

## Exhibit 6313 MEMORANDUM OF UNDERSTANDING (6200)

(May 2003)

Between the California Youth Authority (CYA) and the California Department of Forestry and Fire Protection (CDF) to delineate the financial and maintenance responsibilities at

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Conservation Camp.

### MAINTENANCE AND REPAIR RESPONSIBILITIES

The California Department of \_\_\_\_\_, having possession and/or control of this camp, will herein be known as the Owing Department. Maintenance and repair is the responsibility of the Owing Department for official camp facilities. Facilities are herein described as structures, improvements such as roads, sidewalks, and landscaping, and systems such as electrical, water, and sewer, constructed or placed on the conservation camp property, whether contiguous or not, that are part of the conservation camp operation. Unofficial facilities, or those not accepted in writing by the Owing Department, remain the financial responsibility of the department who constructed, occupies, or utilizes the facility. Included in this memorandum is a listing of unofficial facilities along with designation of the department whose responsibility it is for maintenance and repair of each.

1. The owning department shall be responsible for all modifications, renovations, remodeling, or enlargement of any facility regardless of financial source. Modifications will be undertaken in accordance with established policy of the Owing Department.
2. The Owing Department is responsible for all routine maintenance and repairs to all facilities, except as otherwise noted in this agreement. This will include, but not necessarily be limited to, the interior and exterior of all buildings, attachments, electrical systems, mechanical systems, water systems, sewer systems, plumbing fixtures, kitchen grease collection systems, landscaping, roadways, parking lots, fire sprinklers, emergency power supply, fences, and smoke detection and alarm systems. Repair of inmate damaged facilities or equipment will be handled as specified in the current Interagency Agreement.

[Include a list of all unofficial facilities, indicating which department has the responsibility for maintenance and repair. **Remove all bracketed instructions when finalizing this memorandum**]

Maintenance, repair, and replacement of equipment and property items, whether attached to a facility or not, is the responsibility of the department upon whose property list each item exists. Those significant items not on either department's property list will be listed below for designation of maintenance, repair, and replacement responsibility.

1. Maintenance, repair, and replacement of all equipment items and tools relating to the health and welfare of wards, whether freestanding or attached to a structure, will normally be the financial responsibility of CYA. This includes, but is not limited to, beds, night stands, lockers, tables, chairs, kitchen equipment, laundry equipment, external security lighting systems, custody related signs, hobby tools and equipment, and similar items. Included is any property carried on CYA records, such as refrigerators, freezers, dishwashers, ward paging systems, vocational education equipment, and office equipment utilized by CYA.
2. Maintenance, repair, and replacement of all equipment items and tools related to emergency response and the work mission will normally be the financial responsibility of CDF. This includes, but is not limited to, shop and in-camp project equipment items and tools, emergency response equipment items and tools and safety equipment and clothing. Also included is any property carried on CDF records.

[Include a list of exceptions to the normal maintenance, repair, and replacement procedures within the camp, and of significant equipment items not appearing on either departments property list, indicating which department has the responsibility for maintenance, repair, and replacement]

Provision of supplies and supervision of housekeeping chores is the responsibility of the department having occupancy of each particular area. Areas common to both departments are herein listed along with designation of which department is responsible for supplies and supervision of housekeeping.

[Include a list of all areas common to both departments, indicating which department has the responsibility for provision of supplies and supervision of housekeeping]

The Stationary Engineer, or Water and Wastewater Operator, is provided by \_\_\_\_\_ (if any). Technical guidance and trouble shooting assistance is available to the cooperating department on request, not to exceed 20 hours per week.

Both departments recognize that budgetary constraints may necessitate the expenditure of funds in areas not normally their responsibility. Either department may expend funds for maintenance or repair that is normally the responsibility of the other with the permission of the responsible department. In these instances, agreements will be negotiated between the Camp Division Chief and the Camp Superintendent.

## OPERATIONAL FINANCIAL RESPONSIBILITIES

Normal financial responsibilities are as follows:

The Owning Department pays all necessary licenses, taxes, permits, and fees required for operation of the camp, and provides water and sewer facilities or connection to an outside utility.

**CDF** typically pays for:

- Water and sewer
- Septic tank and grease trap pumping
- Removal of hazardous waste generated by automotive maintenance
- Removal of hazardous waste generated by a work project
- Removal of hazardous waste generated by a camp manufacturing project
- Pest control relative to facilities and grounds except as listed below
- CDF telephones and FAX system operation

**CYA** typically pays for:

- LPG or natural gas and electrical service
- Pest control relative to food service and ward living quarters
- Kitchen grease disposal
- Removal of hazardous waste generated by vocational education
- CYA telephones and FAX system operation
- Solid waste disposal

If provision of one or more of the utilities or services is unique, or constitutes a hardship on one of the departments, a cost share agreement indicating the apportionment of financial responsibility may be negotiated between the Camp Superintendent and the Camp Division Chief, and will become part of this memorandum.

[Attach a list of exceptions or additions to the normal provision of utilities and services. Indicate any cost apportionment necessary to operate the camp properly]

This Memorandum of Understanding has been negotiated and proposed by:

\_\_\_\_\_  
Camp Superintendent

\_\_\_\_\_  
Camp Division Chief

Reviewed and approved by:

\_\_\_\_\_  
Camps Branch

\_\_\_\_\_  
Unit Chief

[\(see Table of Contents\)](#)