

CONTRACT ROUTING SHEET

Date Prepared: 05/16/08

Need Date: 5/27/08 or ASAP, Rush Please
BOS Agenda date: 06/10/08
08-0803

PROCESSING DEPARTMENT:

Department: Probation Department

Dept. Contact: Diane Hofsommer

Phone #: 621-5957

Department: _____

Head Signature: *[Signature]*

CONTRACTOR:

Name: County of Del Norte, Bar-O Boys Ranch

Address: 15005 Highway 199 Gasquet, CA 95543

Phone: 707-457-3582

[Vertical Stamp: RECEIVED COUNTY COURSE...]

CONTRACTING DEPARTMENT: Probation Department

Service Requested: Juvenile Court ordered confinement of EDC wards.

Contract Term: 07/01/08 - 06/30/09 Contract Value: Not-stated; \$15 K

08/09 budget

Compliance with Human Resources requirements? Yes: _____ No: _____

Compliance verified by: N/A

COUNTY COUNSEL: (Must approve all contracts and MOU's)

Approved: ✓ Disapproved: _____ Date: 5/23/08 By: *[Signature]*

Approved: _____ Disapproved: _____ Date: _____ By: _____

See Memo

ASSIGNMENT
DATE: 5/21/2008
ATTORNEY: MIKE C
LEFT INDEX NO.: 25000
BY: AAC

PLEASE FORWARD TO RISK MANAGEMENT. THANKS!

RISK MANAGEMENT: (All contracts and MOU's except boilerplate grant funding agreements)

Approved: ✓ Disapproved: _____ Date: 5/28/08 By: *[Signature]*

Approved: _____ Disapproved: _____ Date: _____ By: _____

RECEIVED
HUMAN RESOURCES DEPT
MAY 28 PM 2:29

OTHER APPROVAL: (Specify department(s) participating or directly affected by this contract).


Departments: N/A

Approved: _____ Disapproved: _____ Date: _____ By: _____

Approved: _____ Disapproved: _____ Date: _____ By: _____



OFFICE OF COUNTY COUNSEL
INTER-DEPARTMENT MEMORANDUM

TO: Diane Hofsommer, Probation Department
FROM: Mike Ciccozzi, Deputy County Counsel 
DATE: May 23, 2008
RE: County of Del Norte contract

Diane,

Pursuant to your request, I have reviewed the proposed contract with the County of Del Norte regarding the Bar-O-Boys Ranch. I have approved the contract for legal sufficiency. I would note for the future the following items that could be employed to clarify some provisions of the contract:

1. Under Factual Background, if the County is not reserving any places at the Del Norte facility, there is no need to include the final "Whereas" provision.
2. Page 2, paragraph 3 presently could be read as requiring the County to pay \$3,150.00 per month in order to reserve zero (0) placements at the Del Norte facility. If we are reserving zero places we shouldn't be paying any money. If we are reserving zero placements, this provision should either be deleted or the amount being paid should be zero dollars.
3. Page 2, paragraph 5 regarding indemnity provides that the County should defend and indemnify Del Norte for injuries or death to any person. The provision then goes on to indicate that if the claims or losses are the result of the negligence or willful misconduct of Del Norte then Del Norte will defend and indemnify the County. Generally speaking mutual indemnity provisions with another County are fine, however the mutuality of indemnity should be equal. In this case, El Dorado County is indemnifying regardless of whether the claim arises from the negligence of El Dorado County. In contrast, Del Norte County only indemnifies if they are found to have acted negligently or willfully in bringing about the injury. As you can see their indemnity liability is more limited than ours. The indemnity liability of El Dorado County should be limited to claims that are alleged to have arisen from the negligence

of El Dorado County. Likewise, Del Norte should defend and indemnify El Dorado County where the claims are alleged to have arisen from the negligence/willful misconduct of Del Norte. By including the language “alleged to have arisen from” or similar language, we can argue that they are obligated to defend from the beginning of the lawsuit. Under the language as it exists if both El Dorado County and Del Norte are sued on the theory that the negligence of Del Norte led to the injury, Del Norte could decline to defend El Dorado County. Del Norte County would only be liable to reimburse El Dorado County for the attorney fees incurred by El Dorado County in defending the lawsuit if Del Norte County is found negligent. If Del Norte settles the lawsuit, El Dorado County ends up having to pay for its own attorney.

4. Page 3, paragraph 6, provides that the contract will renew year to year unless terminated by either party. Some limits should be placed on the right to terminate the agreement. By way of example, there should be a requirement that the party seeking to terminate the agreement notify the other party of that intention in writing at least 30 days prior to the date of termination. That way if they decide to terminate and you have a juvenile placed there, you'll have some time to work on new placement. While paragraph 9 has similar language, it is unclear if that language would apply to the decision to not renew the contract. You could simply add to paragraph 6 “as provided in paragraph 9” to the end of the last sentence.
5. Page 3, paragraph 8 provides that Del Norte can terminate the placement of any ward at any time. That's fine, but we should have some language in there that they will give us notice in advance of the date of termination and will continue with the placement for a reasonable period of time while we find new placement for the ward. You guys can decide on how much notice and time for new placement you need.
6. Finally, Charter provision 602 provides, “Each contract shall identify the county officer or employee with responsibility for administering the contract.” The contract as presented does not identify our county officer with responsibility for administering the contract. Just indicating that notice should be sent to Joseph S. Warchol II is not sufficient. I suggest that this time in paragraph 22 you type in “Contract Administrator” either next to or under Joseph S. Warchol II. In the future add a provision specifically identifying the contract administrator.

If you have any questions, please feel free to give me a call. Mike.