

**COUNTY OF SAN LUIS OBISPO BOARD OF SUPERVISORS  
AGENDA ITEM TRANSMITTAL**

(1) DEPARTMENT Probation Department		(2) MEETING DATE February 28, 2006		(3) CONTACT/PHONE Kim Barrett (805) 781-1039	
(4) SUBJECT Request to adopt a resolution authorizing the Chief Probation Officer to sign a renewal contract with the California Youth Authority for emergency housing services for juveniles.					
(5) SUMMARY OF REQUEST The County has need on occasion to house juveniles at the California Youth Authority. This contract allows for juveniles to be housed at CYA and the County to reimburse the State for the cost of these services. This provides for the temporary detention of minors. The cost of this contract shall not exceed \$120,000 for the fiscal year 2005/06.					
(6) RECOMMENDED ACTION It is recommended that the Board adopt the resolution authorizing the Chief Probation Officer to sign the renewal contract with California Youth Authority.					
(7) FUNDING SOURCE(S) Probation Department budget		(8) CURRENT YEAR COST \$120,000	(9) ANNUAL COST \$120,000	(10) BUDGETED? <input checked="" type="checkbox"/> YES <input type="checkbox"/> N/A <input type="checkbox"/> NO	
(11) OTHER AGENCY/ADVISORY GROUP INVOLVEMENT (LIST): Superior Court, County Counsel					
(12) WILL REQUEST REQUIRE ADDITIONAL STAFF? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, How Many? _____ <input type="checkbox"/> Permanent _____ <input type="checkbox"/> Limited Term _____ <input type="checkbox"/> Contract _____ <input type="checkbox"/> Temporary Help _____					
(13) ADMINISTRATIVE OFFICE REVIEW					
(14) SUPERVISOR DISTRICT(S) 1st, 2nd, 3rd, 4th, 5th, (All)			(15) LOCATION MAP <input type="checkbox"/> Attached <input checked="" type="checkbox"/> N/A		
(16) AGENDA PLACEMENT <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Hearing (Time Est. _____) <input type="checkbox"/> Presentation <input type="checkbox"/> Board Business (Time Est. _____)			(17) EXECUTED DOCUMENTS <input checked="" type="checkbox"/> Resolutions (Orig + 4 copies) <input checked="" type="checkbox"/> Contracts (Orig + 4 copies) <input type="checkbox"/> Ordinances (Orig + 4 copies) <input type="checkbox"/> N/A		
(18) NEED EXTRA EXECUTED COPIES? <input type="checkbox"/> Number: _____ <input type="checkbox"/> Attached <input checked="" type="checkbox"/> N/A			(19) APPROPRIATION TRANSFER REQUIRED? <input type="checkbox"/> Submitted <input type="checkbox"/> 4/5th's Vote Required <input checked="" type="checkbox"/> N/A		

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(2-28-06)

# PROBATION DEPARTMENT

*"Protection, Service & Accountability"*

San Luis Obispo County Government Center

2176 Johnson Ave., (805) 781-5300 (Main) ~ 1065 Kansas Ave., (805) 781-5352 (Juvenile Hall)



**TO: THE HONORABLE BOARD OF SUPERVISORS**

**FROM: KIM BARRETT, CHIEF PROBATION OFFICER**

**BY: JAMES SALIO, DIVISION MANAGER**

**DATE: FEBRUARY 28, 2006**

**SUBJECT: REQUEST TO ADOPT A RESOLUTION AUTHORIZING THE CHIEF PROBATION OFFICER TO SIGN A RENEWAL CONTRACT FOR JUVENILE EMERGENCY HOUSING SERVICES WITH THE CALIFORNIA YOUTH AUTHORITY**

## **Recommendation**

It is recommended the Board adopt the attached resolution authorizing the Chief Probation Officer to sign a renewal contract with the California Youth Authority for Juvenile Emergency Housing Services.

## **Discussion**

The California Youth Authority offers clinical observation and diagnostic services to Juvenile and Superior Courts. In complex cases, these services, reports and recommendations can be used by the Courts to help determine the most appropriate sentencing disposition. The average length of commitment is ninety (90) days; and at a cost of \$5,315 per case per month, the maximum amount of this contract will pay for two juveniles. The agreement does not obligate the County, but merely authorizes the Courts to utilize the diagnostic services when so desired by the Courts. Pursuant to Welfare and Institutions Code 1752.1, the County shall reimburse the State for the cost of such services; such cost to be determined by the Director of the Youth Authority. The Courts are an agency of the State.

## **Other Agency Involvement**

County Counsel has reviewed and approved the attached contract and resolution for form and legal affect.

## **Financial Considerations**

The funds for these services are budgeted at \$120,000, which is in Account 5050340 in the Probation Department's fiscal year 2005/2006 adopted budget. Over the past three years, referrals from the Court have averaged two to four cases per year. In fiscal year

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2004/05 there were no referrals from the Court, and consequently no cost. The cost for fiscal year 2005/06 is not to exceed \$5,850 per month per case.

**Results**

To provide for emergency housing for juvenile as requested by the Court pursuant to Welfare and Institutions Code 1752.15. This also provides for the temporary detention of minors when existing juvenile detention facilities may be rendered unsafe or inadequate or when the continued presence of the minor in the county juvenile facility poses a significant risk of violence.

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**IN THE BOARD OF SUPERVISORS  
COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA**

\_\_\_\_\_ day of \_\_\_\_\_, 2006

**PRESENT:** Supervisors

**ABSENT:**

**RESOLUTION NO.** \_\_\_\_\_

**RESOLUTION APPROVING A CONTRACT WITH THE CALIFORNIA YOUTH  
AUTHORITY FOR EMERGENCY HOUSING OF JUVENILES WITH THE  
CALIFORNIA YOUTH AUTHORITY**

The following resolution is now offered and read:

**WHEREAS**, Section 1752.15 of the California Welfare and Institutions Code authorizes the temporary detention of minors, who are in the custody of the Probation Department, in the California Youth Authority; and,

**WHEREAS**, the temporary detention of such minors is permitted when existing juvenile facilities are rendered unsafe or inadequate or when the continued presence of the minor in the county juvenile facility poses a significant risk of escape or violence;

**WHEREAS**, the Department of the Youth Authority is authorized to furnish temporary detention facilities and necessary services incident thereto, upon request of the Board of Supervisors, and pursuant to an agreement between the Department of the Youth Authority and the County;

**WHEREAS**, the County of San Luis Obispo periodically needs to utilize the temporary detention facilities and incidental services provided by the Department of the Youth Authority;

**WHEREAS**, the County desires to enter into a contract with the State for such services.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors of the County of San Luis Obispo, State of California, as follows:

1. The recitals set forth hereinabove are true, correct and valid
2. That the Chief Probation Officer is authorized and directed to execute the agreement with the Department of the Youth Authority to furnish temporary detention facilities and necessary services incidental thereto.

Upon motion of Supervisor \_\_\_\_\_, seconded by

Supervisor \_\_\_\_\_, and on the following roll call vote, to wit:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAINING:**

The foregoing Resolution is hereby adopted.

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**RESOLUTION APPROVING A CONTRACT WITH THE CALIFORNIA YOUTH  
AUTHORITY FOR EMERGENCY HOUSING OF JUVENILES WITH THE  
CALIFORNIA YOUTH AUTHORITY**

\_\_\_\_\_  
Chairperson of the Board of Supervisors  
County of San Luis Obispo  
State of California

**APPROVED AS TO FORM AND LEGAL EFFECT:**  
JAMES B. LINDHOLM, Jr.  
County Counsel

By:   
Deputy County Counsel

Dated: 1/30/06

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AGREEMENT NUMBER C05.210
REGISTRATION NUMBER N/A

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

California Department of Corrections and Rehabilitation (CDCR)

CONTRACTOR'S NAME

County of San Luis Obispo

2. The term of this Agreement is: July 1, 2005 through June 30, 2006

3. The maximum amount of this Agreement is: \$ 120,000.00

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

- |  |        |
|--|--------|
| <b>Exhibit A</b> - Scope of Work   | 1 page |
| <b>Exhibit B</b> - Budget Detail and Payment Provisions                                    | 1 page |
| <b>Exhibit C*</b> - General Terms and Conditions:* <b>GTC 1005</b> Dated: <b>10/3/2005</b> |        |
| <b>Exhibit D</b> - Special Terms and Conditions  | 1 page |
| <b>Exhibit E</b> - Additional Provisions   | N/A    |

Items shown with an Asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto:  
 These documents can be viewed at <http://www.ols.dgs.ca.gov/Standard+Language>

**IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.**

**CONTRACTOR**

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)  
 County of San Luis Obispo

BY (Authorized Signature)

DATE SIGNED(Do not type)

*[Signature]*

PRINTED NAME AND TITLE OF PERSON SIGNING  
 Kim Barrett, Chief Probation Officer

ADDRESS  
 County Government Center  
 San Luis Obispo, CA 93408

**STATE OF CALIFORNIA**

AGENCY NAME  
 California Department of Corrections and Rehabilitation

BY (Authorized Signature)

DATE SIGNED(Do not type)

*[Signature]*

PRINTED NAME AND TITLE OF PERSON SIGNING  
 Karen V. Smith, Chief, Service Contracts Section

ADDRESS  
 1515 S Street, Room 410 South  
 Sacramento, CA 95814

California Department of General Services Use Only

Exempt per:

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EXHIBIT A

**SCOPE OF WORK**

1. CDCR agrees to provide services to COUNTY as described herein:  
 CDCR agrees to accept emergency custody of juvenile wards of the court from the County as outlined in Welfare and Institutions Code Section 1752.15.
2. The services shall be performed at  
 a CDCR institution upon acceptance by the Secretary of the CDCR.

3. The services shall be provided during  
 the effective term of this Agreement
4. The project representatives during the term of this agreement will be:

State Agency:		Contractor:	
CDCR		County of San Luis Obispo	
Name:	Rachel Rios or designee	Name:	Kim Barrett or designee
Phone:	916.262.0853	Phone:	805.781.5352
Fax:	916.262.1525	Fax:	805.781.1230
Email:	rrios@cya.ca.gov	Email:	

Direct all inquiries to:

State Agency:		Contractor:	
CDCR		County of San Luis Obispo	
Section/Unit:	I&C Emergency Housing	Section/Unit:	
Attention:	Tom Blay or designee	Attention:	Wendy White or designee
Address:	1515 S Street, Room 410 South	Address:	County Government Center
City, St., Zip:	Sacramento, CA 95814	City, St., Zip:	San Luis Obispo, CA 93408
Phone:	916.262.1521	Phone:	805.781.4074
Fax:	916.262.1525	Fax:	805.781.1231
Email:	tblay@cya.ca.gov	Email:	wwhite@co.slo.ca.us

5. Detailed description of work to be performed and duties of all parties.
  - A. CDCR agrees to accept emergency custody of juvenile wards of the court from the County, as outlined in Welfare and Institutions Code Section 1752.15.
  - B. Said juveniles shall be held at a CDCR institution upon acceptance by the Secretary of the CDCR. Such acceptance shall be made on a case-by-case basis. The County shall be notified by CDCR in writing of the decision to accept or reject each case. For accepted cases, the court shall transport said juvenile to the designated CDCR institution.
  - C. CDCR shall assume custody upon arrival at the institution and until release back into the custody of County. Such transfer shall be made upon receipt of an order from the County.
  - D. The County agrees to provide a minimum notice of 24 hours in advance of any transfer.
  - E. CDCR may terminate acceptance of any case upon 24 hours written notice to the County.

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EXHIBIT B

**BUDGET DETAIL AND PAYMENT PROVISIONS**

1. County agrees to reimburse CDCR an amount not to exceed One Hundred Five Dollars and Twenty Cents(\$105.20) per day or any part of a day, such costs having been determined by the Secretary of CDCR to be necessary to reimburse the State for the costs incurred.
2. CDCR shall provide, as deemed needed by CDCR medical staff, routine medical, dental or mental health treatment, and routine periodic medical examinations for County juveniles housed in custody under this Agreement. Routine medical costs shall be included in the total amount of this Agreement. County shall provide and pay for any and all ancillary medical services, including, but not limited to: dental, optical, non-emergency surgical and special consultation services.
3. In the event that emergency medical treatment or emergency mental health treatment is deemed necessary by CDCR medical staff for any County juvenile(s) housed in custody under this Agreement, said treatment shall be performed in a facility designated by CDCR medical staff at the expense of the County. County shall be responsible for reimbursement of transportation costs incurred in acquisition of treatment, including costs for security staff. Service providers for said treatment shall directly invoice the County, which is solely responsible for costs.
4. CDCR shall bill County monthly, by means of itemized statements, submitted in duplicate, for any such costs, and the County shall make remittance or payment thereof within thirty (30) days of receipt of any such billing. Said remittance shall cite this Agreement number and shall be mailed to:

Department of Corrections and Rehabilitation  
ATTN: Accounting Services  
4241 Williamsborough Drive, Suite 105  
Sacramento, CA 95823-2088

5. The total amount of this agreement shall not exceed \$120,000.00.

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EXHIBIT D

**SPECIAL TERMS AND CONDITIONS**

1. This Agreement may, upon mutual consent, be amended by either party in writing and shall become effective only upon approval by the State of California, Department of General Services, or, under its delegation, by CDCR.
2. All notices to be given by either party to the other shall be deemed to have been fully given when made in writing and deposited in the United States Mail, certified and postage prepaid, and addressed to such party at its address set forth under its signature to this Agreement. Nothing herein contained shall preclude the giving of any such written notice by personal service. The address to which notices shall be mailed to either party may be changed by written notice.
3. All Agreements entered into between the State and a city, county, or district involving the expenditure of State funds in excess of Ten Thousand Dollars (\$10,000.00) shall be subject to the examination and audit of the Auditor General for a period of three (3) years after final payment under the Agreement (Government Contract Code Section 10532).
4. A certified copy of the resolution of the Board of Supervisors of the County authorizing the execution of this Agreement is to be attached to this Agreement.

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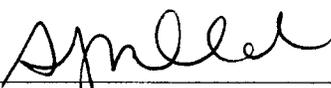
**STANDARD AGREEMENT NUMBER C05.210**

**AGREEMENT FOR EMERGENCY HOUSING SERVICES**

**APPROVED AS TO FORM AND LEGAL EFFECT:**

JAMES B. LINDHOLM, Jr.

County Counsel

By:   
Deputy County Counsel

Dated: 1/30/06

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