

BOARD OF SUPERVISORS -COUNTY OF MARIPOSA

RESOLUTION NO. 74-74

1 WHEREAS, Section 1752.1 of the Welfare and Institutions Code of  
2 the State of California provides that the Director of the Youth  
3 Authority may enter into contracts, with the approval of the  
4 Director of Finance, with any county of this State upon request of  
5 the Board of Supervisors thereof, wherein the Department of the  
6 Youth Authority agrees to provide diagnostic and treatment services  
7 and temporary detention during the period of study of the County  
8 of selected cases of persons eligible for commitment to the Depart-  
9 ment of the Youth Authority in connection with the operation of the  
10 Juvenile Court, and

11 WHEREAS, the County of Mariposa desires to enter into such above  
12 mentioned contract with the Director of the Youth Authority,

13 NOW, THEREFORE, BE IT RESOLVED that Herbert R. Davis, Jr.,  
14 Chairman of the Board of Supervisors, County of Mariposa, State  
15 of California, is hereby authorized to sign said Agreement, for  
16 the fiscal year 1974-1975.


17 PASSED AND ADOPTED by the Board of Supervisors of the County  
18 of Mariposa, State of California, this 23rd day of July, 1974,  
19 by the following vote:

20 AYES: Davis, Hurlbert, Long, Moffitt, Richardson.

21 NOES: None

22 NOT VOTING: None

23 ABSENT: None

24   
25 HERBERT R. DAVIS, JR.  
Chairman of the Board

26 ATTEST: ELLEN P. RITTER,  
27 County Clerk and Ex-Officio  
Clerk of the Board of Supervisors

28 by Donna Matlock  
DONNA MATLOCK, Deputy Clerk

AGREEMENT FOR DIAGNOSTIC AND TREATMENT  
SERVICES AND TEMPORARY DETENTION IN  
RECEPTION CENTERS AND CLINICS OF THE  
DEPARTMENT OF THE YOUTH AUTHORITY

Contract No. 155

THIS AGREEMENT, made and entered into this 1st day of July, 19 74,  
at Sacramento, California, by and between the STATE OF CALIFORNIA, through its duly  
appointed, qualified and acting Director of the Youth Authority, hereinafter called  
the State, and the COUNTY OF MARICOPA, hereinafter called the County.

WHEREAS, Section 1752.1 of the Welfare and Institutions Code of the State  
of California provides that the Director of the Youth Authority may enter into con-  
tracts, with the approval of the Director of Finance, with any County of this State  
upon request of the Board of Supervisors thereof, wherein the Department of the Youth  
Authority agrees to provide diagnostic and treatment services and temporary detention  
during the period of study to the County of selected cases of persons eligible for  
commitment to the Department of the Youth Authority in connection with the operation  
of the Juvenile Court.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein  
contained, the parties hereto agree as follows:

1. In any case in which:

- (a) The Court has determined that a minor is a person described by  
Section 602, Welfare and Institutions Code, or if the Court has  
determined that a minor is a person described by Section 601 and  
a supplemental petition for commitment of such minor to the Youth  
Authority has been filed pursuant to Section 777, Welfare and  
Institutions Code, and such minor is otherwise eligible for  
commitment to the Youth Authority, and
- (b) said Court concludes that a disposition of the case in the best  
interest of the minor requires such observation and diagnosis as  
can be made at a diagnostic and treatment center of the Youth  
Authority, and

- (c) said Court Orders that such a minor be placed temporarily in such a center for a period not to exceed 90 days as authorized by Welfare and Institutions Code Section 704, and orders that the Director of the Youth Authority report to the Court its diagnosis and recommendations concerning the minor within the 90-day period.

The Department of the Youth Authority shall accept such person if it believes that the person can be materially benefited by such diagnostic and treatment services and if the Director of the Youth Authority certifies that staff and institutions are available; provided that no such person shall be transported to any facility under the jurisdiction of the Department of the Youth Authority until the Director of said Department has notified the referring Court of the place to which said person is to be transported and of the time at which he can be received.

2. The County shall execute the Court Order by transporting such person to the facility indicated by the State and returning him therefrom to the Court at no expense to the State.

3. The acceptance, temporary detention and delivery of such person shall be in accordance with instructions issued from time to time by the Director of the Youth Authority.

4. The Department of the Youth Authority shall provide diagnostic and treatment services and temporary detention during the period of study to the County for such accepted persons; and the Director of said Department shall, within the 90 days, cause such accepted person to be observed and examined and shall forward to the Court his diagnosis and recommendations concerning such minor's future care, supervision and treatment.

5. All such persons while under temporary detention by the Youth Authority pursuant to this contract shall be subject to the rules of the Youth Authority.

6. The County agrees to pay the State the sum of \$805.00 per month for each case studied, or for periods of less than a full month, County agrees to pay State 1/30th of the monthly rate per person per day, of temporary detention, such costs having been determined by the Director of the Youth Authority to be necessary to reimburse the State for the costs incurred. County shall be billed for the cost of services for the day the person is received but not for the day the person is removed from the program.

The State shall bill the County monthly, by means of itemized statements submitted in triplicate form for any such costs, and the County shall make remittance or payment thereof within thirty (30) days of receipt of any such billing.

Said remittance shall be mailed to:

Department of the Youth Authority  
Departmental Accounting Office  
714 P Street  
Sacramento, California 95814

7. The period of this Agreement is from July 2, 1974 to June 30, 1975, inclusive; provided that the Agreement may be terminated by either party giving 30 days notice in writing.

8. Contractor agrees to conform to the Fair Employment Practices Addendum attached hereto and made a part hereof.

I hereby certify that all conditions for exemption have been complied with and this contract is exempt from Department of General Services' approval per Exemption Notice No. 403.

STATE OF CALIFORNIA  
Department of the Youth Authority

By \_\_\_\_\_

Title \_\_\_\_\_

COUNTY OF MARIPOSA

By   
Title Chairman, Board of Supervisors

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 contract.

FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex, age\*, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, sex, age, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of this Fair Employment Practices section.

2. The Contractor will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices Commission, or any other agency of the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

3. Remedies for Willful Violation:

- (a) The State may determine a willful violation of the Fair Employment Practices provision to have occurred upon receipt of a final judgment having that effect from a court in an action to which Contractor was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order, under Labor Code Section 1426, which has become final, or obtained an injunction under Labor Code Section 1429.
- (b) For willful violation of this Fair Employment Practices provision, the State shall have the right to terminate this contract either in whole or in part, and any loss or damage sustained by the State in securing the goods or services hereunder shall be borne and paid for by the Contractor and by his surety under the performance bond, if any, and the State may deduct from any moneys due or that thereafter may become due to the Contractor, the difference between the price named in the contract and the actual cost thereof to the State.

\* "It is unlawful employment practice for an employer to refuse to hire or employ, or to discharge, dismiss, reduce, suspend, or demote, any individual between the ages of 40 and 64 solely on the ground of age,..." (Labor Code Section 1420.1)