

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

418



FROM: Sheriff-Coroner-PA

SUBMITTAL DATE:
6/16/15

SUBJECT: Approve the First Amendment to the Agreement Between the County and the California Department of Corrections and Rehabilitation (CDCR) Allowing County Detention Inmates to Participate in the CDCR Fire Camp Program. Districts All [\$ 6,809,000 State AB 118 Local Revenue 100%]

RECOMMENDED MOTION: Move that the Board of Supervisors approve the first amendment to the California Department of Corrections and Rehabilitation (CDCR) Agreement allowing County detention inmates to participate in the CDCR Fire Camp Program for the period from 1/1/13 to 6/30/17, and authorize the Chair to sign all copies of the amended Agreement.

BACKGROUND:

Summary

On May 17, 2013, the Riverside County Sheriff's Department entered into an agreement with the CDCR for the purpose of sending qualified inmates to work at the fire camp program. During the latter part of 2014, CDCR changed their fees and sent the Riverside County Sheriff's Department a proposed amendment to the agreement. The proposed amendment to the agreement keeps the number of inmates in the program capped at 200 inmates at any one time. The new fee will be \$81.00 per day while an inmate is in training, which averages approximately 38 days. Once the inmate has completed the training, the cost will be reduced to \$10.00 per day.

(Continued on Page 2)

Stan Sniff, Sheriff-Coroner-PA
Scot Collins, Chief Deputy Sheriff

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 2,269,000	\$ 2,271,000	\$ 6,809,000	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: State AB 118 Local Revenue 100%
Budget Adjustment: No
For Fiscal Year: 14/15-16/17

C.E.O. RECOMMENDATION: APPROVE

BY:
Elizabeth J. Olson
County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Ashley, seconded by Supervisor Jeffries and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Washington, Benoit and Ashley
Nays: None
Absent: None
Date: July 7, 2015
xc: Sheriff

Kecia Harper-Ihem
Clerk of the Board
By:
Deputy

Prev. Agn. Ref.: 4/23/13 3-55 | District: All | Agenda Number:

3-18

FORM APPROVED COUNTY COUNSEL 6/23/15 DATE
 BY: GREGORY P. PRIAMOS
 FISCAL PROCEDURES APPROVED
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER 6/24/15
 BY: Susana Garcia-Bocanegra
 Departmental Concurrence

- A-30
- Positions Added
- 4/5 Vote
- Change Order

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

FORM 11: Approve the First Amendment to the Agreement Between the County and the California Department of Corrections and Rehabilitation (CDCR) Allowing County Detention Inmates to Participate in the CDCR Fire Camp Program. Districts All [\$6,807,000 – State AB 118 Local Revenue 100%]

DATE: 6/16/15

PAGE: 2 of 2 (BR 15-074)

BACKGROUND:

Summary (continued)

Under this proposed amended agreement, if the Riverside County Sheriff's Department were to meet the maximum fire camp bed usage and maximize the number of training days needed to maintain the maximum fire camp bed usage, there will be an approximate cost of \$2,269,000 or a total cost of \$6,807,000 over the remaining three years of the original five year agreement. This would result in a potential savings of \$1,102,870 per year when compared to the current agreement costs. These funds have been approved under the current Realignment budget for fiscal year 14/15 and therefore no budget adjustment is necessary.

Impact on Residents and Businesses

Sending qualified inmates to the CDCR for the purposes of working the fire camp program will help to alleviate inmate population due to a lack of bed space while offering training in fire-fighting skills. The CDCR has also agreed to place County offenders in State fire camps located within Riverside County whenever possible to help the local community by clearing firebreaks, public road maintenance, park maintenance, sand bagging/flood protection, and clearing fallen trees and debris.

Attachments

(2) Original first amendments to the State Standard Agreement, for signature. Agreement Number 5600003591.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

RESOLUTION

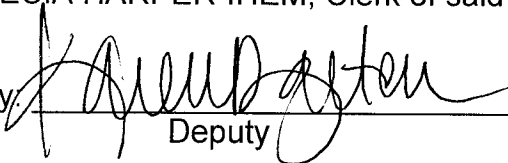
BE IT RESOLVED by the Board of Supervisors of the County of Riverside, State of California, in regular session assembled on Tuesday, July 7, 2015, that Marion Ashley, the Chairman is authorized and directed to execute on behalf of said County the Standard Agreement No. 5600003591 between Riverside County and California Department of Corrections and Rehabilitation providing: for the participation of County Detention Inmates in the CDCR Fire Camp Program.

Roll Call:

Ayes: Jeffries, Tavaglione, Washington, Benoit and Ashley
Nays: None
Absent: None

The foregoing is certified to be a true copy of a resolution duly adopted by said Board of Supervisors on the date therein set forth.

KECIA HARPER-IHEM, Clerk of said Board

By: 
Deputy

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 14 Pages

AGREEMENT NUMBER 5600003591	AMENDMENT NUMBER 1
REGISTRATION NUMBER	

- This Agreement is entered into between the State Agency and Contractor named below:
 STATE AGENCY'S NAME: California Department of Corrections and Rehabilitation
 CONTRACTOR'S NAME: County of Riverside
- The term of this Agreement is January 1, 2013 through June 30, 2017
- The maximum amount of this Agreement after this amendment is: \$(10,596,580.00) Reimbursement to CDCR
Ten Million Five Hundred Ninety Six Thousand Five Hundred Eighty Dollars and No Cents
- The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:
 Agreement Number 5600003591 Temporary Housing, approved on May 8, 2013, is hereby amended to reduce the maximum amount of this Agreement by \$(6,272,008.00), effective upon approval.

WHEN DOCUMENT IS FULLY EXECUTED RETURN
CLERK'S COPY
 to Riverside County Clerk of the Board, Stop 1010
 Post Office Box 1147, Riverside, Ca 92502-1147
 Thank you.

The following is now incorporated herein:

- Page 1, Line 3 of the original agreement is revised and now reads: "The maximum amount of this Agreement is: Ten Million Five Hundred Ninety Six Thousand Five Hundred Eighty Dollars and No Cents.
- Exhibit A, Scope of Work, has been revised and replaced in its entirety.
- Exhibit B, Budget Detail and Payment Provisions, has been revised and replaced in its entirety.
- Exhibit B-1, Rate Sheet, has been revised and replaced in its entirety.

ATTEST:
 KECIA HARPER-IHEM, Clerk
 By [Signature]
 DEPUTY

All other terms and conditions shall remain the same.

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

CONTRACTOR		CALIFORNIA Department of General Services Use Only APPROVED OCT 23 2015 OFFICE OF LEGAL SERVICES DEPT. OF GENERAL SERVICES
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) <u>County of Riverside</u>		
BY (Authorized Signature) <u>[Signature]</u>	DATE SIGNED (Do not type) <u>7/7/15</u>	
PRINTED NAME AND TITLE OF PERSON SIGNING <u>MARION ASHLEY</u> John J. Benoit , Chairman, Board of Supervisors		
ADDRESS <u>4080 Lemon Street, Riverside, CA 95201</u>		FORM APPROVED COUNTY COUNSEL BY: <u>[Signature]</u> DATE: <u>6/23/15</u> NEAL R. KIPNIS
STATE OF CALIFORNIA		
AGENCY NAME <u>California Department of Corrections and Rehabilitation</u>		
BY (Authorized Signature) <u>[Signature]</u>	DATE SIGNED (Do not type) <u>9-17-15</u>	
PRINTED NAME AND TITLE OF PERSON SIGNING <u>Arlene Sakazaki, Associate Director, Office of Business Services</u>		<input type="checkbox"/> Exempt per:
ADDRESS <u>9838 Old Placerville Rd., Suite B-2, Sacramento, CA 95827</u>		

JUL 07 2015 3-18
 2015-11-129467

I. INTRODUCTION

This Contract is entered into between the **State of California Department of Corrections and Rehabilitation** (hereinafter "STATE" or "CDCR") and Riverside County (hereinafter "COUNTY"). The COUNTY requires correctional bed space and services for COUNTY Offenders due to the STATE and COUNTY realignment of responsibility for the housing of low level Offenders; the STATE operates or has access to Fire Camps throughout the state deemed suitable by the COUNTY for the housing and care of COUNTY Offenders and has the lawful authority to enter into this Contract and perform or have performed the required services as set forth herein;

II. DEFINITIONS

Additional Services – means those additional operational and management services required to be furnished by the CDCR because of changes in state or federal laws, government regulations, or judicial decisions that cause an increase in the cost of operating and managing the Fire Camps.

Basic Healthcare – is care which needs minimum nursing intervention other than for Episodic Sick Call or for response to a medical emergency. Medications shall not require administration by a nurse.

CAL-FIRE – means the California Department of Forestry and Fire Protection.

Camp Administrative Office – means the designated CDCR location responsible for providing administrative oversight for CDCR Fire Training Center and CDCR Fire Camp functions, including but not limited to classification screening of COUNTY Offenders and subsequent sentence calculations.

Contract – means this Agreement or any subsequent amendments to this Agreement.

Contractor – means Riverside County

Contract Year – means the twelve consecutive month period commencing on the date of execution of this Agreement with a new Contract Year beginning in each consecutive twelve month period thereafter until the expiration or termination of this Agreement.

Department/CDCR – means the California Department of Corrections and Rehabilitation.

Day – means calendar day unless otherwise defined in this agreement. If the last day falls on a weekend or holiday the last day for performance shall be the next regular business day.

Fire Camp – means a dormed housing facility cooperatively managed by CDCR and Cal-FIRE located in various locations throughout the State of California. Offenders housed at these facilities primarily function as responders to emergency incidents and perform public work projects.

Fire Camp Training Center – means a designated dormed facility cooperatively managed by CDCR and CAL-FIRE for the fire fighter training of COUNTY Offenders.

HIPAA – means the federal Health Insurance Portability and Accountability Act.

Indigent Offender – means an Offender who is wholly without funds at the time they were eligible for withdrawal of funds for canteen purchases.

Non-Grade Eligible Offender – means a camp-eligible Offender who does not meet the qualifications to be a firefighter but possesses verifiable skills for in-camp support (i.e. cook, clerk, mechanic, etc.).

Offender – means any adult male/female person incarcerated pursuant to applicable California laws, and assigned to the Fire Camps for housing under this Agreement.

Offender Camp File (OCF) – means documents concerning a COUNTY Offender, including documents submitted by the COUNTY that will be maintained by the Camp Administrative Office.

Offender Day – means each day, including the first day but not the last, that an Offender is admitted to the Fire Camp as determined by the midnight count.

Operating Requirements – means applicable federal, state, and local law and court orders, constitutional minimum standards, and CDCR regulations made applicable to the Fire Camps by this Agreement.

Pre-release Processing – means pre-release case preparation by the COUNTY prior to the COUNTY Offender's release from COUNTY custody. This may include, but is not limited to, victim notifications and any required registration.

Serious Discipline – means the act or action of the COUNTY Offender is an act of force or violence against another person; a breach of or presenting a threat to institution/facility security; a serious disruption of institution/facility operations; the introduction, possession or use of dangerous contraband or controlled substances; participation in activity that will likely result in protective custody needs, serious injury or threat of serious injury; or the attempt by a COUNTY Offender to commit any such act coupled with a present ability to carry out the act if not prevented from doing so.

III. Standard Conditions

A. Offender Housing.

The CDCR shall confine and supervise adult male and female COUNTY Offenders that are transferred to the Fire Camps pursuant to the terms and conditions of this Agreement. COUNTY Offenders shall only be housed in housing units consistent with the Offenders' classification and security needs as determined by CDCR, subject to the prior written approval of the CDCR.

To the extent possible, the CDCR shall house male Riverside County Offender(s) in either Bautista Conservation Camp or Oak Glen Conservation Camp.

The CDCR reserves the right to relocate any Riverside County Offender(s) to a camp outside of Riverside County based on operational need/disciplinary issues.

CDCR agrees to make available, and the COUNTY agrees to utilize, beds at the Fire Camps. See Attachment: List of Fire Camps (Attachment A)

Provided, however, nothing herein shall prevent CDCR from reallocating beds among the Fire Camps, adding additional Fire Camps, and increasing or decreasing the total number of contracted beds as necessary. All such costs associated with such a reallocation among the Fire Camps shall be borne by the STATE.

B. Selection and Placement Process.

The COUNTY Offenders to be housed in the Fire Camp shall be those selected by the COUNTY and approved by CDCR on the basis of compliance with all applicable state statutes or such other applicable laws, regulations, or CDCR criteria. See Attachments: Fire Camp Offender Exclusionary Criteria (Attachment B); Fire Camp Offender Criteria – Medical/Mental Health/Dental (Attachment C); County Fire Camp Offender Screening and Processing Form (Attachment D); and Fire Camp Offender Information Form (Attachment E).

Prior to the arrival of any COUNTY Offender to the Fire Camp Training Center, the COUNTY shall provide to the Camp Administrative Office, without charge, copies of all classification data including commitment or other judicial orders, medical, mental health and dental clearance records. All COUNTY Offender information shall be subject to statutory limitations on disclosure, including but not limited to State privacy laws, and provisions of the federal requirements imposed by the Health Insurance Portability and Accountability Act (HIPAA) or other Federal privacy laws.

Prior to submitting COUNTY Offenders for Fire Camp placement consideration, the COUNTY must conduct a thorough healthcare screening of all COUNTY Offenders which includes dental, medical and mental health examinations to determine eligibility (See Attachment D, Section 4:Medical/Mental Health/Dental Screening)

C. Transfer/Delivery of Offenders.

The COUNTY shall be responsible for the transporting and the costs thereof for the delivery of COUNTY Offenders to the California Institution for Men (CIM).

The CDCR will require the county representative to sign a CDCR Form 123, Body Receipt acknowledging delivery and transfer of custody of the offender to the State (see Attachment G).

The CDCR shall be responsible for the transporting and the costs thereof for COUNTY Offenders from the CIM to the Fire Camp Training Center.

The CDCR shall be responsible for the transporting and the costs thereof for the COUNTY Offenders from the Fire Camp Training Center to their respective Fire Camp assignments.

The CDCR is responsible for the transporting and costs thereof for returning the COUNTY Offenders from their assigned Fire Camp to CIM.

The COUNTY shall be responsible for the transporting and the costs thereof for the retrieval of COUNTY Offenders from CIM. This retrieval shall occur on the date and time specified by CDCR and mutually agreed upon by CDCR and the COUNTY. In the event the COUNTY does not retrieve a COUNTY Offender on the specified date and time, the COUNTY shall be responsible for the cost of housing that COUNTY Offender at the \$77 per diem rate for Prison Beds.

The parties agree to cooperate and coordinate the transportation of the COUNTY Offenders so as to minimize the expense associated with such transfers.

D. Offender Funds.

Funds of an individual COUNTY Offender shall be provided to the CDCR within seven (7) working days of the COUNTY Offender's transfer to CDCR. These funds shall be held and managed pursuant to CDCR's policies, procedures and practices.

E. Offender Work/Program Assignment Payment.

CDCR shall pay all COUNTY Offenders assigned to the work incentive program Offender wages equal to the amount paid to CDCR inmates housed at the particular Fire Camp at the time of transfer.

F. Return of Offenders to the County.

Upon demand by the CDCR or COUNTY, COUNTY Offenders will be delivered to the custody of the COUNTY pursuant to the terms as set forth in Section III, subsection C, of this Agreement.

The CDCR will require the county representative to sign a CDCR Form 123, Body Receipt acknowledging delivery and transfer of custody of the offender to the County (see Attachment G).

In the event that it becomes necessary to remove a COUNTY Offender from a Fire Camp or fire training facility due to an increase in healthcare needs beyond those provided by CDCR as part of basic healthcare services, any disciplinary reason, inability to provide a level of custody consistent with the safety and security of the COUNTY Offender, Staff, and/or the Fire Camp, or the COUNTY Offenders' refusal to participate in the Fire Camp program, the CDCR shall remove the offender from the Fire Camp or fire training bed immediately. Following removal, the CDCR shall notify the COUNTY and coordinate the offenders' return to the county of commitment in accordance with Section III, subsection C, when practical.. Each night an offender is not in a Fire Camp or fire training bed the county will be charged the prison bed rate of \$77.00 per day. In the event the COUNTY Offender requires housing outside of a CDCR facility due to disciplinary action all associated costs will be passed to the COUNTY

No less than 30 days prior to a COUNTY Offender completing his/her sentence, the COUNTY Offender shall be returned to the COUNTY in accordance with Section III, subsection C. All pre-release processing is the responsibility of the COUNTY.

When a COUNTY Offender returns to the COUNTY, the CDCR shall provide that COUNTY Offender's current available Trust balance, in the form of a check made payable to the inmate but addressed to the COUNTY, in the amount due the COUNTY Offender within seven (7) business days of the COUNTY Offender's transfer unless an alternate location is directed by the COUNTY

When a COUNTY Offender is identified to return to the COUNTY, the CDCR will ensure the Offender's Camp File (OCF) is current with documentation to include but not limited to program activities (work, education, etc.), classification endorsement and action, and disciplinary history. Records maintained at the camp site shall be transported with the COUNTY Offender. Files maintained at the Fire Camp Administrative Office shall be mailed to the COUNTY within 14 days of the COUNTY Offender's departure from the Fire Camp.

IV. OPERATION OF CAMP

A. General Duties.

The COUNTY Offenders in the Fire Camp shall be confined and supervised in accordance with CDCR policies. CDCR shall provide security and supervision of COUNTY Offenders consistent with CDCR policies including disciplinary behavior, program participation, and other activities.

B. Medical/Mental Health/Dental.

COUNTY Offenders shall be provided basic healthcare consistent with the services provided at existing CDCR Fire Camps. In the event a COUNTY Offender becomes ill or is injured and requires more than basic healthcare, the COUNTY Offender shall be returned to the COUNTY in accordance with Section III, subsection C as soon as practical.

Any COUNTY Offender suspected of being sexually assaulted shall be sent to the local emergency room for treatment, and a rape kit will be sent to the hospital with the transferring officers, consistent with CDCR Prison Rape Elimination Act (PREA) protocols. **Infectious Diseases** – The CDCR shall have written policies and procedures to support the management and prevent the spread of infectious diseases.

- **Health Care Records** – The health care record created at the Fire Camp/Camp Administrative Office is the property of the CDCR and shall be forwarded to the COUNTY when the COUNTY Offender is transferred from the Fire Camp. Release of information shall be conducted in accordance with CDCR policy and shall be subject to statutory limitations on disclosure, including but not limited to State privacy laws, and provisions of the federal requirements imposed by the Health Insurance Portability and Accountability Act (HIPAA) or other Federal privacy laws.
1. **Medical Costs** – Costs beyond the basic healthcare, including but not limited to, medical costs incurred prior to COUNTY Offender's return to COUNTY will be the responsibility of the COUNTY. This does not include injury or illness covered under Worker's Compensation in accordance with Section IV, Subsection D, 5.
 2. **Medical billings** from outside vendors which are the responsibility of the COUNTY shall be submitted to the COUNTY or designee by the Camp Administrative Office within ninety (90) days of receipt.

3. Upon return of a COUNTY Offender to the COUNTY, the CDCR shall provide the COUNTY a copy of applicable health records for health care delivered while the COUNTY Offender was housed at a CDCR Fire Camp.

C. Death of a COUNTY Offender

1. In the event of the death of a COUNTY Offender, the CDCR will immediately notify the COUNTY or designee, local coroner and local law enforcement via telephone and shall have the cause and circumstances of the death reviewed by the coroner of the local jurisdiction. A certified copy of the death certificate and the COUNTY Offender's file and medical records will be forwarded to the COUNTY. The COUNTY may conduct an independent investigation at no expense to CDCR.
2. The CDCR shall furnish all information requested by the COUNTY, and follow the instructions of the COUNTY with regard to disposition of the body. The COUNTY will notify the designated next of kin of the deceased Offender, if any, as soon as practicable after death.
3. CDCR shall not be responsible for expenses relative to any necessary preparation, storage, shipment, and disposal of the body.

D. COUNTY Offender Work and Programs.

1. All COUNTY Offenders shall participate in the Fire Camp programs, firefighter training, in-camp work assignments, and work at the Fire Camp, unless otherwise medically or administratively precluded. COUNTY Offenders who refuse to participate in the Fire Camp Work/Training Program shall be returned to the COUNTY in accordance with Section III, subsection C.
2. Programs may include: self-help programs (AA/NA), religious services, hobby craft, etc. as available.
3. CDCR will maintain daily records of the actual hours worked/participated for each COUNTY Offender.
4. Participation in hobby craft programs and the sale of hobby craft items shall be in accordance with CDCR policies and regulations.
5. For injuries incurred while the COUNTY Offender is housed at a CDCR Facility, the COUNTY shall not be responsible for payment of any benefits for COUNTY Offender workers compensation claims as required by California law, including, but not limited to, California Labor Code section 3370(a).

E. Religious Opportunity.

CDCR will provide reasonable time, accommodations, and space for religious services in keeping with Fire Camp security and other necessary Fire Camp operations and activities, as available.

F. Recreation/ Quarterly Packages and Canteen.

COUNTY Offenders shall be provided recreational opportunities on a daily basis.

COUNTY Offenders will be provided with canteen services in accordance with established CDCR policies. CDCR shall reserve the right to disapprove any canteen items for COUNTY Offenders. CDCR reserves the right to exclude any canteen item it deems to be a security risk.

CDCR will implement a quarterly package program for COUNTY Offenders consistent with current CDCR policy. CDCR reserves the right to exclude any quarterly package item deemed to be a security risk.

Upon transfer of COUNTY Offender from CDCR to COUNTY, COUNTY reserves the right to exclude any property item deemed to be in conflict with COUNTY policies.

G. Telephone.

Access to telephone service shall be provided to COUNTY Offenders consistent with current CDCR policy.

H. Clothing.

The CDCR will be responsible for laundry, repair, and replacement of Offender clothing during the COUNTY Offender's incarceration at the Fire Camp to ensure clean clothes and bedding on a weekly basis. Upon admission, each Offender shall be issued clothing consistent with current CDCR policy.

Other specialized clothing and safety equipment shall also be issued to the COUNTY Offenders consistent with current CDCR policy.

The COUNTY will provide COUNTY issued clothing to the COUNTY Offender prior to return to the COUNTY.

I. Meals.

The CDCR will provide all COUNTY Offenders with nutritional meals consistent with established CDCR policies.

J. Mail.

COUNTY Offenders will be provided with mail service. Indigent COUNTY Offenders shall be provided with supplies for correspondence for up to the price of twenty (20) one ounce first class letters per month. However, no request for mailing of verified legal mail will be denied under this provision regardless of postage limit or financial status of the Offender. The CDCR is entitled to recoup postage fees when the COUNTY Offender has sufficient funds in his account. Pursuant to the CDCR policy, all non-confidential COUNTY Offender mail, incoming or outgoing, is subject to being read by designated staff. This reading of mail shall be for cause only. All incoming and outgoing mail and packages shall be searched for contraband.

K. Visitation.

The CDCR shall provide space, opportunity, furniture, and equipment for visitation. Contact visitation shall be provided unless individual security concerns dictate otherwise. Visitors for COUNTY Offenders must be approved per current CDCR approval process prior to visitation. Minimum hours of visitation shall be consistent with CDCR policy.

L. COUNTY Offender Property.

COUNTY Offenders shall be allowed to possess personal property consistent with CDCR policy. Exclusions may be granted based on camp security requirements. The CDCR shall provide the COUNTY allowable property lists prior to the implementation of this agreement. See Attachment: Allowable Property List (Attachment F) CDCR will follow existing regulations on disposition of property. The CDCR shall compensate COUNTY Offenders for loss or damaged property due to the negligence of the CDCR in accordance with applicable remedies consistent with CDCR policy. County shall not be responsible for such loss nor damaged property and CDCR shall indemnify County for any and all claims, losses, liabilities, etc. attributable to such lost or damaged property while in CDCR custody.

Upon transfer of COUNTY Offender from CDCR to COUNTY, COUNTY reserves the right to exclude any property item deemed to be in conflict with COUNTY policies. COUNTY shall provide CDCR allowable property lists prior to the implementation of this agreement.

M. COUNTY Offender Appeals.

COUNTY Offenders appealing COUNTY decisions and actions shall be remedied via the COUNTY appeals process. The COUNTY shall retain final authority on all issues of appeal related to COUNTY decisions and actions.

The CDCR will address all COUNTY Offender appeals/grievances related to conditions of confinement and other CDCR decisions while the COUNTY Offender is housed in a CDCR Fire Camp. The CDCR shall retain final authority on all issues of appeal related to CDCR decisions and actions.

N. Access to Courts.

The CDCR will ensure all COUNTY Offenders court related access consistent with the CDCR policy. All COUNTY Offenders requesting access to a law library will be transported back to the COUNTY in accordance with Section III, Subsection C.

Any court Order to Produce a COUNTY Offender that is presented to the COUNTY shall immediately be forwarded to the Camp Administrative Office for processing. The COUNTY is responsible for transportation and costs thereof for local, state, and federal court appearances. If sufficient advanced notice is provided, CDCR will transport in accordance with Section III, subsection C.

O. Offender Records and Progress Reports.

1. The CDCR will handle all COUNTY Offender's OCF and ensure compliance consistent with the CDCR policy. Offender Camp records regarding COUNTY Offenders while at the Camp shall be collected and maintained on-site by the CDCR

in accordance with CDCR record keeping practices and operating requirements governing confidentiality. The COUNTY Offender files will not be maintained inside housing units or easily accessible to the inmate population. Upon request, all records, reports, and documents related to COUNTY Offenders, including Offender work/education-vocation records, shall be made available to the COUNTY for review. When a COUNTY Offender is transferred from the Fire Camp, the record provided by the COUNTY and additional information compiled while the COUNTY Offender was at the Fire Camp will be updated and transported with the COUNTY Offender to his/her new location. The record consists of reports, timesheets, staff memos, correspondence, and other documentation relating to behavior of the COUNTY Offender.

2. All warrants/holds/detainers received by the COUNTY for a COUNTY Offender shall be forwarded to the Camp Administrative Office within 24 hours. All warrants/holds/detainers received by the CDCR for a COUNTY Offender shall be forwarded to the COUNTY within 24 hours.
3. The COUNTY will perform all time calculations for COUNTY Offenders while housed in the CDCR Fire Camp and will provide CDCR with an initial COUNTY Offender release date and any changes to the COUNTY Offender release date. This information is required to facilitate return of COUNTY Offender to the COUNTY within 30 days of his/her release.
4. CDCR will provide approved, selected COUNTY medical personnel copies of medical records in accordance with HIPAA regulations and existing state law.

P. Transportation & Security.

The CDCR will provide security for COUNTY Offenders assigned to the Fire Camp whether in the Fire Camp or elsewhere. The CDCR will provide transportation and transportation staffing consistent with CDCR policy to and from urgent and emergent medical care. The COUNTY is responsible for transportation and costs thereof for local, state, and federal court appearances. If sufficient advanced notice is provided, CDCR will transport in accordance with Section III, subsection C.

Q. Escapes.

In the event of an escape by a COUNTY Offender(s) from the Fire Camp's physical custody, the CDCR shall initiate efforts to apprehend such COUNTY Offender(s), notify Local Law Enforcement agencies and CDCR I.D./Warrants Unit as required by state statute in the same manner it uses for any other CDCR escapee.

The escape pursuit will include all provisions as agreed to in the Memorandum of Understanding between the CCC/SCC Warden and the Sheriff of the County where the Camp is located. This would include, but is not limited to; notification timeframes, incident command, mutual aid, intelligence sharing, etc.

The CDCR shall notify the COUNTY of commitment during the initial notification process. After the initial 24 hours of escape pursuit, the CDCR Incident Commander (Warden) and the Sheriff of the County, shall evaluate the need for the continued presence of the CDCR. This decision shall be based on the intelligence received regarding the offender's whereabouts/escape route.

Annually or upon any revision, the County shall provide the CDCR with a listing of its emergency contacts.

R. Notification of Offender Incidents, Emergencies, and Discipline.

1. The CDCR will handle all COUNTY Offender related incidents and emergencies, consistent with CDCR policy and Department Operations Manual (DOM) Chapter 5, Article 2, Use of Force; Chapter 5, Article 3, Incident Report; and Chapter 5, Article 7, Inmate Deaths, Serious Injury, or Illness Notification. Such incidents are to be reported to the COUNTY as soon as reasonably practical after the incident occurrence.
2. All COUNTY Offenders are subject to CDCR rules and regulations regarding conduct and behavior. The CDCR is responsible for adjudicating any disciplinary matters while COUNTY Offenders are in CDCR custody. The COUNTY is responsible for any time credit adjustments that may result from adjudication of a disciplinary matter while COUNTY Offenders are in CDCR custody. All serious disciplinary issues involving a County Offender will be screened for possible prosecution in accordance with the Prison Crimes Referral Standard for that county where the Offender is housed.

S. Earned Time/Good Time.

The COUNTY is responsible for any earned time/good time credit adjustments for which a COUNTY Offender may be eligible while the COUNTY Offender is in CDCR custody.

T. Initial Intake and Annual Program Review.

The COUNTY Offenders shall be subjected to an initial intake and annual program review to be conducted by the respective Camp Administrative Office to confirm initial and continued Fire Camp placement are appropriate.

U. COUNTY Offender Account Deductions (Restitution) Collection and Accounting.

Upon notification of a court order for restitution by a COUNTY Offender, CDCR agrees to collect funds from wages and account deposits from the COUNTY Offender's trust account. All collected funds will be remitted in a manner that adheres to the Title 15, Article 1.5, section 3097.

V. Notices.

Any notice provided for in this Agreement shall be in writing and served by designated CDCR electronic mail system and United States Mail, postage prepaid, at the addresses listed below, until such time as written notice of change of address is received from either party. In addition, personal delivery of any notice may also be provided. Any notice so mailed and any notice served by electronic mail or personal delivery shall be deemed delivered and effective upon receipt or upon attempted delivery. This method of notification will be used in all instances, except for emergency situations when immediate notification is required pursuant to the appropriate sections of this Agreement.

All notices will be sent to:

CDCR: Notice information to be provided prior to occupancy.

COUNTY: Notice information to be provided prior to occupancy.

V. CONTACTS.

State Contacts:

Contract Monitor:

Brian Coates, Correctional Administrator
10961 Sun Center Dr.
Rancho Cordova, CA 95670
Phone: (916) 464-4572
Fax: (916) 464-5130

Escape/Incident Reporting (I.D./Warrants):

Phone 24 Hour Notification (916) 323-4087
FAX (916) 322-4038

Office of External Affairs:

Jessica Mazlum
1515 S Street, Suite 113 S
Sacramento, California 95811
Office: (916) 324-6508
BlackBerry: (916) 214-5625

COUNTY Contacts:

Contract Monitors:

Cheryl Evans, Captain
Coordinated Custody Management Unit
1627 S. Hargrave Street
Banning, CA 92220
Phone: (951) 922-7369
Fax: (951) 922-7335

Arthur Turnier, Lieutenant
Riverside Alternative Sentencing Program
1627 S. Hargrave St.
Banning, CA 92220
Desk - 951-922-7248
Fax: (951) 922-7310

Exhibit B supersedes section 13 entitled "Compensation" of the General Terms and Conditions contained in Exhibit C.

1. **Compensable Offenders**

The terms of this Agreement apply only to COUNTY Offenders. Nothing in this Agreement shall be construed to impose upon the COUNTY any financial or other obligations for any non-COUNTY Offender housed in CDCR. CDCR's costs of operations including legal services and the risks of physical damage to CDCR incurred as a direct result of the placement of a COUNTY Offender in CDCR shall be considered usual costs incidental to the operation of CDCR and part of the compensation set forth herein.

2. **Payments**

The COUNTY shall pay directly to CDCR a per Offender per day (per diem) rate of \$81.00 for each COUNTY Offender while in fire suppression training.

Upon completion of the fire suppression training, the COUNTY shall pay directly to CDCR a per Offender per day (per diem) rate of \$10.00 for each COUNTY Offender housed in a CDCR Fire camp.

The COUNTY shall reimburse CDCR expenses as set forth in this Agreement as a COUNTY cost reimbursement obligation.

If the Department of Finance lowers the statewide Fire Camp per diem rate, CDCR shall amend the contract to reflect the lower rate.

Nothing herein shall prevent CDCR from seeking a per diem increase at the time of any subsequent amendment of this Agreement. The COUNTY and CDCR shall negotiate any change in the per diem rate prior to implementation.

3. **Billings**

CDCR will submit detailed invoices for payment of the compensation payable by the COUNTY to CDCR pursuant to the terms of Section 2, above, with supporting documentation to the COUNTY, in arrears on a monthly basis within ten business days of month end, though the failure to do so shall not negate the obligation of the COUNTY to pay such invoice. The COUNTY will make payment within 45 days of receipt of the invoice.

Payments shall be sent to:

California Department of Corrections and Rehabilitation
Southern California Regional Accounting Office
Attention: Cashiering Unit
P.O. Box 6000
Rancho Cucamonga, CA 91729-6000

**CDCR FIRE CAMP CORRECTIONAL BED SPACE
 REIMBURSEMENT CONTRACT**

**RIVERSIDE COUNTY
 Fiscal Year 12/13 and 13/14**

Offenders (estimated)		Per Day (per diem)		# of Days (actual)	Total	Fiscal Year
200	X	\$46.19	X	45	(\$415,710.00)	12/13
200	X	\$46.19	X	365	(\$3,371,870.00)	13/14
				Subtotal	(\$3,787,580.00)	

COUNTY agrees to reimburse directly to CDCR the per diem rate of \$46.19 per day, or any part thereof, for each COUNTY Offender housed in a CDCR Fire Camp. Such costs having been determined by CDCR as necessary to reimburse the State for the care and treatment costs incurred, excluding extraordinary healthcare expenses, medical transportation and medical guarding.

1. The parties agree to amend this contract when necessary to modify the daily rate as to remain consistent with changes in applicable State statutes.
2. The estimated amount of this Agreement, excluding extraordinary healthcare expenses, medical transportation and medical guarding, for up to 100 county offenders housed in a CDCR Fire Camp in the 2013/14 fiscal year, is (\$3,787,580.00).

RIVERSIDE COUNTY
Fiscal Year 14/15, 15/16 and 16/17

FIRE CAMP HOUSING COSTS						
Offenders (estimated)		Per Day (per diem)		# of Days (estimated)	Total	Fiscal Year
200	X	\$10	X	365	(\$730,000.00)	14/15
200	X	\$10	X	366	(\$732,000.00)	15/16 leap year
200	X	\$10	X	365	(\$730,000.00)	16/17
Subtotal					(\$2,192,000.00)	

FIRE TRAINING FACILITY HOUSING AND TRAINING COSTS						
Offenders (estimated)		Per Day (per diem)		# of Days (estimated)	Total	Fiscal Year
500	X	\$81	X	38	(\$1,539,000.00)	14/15
500	X	\$81	X	38	(\$1,539,000.00)	15/16 leap year
500	X	\$81	X	38	(\$1,539,000.00)	16/17
Subtotal (based on a 38 day estimate)					(\$4,617,000.00)	

COUNTY agrees to reimburse directly to CDCR the per diem rate of \$10 per day, or any part thereof for each County Offender housed in a CDCR Fire Camp. COUNTY also agrees to reimburse directly to CDCR the per diem of \$81 per day, or any part thereof, for each COUNTY Offender housed and trained at the CDCR Fire Training Facility. Such costs having been determined by CDCR as necessary to reimburse the State for the care and treatment costs incurred, excluding extraordinary healthcare expenses, medical transportation and medical guarding.

1. The parties agree to amend this contract when necessary to modify the daily rate as to remain consistent with changes in applicable State statutes.
2. The estimated amount of the housing costs, excluding extraordinary healthcare expenses, medical transportation and medical guarding, for up to 200 county offenders in a CDCR Fire Camp, is (\$2,192,000.00).
3. Due to the instability of the inmate population as a result of paroles, program failures etc., the total number of county offenders housed and trained at the CDCR Fire Training Facility cannot accurately be determined. However, in the event more than 500 county offenders are housed and trained at the CDCR Fire Training Facility and/or offenders require more than 38 days at the CDCR Fire Training Facility the total contract amount will exceed the amount listed above. The charges will be consistent with the rates outlined above in the "Fire Training Facility Housing and Training Costs" spreadsheet.