANE examinations in accordance with the most recently adopted OCJP protocols.

HOSPITAL FINANCIAL CONTRIBUTION

13. HOSPITAL and COUNTY agree to share jointly in the cost of the SANE program. HOSPITAL agrees to provide direct support and cash payment in an amount to be negotiated each year and incorporated into this Agreement. For Fiscal Year 2000/01 the cash contribution shall be \$5,000. The County shall invoice HOSPITAL for this direct cash payment. HOSPITAL shall make payment to County within 30 days of the date of the invoice.

INSURANCE

14. COUNTY will require the nurse examiners to obtain and maintain appropriate malpractice insurance at their own expense. When appropriate, they shall also be required to obtain and maintain Worker's Compensation, liability and automobile liability insurance.
15. COUNTY and HOSPITAL shall indemnify and hold one another, their officers, agents and employees harmless from and against any claims, losses, liabilities, damages, demands and actions (all collectively referred to as "liability" herein) arising out of each parties' respective performance of this agreement, but only in proportion to and to the extent such liability is caused by or results from the negligent or intentional act or omission of the indemnifying party, its officers, agents or employees.

BILLING, COLLECTION AND REIMBURSEMENT

16. Current law prohibits the victim of sexual assault from being held responsible for the cost incurred in the provision of an examination for the purpose of gathering evidence for possible prosecution. Should this prohibition be removed, HOSPITAL agrees to establish a system for billing such services to the appropriate and responsible party. At such time, HOSPITAL and COUNTY will amend this agreement as appropriate to allow for the recovery of costs of Sexual Assault Nurse Examiner services.
17. HOSPITAL and COUNTY agree that, except as stated in paragraph 18, there will be no charge to COUNTY or to the law enforcement agency for examinations conducted under this agreement, regardless of the duration of the exam, including the use of the treatment room and equipment, supplies, laboratory tests, and prophylactic medications as described in Attachment 1. The list of routine laboratory tests and medications specified in Attachment 1 may be modified with the mutual consent of HOSPITAL

and COUNTY without formal amendment of this agreement.

18. Patients requiring services beyond the scope of this agreement from HOSPITAL will be registered under a separate account number and be subject to hospital's normal procedures. It is the intent of HOSPITAL and COUNTY that this agreement apply only to those services required to comply with the most currently adopted OCJP protocols.

ENTIRE AGREEMENT

19. This agreement supersedes any and all other agreements, whether oral or written, between the parties with respect to the subject matter of this agreement, and no other agreement, statement, or promise relating to the subject matter of the agreement which is not contained herein shall be valid or binding.

AMENDMENT

20. The parties to this agreement may alter, amend, or modify this Agreement at any time. However, no alteration, amendment or modification of the terms of this Agreement shall be valid unless executed by written amendment hereto and approved by the COUNTY and HOSPITAL.

ASSIGNMENT


21. Neither party may assign its rights and obligations under this contract without the prior written agreement of the other party.

EXECUTION

This contract shall be deemed duly executed and binding upon execution by both parties below.

Executed on 8/31/00

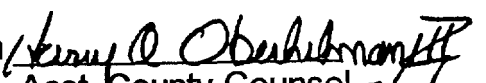
Watsonville Community Hospital

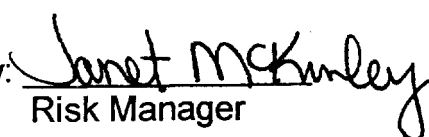
By 
Authorized Agent

Executed on _____

County of Santa Cruz

By _____
Authorized Agent

Approved as to form 
Asst. County Counsel 7/11/00

Approved by:  7-12-2000
Risk Manager

Attachment 1

LABORATORY TESTS

Gonorrhea (genprobe or culture) - vaginal, oral or rectal
Serum syphilis test (RPR)
Chlamydia (genprobe or culture) - vagina, throat or rectum
Miscellaneous culture - vaginal, oral or rectal
Urinalysis
Urinalysis with urine spun from sperm
Herpes test
Pregnancy test - serum or urine
Feces - ovum and parasites

MEDICATIONS

Azithromycin (Zithromax)
Cefixime (Suprax)
Ceftriaxone (Rocephin)
Ciproflaxin (Cipro, Clioxxan)
Doxycycline
Erythromycin
Ofloxacin (Floxin)
Lo/Ovral
Spectinomycin
Other medications as prescribed by Emergency Department physician.

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

0127

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

FROM: Sheriff-Coroner (Dept.)
[Signature] (Signature) 7-28-00 (Date)

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

Santa Cruz County Sheriff-Coroner

1. Said agreement is between the _____ (Agency)
and City of Capitola, 422 Capitola Avenue, Capitola, CA 95010 (Name & Address)
2. The agreement will provide funding for the Sexual Assault Nurse Examiners Program
3. The agreement is needed to provide funding for City of Capitola sexual assault examination services provided by the County.
4. Period of the ~~agreement~~ ^{revenue} is from 7/1/00 to 6/30/01
5. Anticipated cost is \$ \$5,120 (Fixed amount; Monthly rate; Not to exceed)
6. Remarks: Revenue agreement.
7. Appropriations are budgeted in 661400 (Index#) 2372 (Subobject)

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

Appropriations are available and have been encumbered. Contract No. R 737 Date 7/27/00
N/A 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 County to execute the same on behalf of the County (Agency).

Remarks: _____ (Analyst) By [Signature] County Administrative Officer Date 9/11/00

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 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 _____ 19 _____ By _____ Deputy Clerk

26

SEXUAL ASSAULT NURSE EXAMINER'S PROGRAM REVENUE CONTRIBUTION AGREEMENT

THIS AGREEMENT IS MADE BY AND BETWEEN THE COUNTY OF SANTA CRUZ AND CITY OF CAPITOLA, HEREIN REFERRED TO AS "CONTRIBUTING ENTITY", AND IS MADE WITH REFERENCE TO THE FOLLOWING RECITALS.

WHEREAS the law enforcement agencies in Santa Cruz County have a responsibility to assure that sexual assault evidence is gathered according to established medical and legal standards and,

WHEREAS the CITY OF SANTA CRUZ, CITY OF WATSONVILLE, CITY OF SCOTTS VALLEY, CITY OF CAPITOLA AND UNIVERSITY OF CALIFORNIA AT SANTA CRUZ (CONTRIBUTING ENTITIES) agree that the best results for examinations of sexual assault victims are achieved through cooperative efforts and,

WHEREAS the CONTRIBUTING ENTITIES are part of a multi-jurisdictional cooperative effort involving local area hospitals and local law enforcement agencies concerned with assisting victims of sexual assault and,

WHEREAS the CONTRIBUTING ENTITIES desire to ensure the continuation of an organized, effective team response to cases of adult and child sexual assault in Santa Cruz County through the continuity of the Sexual Assault Nurse Examiner (SANE) program, and

WHEREAS, the CONTRIBUTING ENTITIES have supported the SANE program during its administration under the auspices of the Santa Cruz County Criminal Justice Commission, and

WHEREAS, the program administration of the SANE program has been transferred to the County of Santa Cruz, Sheriff-Coroner's Department, with the approval of the Criminal Justice Commission and the Board of Supervisors, effective with the fiscal year 2000-2001, and

WHEREAS, each of the CONTRIBUTING ENTITIES acknowledges that the success of the SANE program in Santa Cruz County is directly related to the participation of each of the CONTRIBUTING ENTITIES in the funding of the program through this

agreement.

NOW THEREFORE, the CONTRIBUTING ENTITY in consideration of the covenants, conditions, stipulations, and terms hereinafter expressed, agree as follows:

1. The CONTRIBUTING ENTITY shall contribute to the funding of the SANE program under the coordination and administration of the Santa Cruz County Sheriff-Coroner's Department.
2. This agreement shall commence when executed and shall continue in full force until terminated by any the CONTRIBUTING ENTITY upon thirty (30) days notice in writing to COUNTY.
3. The CONTRIBUTING ENTITY shall contribute funds for the fiscal year July 1, 2000 to June 30, 2001, in the amount of \$5,120.
4. For fiscal years following the fiscal year 2000-2001, each one of the CONTRIBUTING ENTITIES' contribution level shall be adjusted to reflect any increase or decrease in the operation of the SANE program. Increases or decreases in **funding** level shall be approved by the Santa Cruz County Board of Supervisors. Notice of an increase or decrease in contribution levels shall be given to the CONTRIBUTING ENTITY no later than 45 days prior to the end of the then current fiscal year. Each CONTRIBUTING ENTITIES' contribution level shall be made based on the entities' share of population when compared to its total County population, for the City of Capitola the share of population is 4%.
5. Contributions shall be made to the Santa Cruz County Auditor-Controller on or before August 31, of each fiscal year.
6. The Santa Cruz County Auditor-Controller shall annually, or as deemed necessary, audit the operation of the SANE program. These audit results shall be made available to the CONTRIBUTING ENTITY.
7. The Santa Cruz County Sheriff-Coroner's Department shall maintain all financial records of the SANE program for a period of at least five years following the end of the fiscal year for which the records pertain. The CONTRIBUTING ENTITY shall have the right to inspect these records at any time upon reasonable notice.
8. If the CONTRIBUTING ENTITY elects to terminate its participation in this funding agreement and cease contributions to the SANE program, it must

do so by giving each other of the CONTRIBUTING ENTITIES written notice of intent to terminate participation no less than 30 days prior to the end of the then current fiscal year. Such notice of intent to terminate their participation shall not be effective until the end of the then current fiscal year. In the event that one of the CONTRIBUTING ENTITIES elects to terminate its participation pursuant to this paragraph, all of the remaining CONTRIBUTING ENTITIES, shall have the opportunity to terminate its participation or to continue participation with adjustments in the contribution levels necessary to fund the SANE program for the subsequent fiscal year. The CONTRIBUTION ENTITY shall exercise good faith in resolving any disputes over the funding level of the SANE program or any proposed increase in the contributions.

9. The CONTRIBUTING ENTITY shall indemnify and hold one another, their **officers**, agents and employees harmless from and against any claims, losses, liabilities, damages, demands and actions (all collectively referred to as "liability" herein) arising out of each parties' respective performance of this agreement, but only in proportion to and to the extent such liability is caused by or results from the negligent or intentional act or omission of the indemnifying party, its officers, agents or employees.
10. This agreement supersedes any and all other agreements, whether oral or written, between the parties with respect to the subject matter of this agreement, and no other agreement, statement, or promise relating to the subject matter of the agreement which is not contained herein shall be valid or binding.
11. The parties to this agreement may alter, amend, or modify this Agreement at any time. However, no alteration, amendment or modification of the terms of this Agreement shall be valid unless executed by written amendment hereto and approved by each of the parties.

EXECUTION

This agreement shall be deemed duly executed and binding upon execution by the parties below.

Executed on _____

County of Santa Cruz

BY _____
Authorized AgentExecuted on 7-18-2000

City of Capitola

By Kathleen Molloy
Authorized Agent

Approved as to form:

Harry A. Oberhelman III
Asst. County Counsel 7/11/00

Approved by:

Janet McKinley 7-13-2000
Risk Manager

cc: Auditor
Sheriff-Coroner
Contractor

SEXUAL ASSAULT NURSE EXAMINER'S PROGRAM REVENUE CONTRIBUTION AGREEMENT

THIS AGREEMENT IS MADE BY AND BETWEEN THE COUNTY OF SANTA CRUZ AND CITY OF CAPITOLA, HEREIN REFERRED TO AS "CONTRIBUTING ENTITY", AND IS MADE WITH REFERENCE TO THE FOLLOWING RECITALS.

WHEREAS the law enforcement agencies in Santa Cruz County have a responsibility to assure that sexual assault evidence is gathered according to established medical and legal standards and,

WHEREAS the CITY OF SANTA CRUZ, CITY OF WATSONVILLE, CITY OF SCOTTS VALLEY, CITY OF CAPITOLA AND UNIVERSITY OF CALIFORNIA AT SANTA CRUZ (CONTRIBUTING ENTITIES) agree that the best results for examinations of sexual assault victims are achieved through cooperative efforts and,

WHEREAS the CONTRIBUTING ENTITIES are part of a multi-jurisdictional cooperative effort involving local area hospitals and local law enforcement agencies concerned with assisting victims of sexual assault and,

WHEREAS the CONTRIBUTING ENTITIES desire to ensure the continuation of an organized, effective team response to cases of adult and child sexual assault in Santa Cruz County through the continuity of the Sexual Assault Nurse Examiner (SANE) program, and

WHEREAS, the CONTRIBUTING ENTITIES have supported the SANE program during its administration under the auspices of the Santa Cruz County Criminal Justice Commission, and

WHEREAS, the program administration of the SANE program has been transferred to the County of Santa Cruz, Sheriff-Coroner's Department, with the approval of the Criminal Justice Commission and the Board of Supervisors, effective with the fiscal year 2000-2001, and

WHEREAS, each of the CONTRIBUTING ENTITIES acknowledges that the success of the SANE program in Santa Cruz County is directly related to the participation of each of the CONTRIBUTING ENTITIES in the funding of the program through this

agreement.

NOW THEREFORE, the CONTRIBUTING ENTITY in consideration of the covenants, conditions, stipulations, and terms hereinafter expressed, agree as follows:

1. The CONTRIBUTING ENTITY shall contribute to the funding of the SANE program under the coordination and administration of the Santa Cruz County Sheriff-Coroner's Department.
2. This agreement shall commence when executed and shall continue in full force until terminated by any the CONTRIBUTING ENTITY upon thirty (30) days notice in writing to COUNTY.
3. The CONTRIBUTING ENTITY shall contribute funds for the fiscal year July 1, 2000 to June 30, 2001, in the amount of \$5,120.
4. For fiscal years following the fiscal year 2000-2001, each one of the CONTRIBUTING ENTITIES' contribution level shall be adjusted to reflect any increase or decrease in the operation of the SANE program. Increases or decreases in funding level shall be approved by the Santa Cruz County Board of Supervisors. Notice of an increase or decrease in contribution levels shall be given to the CONTRIBUTING ENTITY no later than 45 days prior to the end of the then current fiscal year. Each CONTRIBUTING ENTITIES' contribution level shall be made based on the entities' share of population when compared to its total County population, for the City of Capitola the share of population is 4%.
5. Contributions shall be made to the Santa Cruz County Auditor-Controller on or before August 31, of each fiscal year.
6. The Santa Cruz County Auditor-Controller shall annually, or as deemed necessary, audit the operation of the SANE program. These audit results shall be made available to the CONTRIBUTING ENTITY.
7. The Santa Cruz County Sheriff-Coroner's Department shall maintain all financial records of the SANE program for a period of at least five years following the end of the fiscal year for which the records pertain. The CONTRIBUTING ENTITY shall have the right to inspect these records at any time upon reasonable notice.
8. If the CONTRIBUTING ENTITY elects to terminate its participation in this funding agreement and cease contributions to the SANE program, it must

do so by giving each other of the CONTRIBUTING ENTITIES written notice of intent to terminate participation no less than 30 days prior to the end of the then current fiscal year. Such notice of intent to terminate their participation shall not be effective until the end of the then current fiscal year. In the event that one of the CONTRIBUTING ENTITIES elects to terminate its participation pursuant to this paragraph, all of the remaining CONTRIBUTING ENTITIES, shall have the opportunity to terminate its participation or to continue participation with adjustments in the contribution levels necessary to fund the SANE program for the subsequent fiscal year. The CONTRIBUTION ENTITY shall exercise good faith in resolving any disputes over the funding level of the SANE program or any proposed increase in the contributions.

9. The CONTRIBUTING ENTITY shall indemnify and hold one another, their officers, agents and employees harmless from and against any claims, losses, liabilities, damages, demands and actions (all collectively referred to as "liability" herein) arising out of each parties' respective performance of this agreement, but only in proportion to and to the extent such liability is caused by or results from the negligent or intentional act or omission of the indemnifying party, its officers, agents or employees.
10. This agreement supersedes any and all other agreements, whether oral or written, between the parties with respect to the subject matter of this agreement, and no other agreement, statement, or promise relating to the subject matter of the agreement which is not contained herein shall be valid or binding.
11. The parties to this agreement may alter, amend, or **modify** this Agreement at any time. However, no alteration, amendment or modification of the terms of this Agreement shall be valid unless executed by written amendment hereto and approved by each of the parties.

EXECUTION

This agreement shall be deemed duly executed and binding upon execution by the parties below.

Executed on _____ County of Santa Cruz

BY _____
Authorized Agent

Executed on 7-18-2000 City of Capitola

By Kathleen Molloy
Authorized Agent

Approved as to form: Harry A. Oberhelman III
Asst. County Counsel 7/11/00

Approved by: Janet McKinley 7-13-2000
Risk Manager

cc: Auditor
Sheriff-Coroner
Contractor

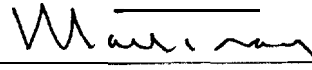
COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

0136

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

FROM: Sheriff-Coroner

(Dept.)



(Signature) 7-28-00

(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 Sheriff-Coroner (Agency)
and, City of Santa Cruz, 155 Center Street., Santa Cruz, CA 95060 (Name & Address)
2. The agreement will provide funding for the Sexual Assault Nurse Examiners Program
3. The agreement is needed to provide funding for City of Santa Cruz sexual assault examination services provided by the County
4. Period of the agreement is from 7/1/00 to 6/30/01
5. Anticipated cost is \$ 028,160 (Fixed amount; Monthly rate; Not to exceed)
6. Remarks: Revenue agreement
7. Appropriations are budgeted in 661400 (Index#) 2372 (Subobject)

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

Appropriations are available and have been encumbered.
are not will be

N/A

Contract No. R-738

Date 7/27/00

GARY A. KNUTSON, Auditor - Controller

By Ronald J. Silva Deputy.

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the Sheriff to execute the same on behalf of the County (Agency).

Remarks:

County Administrative Officer

By Chad Date 9/11/00

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

26 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 _____

County Administrative Officer

BY _____ Deputy Clerk

SEXUAL ASSAULT NURSE EXAMINER'S PROGRAM REVENUE CONTRIBUTION AGREEMENT

THIS AGREEMENT IS MADE BY AND BETWEEN THE COUNTY OF SANTA CRUZ AND CITY OF SANTA CRUZ, HEREIN REFERRED TO AS "CONTRIBUTING ENTITY", AND IS MADE WITH REFERENCE TO THE FOLLOWING RECITALS.

WHEREAS the law enforcement agencies in Santa Cruz County have a responsibility to assure that sexual assault evidence is gathered according to established medical and legal standards and,

WHEREAS the CITY OF SANTA CRUZ, CITY OF WATSONVILLE, CITY OF SCOTTS VALLEY, CITY OF CAPITOLA AND UNIVERSITY OF CALIFORNIA AT SANTA CRUZ (CONTRIBUTING ENTITIES) agree that the best results for examinations of sexual assault victims are achieved through cooperative efforts and,

WHEREAS the CONTRIBUTING ENTITIES are part of a multi-jurisdictional cooperative effort involving local area hospitals and local law enforcement agencies concerned with assisting victims of sexual assault and,

WHEREAS the CONTRIBUTING ENTITIES desire to ensure the continuation of an organized, effective team response to cases of adult and child sexual assault in Santa Cruz County through the continuity of the Sexual Assault Nurse Examiner (SANE) program, and

WHEREAS, the CONTRIBUTING ENTITIES have supported the SANE program during its administration under the auspices of the Santa Cruz County Criminal Justice Commission, and

WHEREAS, the program administration of the SANE program has been transferred to the County of Santa Cruz, Sheriff-Coroner's Department, with the approval of the Criminal Justice Commission and the Board of Supervisors, effective with the fiscal year 2000-2001, and

WHEREAS, each of the CONTRIBUTING ENTITIES acknowledges that the success of the SANE program in Santa Cruz County is directly related to the participation of each of the CONTRIBUTING ENTITIES in the funding of the program through this

agreement.

NOW THEREFORE, the CONTRIBUTING ENTITY in consideration of the covenants, conditions, stipulations, and terms hereinafter expressed, agree as follows:

1. The CONTRIBUTING ENTITY shall contribute to the funding of the SANE program under the coordination and administration of the Santa Cruz County Sheriff-Coroner's Department.
2. This agreement shall commence when executed and shall continue in full force until terminated by any the CONTRIBUTING ENTITY upon thirty (30) days notice in writing to COUNTY.
3. The CONTRIBUTING ENTITY shall contribute funds for the fiscal year July 1, 2000 to June 30, 2001, in the amount of \$28,160..
4. For fiscal years following the fiscal year 2000-2001, each one of the CONTRIBUTING ENTITIES' contribution level shall be adjusted to reflect any increase or decrease in the operation of the SANE program. Increases or decreases in funding level shall be approved by the Santa Cruz County Board of Supervisors. Notice of an increase or decrease in contribution levels shall be given to the CONTRIBUTING ENTITY no later than 45 days prior to the end of the then current fiscal year. Each CONTRIBUTING ENTITIES' contribution level shall be made based on the entities' share of population when compared to its total County population, for the City of Santa Cruz the share of population is 22%.
5. Contributions shall be made to the Santa Cruz County Auditor-Controller on or before August 31, of each fiscal year.
6. The Santa Cruz County Auditor-Controller shall annually, or as deemed necessary, audit the operation of the SANE program, These audit results shall be made available to the CONTRIBUTING ENTITY.
7. The Santa Cruz County Sheriff-Coroner's Department shall maintain all financial records of the SANE program for a period of at least five years following the end of the fiscal year for which the records pertain. The CONTRIBUTING ENTITY shall have the right to inspect these records at any time upon reasonable notice.
8. If the CONTRIBUTING ENTITY elects to terminate its participation in this funding agreement and cease contributions to the SANE program, it must

do so by giving each other of the CONTRIBUTING ENTITIES written notice of intent to terminate participation no less than 30 days prior to the end of the then current fiscal year. Such notice of intent to terminate their participation shall not be effective until the end of the then current fiscal year. In the event that one of the CONTRIBUTING ENTITIES elects to terminate its participation pursuant to this paragraph, all of the remaining CONTRIBUTING ENTITIES, shall have the opportunity to terminate its participation or to continue participation with adjustments in the contribution levels necessary to fund the SANE program for the subsequent fiscal year. The CONTRIBUTION ENTITY shall exercise good faith in resolving any disputes over the funding level of the SANE program or any proposed increase in the contributions.

9. The CONTRIBUTING ENTITY shall indemnify and hold one another, their officers, agents and employees harmless from and against any claims, losses, liabilities, damages, demands and actions (all collectively referred to as "liability" herein) arising out of each parties' respective performance of this agreement, but only in proportion to and to the extent such liability is caused by or results from the negligent or intentional act or omission of the indemnifying party, its officers, agents or employees.
10. This agreement supersedes any and all other agreements, whether oral or written, between the parties with respect to the subject matter of this agreement, and no other agreement, statement, or promise relating to the subject matter of the agreement which is not contained herein shall be valid or binding.
11. The parties to this agreement may alter, amend, or modify this Agreement at any time. However, no alteration, amendment or modification of the terms of this Agreement shall be valid unless executed by written amendment hereto and approved by each of the parties.

EXECUTION

This agreement shall be deemed duly executed and binding upon execution by the parties below.

Executed on _____

County of Santa Cruz

By _____

Authorized Agent

Executed on _____

City of Santa Cruz

By Steven R. Belcher

Authorized Agent

Approved as to form:

Harry A. Oberhelman III
Assf. County Counsel 7/11/00

Approved by:

Janet McKinley 7-13-2000
Risk Manager

cc: Auditor
Sheriff-Coroner
Contractor

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

0141

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

FROM: Sheriff-Coroner
W. M. ... (Signature) 7-28-00 (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 Sheriff-Coroner (Agency)
and City of Scotts Valley, 1 Civic Center Drive, Scotts Valley, CA 95066 (Name & Address)
2. The agreement will provide funding for the Sexual Assault Nurse Examiners Program.
3. The agreement is needed to provide funding for the City of Scotts Valley sexual assault examination services provided by the County.
4. Period of the agreement is from 7/1/00 to 7-1
5. Anticipated cost is \$ revenue 30 (Fixed amount; Monthly rate; Not to exceed)
6. Remarks: Revenue agreement.
7. Appropriations are budgeted in 661400 (Index#) 2372 (Subobject)

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

Appropriations are available and have been encumbered.
are not will be

Contract No. R-739 Date 7/27/00

GARY A. KNUTSON, Auditor - Controller

By Ronald J. ... Deputy.

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the Sheriff to execute the same on behalf of the County (Agency).

Remarks: _____ (Analyst)
By [Signature] County Administrative Officer Date 9/11/00

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 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

SEXUAL ASSAULT NURSE EXAMINER'S PROGRAM REVENUE CONTRIBUTION AGREEMENT

THIS AGREEMENT IS MADE BY AND BETWEEN THE COUNTY OF SANTA CRUZ AND CITY OF SCOTTS VALLEY, HEREIN REFERRED TO AS "CONTRIBUTING ENTITY", AND IS MADE WITH REFERENCE TO THE FOLLOWING RECITALS.

WHEREAS the law enforcement agencies in Santa Cruz County have a responsibility to assure that sexual assault evidence is gathered according to established medical and legal standards and,

WHEREAS the CITY OF SANTA CRUZ, CITY OF WATSONVILLE, CITY OF SCOTTS VALLEY, CITY OF CAPITOLA AND UNIVERSITY OF CALIFORNIA AT SANTA CRUZ (CONTRIBUTING ENTITIES) agree that the best results for examinations of sexual assault victims are achieved through cooperative efforts and,

WHEREAS the CONTRIBUTING ENTITIES are part of a multi-jurisdictional cooperative effort involving local area hospitals and local law enforcement agencies concerned with assisting victims of sexual assault and,

WHEREAS the CONTRIBUTING ENTITIES desire to ensure the continuation of an organized, effective team response to cases of adult and child sexual assault in Santa Cruz County through the continuity of the Sexual Assault Nurse Examiner (SANE) program, and

WHEREAS, the CONTRIBUTING ENTITIES have supported the SANE program during its administration under the auspices of the Santa Cruz County Criminal Justice Commission, and

WHEREAS, the program administration of the SANE program has been transferred to the County of Santa Cruz, Sheriff-Coroner's Department, with the approval of the Criminal Justice Commission and the Board of Supervisors, effective with the fiscal year 2000-2001, and

WHEREAS, each of the CONTRIBUTING ENTITIES acknowledges that the success of the SANE program in Santa Cruz County is directly related to the participation of each of the CONTRIBUTING ENTITIES in the funding of the program through this

agreement.

NOW THEREFORE, the CONTRIBUTING ENTITY in consideration of the covenants, conditions, stipulations, and terms hereinafter expressed, agree as follows:

1. The CONTRIBUTING ENTITY shall contribute to the funding of the SANE program under the coordination and administration of the Santa Cruz County Sheriff-Coroner's Department.
2. This agreement shall commence when executed and shall continue in full force until terminated by any the CONTRIBUTING ENTITY upon thirty (30) days notice in writing to COUNTY.
3. The CONTRIBUTING ENTITY shall contribute funds for the fiscal year July 1, 2000 to June 30, 2001, in the amount of \$5,120.
4. For fiscal years following the fiscal year 2000-2001, each one of the CONTRIBUTING ENTITIES' contribution level shall be adjusted to reflect any increase or decrease in the operation of the SANE program. Increases or decreases in funding level shall be approved by the Santa Cruz County Board of Supervisors. Notice of an increase or decrease in contribution levels shall be given to the CONTRIBUTING ENTITY no later than 45 days prior to the end of the then current fiscal year. Each CONTRIBUTING ENTITIES' contribution level shall be made based on the entities' share of population when compared to its total County population, for the City of Scotts Valley the share of population is 4%.
5. Contributions shall be made to the Santa Cruz County Auditor-Controller on or before August 31, of each fiscal year.
6. The Santa Cruz County Auditor-Controller shall annually, or as deemed necessary, audit the operation of the SANE program. These audit results shall be made available to the CONTRIBUTING ENTITY.
7. The Santa Cruz County Sheriff-Coroner's Department shall maintain all financial records of the SANE program for a period of at least five years following the end of the fiscal year for which the records pertain. The CONTRIBUTING ENTITY shall have the right to inspect these records at any time upon reasonable notice.
8. If the CONTRIBUTING ENTITY elects to terminate its participation in this funding agreement and cease contributions to the SANE program, it must

do so by giving each other of the CONTRIBUTING ENTITIES written notice of intent to terminate participation no less than 30 days prior to the end of the then current fiscal year. Such notice of intent to terminate their participation shall not be effective until the end of the then current fiscal year. In the event that one of the CONTRIBUTING ENTITIES elects to terminate its participation pursuant to this paragraph, all of the remaining CONTRIBUTING ENTITIES, shall have the opportunity to terminate its participation or to continue participation with adjustments in the contribution levels necessary to fund the SANE program for the subsequent fiscal year. The CONTRIBUTION ENTITY shall exercise good faith in resolving any disputes over the funding level of the SANE program or any proposed increase in the contributions.

9. The CONTRIBUTING ENTITY shall indemnify and hold one another, their officers, agents and employees harmless from and against any claims, losses, liabilities, damages, demands and actions (all collectively referred to as "liability" herein) arising out of each parties' respective performance of this agreement, but only in proportion to and to the extent such liability is caused by or results from the negligent or intentional act or omission of the indemnifying party, its officers, agents or employees.
10. This agreement supersedes any and all other agreements, whether oral or written, between the parties with respect to the subject matter of this agreement, and no other agreement, statement, or promise relating to the subject matter of the agreement which is not contained herein shall be valid or binding.
11. The parties to this agreement may alter, amend, or modify this Agreement at any time. However, no alteration, amendment or modification of the terms of this Agreement shall be valid unless executed by written amendment hereto and approved by each of the parties.

EXECUTION

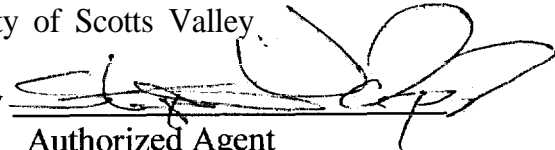
This agreement shall be deemed duly executed and binding upon execution by the parties below.

Executed on _____

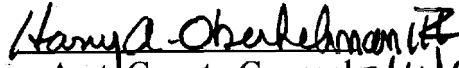
County of Santa Cruz

BY _____
Authorized AgentExecuted on 7-18-00

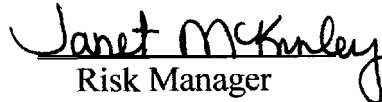
City of Scotts Valley

By 
Authorized Agent

Approved as to form:


Asst. County Counsel 7/11/00

Approved by:


Risk Manager 7-13-2000

cc: Auditor
Sheriff-Coroner
Contractor

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

0146

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

FROM: Sheriff-Coroner

(Dept.)

W. M. ...

(Signature) 7-28-00 (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 Sheriff-Coroner (Agency)
and, of Watsonville, P.O. Box 1930, Watsonville, CA 957 (Name & Address)
2. The agreement will provide funding for the Sexual Assault Nurse Examiners Program
3. The agreement is needed to provide funding for City of Watsonville sexual assault examination services provided by the County.
4. Period of the agreement is from 7/1/00 to 6/30/01
5. Anticipated revenue cost is \$ \$19,200 (Fixed amount; Monthly rate; Not to exceed)
6. Remarks: Revenue agreement
7. Appropriations are budgeted in 661400 (Index#) 2372 (Subobject)

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

Appropriations are not available and have been encumbered.

Contract No. R-736

Date 7/27/02

GARY A. KNUTSON, Auditor - Controller

By Ronald J. ... Deputy.

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the to execute the same on behalf of the

(Agency).

Remarks:

(Analyst)

County Administrative Officer

By [Signature]

Date 9/11/00

Agreement approved as to form. Date

Distribution:

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

* To be returned 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

26

SEXUAL ASSAULT NURSE EXAMINER'S PROGRAM REVENUE CONTRIBUTION AGREEMENT

THIS AGREEMENT IS MADE BY AND BETWEEN THE COUNTY OF SANTA CRUZ AND CITY OF WATSONVILLE, HEREIN REFERRED TO AS "CONTRIBUTING ENTITY", AND IS MADE WITH REFERENCE TO THE FOLLOWING RECITALS.

WHEREAS the law enforcement agencies in Santa Cruz County have a responsibility to assure that sexual assault evidence is gathered according to established medical and legal standards and,

WHEREAS the CITY OF SANTA CRUZ, CITY OF WATSONVILLE, CITY OF SCOTTS VALLEY, CITY OF CAPITOLA AND UNIVERSITY OF CALIFORNIA AT SANTA CRUZ (CONTRIBUTING ENTITIES) agree that the best results for examinations of sexual assault victims are achieved through cooperative efforts and,

WHEREAS the CONTRIBUTING ENTITIES are part of a multi-jurisdictional cooperative effort involving local area hospitals and local law enforcement agencies concerned with assisting victims of sexual assault and,

WHEREAS the CONTRIBUTING ENTITIES desire to ensure the continuation of an organized, effective team response to cases of adult and child sexual assault in Santa Cruz County through the continuity of the Sexual Assault Nurse Examiner (SANE) program, and

WHEREAS, the CONTRIBUTING ENTITIES have supported the SANE program during its administration under the auspices of the Santa Cruz County Criminal Justice Commission, and

WHEREAS, the program administration of the SANE program has been transferred to the County of Santa Cruz, Sheriff-Coroner's Department, with the approval of the Criminal Justice Commission and the Board of Supervisors, effective with the fiscal year 2000-2001, and

WHEREAS, each of the CONTRIBUTING ENTITIES acknowledges that the success of the SANE program in Santa Cruz County is directly related to the participation of each of the CONTRIBUTING ENTITIES in the funding of the program through this

agreement.

NOW THEREFORE, the CONTRIBUTING ENTITY in consideration of the covenants, conditions, stipulations, and terms hereinafter expressed, agree as follows:

1. The CONTRIBUTING ENTITY shall contribute to the funding of the SANE program under the coordination and administration of the Santa Cruz County Sheriff-Coroner's Department.
2. This agreement shall commence when executed and shall continue in full force until terminated by any the CONTRIBUTING ENTITY upon thirty (30) days notice in writing to COUNTY.
3. The CONTRIBUTING ENTITY shall contribute funds for the fiscal year July 1, 2000 to June 30, 2001, in the amount of \$19,200.
4. For fiscal years following the fiscal year 2000-2001, each one of the CONTRIBUTING ENTITIES' contribution level shall be adjusted to reflect any increase or decrease in the operation of the SANE program. Increases or decreases in funding level shall be approved by the Santa Cruz County Board of Supervisors. Notice of an increase or decrease in contribution levels shall be given to the CONTRIBUTING ENTITY no later than 45 days prior to the end of the then current fiscal year. Each CONTRIBUTING ENTITIES' contribution level shall be made based on the entities' share of population when compared to its total County population, for the City of Watsonville the share of population is 15%.
5. Contributions shall be made to the Santa Cruz County Auditor-Controller on or before August 31, of each fiscal year.
6. The Santa Cruz County Auditor-Controller shall annually, or as deemed necessary, audit the operation of the SANE program. These audit results shall be made available to the CONTRIBUTING ENTITY.
7. The Santa Cruz County Sheriff-Coroner's Department shall maintain all financial records of the SANE program for a period of at least five years following the end of the fiscal year for which the records pertain. The CONTRIBUTING ENTITY shall have the right to inspect these records at any time upon reasonable notice.
8. If the CONTRIBUTING ENTITY elects to terminate its participation in this funding agreement and cease contributions to the SANE program, it must

do so by giving each other of the CONTRIBUTING ENTITIES written notice of intent to terminate participation no less than 30 days prior to the end of the then current fiscal year. Such notice of intent to terminate their participation shall not be effective until the end of the then current fiscal year. In the event that one of the CONTRIBUTING ENTITIES elects to terminate its participation pursuant to this paragraph, all of the remaining CONTRIBUTING ENTITIES, shall have the opportunity to terminate its participation or to continue participation with adjustments in the contribution levels necessary to fund the SANE program for the subsequent fiscal year. The CONTRIBUTION ENTITY shall exercise good faith in resolving any disputes over the funding level of the SANE program or any proposed increase in the contributions.

9. The CONTRIBUTING ENTITY shall **indemnify** and hold one another, their officers, agents and employees harmless from and against any claims, losses, liabilities, damages, demands and actions (all collectively referred to as “liability” herein) arising out of each parties’ respective performance of this agreement, but only in proportion to and to the extent such liability is caused by or results from the negligent or intentional act or omission of the indemnifying party, its officers, agents or employees.
10. This agreement supersedes any and all other agreements, whether oral or written, between the parties with respect to the subject matter of this agreement, and no other agreement, statement, or promise relating to the subject matter of the agreement which is not contained herein shall be valid or binding.
11. The parties to this agreement may alter, amend, or modify this Agreement at any time. However, no alteration, amendment or modification of the terms of this Agreement shall be valid unless executed by written amendment hereto and approved by each of the parties.

EXECUTION

This agreement shall be deemed duly executed and binding upon execution by the parties below.

Executed on _____

County of Santa Cruz

BY _____
Authorized Agent

Executed on 8/15/00

City of Watsonville

By *[Signature]*
Authorized Agent

Approved as to form:

[Signature]
Asst. County Counsel 7/11/00

ATTEST:

Approved by: "

[Signature] 7-13-2000
Risk Manager

[Signature]
CITY CLERK

cc: Auditor
Sheriff-Coroner
Contractor

APPROVED AS TO FORM

[Signature]
WATSONVILLE CITY ATTORNEY

DATED: 8/14/00

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

0151

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

FROM: Sheriff-Coroner

W. M. [Signature] (Signature) 7-28-00 (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 Sheriff-Coroner (Agency)
and, University of California at Santa Cruz P.D., 1156 Eigh St, Santa Cruz, CA 95064 (Name & Address)
2. The agreement will provide funding for the Sexual Assault Nurse Examiners Program.
3. The agreement is needed to provide funding for U.C.S.C. sexual assault examination services
provided by the County.
4. Period of the ogreement is from 7/1/00 to 6/30/01
5. Anticipated ^{revenue} cost is \$ \$3,000 (Fixed amount; Monthly rate; Not to exceed)
6. Remarks: Revenue agreement.
7. Appropriations are budgeted in 661400 (Index#) 2372 (Subobject)

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

Appropriations are available and have been encumbered.
N/A

Contract No. R 733 Date 7/27/00

GARY A. KNUTSON, Auditor - Controller

By [Signature] Deputy.

Propose I reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the
Sheriff to execute the same on behalf of the County
(Agency).

Remarks:

(Analyst)

County Administrative Officer
By [Signature] Date 9/11/00

Agreement approved as to form. Date _____

Distribution:

Bd. of Supv. - White
Auditor-Controller - Blue
County Counsel - Green
Co. Admin. Officer - Canary
Auditor-Controller - Pink
Orig noting 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 entered
in the minutes of said Board on _____

By _____ Deputy Clerk

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SEXUAL ASSAULT NURSE EXAMINER'S PROGRAM REVENUE CONTRIBUTION AGREEMENT

THIS AGREEMENT IS MADE BY AND BETWEEN THE COUNTY OF SANTA CRUZ AND UNIVERSITY OF CALIFORNIA AT SANTA CRUZ, HEREIN REFERRED TO AS "CONTRIBUTING ENTITY", AND IS MADE WITH REFERENCE TO THE FOLLOWING RECITALS.

WHEREAS the law enforcement agencies in Santa Cruz County have a responsibility to assure that sexual assault evidence is gathered according to established medical and legal standards and,

WHEREAS the CITY OF SANTA CRUZ, CITY OF WATSONVILLE, CITY OF SCOTTS VALLEY, CITY OF CAPITOLA AND UNIVERSITY OF CALIFORNIA AT SANTA CRUZ (CONTRIBUTING ENTITIES) agree that the best results for examinations of sexual assault victims are achieved through cooperative efforts and,

WHEREAS the CONTRIBUTING ENTITIES are part of a multi-jurisdictional cooperative effort involving local area hospitals and local law enforcement agencies concerned with assisting victims of sexual assault and,

WHEREAS the CONTRIBUTING ENTITIES desire to ensure the continuation of an organized, effective team response to cases of adult and child sexual assault in Santa Cruz County through the continuity of the Sexual Assault Nurse Examiner (SANE) program, and

WHEREAS, the CONTRIBUTING ENTITIES have supported the SANE program during its administration under the auspices of the Santa Cruz County Criminal Justice Commission, and

WHEREAS, the program administration of the SANE program has been transferred to the County of Santa Cruz, Sheriff-Coroner's Department, with the approval of the Criminal Justice Commission and the Board of Supervisors, effective with the fiscal year 2000-2001, and

WHEREAS, each of the CONTRIBUTING ENTITIES acknowledges that the success of the SANE program in Santa Cruz County is directly related to the participation of each

of the CONTRIBUTING ENTITIES in the funding of the program through this agreement.

NOW THEREFORE, the CONTRIBUTING ENTITY in consideration of the covenants, conditions, stipulations, and terms hereinafter expressed, agree as follows:

1. The CONTRIBUTING ENTITY shall contribute to the funding of the SANE program under the coordination and administration of the Santa Cruz County Sheriff-Coroner's Department.
2. This agreement shall commence when executed and shall continue in full force until terminated by any the CONTRIBUTING ENTITY upon thirty (30) days notice in writing to COUNTY.
3. The CONTRIBUTING ENTITY shall contribute funds for the fiscal year July 1, 2000 to June 30, 2001.
4. For fiscal years following the fiscal year 2000-2001, each one of the CONTRIBUTING ENTITIES' contribution level shall be adjusted to reflect any increase or decrease in the operation of the SANE program. Increases or decreases in funding level shall be approved by the Santa Cruz County Board of Supervisors. Notice of an increase or decrease in contribution levels shall be given to the CONTRIBUTING ENTITY no later than 45 days prior to the end of the then current fiscal year. The amount of contribution for fiscal year 2000/01 from the University of California at Santa Cruz will be \$3,000.
5. Contributions shall be made to the Santa Cruz County Auditor-Controller on or before August 31, of each fiscal year.
6. The Santa Cruz County Auditor-Controller shall annually, or as deemed necessary, audit the operation of the SANE program. These audit results shall be made available to the CONTRIBUTING ENTITY.
7. The Santa Cruz County Sheriff-Coroner's Department shall maintain all financial records of the SANE program for a period of at least five years following the end of the fiscal year for which the records pertain. The CONTRIBUTING ENTITY shall have the right to inspect these records at any time upon reasonable notice.
8. If the CONTRIBUTING ENTITY elects to terminate its participation in this funding agreement and cease contributions to the SANE program, it must do so by giving each other of the CONTRIBUTING ENTITIES written notice

of intent to terminate participation no less than 30 days prior to the end of the then current fiscal year. Such notice of intent to terminate their participation shall not be effective until the end of the then current fiscal year. In the event that one of the CONTRIBUTING ENTITIES elects to terminate its participation pursuant to this paragraph, all of the remaining CONTRIBUTING ENTITIES, shall have the opportunity to terminate its participation or to continue participation with adjustments in the contribution levels necessary to fund the SANE program for the subsequent fiscal year. The CONTRIBUTION ENTITY shall exercise good faith in resolving any disputes over the funding level of the SANE program or any proposed increase in the contributions.

9. The CONTRIBUTING ENTITY shall indemnify and hold one another, their officers, agents and employees harmless from and against any claims, losses, liabilities, damages, demands and actions (all collectively referred to as "liability" herein) arising out of each parties' respective performance of this agreement, but only in proportion to and to the extent such liability is caused by or results from the negligent or intentional act or omission of the indemnifying party, its officers, agents or employees.
10. This agreement supersedes any and all other agreements, whether oral or written, between the parties with respect to the subject matter of this agreement, and no other agreement, statement, or promise relating to the subject matter of the agreement which is not contained herein shall be valid or binding.
11. The parties to this agreement may alter, amend, or modify this Agreement at any time. However, no alteration, amendment or modification of the terms of this Agreement shall be valid unless executed by written amendment hereto and approved by each of the parties.

EXECUTION

This agreement shall be deemed duly executed and binding upon execution by the parties below.

Executed on _____

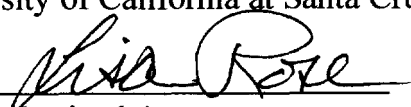
County of Santa Cruz

By _____

Authorized Agent

Executed on 7/21/00

University of California at Santa Cruz

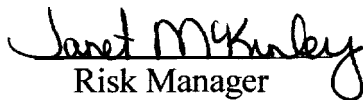
By 

Authorized Agent

Approved as to form:


Asst. County Counsel 7/11/00

Approved by:

 7-13-2000
Risk Manager

cc: Auditor
Sheriff-Coroner
Contractor