

DEPARTMENT: SHERIFF

BY: CMDR. SINCLAIR PHONE: 966-3614

RECOMMENDED ACTION AND JUSTIFICATION: REQUEST BOARD AUTHORIZE THE CHAIRMAN TO SIGN THE ATTACHED CONTRACT. AFTER RESEARCHING SIMILAR REIMBURSEMENT CONTRACTS WITH OTHER AGENCIES, IT WAS ESTABLISHED THAT THE REIMBURSEMENT RATE IS FAIR AND EQUITABLE.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
THE BOARD HAS APPROVED PAST CONTRACTS WITH THE YOUTH AUTHORITY

LIST ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
DO NOT APPROVE. THE COUNTY WILL NOT REALIZE REVENUE FOR HOUSING CYA WARDS.

COSTS: (XXX) Not Applicable
A. Budgeted current FY \$ _____
B. Total anticipated costs \$ _____
C. Requires add'l funding \$ _____
D. Source: _____

SPECIAL INSTRUCTIONS:
List the attachments and number the pages consecutively:

SOURCE: () 4/5ths Vote Required
A. Internal transfers \$ _____
B. Unanticipated revenues \$ _____
C. Reserve for Contingency \$ _____
D. Description: _____
Balance in Reserve for Contingency if approved: \$ _____

CLERK'S USE ONLY:

Res. No.: 90-600
Ord. No.: _____
Vote: Ayes: 4 Noes: _____
Absent: Erickson Abstained: _____
hms Approved () Denied
() Minute Order Attached

The foregoing instrument is a correct copy of the original on file in this office.

Date: _____

ATTEST: MARGIE WILLIAMS
County of Mariposa, State of Ca.
By: _____
Deputy

ADMINISTRATIVE OFFICER'S RECOMMENDATION:

This item on the agenda as:

- Recommended
- Not Recommended
- For Policy Determination
- Submitted with comment
- Returned for Further Action

Comment: _____

A. O. Initials: Jwm / hms

STANDARD AGREEMENT

APPROVED BY THE ATTORNEY GENERAL

STATE OF CALIFORNIA
STD. 2 (REV. 2/85)

- CONTRACTOR
- STATE AGENCY
- DEPT. OF GEN. SE
- CONTROLLER

THIS AGREEMENT, made and entered into this 1st date of July, 19 90, in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

TITLE OF OFFICER ACTING FOR STATE Assistant Superintendent	AGENCY Department of the Youth Authority	CONTRACT NUMBER 402-MBC-5005	AM. NO.
County of Mariposa		CONTRACTOR'S I.D. NUMBER	

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the Stat hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:
(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

Agreement: Pages 1 through 3
Standard State Contract Provisions: Pages 1 through 4
Attachment: Resolution of the Board of Supervisors, Mariposa County

CONTINUED ON ___ SHEETS, EACH BEARING NAME OF CONTRACTOR AND CONTRACT NUMBER.

The provisions on the reverse side hereof constitute a part of this agreement.
IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA				CONTRACTOR			
AGENCY Department of the Youth Authority Mt. Bullion Youth Conservation Camp				CONTRACTOR (IF OTHER THAN AN INDIVIDUAL, STATE WHETHER A CORPORATION, PARTNERSHIP, ETC.) County of Mariposa			
BY (AUTHORIZED SIGNATURE) <i>Raymond F. Strutz</i>				BY (AUTHORIZED SIGNATURE) <i>[Signature]</i>			
PRINTED NAME OF PERSON SIGNING Raymond F. Strutz				PRINTED NAME AND TITLE OF PERSON SIGNING Chairman			
TITLE Assistant Superintendent				ADDRESS Mariposa County Board of Supervisors P.O. Box 784, Mariposa, CA 95338			
AMOUNT ENCUMBERED \$ 17,000.00	PROGRAM/CATEGORY (CODE AND TITLE) II b 2116 I & C			FUND TITLE General			Department of General Services Use Only FORM POLICY BUDGET APPROVED JAN 15 1991 BY <i>[Signature]</i> Asst. Chief Counsel
UNENCUMBERED BALANCE \$	OPTIONAL USE PCA 20002						
ADJ. INCREASING ENCUMBRANCE \$	ITEM 5460-001-001	CHAPTER	STATUTE 1990	FISCAL YEAR 90/91			
ADJ. DECREASING ENCUMBRANCE \$	OBJECT OF EXPENDITURE (CODE AND TITLE) 402 External						
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.				T.B.A. NO.	B.R. NO.		
SIGNATURE OF ACCOUNTING OFFICER <i>Sandra R. Puckett</i>				DATE 7/1/90			
I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1209 have been complied with and this document is exempt from review by the Department of Finance.							
SIGNATURE OF OFFICER SIGNING ON BEHALF OF THE AGENCY <i>Magie Fujii</i>				DATE 1/8/91			

AGREEMENT FOR TEMPORARY DETENTION IN
FACILITIES OF MARIPOSA COUNTY JAIL

This agreement is made and entered into this 1st day of July, 1990, by and between the State of California, Department of the Youth Authority, Mt. Bullion Youth Conservation Camp, hereinafter called the State, and the County of Mariposa, hereinafter called the County.

Whereas, State desires to contract with County to the end that a limited number of offenders under the jurisdiction of State be cared for and detained at the Mariposa County Jail, and County has facilities and personnel at its county jail for a limited number of said offenders.

1. Definitions:

- a. Offender as used in this agreement means any person over the age of eighteen (18) years under the jurisdiction of Mt. Bullion Youth Conservation Camp.
- b. Mariposa County Jail shall mean the jail of the county.

2. County will accept for care and detention at the Mariposa County Jail offenders subject to the following limitations:

- a. Before any State offender is conveyed to Mariposa County Jail, State authorities shall ascertain from the Sheriff of Mariposa County or his designee that available space and staff exist to receive and care for State cases.
- b. A State officer's statement attesting to conditions necessitating detention and a Warrant of Arrest must accompany each offender presented for detention.
- c. Detention will not be requested for those offenders suffering from serious psychological disturbances, i.e., requiring a suicide watch, hallucinating.

3. The care and detention given by the County to State offenders shall not include any emergency medical treatment, surgery or other medical treatment, eyeglasses, dental work, special consultations or other procedures. Should such be required, State will be fully responsible for all arrangements including transportation.
4. All transportation costs to and from the Camp to the Mariposa County Jail shall be the responsibility of the State.

County of Mariposa
Agreement No.: 402-MBC-5005

5. With prior telephonic notice, the State shall have the right to remove from the Mariposa County Jail, any ward being held solely on a Youth Authority warrant. Should a criminal investigation be progressing in a timely manner, or a criminal charge be filed by the District Attorney's office, the offender will not be removed by the State providing he has Available Confinement Time (ACT) remaining. If the offender's ACT expires during the time he is undergoing the court process, the YA warrant will be cancelled and the offender will no longer be under the jurisdiction of the State.
6. County shall have the right to require State to remove any offender within twelve (12) hours after telephonic notice to State officers for any reason or cause whatsoever.
7. For the care and detention of State offenders detained solely on a Youth Authority warrant, State shall pay County a per diem rate of fifty dollars (\$50.00) commencing the day of arrival and each subsequent day up to and including the day prior to departure.

For the care and detention of State offenders against whom the District Attorney's office files a criminal complaint and who were originally held solely on a YA warrant, the State shall pay a per diem rate of fifty dollars (\$50.00) commencing on the day of arrival and each subsequent day up to and including the filing date.

8. The provisions of this contract do not apply to Youth Authority wards being held in the Mariposa County Jail for the purpose of prosecution on criminal charges. The State will assist the County in providing for these wards' needs as much as possible, but will not incur any charges as a result of their detention.
9. County shall bill State monthly in arrears by means of an itemized statement of names and dates submitted to:

Superintendent
Mt. Bullion Youth Conservation Camp
Mariposa, CA 95338

The Superintendent of Mt. Bullion Youth Conservation Camp will, upon receipt of the invoice, verify the itemized statement and forward it to Northern California Youth Center Accounting Office, Stockton, for payment. State shall pay County within thirty (30) days thereafter by warrant payable to the County of Mariposa and sent to the County Sheriff, Mariposa County, P.O. Box 276, Mariposa, California, 95338.

County of Mariposa
Agreement No.: 402-MBC-5005

The period of this agreement shall be from July 1, 1990, through June 30, 1991, inclusive and may be terminated by either party giving notice in writing thirty (30) days prior to date of termination.

This agreement may be amended upon mutual agreement by the parties hereto in writing and shall become effective only upon approval by the State of California, Department of General Services.

The total amount of this agreement shall not exceed seventeen thousand dollars (\$17,000.00).

Provisions 1, 2, 3, 4, 7, 11, 16, 17, 18, 19, 24, 25, and 28 of the Standard Contract Provisions are attached and made a part of this agreement. The County will make available to the offenders the Ward Grievance Procedures as outlined in Provision 27 of the Standard Contract Provisions through the Camp, not through any devices of the County.

In the performance of this contract, Contractor shall work closely with Cindy Perkins, Superintendent, representative of the State as designated by the Director.

Note: A certified copy of the resolution of the Board of Supervisors of the County authorizing the execution of this contract is to be attached to the agreement.

STANDARD CONTRACT PROVISIONS

1. Availability of Funds This agreement shall be subject to the availability of funds for this purpose.
2. Compliance with Laws and Regulations It is expressly understood and agreed that the Contractor shall comply with all applicable laws and regulations of the State of California and all policies of the Department of the Youth Authority
3. Conflict of Interest The Contractor, his agents and/or employees, pursuant to Government Code Section 87100, shall not make, participate in making, or in any way attempt to use his position as Contractor with the State to influence a governmental decision in which he knows or has reason to know he has a financial interest.
4. Contractor Identification Number Each Contractor who enters into a contract with the State must provide their Federal Employee Identification Number (EIN) or Social Security Number (SSN), whichever is applicable.
5. ~~Contractor's / Rational / Labor / Relations / Board / Certification / Not / Applicable / To / Publish / Privately / In / Any / Way / This / Contract / The / Contractor / Details / Under / Penalty / Or / Perjury / That / He / Has / Had / No / More / Than / One / Final / Unappealable / Finding / Or / Contempt / Of / Court / By / A / Federal / Court / Issued / Against / Him / Within / The / Immediately / Preceding / 2 / Year / Period / Because / Of / His / Failure / To / Comply / With / An / Order / Of / A / Federal / Court / Which / Orders / Him / To / Comply / With / An / Order / Of / The / National / Labor / Relations / Board /~~
6. Copyrights / And / Rights / In / Data / (Only / Applicable / If / A / Product / Results / From / Services / Rendered.) Contractor shall not publish or transfer any materials produced or resulting from activities supported by this agreement without the expressed written consent of the Director of the Department of the Youth Authority. If any material is subject to copyright, the State reserves the right to copy, print, such and the Contractor agrees, not to copyright such material. If the material is copy righted, the State reserves a royalty free, nonexclusive, and irrevocable license to reproduce, publish, and use such materials in whole or in part, and to authorize others to do so.
7. Department of General Services Approval This contract is of no effect unless and until approved by the State of California, Department of General Services, or under its authority by the Department of the Youth Authority.
8. Disputes / Except / As / Otherwise / Provided / In / This / Contract / Any / Dispute / Concerning / A / Question / Of / Fact / Or / Law / Under / This / Contract / Which / Has / Not / Been / Settled / By / Agreement / Shall / Be / Decided / By / The / Director / Of / Youth / Authority / Or / His / Lawfully / Appointed / Representative / Within / 15 / Calendar / Days / After / Receipt / Of / Decision / From / The / Arbitrator / Or / Adversely / Affected / Party / Submits / A / Written / Appeal / To / The / Arbitrator / Within / The / Period / Specified / In / The / Contract /
~~Failure / To / Submit / Such / Appeal / Within / The / Period / Specified / Shall / Constitute / A / Waiver / Of / Any / Right / To / Contest / Or / Adjustment / Of / The / Contract /~~
 In connection with any appeal proceeding under this clause, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute, Contractor and the Contractor shall observe all provisions which the other party has in the contract and in accordance with the contracting authority's decision.
9. Evaluation / Of / Contractor / (Not / Applicable / To / Public / Entity / An / Evaluation / Of / The / Contractor's / Performance / Will / Be / Prepared / Within / 30 / Days / After / The / Completion / Of / The / Contract / The / Contractor / Forfeits / All / Rights / To / Sue / The / State / For / Loss / Of / Business / Or / Any / Other / Compensatory / Or / Punitive / Damages / Due / To / Any / Negative / Evaluation / That / Might / Occur /
10. Federal / Funds / (Applicable / Only / If / This / Contract / Is / Funded / In / Whole / Or / In / Part / By / The / Federal / Government /
 - o If / any / mutual / or / adversarial / dispute / between / the / parties / that / may / have / been / withheld / before / ascertaining / the / availability / of / congressional / appropriation / of / funds / for / the / mutual / benefit / of / both / parties / in / order / to / avoid / program / and / fiscal / delays / which / would / result / if / the / contract / were / executed / after / that / determination / was / made /
 - o This / contract / is / not / and / enforceable / only / if / sufficient / funds / are / made / available / to / the / State / or / the / United / States / Government / for / the / fiscal / year / indicated / for / the / purposes / of / this / program / In / addition / this / contract / is / subject / to / any / additional / restrictions / applicable / or / conditions / imposed / by / the / Congress / or / any / statute / enacted / by / the / Congress / which / may / affect / the / provisions / terms / or / funding / of / this / contract / in / any / way /
 - o It / is / mutually / agreed / that / if / the / Congress / does / not / appropriate / sufficient / funds / for / the / purposes / of / this / contract / shall / be / deemed / to / be / a / total / and / final / termination / of / the / contract /

o The department has the option to void the contract under the 30-day cancellation clause if the contractor fails to provide the required information.

11. Fiscal Year-End Invoicing Contractor shall not include any charges for the month of July in invoices for June and shall bill for all of the month of June on one invoice.

12. Hazardous Waste/Remediation Services Contractor shall provide all necessary insurance as detailed herein. Pest control and fumigation services are considered contracts of a hazardous nature. Contractor shall furnish to the State a certificate of insurance stating that the contractor's liability insurance represents an effective contract with a combined single effect for the contract with a combined single limit (CSL) of not less than \$500,000 per occurrence. The certificate of insurance will provide:

1. That the insurer will not cancel the insured's coverage without 30 days prior written notice to the State.

2. That the State of California, its officers, agents, employees, and servants are included as additional insureds with only liability as the operations under this contract.

3. That the State will not be responsible for any premiums or assessments on the contract.

Contractor agrees that the contractor's liability insurance will be in effect at all times during the term of this contract. In the event that insurance coverage expires at any time or times during the term of this contract, contractor agrees to provide at least fifteen (15) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of the Department of General Services and contractor agrees that if work or services shall be performed prior to the giving of such approval in the event contractor fails to keep in effect at all times insurance coverage as herein provided, State may, in addition to any other remedies it may have, terminate this contract upon the occurrence of such event.

13. Independent Contractor Status Contractor is not a state employee and will not be considered such for purposes of workers' compensation and/or unemployment. Contractor acknowledges by signing this agreement that he/she is an independent contractor and not a state employee.

14. Maintenance and Responsibility of Contract Records Contractor agrees that state shall have access to any and all records that are in the opinion of the State related or pertinent to this agreement, for the purpose of audit and fiscal monitoring of the funds expended hereunder. Such records shall be maintained for a period of four years or until an audit by the State is completed and all resulting questions arising therefrom are resolved, whichever is sooner. Records shall be maintained in an orderly manner and available at reasonable times for audit purposes. Contractor shall be responsible for payment of any unavoidable costs as determined by the State.

15. Meetings and Progress Reports (Only applicable to consultant contracts.) Contractor agrees to meet at least monthly with state's representatives to present information and progress reports and to determine that the desired results are being accomplished, time schedules are being met, and to work out any problems encountered in the performance of this agreement. Contractor agrees to hold a final meeting with state's coordinator to present findings, conclusions, and recommendations. Contractor's performance under this agreement shall be evaluated by state's representatives upon completion of the agreement.

16. Nondiscrimination Clause (OCP-2) (Only applicable if amount exceeds \$5,000.)

- a. During the performance of this contract, the recipient, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age or sex. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
- b. Recipient, Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- c. The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

