



# County of Santa Cruz 0117

## BOARD OF SUPERVISORS

701 OCEAN STREET, SUITE 500, SANTA CRUZ, CA 95060-4069

(831) 454-2200 FAX: (831) 454-3262 TDD: (831) 464-2123

JANET K. BEAUTZ  
FIRST DISTRICT

WALTER J. SYMONS  
SECOND DISTRICT

MARDI WORMHOUDT  
THIRD DISTRICT

TONY CAMPOS  
FOURTH DISTRICT

JEFF ALMQUIST  
FIFTH DISTRICT

AGENDA: 12/12/00

December 1, 2000

BOARD OF SUPERVISORS  
County of Santa Cruz  
701 Ocean Street, Room 500  
Santa Cruz, CA 95060

RE: SHERIFF'S ACTIVITY LEAGUE GRANT  
FOR THE PURCHASE OF VANS

Dear Members of the Board:

On November 7, 2000, our Board approved the submittal of a grant application to the State Department of Parks and Recreation to fund the purchase of two fifteen passenger vans to be used to provide adequate transportation for at-risk youths to participate in planned trips and sports activities sponsored by the Sheriff's Activity League (SAL). The Sheriff's Department has been notified that the application has received approval from the State and funding has been made available in the not-to-exceed amount of \$68,950. The operating costs for the vans will be billed to services and supplies for the remainder of this fiscal year. This letter is intended to provide the Board with background information of the program activities, implement the grant award to purchase the vans, and assign these vans to Fleet Services for use by the Santa Cruz County Sheriff's Activity League.

As you may be aware, the Sheriff's Activity League (SAL) was created to promote a constructive relationship between law enforcement, young people and the members of their community. The Sheriff's Activity League cultivates a pro-active environment where law enforcement officers and volunteers work together to provide positive role models. SAL programs are designed to develop activities which act as deterrents to delinquent behavior among young people. To achieve these goals, SAL initiates and sponsors amateur athletic and non-athletic programs.

The SAL Program currently has 127 participants. This last summer SAL offered a "Junior Giants" Baseball program sponsored by the San Francisco Giants Community Fund. The sponsorship included:


equipment, uniforms, and Giants baseball tickets. SAL has also sponsored a "SuperKid Triathlon" and is in the process of assisting with local soccer programs, softball and basketball tournaments, a trip to Sacramento, and bringing activities to our migrant labor camps. The SAL Board of Directors consists of the following members: Supervisor Tony Campos; Sheriff Mark Tracy; Clark Beattie, County Parks and Recreation; Fred Castillo, Shotokan Karate Club; Ferd Tihista, Martial Arts Instructor; Sgt. Jeff Marsh and Director Deputy Amy Christey.

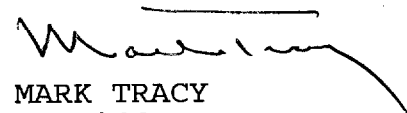
As the program has expanded, one of the biggest obstacles has been the issue of transporting youth from various areas of the county to participate in SAL-sponsored activities. By purchasing two fifteen passenger vans, the SAL program will be able to provide those activities to the entire youth population in our community.

It is therefore recommended that the Board take the following actions:

1. Approve the grant contract document from the State Department of Parks and Recreation and authorize the Sheriff to sign;
2. Approve the purchase of two fifteen passenger vans and assign these vans to Fleet Services for use by the Santa Cruz County Sheriff's Activity League; and
3. Adopt the attached resolutions accepting unanticipated revenue in the not-to-exceed amount of \$68,950.

Sincerely,

  
TONY CAMPOS, Supervisor  
Fourth District

  
MARK TRACY  
Sheriff-Coroner

TC/MT:ted  
Attachments

cc: General Services

2303A4

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

0119

Resolution No. \_\_\_\_\_

On the motion of Supervisor \_\_\_\_\_  
duly seconded by Supervisor \_\_\_\_\_  
The following resolution is adopted:

RESOLUTION ACCEPTING UNANTICIPATED REVENUE

WHEREAS, the County of Santa Cruz is recipient of funds from the State of California Department of Parks and Recreation for the Santa Cruz County Sheriffs Activity League; and

WHEREAS, the County is recipient of funds in the not-to-exceed amount of \$68,950 which are either in excess of those anticipated or are not specifically set forth in the current fiscal year budget of the County; and

WHEREAS, pursuant to Government Code Section 29130(c)/29064(b), such funds may be made available for specific appropriation by four-fifths vote of the Board of Supervisors;

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the Santa Cruz County Auditor-Controller accept funds in the amount of \$68,950 into the Sheriff-Coroner Department.

<u>TIC</u>	<u>Index Number</u>	<u>Revenue Subobject Number</u>	<u>Account Name</u>	<u>Amount</u>
001	661800	2384	Other revenue	\$68,950

and that such funds be and are hereby appropriated as follows:

<u>TIC</u>	<u>Index Number</u>	<u>Appropriation Subobject Number</u>	<u>Account</u>	<u>Amount</u>
021	661800	6100	Operating Transfers Out	\$68,950

DEPARTMENT HEAD I hereby certify that the fiscal provisions have been researched and that the Revenue(s) will be received within the current fiscal year.

By *Maria ...*  
Department Head

Date 12-1-00



COUNTY ADMINISTRATIVE OFFICER

Recommended to Board

Not Recommended to Board

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Cruz, State of California, this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ by the following vote (requires four-fifths vote for approval):

AYES: SUPERVISORS

NOES: SUPERVISORS

ABSENT: SUPERVISORS

\_\_\_\_\_  
Chairperson of the Board

ATTEST:

\_\_\_\_\_  
Clerk of the Board

APPROVED AS TO FORM:

*Nancy A. Oberhelman*  
County Counsel 12/4/00

#661800  
APPROVED AS TO ACCOUNTING  
DETAIL

*P. S. Baugh* 12-1-00  
Auditor-Controller

Distribution:  
Auditor-Controller  
County Counsel  
CAO  
Originating Department  
County Counsel

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

0121

Resolution No. \_\_\_\_\_

On the motion of Supervisor \_\_\_\_\_  
duly seconded by Supervisor \_\_\_\_\_  
The following resolution is adopted:

RESOLUTION ACCEPTING UNANTICIPATED REVENUE

WHEREAS, the County of Santa Cruz is recipient of funds from the Sheriffs Department; and

WHEREAS, the County is recipient of funds in the not-to-exceed amount of \$68,950 which are either in excess of those anticipated or are not specifically set forth in the current fiscal year budget of the County; and

WHEREAS, pursuant to Government Code Section 29130(c)/29064(b), such funds may be made available for specific appropriation by four-fifths vote of the Board of Supervisors;

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the Santa Cruz County Auditor-Controller accept funds in the amount of \$68,950 into the General Services - Fleet Division.

<u>TIC</u>	<u>Index Number</u>	<u>Revenue Subobject Number</u>	<u>Account Name</u>	<u>Amount</u>
001	333510	Operating Transfer In	2462	\$68,950

and that such funds be and are hereby appropriated as follows:

<u>T/C</u>	<u>Index Number</u>	<u>Appropriation Subobject Number</u>	<u>Account Name</u>	<u>Amount</u>
021	333510	Mobile Equipment	8409	\$68,950

DEPARTMENT HEAD I hereby certify that the fiscal provisions have been researched and that the Revenue(s) will be received within the current fiscal year.

By   
Department Head

Date 12-1-00

COUNTY ADMINISTRATIVE OFFICER

/  / Recommended to Board

/  / Not Recommended to Board

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Cruz, State of California, this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ by the following vote (requires four-fifths vote for approval):

AYES: SUPERVISORS

NOES: SUPERVISORS

ABSENT: SUPERVISORS

\_\_\_\_\_  
Chairperson of the Board

ATTEST:

\_\_\_\_\_  
Clerk of the Board

APPROVED AS TO FORM:

Henry A. Oberhelman III  
County Counsel 2/4/00

#333510  
APPROVED AS TO ACCOUNTING  
DETAIL

P. Silbaugh - 121-00  
Auditor-Controller

- Distribution:
- Auditor-Controller
- County Counsel
- CAO
- Originating Department
- County Counsel

State of California The Resources Agency  
 Department of Parks and Recreation  
 Grant Contract  
 General Fund

0123

GRANTEE Santa Cruz County Sheriff's Activity League

PROJECT TITLE PURCHASE VANS

PROJECT NUMBER GF-44-004

Funds available from July 01, 2000 thru June 30, 2005

Under the terms and conditions of this agreement, the applicant agrees to complete the project as described in the project description, and the State of California, acting through its Director of Parks and Recreation pursuant to the program named above, agrees to fund the project up to the total grant amount indicated.

PROJECT DESCRIPTION:

**PURCHASE VANS USED TO TRANSPORT YOUTH TO AND FROM SPORTS ACTIVITIES.**

Total State Grant not to exceed \$68,950.00

Santa Cruz County Sheriff's Activity League  
 Applicant

The General Provisions attached are made a part of and incorporated into the Contract.

By \_\_\_\_\_  
 Signature of Authorized Representative

Title Sheriff

Date \_\_\_\_\_

STATE OF CALIFORNIA  
 DEPARTMENT OF PARKS AND RECREATION

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**CERTIFICATION OF FUNDING**

AMOUNT OF ESTIMATE \$68,950.00		CONTRACT NUMBER C5025179		PROJECT NO. GF-44-004		FUNI General Fund	
ADJ. INCREASING ENCUMBRANCE \$		APPROPRIATION					
ADJ. DECREASING ENCUMBRANCE \$		CALSTARS VENDOR NO. 1					
UNENCUMBERED BALANCE \$		LINE ITEM ALLOTMENT 3790-101-0001 (a)(195)		CHAPTER 52		STATUTE 00	
						FISCAL YEAR 00/01	
T.B.A. NO.	B.R. NO.	INDEX. 1091	OBJ. EXPEND 702	PCA. 60013	PROJECT / WORK PHASE.		
I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.					T.B.A. NO.	B.R. NO.	
SIGNATURE OF ACCOUNTING OFFICER _____					DATE _____		

**Project Contract  
Special Provisions**

**General Provisions**

A. Definitions

1. The term "State" and used herein means the California State Department of Parks and Recreation.
2. The term "Act" as used herein means the Appropriation for the Program.
3. The term "Project" as used herein means the Project described on page 1 of this contract,
4. The term "Grantee" as used herein means the party described as the Grantee on page 1 of this Contract.
5. The term "Application" as used herein means the individual Application and its required attachments for grants pursuant to the enabling legislation and/or program.

B. Project Execution

1. Subject to the availability of grant moneys in the Act, the State hereby grants to the Grantee a sum of money (grant moneys) not to exceed the amount stated on page 1 in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the Description of Project on page 1 and under the terms and conditions set forth in this Contract.  
  
Grantee shall assume any obligation to furnish any additional funds that may be necessary to complete the Project. Any modification or alteration in the Project as set forth in the Application on file with the State must be submitted to the State for approval.
2. Grantee shall complete the Project in accordance with the time of Project Performance set forth on page 1, and under the terms and conditions of this Contract.
3. Grantee shall comply as lead agency with the California Environmental Quality Act (Public Resources Code, Section 21000, et. seq.)
4. If the Project includes development, the Grantee shall comply with all applicable current laws and regulations effecting development projects, including, but not limited to, legal requirements for construction contracts, building codes health and safe codes, and disabled access laws.
5. Grantee shall permit periodic site visits by the State to determine if development work is in accordance with the approved Project Scope including a final inspection upon Project completion.
6. Grantee shall submit any significant deviation from the original Project Scope to the State for prior approval.
7. If the Project includes acquisition of real property, the Grantee shall comply with all applicable state and local laws or ordinances effecting relocation and real property acquisition.





8. Grantee shall provide for public access in accordance with the intent and provisions of the enabling legislation and/or program.

C. Project Costs

The Grant moneys to be provided Grantee under this Contract may be disbursed as follows:

1. If the Project includes acquisition of real property, the State may disburse to Grantee the grant moneys as follows, but not to exceed in any event the State grant amount set forth on page 1 of this Contract:
  - a. When acquisition is through negotiated purchase, State may disburse the amount of the State approved purchase price togetherwith State approved costs'of acquisition when an escrow is opened.
  - b. When acquisition is allowed pursuant to proceedings in eminent domain, State may disburse the amount of the total award as provided for in the final order of condemnation together with State approved costs of acquisition.
  - c. In the event Grantee abandons such eminent domain proceedings, Grantee shall bear all costs in connection therewith and that no grant moneys shall be disbursed for such costs.
2. If the Project includes development, the State may disburse to Grantee the grant moneys as follows, but not to exceed in any event the State grant amount set forth of page 1 of this Contract:
  - a. Up to ten percent of the total grant for preliminary costs.
  - b. On proof of award of a construction contract or commencement of construction by force account, up to ninety percent of the total grant, or the actual cost, whichever is less.
  - c. Remaining grant funds shall be paid up to the amount of the Grant or the actual Project cost, whichever is less, on completion of the Project and receipt of a detailed summary of Project costs from the Grantee.

D. Project Administration

1. Grantee shall promptly submit such reports as the State may request. In any event Grantee shall provide State a report showing total final Project expenditures.
2. Grantee shall make property and facilities acquired or developed pursuant to this Contract available for inspection upon request by the State.
3. Grantee shall use any moneys advanced by the State under the terms of this Contract solely for the Project herein described.
4. If grant moneys are advanced, the Grantee shall place moneys in a separate interest bearing account, setting up and identifying such account prior to the advance, interest earned on grant moneys shall be used on the Project or paid to the State. If grant moneys are advanced and not expended, the unused portion of the Grant shall be returned to the State within 60 days of completion of the Project or end of the Project Performance Period, whichever is earlier.
5. Grantee shall use income earned by the Grantee from use of the Project to further Project purposes, or, if approved by the State, for related purposes within the Grantee's jurisdiction.

E. Project Termination

1. Grantee may unilaterally rescind this Contract at any time prior to the commencement of the Project. After Project commencement this Contract may be rescinded, modified or amended by mutual agreement in writing.
2. Failure by-the Grantee to comply with the terms of this Contract may be cause for suspension of all obligations of the State hereunder.
3. Failure of the Grantee to comply with the terms of this Contract shall not be cause for the suspension of all obligations of the State hereunder if in the judgment of the State such failure was due to no fault of the Grantee. In such case, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Contract.
4. Because the benefit to be derived by the State, from the full compliance by the Grantee with the terms of this Contract, is the preservation, protection and net increase in the quantity and quality of parks, public recreation facilities and/or historical resources available to the people of the State of California and because such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State by way of grant moneys under the provisions of this agreement, the Grantee agrees that payment by the Grantee to the State of an amount equal to the amount of the grant moneys disbursed under this Contract by the State would be inadequate compensation to the

State for any breach by the Grantee of this Contract. The Grantee further agrees therefore, that the appropriate remedy in the event of a breach by the Grantee of this Contract shall be the specific performance of this Contract, unless otherwise agreed to by the State.

5. Grantee and State agree that if the Project includes development, final payment may not be made until the Project conforms substantially to this Contract.

F. Hold Harmless

1. Grantee shall waive all claims and recourse against the State including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this Contract except claims arising from the concurrent or sole negligence of State, its officers, agents, and employees.
2. Grantee shall indemnify, hold harmless and defend State, its officers, agents and employees against any and all claims demands, damages, costs, expenses or liability costs arising out of the acquisition, development, construction, operation or maintenance of the property described as the Project which claims, demands or causes of action arise under Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of State, its officers, agents, or employees.
3. Grantee agrees that in the event State is named as codefendant under the provisions of Government Code Section 895 et seq., the Grantee shall notify State of such fact and shall represent State in the legal action unless State undertakes to represent itself as codefendant in such legal action in which event State shall bear its own litigation costs, expenses, and attorney's fees.
4. Grantee and State agree that in the event of judgment entered against the State and Grantee because of the concurrent negligence of the State and Grantee, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.
5. Grantee shall indemnify, hold harmless and defend the State, its officers, agents and employees against any and all claims, demands, costs, expenses or liability costs arising out of legal actions pursuant to items to which the Grantee has certified. Grantee acknowledges that it is solely responsible for compliance with items to which it has certified.

G. Financial Records

1. Grantee shall maintain satisfactory financial accounts, documents and records for the Project and to make them available to the state for auditing at reasonable times. Grantee also agrees to retain such financial accounts, documents and records for three years following Project termination or completion.

Grantee and State agree that during regular office hours each of the parties hereto and their duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the other party pertaining to this Contract or matters related thereto. Grantee shall maintain and make available for inspection by the State accurate records of all of its costs, disbursements and receipts with respect to its activities under this Contract

2. Applicant shall use a generally accepted accounting system.

H. Use of Facilities

1. Grantee agrees that the Grantee shall use the property acquired or developed with grant moneys under this Contract only for the purposes for which the State grant moneys were requested and no other use of the area shall be permitted except by specific act of the Legislature.
2. The Grantee shall maintain and operate the property acquired or developed for a period commensurate with the type of Project and the proportion of State Grant funds and local funds allocated to the capital costs of the Project.

Nondiscrimination

1. The Grantee shall not discriminate against any person on the basis of sex, race, color, national origin, age, religion, ancestry, or physical handicap in the use of any property or facility acquired or developed pursuant to this Contract.
2. The Grantee shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of resident and pursuant to law.
3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this Contract or under provisions of the enabling legislation and/or program.

J. Application Incorporation

The Application and any subsequent change or addition approved by the State is hereby incorporated in this Contract as though set forth in full in this Contract.

K. Severability

If any provision of this Contract or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of the Contract which can be given effect without the invalid provision or application, and to this end the provisions of this Contract are severable.

STATE OF CALIFORNIA

PAYEE DATA RECORD

Required in lieu of IRS W-9 when doing business with the State of California)

TD 204 (REV 2-99) (CA 51 PKS, EXCEL 03/99)

NOTE: Governmental entities, federal, state, and local (including public school districts) are not required to submit this form.

SECTION 1 must be completed by the requesting state agency before forwarding to the payee

1 PLEASE RETURN TO:	DEPARTMENT/OFFICE Santa Cruz County Sheriff's Office	PURPOSE: Information contained in this form will be used by state agencies to prepare information Returns (Form 1099) and for withholding on payments to nonresident payees. Prompt return of this fully completed form will prevent delays when processing payments.  (See Privacy Statement on reverse)
	STREET ADDRESS 701 Ocean Street, Rm 340	
	CITY, STATE, ZIP CODE Santa Cruz, CA 95060	
	TELEPHONE NUMBER (831) 763-4702	

2	PAYEE'S BUSINESS NAME Santa Cruz County Sheriff's Activity League SOLE PROPRIETOR—ENTER OWNERS FULL NAME HERE (Last, First, M.I.)
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MAILING ADDRESS (Number and Street or P.O. Box Number) 701 Ocean Street, Rm 340 (City, State, and Zip Code) Santa Cruz, CA 95060
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3	CHECK ONE BOX ONLY  <input type="checkbox"/> MEDICAL CORPORATION (including dentistry, podiatry, psychotherapy, optometry, chiropractic, etc.) <input checked="" type="checkbox"/> EXEMPT CORPORATION (Nonprofit) <input type="checkbox"/> ALL OTHER CORPORATIONS <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> ESTATE OR TRUST <input type="checkbox"/> INDIVIDUAL/SOLE PROPRIETOR	NOTE: State and local governmental entities, including school districts are not required to submit this form.
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4	SOCIAL SECURITY NUMBER REQUIRED FOR INDIVIDUAL/SOLE PROPRIETOR BY AUTHORITY OF ME REVENUE AND TAXATION CODE SECTION 18646 (See reverse)	NOTE: Payment will not be processed without an accompanying taxpayer I.D. number.
	FEDERAL EMPLOYERS IDENTIFICATION NUMBER (FEIN) <u>1311-1710181086</u> IF PAYEE ENTITY TYPE IS A CORPORATION, PARTNERSHIP, ESTATE OR TRUST, ENTER FEIN.	

5	CHECK APPROPRIATE BOX(ES) <input checked="" type="checkbox"/> California R&Dent - Qualified to do business in CA or a permanent place of business in CA <input type="checkbox"/> Nonresident (See Reverse) Payments to nonresidents for services may be subject to state withholding <input type="checkbox"/> WAIVER OF STATE WITHHOLDING FROM FRANCHISE TAX BOARD ATTACHED <input type="checkbox"/> SERVICES PERFORMED OUTSIDE OF CALIFORNIA	NOTE: a. An estate is a resident if decedent was a California resident at time of death. b. A trust is a resident if at least one trustee is a California resident. (See reverse)
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I hereby certify under penalty of perjury that the information provided on this document is true and correct. If my residency status should change, I will promptly inform you.

6	AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print) Mark Tracy	TITLE Sheriff-Coroner
	SIGNATURE	DATE 11/27/00