

MARIPOSA COUNTY RESOLUTION NO. 86-13

REGARDING THE STATE OF CALIFORNIA
COUNTY JAIL CAPITAL CONSTRUCTION FUND GRANT CONTRACT
BETWEEN THE STATE BOARD OF CORRECTIONS
AND THE COUNTY OF MARIPOSA

WHEREAS, the County of Mariposa has made application for State Grant Funds pursuant to the County Jail Capital Expenditure Bond Acts of 1981 and 1985, for the purposes of renovation, rehabilitation and expansion of the Mariposa County Jail per the approved plans, specs, and bid materials, and

WHEREAS, County has received a Grant from State in the amount of TWO HUNDRED FIFTY THOUSAND SIX HUNDRED SEVENTY DOLLARS (\$250,670), and

WHEREAS, County needs to expend the sum of ONE HUNDRED THIRTY-TWO THOUSAND THREE DOLLARS (\$132,003), as and for a Match to State Funds;

NOW THEREFORE, the Board of Supervisors of the County of Mariposa, a political subdivision of the State of California hereby resolves as follows:

1. That the County of Mariposa is authorized to enter into the Jail Renovation Contract mentioned above, a copy of which is attached hereto as "Exhibit A" and by this reference incorporated herein.

2. The Chairman of the Board of Supervisors is authorized to sign said contract, any amendments, or extensions, between the County of Mariposa and the California State Board of Corrections for the expenditure of TWO HUNDRED FIFTY THOUSAND SIX HUNDRED SEVENTY DOLLARS (\$250,760) State and ONE HUNDRED THIRTY-TWO THOUSAND THREE DOLLARS (\$132,003) County funds for

1 the renovation, rehabilitation and expansion of the jail
2 per the approved plans, specs, and bid materials.

3 3. Appoints Evelyn N. Billings, County Auditor and/or
4 her designee to act as trustee for the project.

5 4. Appoints Commander Rod Sinclair of the Sheriff's
6 Office to act as Project Director and Contact Person for
7 the project.

8 5. The County shall make available the necessary matching
9 funds in the amount of ONE HUNDRED THIRTY-TWO THOUSAND THREE
10 DOLLARS (\$132,003), to fund the project.


11 PASSED AND ADOPTED by the Board of Supervisors of Mariposa
12 County this 14th day of January, 1986, by the following vote:

13 AYES: ERICKSON, DALTON, RADANOVICH, BARRICK, TABER


14 NOES: NONE

15 ABSENT: NONE

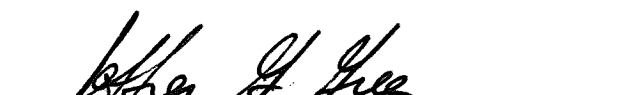
16 ABSTAINED: NONE

17
18 
19 BEVERLY BARRICK, Chairman
20 Board of Supervisors

21 ATTEST:

22 
23 GERALD MC CARTHY, County Clerk and
24 Ex Officio Clerk of the Board

25 APPROVED AS TO FORM AND
26 LEGAL SUFFICIENCY:

27 
28 JEFFREY G. GREEN, County Counsel

BOARD OF CORRECTIONS CONTRACT FACESHEET

The Board of Corrections hereby makes an award of funds to: 2. County of Mariposa hereinafter designated as the certified applicant, in the amount and for the purpose and duration set forth in this application, under the provisions of the County Jail Capital Expenditure Bond Acts of 1981 and 1984, as implemented in Chapter 34 of the Statutes of 1982 and Chapters 426, 444, and 500 of the Statutes of 1984, and as codified in Sections 4400 through 4422 of Title 4.5, and Section 4450 through 4471 of Title 4.6, of Part 3 of the California Penal Code.

3. Project Title & Summary: <u>Renovation of Mariposa County Jail.</u> Renovation to the existing Mariposa County Jail. This project is located near the Mariposa County Courthouse, Mariposa, California, and includes, but is not limited to: renovation, rehabilitation and expansion of the jail.																			
4. Mariposa County <u>Applicant County</u> Commander Rod Sinclair <u>Contact Person Name</u> P. O. Box 276 <u>Address</u> Mariposa, California 95338 (209) 966-3614 <u>Telephone</u>	6. Type of Project Equipment <input type="checkbox"/> Renovation <input checked="" type="checkbox"/> XXXXXX New Construction <input type="checkbox"/>																		
5. Financial Officer: Evelyn N. Billings, Auditor/Recorder <u>Name</u> P. O. Box 156 <u>Address</u> Mariposa, California 95338 (209) 966-5719 <u>Telephone</u>	7. Project Duration: Start <u>Approximately 1/27/86</u> End <u>120 days thereafter</u>																		
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%;">8. Project Costs:</td> <td style="width:25%; text-align: right;">\$</td> <td style="width:25%; text-align: right;">%</td> </tr> <tr> <td>State</td> <td style="text-align: right;">\$ 250,670</td> <td></td> </tr> <tr> <td>Local Hard</td> <td style="text-align: right;">132,003</td> <td></td> </tr> <tr> <td>Local Soft</td> <td style="text-align: right;">-0-</td> <td></td> </tr> <tr> <td>Other</td> <td style="text-align: right;">-0-</td> <td></td> </tr> <tr> <td>Total</td> <td style="text-align: right;">\$ 382,673</td> <td></td> </tr> </table>		8. Project Costs:	\$	%	State	\$ 250,670		Local Hard	132,003		Local Soft	-0-		Other	-0-		Total	\$ 382,673	
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Local Hard	132,003																		
Local Soft	-0-																		
Other	-0-																		
Total	\$ 382,673																		

The certified Applicant hereby signifies its acceptance of this award and agrees to administer the project in accordance with the terms and conditions set forth in or incorporated by reference in this award and the applicable provisions of the Penal Code identified above.

10. Beverly Barrick Date 1/14/86 STATE OF CALIFORNIA, Board of Corrections
 Signature, Chairperson, _____ DATE: _____
 Board of Supervisors
 Name: Beverly Barrick
 Address: P. O. Box 784 Date Received, Board of Corrections: _____
 Telephone: _____
 (209) 966-3222

AMOUNT ENCUMBERED	PROGRAM/CATEGORY (CODE AND TITLE): <u>11</u>	FUND TITLE <u>Co. J</u>
\$	<u>Stds. for Detention Facilities</u>	<u>Capital Exp.</u>
UNENCUMBERED BALANCE	(OPTIONAL USE)	
\$	<u>PCA #10006</u>	
ADJ. INCREASING ENCUMBRANCE	ITEM	CHARTER
\$	<u>5430-101-725</u>	<u>258</u>
ADJ. DECREASING ENCUMBRANCE	OBJECT OF EXPENDITURE (CODE AND TITLE)	STATUTE
\$	<u>6-61- -0</u>	<u>1984-85</u>
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		FISCAL
SIGNATURE OF ACCOUNTING OFFICER		<u>84-</u>
DATE		T.B.A. NO
I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1211-101, b. et. seq. have been complied with and this document is exempt from review by the Department of Finance.		BR NO
SIGNATURE OF OFFICER SIGNING ON BEHALF OF THE AGENCY		DATE

EXHIBIT A

STATE OF CALIFORNIA
COUNTY JAIL CAPITAL CONSTRUCTION FUND
GRANT CONTRACT
BETWEEN
THE STATE BOARD OF CORRECTIONS
AND

MARIPOSA COUNTY

This contract is made this 14th day of January, 1986, between the State of California, acting by and through the State Board of Corrections, hereafter referred to as the "Board", and the County of Mariposa, a County duly organized, existing and acting pursuant to the laws of the State of California, hereafter referred to as the "Grantee",

WHEREAS:

1. This contract is authorized by Penal Code Sections 4400 through 4422 and 4450 through 4471.
2. The Grantee has made application for a grant for the Project hereafter described and has been determined by the Board to be eligible for state funding pursuant to Penal Code Sections 4400 through 4422, and 4400 through 4450, and, Title 15, California Administrative Code, Section 500, et seq.; and
3. The Board has authorized grant funding of the Project hereafter described in an amount not exceeding Two Hundred Fifty Thousand Six Hundred Seventy Dollars (\$250,670).

NOW THEREFORE, the parties agree as follows:

SECTION 1. PROJECT DESCRIPTION.

The Project shall be known as Renovation of the Mariposa County Jail

The Project generally consists of renovation, rehabilitation and expansion of the jail per the approved plans, specs, and bid materials.

SECTION 2. INCORPORATION OF DOCUMENTS AND GRANTEE COMMITMENTS.

This contract incorporates the following documents:

- (a) Exhibit A, Project Description and Budget;
- (b) Exhibit B, Grant Contract Standard Conditions;
- (c) Exhibit C, Fair Employment Practices Addendum;
- (d) Exhibit D, Trustee Agreement;
- (e) Exhibit E, Title 15, California Administrative Code, Section 500, et seq., is incorporated herein by reference; and
- (f) Upon their completion, final architectural plans and specifications approved by the State Board or any changes approved by the State Board are incorporated herein by reference and made a part of this contract.

In the event of any inconsistency in the contract documents, except as otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (1) The Grant Contract; (2) Exhibit A; (3) Exhibit B; (4) Exhibit E; (5) Exhibit C; (6) Exhibit D; and (7) Exhibit F.

Grantee accepts and agrees to comply with all terms, provisions, conditions and commitments of this contract, including all incorporated documents.

SECTION 3. GRANT AMOUNT. LIMITATION ON GRANT AMOUNT.

Subject to all terms and provisions of this contract, the Grantee agrees to match the grant to an amount which equals 25% of the total contract amount. In no event shall the Board be obligated to pay any amount in excess of \$250,670 on account of Project costs. Grantee waives any and all claims against the Board and the State of California on account of Project costs which may exceed the sum of \$ 250,670.

However, if the Department of Finance certifies that savings will result to the state as a result of the county not receiving its full allocation as authorized by subdivision (c) of section 3 of Chapter 444 of the Statutes of 1984 (AB 3805), because of the county lowering its total project cost, the Department of Finance may waive all or a portion of the requirement that the county comply with the 25 percent matching fund requirement on those terms as the Department of Finance may deem appropriate.

SECTION 4. AVAILABILITY OF FUNDS.

Grantee agrees that the Board's obligation to pay any sums to the grantee under any provision of this contract is contingent upon the availability of sufficient funds in the County Jail Capital Expenditure Fund, and, is subject to any limitations set forth in the County Jail Capital Expenditure Bond Act of 1981, or enacted in the Budget Act for the fiscal year in which the project funds are appropriated.

SECTION 5. COMPLETION OF PROJECT.

Grantee agrees to proceed expeditiously with, and complete, the Project in accordance with the grant application, plans and specifications as approved by the Board.

SECTION 6. GRANTEE'S PAYMENT OF PROJECT COSTS.

Grantee agrees to timely pay any and all costs connected with the Project, including, without limitation, any and all Project costs exceeding the Board share of the Project costs.

SECTION 7. INDEMNIFICATION.

The Grantee agrees to indemnify the State of California, the Board, and their officers, agents and employees against and to hold the same free and harmless from any and all claims, demands, damages, losses, costs, expenses, or liability due to or incident to the design, construction, operation, repair, maintenance, existence or failure of the Project.

SECTION 8. TERM.

This contract shall take effect upon the date the State Board of Corrections approves the contract, following its approval or exemption from approval by the State Department of Finance, and shall remain in effect until the project is completed in accordance with terms hereinafter specified or unless terminated pursuant to applicable conditions of this contract.

IN WITNESS THEREOF, the parties have executed this contract on the dates set forth below:

STATE BOARD OF CORRECTIONS

By: _____
NORMA PHILLIPS LAMMERS, EXECUTIVE OFFICER

Date: _____

"GRANTEE"

By: Beverly Barrick
BEVERLY BARRICK, Chairman Board of Supervisors

Date: January 14, 1986

EXHIBIT "A"
PROJECT DESCRIPTION

EXHIBIT A

Project Description and Budget

SCOPE OF WORK

A. Project Description.

Provide a concise description of the exact project, or that portion or phase of a project, to be completed with these grant monies and the required county matching funds. (i.e., number of beds and support activities being funded; square footage, etc.)

PROJECT DESCRIPTION:

Renovation to the existing Mariposa County Jail. The work includes the following major elements:

1. Renovate and upgrade stand-by power supply - new generator and transfer switching system.
2. Upgrade to current code requirements the ventilation, heating and cooling systems - provide 100% outside air, replace various HV/AC units and new ducting - tie system into stand-by power supply.
3. Provide new electro-mechanical lock system in cell block areas for better security and emergency fire life safety control. Provide centralized control.
4. Provide new kitchen, storage and can wash area for a total of 489.00 square feet of new addition.
5. Upgrade laundry system by separating from food preparation area. Provide more work space within existing laundry area. Total of 67 square feet of remodel area.
6. Provide new fire hose assemblies within the security area of the inmate housing units. Provide new 3" ϕ fire supply line to same.
7. Replace existing domestic hot water supply and boiler system. Replace all toilet/sink and shower units in old section of jail cell blocks.
8. Renovate detoxification unit to provide new toilet/sink unit and sprinkler head to improve life safety and health conditions.
9. Replace audio monitors and install new CCTV in security areas, both interior and exterior. Provide expanded existing control system in central control room to monitor audio CCTV and lock systems.
10. Install new fire alarm system to include smoke and heat detectors and annunciating system. System to be remote and local.

EXHIBIT A

Project Description and Budget

SCOPE OF WORK

B. Project Activities.

This section and the following section (C) should outline the grantee's basic construction management plan. This information should highlight the Grantee's contracting procedures (competitive bid or sole source), management procedures, and techniques that will be employed to monitor/control the project. Identify individuals who are part of the project team and their functions.

- a. The completed and state approved Construction Documents will be going to competitive bid for selection of General Contractor.
- b. The successful General Contractor, as part of his contract agreement will submit for review and approval a construction schedule that will be followed for purpose of job site inspection by the Architect, for pay voucher review and for budgeting County and State funds for payments to Contractor.
- c. The Architect, and their engineering consultants, will be providing complete project administration services during the course of construction which will include weekly job site reviews, payvoucher reviews and recommendation for payment to Owner, and closeout punch list. The Architect will be coordinating with the County's representative from the Sheriff's Department to keep them informed of the ongoing progress of the construction. Roderic Sinclair, Commander Administrative Services, will be the County's agent for this project.

EXHIBIT A

Project Description and Budget

SCOPE OF WORK

C. Financial Plan.

In this section detail the plan for securing match and dates match will be available. Cash flow projections need to be included here. This data should be precise, as it will be utilized for scheduling the sale of bonds. Per Article 14, B.(1) of the standard grant conditions, indicate which option the county is selecting for receipt of State funds.

EXHIBIT A

Project Description and Budget

SCOPE OF WORK

D. Project Master Schedule.

Summary of Project Costs

<u>PROJECT BUDGET</u>	<u>State Funds</u>	<u>MATCH</u>	
		<u>Hard</u>	<u>Soft</u>
A. Site Acquisition (Based on actual acquisition cost or fair market value)*	<u>\$XXXXXX</u>	<u>\$XXXXXX</u>	<u>\$ -0-</u>
B. Architectural (Prearchitectural design through project completion.)	<u>\$XXXXXX</u>	<u>\$ 25,500</u>	<u>\$ -0-</u>
C. E.I.R. Preparation Costs	<u>\$XXXXXX</u>	<u>\$XXXXXX</u>	<u>\$ -0-</u>
D. Construction Management	<u>\$XXXXXX</u>	<u>\$ -0-</u>	<u>\$ -0-</u>
E. County Management and Administration	<u>\$XXXXXX</u>	<u>\$XXXXXX</u>	<u>\$ -0-</u>
F. Construction and Equipment (Breakdown of costs attached)	<u>\$ 250,670</u>	<u>\$ 97,765</u>	<u>\$ -0-</u>
G. Other <u>Kitchen Equipment</u> _____ _____ _____	<u>\$XXXXXX</u>	<u>\$ 8,738</u>	<u>\$ -0-</u>
TOTALS	<u>\$ 250,670</u>	<u>\$ 132,003</u>	<u>\$ -0-</u>

*If "fair market value" is claimed, attach resolution from the County Board of Supervisors certifying the value.

CONSTRUCTION COST BREAKDOWN
(Construction)

COUNTY: Mariposa DATE: 1/14/86

PROJECT DIRECTOR: Commander Rod Sinclair

Classification of Costs*

Total Costs

Division 0 - Bidding and Contract Requirements

\$ 7,325

Division 1 - General Requirements

\$ 28,536

Division 2 - Site Work and Landscaping

\$ 3,125

Total Costs

Division 3 - Concrete

\$ 20,173

Division 4 - Masonry

\$ 4,375

Division 5 - Metals

\$ 4,735

Total Costs

Division 6 - Wood and Plastic

\$ 4,088

Division 7 - Thermal and Moisture Protection

\$ 4,378

Division 8 - Doors and Windows

\$ 2,768

Total Costs

Division 9 - Finishes

\$ 17,396

Division 10 - Specialties

\$ 22,302

Division 11 - Equipment

\$ 58,969

Total Costs

Division 12 - Furnishings

\$ -0-

Division 13 - Special Construction

\$ -0-

Division 14 - Conveying Systems

\$ -0-

Division 15 - Mechanical

Total Costs

\$115,008

Division 16 - Electrical

\$ 55,257

Division 17 - Contingency**

\$ -0-

TOTAL STATE CONSTRUCTION COSTS \$250,670

TOTAL LOCAL CONSTRUCTION COSTS \$132,003

TOTAL CONSTRUCTION BUDGET \$382,673

*The above divisions reflect major cost areas for construction projects as identified by the Construction Specifications Institute. The subtotal presented for each division is to reflect the total costs attributable to that division. Within each division identify the sub-elements such as work, materials, etc. that are to be provided/completed for your project. These costs represent engineering estimates of the anticipated costs for each sub-element. Any changes must comply with the administrative procedure governing intrabudget transfers.

**"Division 17-Contingency" shall not exceed 10% of the total costs of the preceding divisions. If the contingency is reimbursed by State funds this category will be reviewed by the State when the project is 50% complete. The funds remaining in the contingency category may be reduced to 5% of the balance available and the other 50% will be returned to the State for disbursement to other counties.

EXHIBIT D

TRUSTEE AGREEMENT

WHEREAS, Penal Code Section 4400 through 4422 of Title 4.5 and Section 4450 through 4471 of Title 4.6 appropriates funds to the Board of Corrections for grants for capital improvement of county jails, and

WHEREAS, the County of Mariposa has been awarded a grant in the amount of \$ 250,670 for County Jail Capital Construction Fund Grant Contract between the State Board of Corrections and Mariposa County

WHEREAS, the Board of Corrections requires the grant funds to remain under the control of the Board until project progress can be verified and approved, therefore,

IT IS THE INTENT OF THE COUNTY OF MARIPOSA to establish a capital project fund/trust account on this Project and as such hereby appoints County Auditor Evelyn N. Billings and/or ^{her designee} as trustee of this fund and authorizes and directs the trustee to make disbursements from the capital project fund/trust account as described hereunder.

The Trustee shall:

1. Insure the receipt and deposit of all monies as shall be transferred to ~~him~~/her from the state and Mariposa County for the capital project fund/trust account. Such fund shall be established for the express purpose of disbursements for claims relating to the County Jail Capital Construction Fund Grant Contract of Mariposa County for which a grant was made from the Board of Corrections, State of California. The fund shall be referred to Number N/A if the fund is established with an independent fiduciary agent.

2. Establish subaccounts within this fund in order to separately account for the state funds and the Mariposa County funds.

3. Make all disbursement from such fund only upon receipt of the original copy of a requisition request which has been signed by the Chairman of the Board of Supervisors of Mariposa County _____, the Architect, Donald Grover project officer and _____, the Board of Corrections Executive Officer. Disbursement shall be made in the following ratio:

65 % State Funds

35 % County of Mariposa Funds

4. Insure the investment of funds deposited in this account and that the interest earned on these funds is maximized. The percent of interest earned on state funds shall be at least the same as the percent of interest earned on the state's pooled investment funds.

5. Not release any state funds prior to receipt of a copy of the fully executed contract between the state and the Chairman, Board of Supervisors County of Mariposa.

6. Release from the capital project fund/trust account to the state the interest earned on the state funds upon written authorization of _____, Executive Officer of the Board of Corrections.

7. Release from the capital project fund/trust account to the County
of Mariposa the interest earned on the Mariposa County funds
Chairman, Board of Supervisors
upon written authorization of County of Mariposa the
project officer.
8. Upon receipt of written notice of cancellation of the contract by the
state, release the remaining state funds in the capital project
fund/trust account to the state upon written authorization of
Executive Officer of the Board of Corrections.
9. Upon payment of all claims for this project and receipt of written
notice of project completion from the Board's Executive Officer and
Chairman, Board of Supervisors
County of Mariposa Project Officer, release the remaining
state funds in the capital project fund/trust account to the state and
release the remaining Mariposa county funds to Mariposa
County.

Mariposa County
NAME OF COUNTY

Beverly Barrick, Chairman
Board of BY Supervisors

Beverly Barrick
SIGNED

January 14, 1986
DATE

Approved:

NORMA PHILLIPS LAMMERS
Executive Officer
Board of Corrections

Evelyn N. Billings, Auditor
NAME OF TRUSTEE

Florence M. Seely, Asst. Auditor
BY

Florence M. Seely
SIGNED

January 15, 1986
DATE

DATE