



**AGREEMENT BETWEEN
COUNTY OF SANTA CRUZ PROBATION DEPARTMENT
AND
COUNTY OF SAN MATEO PROBATION DEPARTMENT
FOR**

34.a
Approved 1/25/2022
Board of Supervisors
DOC-2022-64

**RESIDENTIAL TREATMENT FACILITY SERVICES AT SAN MATEO COUNTY YOUTH
SERVICES CENTER JUVENILE HALL AND MARGARET J. KEMP CAMP FOR GIRLS**

CONTRACT NO.:# 22C4534

This Agreement is between the County of Santa Cruz (“County of Santa Cruz”) and the County of San Mateo (“County of San Mateo”) (together, the “Parties” and each a “Party”) for the placement of County of Santa Cruz juveniles under the jurisdiction of the Santa Cruz County Superior Court Juvenile Division at San Mateo County Probation Youth Center Juvenile Hall and the San Mateo County Probation Margaret J. Kemp Camp for Girls (“YSC-JH and/or Camp Kemp”) as authorized by Section 888 of the Welfare and Institutions Code.

WHEREAS, County of San Mateo has a detention and residential treatment facility and personnel for Juveniles under the jurisdiction of the San Mateo County Superior Court Juvenile Division (hereinafter referred to as “Youth”) known as the San Mateo County Probation Youth Services Center Juvenile Hall (hereinafter referred to as “YSC-JH”) and the San Mateo County Probation Margaret J. Kemp Camp for girls (hereinafter referred to as “Camp Kemp”), in accordance with Welfare and Institutions Code, Section 850, et seq: and

WHEREAS, County of Santa Cruz desires to contract with County of San Mateo for the placement of a limited number of youth under the jurisdiction of the County of Santa Cruz at the YSC-JH and/or Camp Kemp; and

WHEREAS, Section 888 of the Welfare and Institutions Code authorizes the County of San Mateo to accept youth from another county by mutual agreement.

NOW, THEREFORE, IT IS MUTUALLY AGREED:

I. TERM

The term of this Agreement is effective February 1, 2022, and shall extend through June 30, 2023, unless terminated sooner as provided in Section XIV. Parties have the option to extend the term of this agreement up to two (2) times for a period of one (1) year per extension, on the same terms and conditions as set forth in the Agreement. If this Agreement is placed on Santa Cruz County’s Continuing Agreements List before the term expires, the parties agree to extend the terms and conditions of the Agreement as set forth herein, and as reflected on any executed amendments hereto, until the Contract is thereafter terminated.

II. COMPENSATION

A. County of Santa Cruz shall pay County of San Mateo the sum rate of One Hundred Twenty-Five Dollars (\$125) per day for each of its youth who receive detention services at the YSC-JH and/or Camp Kemp. This rate applies to any day or portion of a day during which the youth is detained at the YSC-JH and/or Camp Kemp.

- B. County of Santa Cruz shall pay County of San Mateo the sum rate of Fifty Dollars (\$50) per day for each of its youth who receive “Aftercare Services” from Camp Kemp, if requested by Santa Cruz County for youth transitioning into the San Mateo County Community.
- C. County of Santa Cruz shall pay County of San Mateo the sum rate of One Hundred Twenty-Five Dollars (\$125) per day for treatment services.
- D. Payment of the aforementioned fees shall constitute full payment and satisfaction of the obligation of the County of Santa Cruz for its youth, except as otherwise specified in the Agreement (e.g. see Section V. Treatment and Medical Costs). County of San Mateo will bill County of Santa Cruz quarterly in arrears of the provision of services. Billing will commence on the day of admission, and will terminate on the day prior to release. Unless otherwise noted in the Agreement, payment shall be made within the normal course of County business within 30 days after presentation of an invoice in a form approved by the County for services performed.
- E. County of San Mateo must bill County of Santa Cruz quarterly. Submit monthly invoices to: PRB.AP@santacruzcounty.us, or by mail to:

Santa Cruz County
Probation Department
Post Office Box #1812
Santa Cruz, CA 95061-1812

- F. County of Santa Cruz must pay County of San Mateo within 30 days thereafter payable to the County of San Mateo and delivered to:

San Mateo County Probation Department
Attn: Accounts Payable
222 Paul Scannell Drive
San Mateo, CA 94402

III. SCOPE OF SERVICES

- A. Care to be Provided. County of San Mateo will provide care and detention for youth from the County of Santa Cruz at Camp Kemp, which is a program designed to take approximately 5 – 9 months (dependent on the youth’s progress) to complete subject to the conditions and limitations of this Agreement. County of San Mateo may provide alternate care and detention at the YSC-JH for a maximum of 21 days for youth from the County of Santa Cruz who have been placed at Camp Kemp pursuant to this Agreement, in instances where a “timeout” from Camp Kemp for the youth is warranted due to immediate safety and security reasons at which time the County of Santa Cruz Deputy Probation Officer will be notified and updated of the youth’s status within 24 hours of such temporary placement change.
- B. This Agreement does not apply to youth from the County of Santa Cruz who have

- been adjudicated and placed into a secure juvenile treatment facility for an offense that would have resulted in their commitment to the Division of Juvenile Justice prior to its closure, also known as the “Secure Track”.
- C. Limitations. The County of San Mateo Superintendent of Institutions may, at their discretion, decline to accept or retain a youth from the County of Santa Cruz because of limited residential facilities, or any other reason affecting the welfare of the youth at YSC-JH and/or Camp Kemp. The County of Santa Cruz agrees to promptly arrange for the transportation of any youth being released out of the YSC-JH and/or Camp Kemp upon receipt of written or oral request with a minimum of 48 hours’ notice from the Superintendent (or their designee) to remove the identified youth from either facility. The County of Santa Cruz shall cooperate with San Mateo County policies and County of San Mateo staff in the performance of all work hereunder.
- D. Medical Care. The County of Santa Cruz agrees to provide a complete physical examination for each of its youth prior to detention at YSC-JH and/or Camp Kemp. The County of Santa Cruz will provide the County of San Mateo Correctional Health medical staff with all available medical records for the youth, including medication as needed.
- E. Mental Health Care. The County of Santa Cruz agrees to provide complete psychological evaluations and relevant assessments to the County of San Mateo Behavioral Health and Recovery Services (BHRS). The County of Santa Cruz agrees to provide the County of San Mateo with necessary release of information and consent for treatment, in order for BHRS to provide services.
- F. Educational Services. The County of Santa Cruz agrees to provide a complete Individualized Educational Plan (IEP) and any other related educational documentation in the County’s possession to the County of San Mateo Office of Education school staff. The County of Santa Cruz will seek the cooperation and collaboration of Santa Cruz County Office of Education to serve the best interest of the youth’s educational needs while in the care and detention of YSC-JH and/or Camp Kemp.
- G. Juvenile Probation Officer Services. The County of Santa Cruz shall maintain jurisdiction over supervision services related to each of its youth housed in YSC-JH and/or Camp Kemp.
- H. Judicial Services. The County of Santa Cruz shall maintain jurisdiction over judicial services related to each of its youth housed in YSC-JH and/or Camp Kemp.
- I. Access to Probation Department Facilities. The County of Santa Cruz shall be permitted access to San Mateo County facilities for the purpose of performing the services required under this agreement. The County of Santa Cruz agrees to comply with all San Mateo County policies and procedures, including policies regarding the Prison Rape Elimination Act of 2003 (PREA), no firearms allowed in County facilities, and any directives issued by County staff of the YSC-JH and/or Camp Kemp, relating to safety and security while providing services in the facilities.

IV. TREATMENT

County of San Mateo must provide County of Santa Cruz youth with any necessary emergency medical, dental, or psychiatric treatment, and provide periodic medical examinations by County of San Mateo's Probation Department medical staff, while they are in custody in the YSC-JH and/or Camp Kemp. County of San Mateo may, but is not required to, provide non-emergency medical and psychiatric treatment as approved in advance by County of Santa Cruz and at the expense of County of Santa Cruz. Routine medical examinations and first aid will be provided to youth at no charge.

V. TREATMENT AND MEDICAL COSTS

Should emergency medical, dental, or psychiatric treatment be necessary for any County of Santa Cruz youth cared for and detained at the YSC-JH and/or Camp Kemp, said treatment must be performed in County of San Mateo at the expense of County of Santa Cruz. County of Santa Cruz agrees to reimburse County of San Mateo for all costs incurred for any and all medical, dental, optical, surgical, and psychiatric services ("Medical Costs") performed on a youth from County of Santa Cruz as follows:

- A. County of San Mateo will provide routine medical examinations and first aid at no charge.
- B. County of Santa Cruz agrees to reimburse County of San Mateo for any additional medical costs incurred by youth from County of Santa Cruz.
- C. County of Santa Cruz shall provide County of San Mateo with an adequate supply of any prescription medication, prescribed to youth at time of admission for the full period of detention at YSC-JH and/or Camp Kemp.
- D. Rate of Services: Mental Health Costs. The County of Santa Cruz agrees to pay for treatment services in the amount of One Hundred Twenty-Five Dollars (\$125) per session.

VI. TRANSPORTATION

All costs and arrangements for transportation of County of Santa Cruz youth to and from YSC-JH and/or Camp Kemp are the responsibility of County of Santa Cruz.

VII. PROGRESS AND INCIDENT REPORTS

County of San Mateo agrees to provide any progress and incident reports to County of Santa Cruz related to the youth's overall behavior, well-being, education, and/or participation in programming or services if requested in writing by County of Santa Cruz.

VIII. REMOVAL OF JUVENILE

Parties may at any time during the term of this Agreement give a minimum 48-hour

advance notice to return a youth to the County of Santa Cruz.

- A. In the event it is determined that a Notice or Petition must be filed with the Santa Cruz County Superior Court Juvenile Division regarding returning the youth to the County of Santa Cruz, the County of Santa Cruz shall promptly file such required Notice or Petition with the Court, with cooperation from Parties.
- B. County of Santa Cruz shall have up to 48 hours to pick up the youth from the facility, unless exigent circumstances require less than 48 hours.
- C. Reasons for removal includes, but not limited to, the following reasons:
 - 1. Program failure due to non-compliance that constitutes a violation of probation;
 - 2. Program failure for a new law violation; and/or
 - 3. Program failure due to the incompatibility/unsuitability of the youth at the facilities and/or the youth's goals of rehabilitation and/or community safety are no longer served by continued housing of the youth at the facilities.
- D. County of Santa Cruz must pick-up and receive its youth immediately upon severance of sentence. Per availability, County of Santa Cruz youth can temporarily be housed in San Mateo County Juvenile Hall for arresting purposes and/or if the youth compromises the safety of the security while awaiting pick-up.

IX. OBLIGATIONS OF PARTIES

County of San Mateo will accept youth from the County of Santa Cruz for placement at YSC-JH and/or Camp Kemp subject to the following limitations:

“Juvenile” or “Youth” as used in this Agreement means any person up to the age of 20, male or female, who has been judicially determined to be subject to, or under the jurisdiction of, the Juvenile Court as described in Section 602 of the Welfare and Institutions Code.

- A. Because the YSC-JH and/or Camp Kemp gives priority to local needs, no space or staff may be available to receive and care for County of Santa Cruz cases. County of San Mateo has the right to refuse to house any youth for any reason or cause whatsoever. This refusal includes any noncompliance of placement criteria to be set forth by County of San Mateo Probation Department in keeping with its own YSC-JH and/or Camp Kemp placement criteria for County of San Mateo residents. Examples of possible criteria that may disqualify a youth include, but are not limited to, those included in Exhibit A.
- B. County of Santa Cruz must submit to County of San Mateo all referrals for youth and secure prior acceptance before requesting that the Court order placement to YSC-JH and/or Camp Kemp.
- C. County of San Mateo must confirm verbally the receipt of materials within three (3)

working days. Within ten (10) days of receiving the referral materials, the Manager of the County of San Mateo Probation YSC-JH and/or Camp Kemp will provide written confirmation of the acceptance or denial of placement. If placement is accepted, the

San Mateo Probation Facility Manager will include an estimate of when the County of San Mateo's Probation YSC-JH and/or Camp Kemp will be available to receive the youth.

- D. Each proposed placement of a County of Santa Cruz youth placed in the YSC-JH and/or Camp Kemp under this Agreement must meet the criteria for YSC-JH and/or Camp Kemp placement that is established by the County of San Mateo for Probation YSC-JH and/or Camp Kemp placements.
- E. County of Santa Cruz must provide County of San Mateo staff at YSC-JH and/or Camp Kemp with the following materials which must accompany each County of Santa Cruz youth at the time of the youth's delivery to YSC-JH and/or Camp Kemp:
 - 1. A County of Santa Cruz Probation officer's report, including all written psychological information available.
 - 2. A certified copy of a Superior Court order placing the youth in YSC-JH and/or Camp Kemp of County of San Mateo.
 - 3. A valid medical consent form for treatment that includes the name, address and telephone number of the parent or guardian of the youth to be notified in the event of emergency.
 - 4. County of Santa Cruz youth must be medically cleared, and all required medical forms must accompany the youth's arrival at YSC-JH and/or Camp Kemp (e.g., medical history and exam form completed in full, immunization records, copies of all laboratory tests, screening records and current medications such as oral contraceptives and antibiotics).
 - 5. County of Santa Cruz must provide County of San Mateo school records on students/youth including transcripts from the Court, schools or other prior districts, immunization records, special education records and Individual Education Plans (IEPs).
- F. All procedural requirements of the YSC-JH and/or Camp Kemp must be followed. County of Santa Cruz youth must be integrated into the YSC-JH and/or Camp Kemp population subject to all rules, regulations, rights, and benefits as other youth. Programming provided by County of San Mateo to County of Santa Cruz youth will be according to the YSC-JH and/or Camp Kemp services excluding aftercare and reentry. Each youth will receive the most recent version of the Margaret J. Kemp Camp Parent/Youth Orientation Packet.
- G. All legal requirements relating to informing the County of Santa Cruz youth of their

legal rights relating to custodial detention, notifying parents, filing of petitions, serving notices, and arranging Court hearings, are the sole responsibility of County of Santa Cruz.

H. All legal requirements involved in continued detention and commitments are the sole responsibility of County of Santa Cruz.

X. CONFIDENTIALITY REQUIREMENTS

The parties and their officers, employees, agents, and subcontractors shall ensure that:

- A. All records concerning any youth made or kept in connection with the administration of any provision of services provided by this Agreement shall be confidential, and shall not be open to examination for any purpose not directly connected with the administration of the services provided herein, except as requested in writing by the Parties or as required by law.
- B. No person shall publish, disclose, use, permit, or cause to be published, disclosed, or used any confidential or identifying information pertaining to any youth that is obtained in connection with the administration of any provision of the services provided by this Agreement, except as requested in writing by the Parties or as required by law.
- C. County of San Mateo and its officers, employees, agents or subcontractors, shall not voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered to be “voluntarily” provided. County of San Mateo shall give notice to County of Santa Cruz of any such court order or subpoena prior to issuing a response.

XI. INSURANCE

With respect to performance of work under this Agreement, the parties recognize that County of Santa Cruz and County of San Mateo are both self-insured in whole and/or in part and shall maintain, to the extent not so self-insured, and shall require all respective subcontractors and other agents who provide services in connection with this Agreement to maintain, all necessary insurance as described in Exhibit B, which is attached hereto and incorporated herein by this reference.

XII. DAMAGES

County of Santa Cruz is responsible for and shall reimburse County of San Mateo for all personal injury or damage to property due to malicious, wanton, intentional and/or negligent acts of any County of Santa Cruz youth cared for at the YSC-JH and/or Camp Kemp. In the event personal injury or damage to property is caused by multiple residents, liability will be apportioned and billings subject to review by County of Santa Cruz.

XIII. MUTUAL INDEMNIFICATION

To the full extent permitted by law, County of Santa Cruz and County of San Mateo shall each defend, indemnify and hold harmless each other as well as their respective officers, agents, employees, volunteers or representatives from and against any and all liability, claims, actions, proceedings, losses, injuries, damages or expenses of every name, kind and description, including litigation costs and reasonable attorney's fees incurred in connection therewith, brought for or on account of personal injury (including death) or damage to property, arising out of or connected with any acts or omissions of that party of its officers, agents, employees, volunteers, or contractors or their subcontractors, when performing any activities or obligations required of that party under this Agreement. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, providing that nothing shall require either party to disclose any documents, records or communication that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege.

XIV. TERMINATION

Notwithstanding any other provision of this Agreement, at any time and without cause, either party to this Agreement shall have the right in its sole discretion, to terminate this Agreement by giving thirty (30) days written notice to the other party. Such notice must be provided to the Chief Probation Officer of the County of San Mateo and the County of Santa Cruz. In the event of such termination, the County of Santa Cruz shall provide transportation for all its youth at YSC-JH and/or Camp Kemp to alternative destinations and shall pay County of San Mateo for all services and expenses rendered prior to the date of termination.

XV. NOTICE

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

Chief Probation Officer
County of San Mateo
222 Paul Scannell Drive
San Mateo, CA 94402
(650) 312-5527

Chief Probation Officer
County of Santa Cruz Probation
P.O. Box 1812
Santa Cruz, CA 95061
(831) 454-2150

XVI. MODIFICATION

Extra or changed work or other changes to the Agreement may be authorized only by mutual written consent of the Parties in writing through an amendment.

XVII. GOVERNING LAW AND VENUE

This Agreement has been executed and delivered in, and shall be construed and enforced in accordance with, the laws of the State of California. Proper venue for legal action regarding this Agreement shall be in the County of San Mateo.

XVIII. WAIVER

No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted by a party shall be in writing and shall apply to the specific instance expressly stated.

XIX. ENTIRE AGREEMENT

This Agreement and its Appendices (if any) constitute the final, complete, and exclusive statement of the terms of the agreement between the Parties. It incorporates and supersedes all the agreements, covenants and understandings between the Parties concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this Agreement. No prior or contemporaneous agreement or understanding, verbal or otherwise, of the Parties or their agents shall be valid or enforceable unless embodied in this Agreement.

XX. ASSIGNMENT

No assignment of this Agreement or of the rights and obligations hereunder shall be valid without the prior written consent of the other party.

XXI. THIRD PARTY BENEFICIARIES

This Agreement does not, and is not intended to, confer any rights or remedies upon any person or entity other than the Parties.

XXII. CONTRACT EXECUTION

Unless otherwise prohibited by law or County of Santa Cruz policy, the Parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term “electronic copy of a signed contract” refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term “electronically signed contract” means a contract that is executed by applying an electronic signature using technology approved by the County of Santa Cruz and the County of San Mateo.

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SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have executed this Agreement as indicated below:

2. COUNTY OF SAN MATEO

By: _____
SIGNED

PRINTED

4. COUNTY OF SANTA CRUZ

By: Fernando Giraldo 1/25/2022
SIGNED
9D9AC8239A67443...

Fernando Giraldo

PRINTED

Company Name: County of San Mateo

Address: 222 Paul Scannell Drive
San Mateo, CA 94402

Telephone: (650) 312-8963

3. APPROVED AS TO INSURANCE:

DocuSigned by:
Enrique Salazar 12/20/2021
F88BB4ED1F11445...
Risk Management

1. APPROVED AS TO FORM:

DocuSigned by:
Rudy Marquez 12/20/2021
1082D30064A9460
Office of the County Counsel
(12/17/2021 AMS# 11610)



Camp Kemp commitment disqualifiers for out of county youth

- Significant mental health issues
- Aggressive sexual deviant behavior or offenses, particularly in a custodial setting
- History of escape
- Assaults on staff
- History of violence

This is a list of "possible disqualifiers", each case is reviewed and decided on a case by case basis.

EXHIBIT B

INSURANCE REQUIREMENTS

With respect to performance of work and services under this Agreement, San Mateo County shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described below unless insurance has been expressly waived by the attachment of a Waiver of Insurance Requirements. Any requirement for insurance to be maintained after completion of the work shall survive this agreement.

Either County has the right to review any and all of the required insurance policies and/or endorsements but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement of failure to identify any insurance deficiency shall not relieve either County from, nor be construed or deemed a waiver of its obligations to maintain the required insurance at all times during the performance of this Agreement.

A. Types of Insurance and Minimum Limits

(1) Workers' Compensation Insurance in the minimum statutorily required coverage amounts required by the Labor Code of the State of California. This insurance coverage shall be required unless the CONTRACTOR has no employees and certifies to this fact by initialing here _____.

(2) Automobile Liability Insurance for each of CONTRACTOR'S vehicles used in the performance of this Agreement, including owned, non-owned (e.g. owned by CONTRACTOR'S employees), leased or hired vehicles, in the minimum amount of \$500,000 combined single limit per occurrence for bodily injury and property damage. This insurance coverage is required unless the CONTRACTOR does not drive a vehicle in conjunction with any part of the performance of this Agreement and CONTRACTOR and COUNTY both certify to this fact by initialing here ____ / ____.

(3) Comprehensive or Commercial General Liability Insurance coverage at least as broad as the most recent ISO Form CG 00 01 with a minimum limit of \$1,000,000 per occurrence, and \$2,000,000 in the aggregate, including coverage for: (a) products and completed operations, (b) bodily and personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.

B. Other Insurance Provisions

(1) If any insurance coverage required in this Contract is provided on a "Claims Made" rather than "Occurrence" form, CONTRACTOR agrees that the retroactive date thereof shall be no later than the date first written above (in the first paragraph on page 1), and that it shall maintain the required coverage for a period of three (3) years after the expiration of this Contract (hereinafter "post Contract coverage") and any extensions thereof. CONTRACTOR may maintain the required post Contract coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post Contract coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Contract. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Contract in order to purchase prior acts or tail coverage for post Contract coverage shall be deemed to be reasonable.

(2) All policies of Comprehensive or Commercial General Liability Insurance shall be endorsed to cover the County of Santa Cruz, its officials, employees, agents and volunteers as additional insureds with respect to liability arising out of the work or operations and activities performed by or on behalf of CONTRACTOR, including materials, parts or equipment furnished in connection with such work or operations. Endorsements shall be at least as broad as ISO Form CG 20 10 11 85, or both CG 20 10 10 01 and CG 20 37 10 01, covering both ongoing operations and products and completed operations.

(3) All required policies shall be endorsed to contain the following clause:
"This insurance shall not be canceled until after thirty (30) days' prior written notice (10 days for

nonpayment of premium) has been given to:

**Santa Cruz County
Probation Department
Attn: Administrative Services Manager
Post Office Box #1812
Santa Cruz, CA 95061-1812**

Should CONTRACTOR fail to obtain such an endorsement to any policy required hereunder, CONTRACTOR shall be responsible to provide at least thirty (30) days' notice (10 days for nonpayment of premium) of cancellation of such policy to the COUNTY as a material term of this Contract.

(4) CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide COUNTY on or before the effective date of this Contract with Certificates of Insurance and endorsements for all required coverages. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. All Certificates of Insurance and endorsements shall be delivered or sent to:

**Santa Cruz County
Probation Department
Attn: Administrative Services Manager
Post Office Box #1812
Santa Cruz, CA 95061-1812**

(5) CONTRACTOR hereby grants to COUNTY a waiver of any right of subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.

Certificate Of Completion

Envelope Id: 655E8386CADA4C53862AB50915B9CD2C	Status: Completed
Subject: Please DocuSign: Contract 22C4534 San Mateo County Camp Kemp for Girls.pdf AMS# 11766 BOS 1/25/2022	
Source Envelope:	
Document Pages: 13	Signatures: 3
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Stamps: 1
Envelope Stamping: Enabled	Envelope Originator:
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	Sara Jamison
	701 Ocean Street
	Santa Cruz, CA 95060
	Sara.Jamison@santacruzcounty.us
	IP Address: 63.194.190.100

Record Tracking

Status: Original 12/20/2021 10:04:54 AM	Holder: Sara Jamison Sara.Jamison@santacruzcounty.us	Location: DocuSign
Security Appliance Status: Connected	Pool: FedRamp	
Storage Appliance Status: Connected	Pool: County of Santa Cruz	Location: DocuSign

Signer Events

Ruby Marquez
 Ruby.Marquez@santacruzcounty.us
 Santa Cruz County Counsel's Office
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

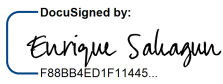
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Timestamp

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 Signed: 12/20/2021 10:42:49 AM

Electronic Record and Signature Disclosure:
 Accepted: 12/20/2021 10:42:15 AM
 ID: 398bccf7-2a1a-4b86-b304-0eb5450ef730


Enrique Sahagun
 Enrique.Sahagun@santacruzcounty.us
 Risk Manager
 County of Santa Cruz
 Security Level: Email, Account Authentication (None)

DocuSigned by:

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Electronic Record and Signature Disclosure:
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CBD eSignature
 CBD.eSignature@santacruzcounty.us
 County of Santa Cruz
 Security Level: Email, Account Authentication (None)

Signed

 Using IP Address: 63.194.190.100

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 Freeform Signing

Electronic Record and Signature Disclosure:
 Accepted: 9/15/2021 3:18:00 PM
 ID: d9129787-ba6f-477f-8915-54ed84b94ac2

Fernando Giraldo
 Fernando.Giraldo@santacruzcounty.us
 Chief Probation Officer
 County of Santa Cruz
 Security Level: Email, Account Authentication (None)

DocuSigned by:

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 Signed using mobile

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Signer Events	Signature	Timestamp
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In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	1/25/2022 3:32:29 PM
Signing Complete	Security Checked	1/25/2022 3:51:38 PM
Completed	Security Checked	1/25/2022 3:51:38 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, County of Santa Cruz (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact County of Santa Cruz:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: tibi.mccann@santacruzcounty.us

To advise County of Santa Cruz of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at tibi.mccann@santacruzcounty.us and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from County of Santa Cruz

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to tibi.mccann@santacruzcounty.us and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with County of Santa Cruz

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to tibi.mccann@santacruzcounty.us and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum

Enabled Security Settings:	Allow per session cookies
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** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify County of Santa Cruz as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by County of Santa Cruz during the course of my relationship with you.