

Board Members

Doug Verboon, District 3, Chairman
Craig Pedersen, District 4, Vice Chairman
Joe Neves, District 1
Richard Valle, District 2
Richard Fagundes, District 5



Staff

Rebecca Campbell, County Administrative Officer
Lee Burdick, County Counsel
Catherine Venturella, Clerk of the Board

Board of Supervisors Regular Meeting Agenda

Date: Tuesday, February 25, 2020
Time: 9:00 a.m.
Place: Board of Supervisors Chambers, Kings County Government Center
1400 W. Lacey Boulevard, Hanford, California 93230

☎ (559) 852-2362 ❖ FAX (559) 585-8047 ❖ website: <https://www.countyofkings.com>

In compliance with the Americans with Disabilities Act, if you require a modification or accommodation to participate in this meeting, including agenda or other materials in an alternative format, please contact the Board of Supervisors Office at (559) 852-2362 (California Relay 711) by 3:00 p.m. on the Friday prior to this meeting. The Clerk of the Board will provide assistive listening devices upon request.

As a courtesy to those in attendance, please silence cell phones, pagers and electronic devices.

- I. 9:00 AM **CALL TO ORDER**
ROLL CALL – Clerk of the Board
INVOCATION – Andrew Cromwell – Koinonia Church
PLEDGE OF ALLEGIANCE

- II. **UNSCHEDULED APPEARANCES**
Any person may directly address the Board at this time on any item on the agenda, or on any other items of interest to the public, that is within the subject matter jurisdiction of the Board. Five (5) minutes are allowed for each item.

- III. **EMPLOYEE RECOGNITION – REBECCA CAMPBELL/EDWARD HILL**
Presentation to Czarina Marasigan, Public Health Nurse I, from the Department of Public Health for being selected as Outstanding Employee of the 1st Quarter, 2020.

- IV. **APPROVAL OF MINUTES**
Approval of the minutes from the February 11, 2020 regular meeting.

- V. **CONSENT CALENDAR**
 - A. **County Counsel:**
Consider appointing Ronnie Fagundes and reappointing Wes Yeary and Robert Lohse as Trustees of the Hanford Cemetery District to serve the remainder of their four-year terms which began on January 6, 2020 and will expire on the first Monday of January 2024.



VI.

REGULAR AGENDA ITEMS

A. Community Development – Greg Gatzka Administration – Rebecca Campbell

1. Consider:
 - a. Retroactively approving the First Amendment to State Agreement No. CCC-18-20012, for U.S. Census efforts and authorizing the County Administrative Officer to sign the Amendment; and
 - b. Approving the budget change. **(4/5 vote required)**

B. Human Resources - Henie Ring/Carolyn Leist

Consider approving a new job specification for Deputy Director, Economic and Workforce Development and set the salary at Range 258.0 (\$7,835-\$9,559).

C. Job Training Office – Lance Lippincott

Consider approving the contract between the County of Kings-Job Training Office and ProPath, Inc. to conduct employability workshops within the County in an amount not to exceed \$40,000.

D. Probation Department – Kelly Zuniga

1. Consider:
 - a. Authorizing the Chief Probation Officer to sign a Memorandum of Understanding with the Superior Court of California to provide pretrial services in Kings County; and
 - b. Allocating 1.0 Full Time Equivalency Deputy Probation Officer III; and
 - c. Approving the purchase of five computers and desk-top scanners; and
 - d. Approving the budget change. (4/5 Vote Required)

E. Administration – Rebecca Campbell/Julianne Phillips

1. Consider authorizing the Chairman to sign a letter in response to a Non- Governmental Organization letter to the Department of Water Resources regarding the implementation of the Sustainable Groundwater Management Act.
2. Consider:
 - a. Approving participation in the 2020 Dry Year Water Transfer Program; and
 - b. Authorizing the County Administrative Officer or her designee to execute the Buyer-Seller Agreement(s) upon receipt from State Water Contractors, Inc. subject to County Counsel Review.
3. Consider approving a letter to the California Department of Food and Agriculture supporting the Lakeside Dairy Digester Cluster grant proposals by Maas Energy Works, which includes the signatures of all five members of the Board.
4. Consider adopting the State and Federal Legislative Platform for calendar year 2020.

VII.

PUBLIC HEARING

A. Administration – Rebecca Campbell/Roger Bradley

Hold a public forum to receive public comment regarding the Sheriff's Office's provision of information about and access to detained individuals to the Immigration and Customs Enforcement Agency.



VIII. BOARD MEMBERS ANNOUNCEMENTS OR REPORTS

On their own initiative Board Members may make a brief announcement or a brief report on their own activities. They may ask questions for clarification, make a referral to staff or take action to have staff place a matter of business on a future agenda (Gov. Code Section 54954.2a).

- ◆ Board Correspondence
- ◆ Upcoming Events
- ◆ Information on Future Agenda Items

IX. CLOSED SESSION

- ◆ **Significant exposure to litigation.** 1 case [Govt. Code Section 54956.9 (d)(2), (e)(1)]

X. ADJOURNMENT

The March 3, 2020 meeting has been cancelled due to Board participation in the National Association of Counties Conference. The next regularly scheduled meeting is scheduled for March 10, 2020, at 9:00 a.m.

XI. 11:00 AM CALIFORNIA PUBLIC FINANCE AUTHORITY REGULAR MEETING CANCELLED

XII. 1:30 PM KINGS COUNTY HOUSING AUTHORITY BOARD OF DIRECTORS REGULAR MEETING CANCELLED

XIII. 2:00 PM KINGS IN-HOME SUPPORTIVE SERVICES BOARD REGULAR MEETING CANCELLED

FUTURE MEETINGS AND EVENTS

March 3	9:00 AM	Regular Meeting Cancelled – National Association of Counties Conference
March 10	9:00 AM	Regular Meeting
March 17	9:00 AM	Regular Meeting
March 17	11:00 AM	California Public Finance Authority Regular Meeting
March 24	9:00 AM	Regular Meeting
March 24	1:30 PM	Kings County Housing Authority Board of Directors Regular Meeting
March 24	2:00 PM	Kings In-Home Supportive Services Board Regular Meeting
March 31	9:00 AM	Regular Meeting
March 31	11:00 AM	California Public Finance Authority Regular Meeting

Agenda backup information and any public records provided to the Board after the posting of the agenda will be available for the public to review at the Board of Supervisors office, 1400 W. Lacey Blvd, Hanford, for the meeting date listed on this agenda.



COUNTY OF KINGS BOARD OF SUPERVISORS

GOVERNMENT CENTER HANFORD, CALIFORNIA 93230 (559) 852-2362
Catherine Venturella, Clerk of the Board of Supervisors

AGENDA ITEM February 25, 2020

SUBMITTED BY: Administration – Rebecca Campbell
Department of Public Health – Edward Hill

SUBJECT: PRESENTATION TO THE EMPLOYEE OF THE QUARTER

SUMMARY:

Overview:

Your Board approved the formation of an Employee Recognition Committee in 1990. Every quarter, employees are nominated based on their outstanding performance and achievement in various departments. The nominations are reviewed and voted upon by the Committee. The Committee respectfully requests that your Board recognize and award the Employee of the Quarter with the presentation of a certificate and check in the amount approved by the Board.

Recommendation:
Presentation only.

Fiscal Impact:

The recognized employee will receive \$300, which will come from the General Fund in Budget Unit 111000 Account 92102.

BACKGROUND:

Presented with a certificate for the Employee of the Quarter will be Czarina Marasigan. Ms. Marasigan built a Foster Care Nursing Guidebook with lists of daily tasks, tips, state regulations, referral agencies and their requirements for services, referral forms, internal policies, contact directories, documentation standards, sample documentation, and fill in the blank templates for frequently used items. She has built a document that will help future nurses who step into the Foster Care Nursing role for years to come. This project is the result of Czarina's foresight of a present and future need as well as her self taught technical skills.

BOARD ACTION :

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2020.

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.

Board Members

Doug Verboon, District 3, Chairman
Craig Pedersen, District 4, Vice Chairman
Joe Neves, District 1
Richard Valle, District 2
Richard Fagundes, District 5



Staff

Rebecca Campbell, County Administrative Officer
Lee Burdick, County Counsel
Melanie Curtis, Deputy Clerk of the Board

Board of Supervisors Regular Meeting Action Summary

Date: Tuesday, February 11, 2020
Time: 9:00 a.m.
Place: Board of Supervisors Chambers, Kings County Government Center
1400 W. Lacey Boulevard, Hanford, California 93230

☎ (559) 852-2362 ❖ FAX (559) 585-8047 ❖ website: <https://www.countyofkings.com>

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As a courtesy to those in attendance, please silence cell phones, pagers and electronic devices.

- I. B1 CALL TO ORDER**
ROLL CALL – Clerk of the Board
INVOCATION – JoAnn Hawkins
PLEDGE OF ALLEGIANCE
ALL MEMBERS PRESENT
- II. B2 UNSCHEDULED APPEARANCES**
Any person may directly address the Board at this time on any item on the agenda, or on any other items of interest to the public, that is within the subject matter jurisdiction of the Board. Five (5) minutes are allowed for each item.
Lance Lippincott, Economic Workforce Development Director, stated that in October of 2018, Kings County was awarded \$250,000 in trade and economic transition grant funding. The grant was to cover services for 40 Kings County residents over 18 months. In ten months, over 90 residents had received services with a grant success rate of over 247%. In recognition of this success, the California State Economic Development Department has de-obligated funds from underperforming areas in order to award an additional \$162,000 to Kings County. Mr. Lippincott praised his staff, particularly Vince Velo, Kayla Gutierrez and Marc Jones for their work with this grant.
- III. B3 APPROVAL OF MINUTES**
Approval of the minutes from the February 4, 2020 regular meeting.
APPROVED AS PRESENTED (JN, RF, RV, CP, DV - Aye)
- IV. B4 CONSENT CALENDAR**
A. Agriculture Department:
1. Consider:
a. Approving the Memorandum of Understanding with the California Department of Food and Agriculture for the County's Seed Law Enforcement Program for Fiscal Year 2019-2020; and
b. Authorizing the Agricultural Commissioner to sign the future invoices with the California Department of Food and Agriculture for reimbursement of costs associated with the County's Seed Law Enforcement Program for Fiscal Year 2019-2020. **[Agmt 20-012]**



CONSENT CALENDAR CONTINUED

B. Behavioral Health Department:

1. Consider approving the Service Agreement with Kings View Corporation retroactively for Fiscal Years 2018-2019 and 2019-2020 to provide Electronic Health Record System Services.

[Agmt 20-013]

ITEM PULLED BY DEPARTMENT

2. Consider:
 - a. Approving the transfer of funds from Mental Health Services Act Capital Facilities and Technological Needs funds to the Public Works Department as part of the Board's approved 2017-2020 Mental Health Services Act Program and Expenditure Plan to complete the remodel of the Kings View Building; and
 - b. Approving the budget change. **(4/5 vote required)**

C. Community Development Agency:

Consider approving the Agreement of indemnification and reimbursement of extraordinary costs between CalBioGas Hanford, LLC and the County dated January 30, 2020. **[Agmt 20-014]**

ACTION: CONSENT CALENDAR APPROVED AS AMENDED (JN, RF, RV, CP, DV – Aye)

V.

REGULAR AGENDA ITEMS

B5

A. Job Training Office – Lance Lippincott

Consider authorizing the closure of the Job Training office on Friday, March 20, 2020 from 8:00 a.m. to 5:00 p.m. for Americans with Disability Act/security upgrades to the One-Stop Job Center.

APPROVED AS PRESENTED (RF, JN, RV, CP, DV - Aye)

B6

B. Library – Natalie Rencher

Consider approving the closure of all Kings County Library branches for a Staff Development Day on Friday, March 6, 2020.

APPROVED AS PRESENTED (RF, CP, JN, RV, DV - Aye)

B7

C. Public Works – Kevin McAlister/Dominic Tyburski/Rhonda Mann/Mel Laningham

1. Consider:
 - a. Approving the construction contract with Marko Construction Group, Inc. as the apparent low bidder for the Kings View Building Remodel project, awarding the base bid, additive alternate 1, and additive alternate 2 as part of the construction contract; and
 - b. Authorizing the Public Works Director to approve additional costs up to 10% of the contract amount. **[Agmt 20-015]**

APPROVED AS PRESENTED (JN, CP, RV, RF, DV - Aye)

2. Consider:

- a. Adopting a Resolution authorizing the submittal of a grant application to CalRecycle and authorizing the Public Works Director to sign all grant documents; and **[Reso 20-005]**
- b. Approving the budget change. **(4/5 vote required)**

APPROVED AS PRESENTED (RF, JN, RV, CP, DV - Aye)

3. Consider:

- a. Approving the purchase of two gasoline vans for the Public Works Department; and
- b. Approving the budget change **(4/5 vote required)**; and
- c. Authorizing the Purchasing Manager to approve the purchase order.

APPROVED AS PRESENTED (JN, RF, RV, CP, DV - Aye)



- B8** **D. Administration – Rebecca Campbell**
1. Consider appointing two members to the Kings County Homelessness Collaborative.
APPROVED AS PRESENTED (JN, RF, RV, CP, DV - Aye)
 2. Consider adopting a Resolution in supporting efforts to protect the local oil and natural gas industry and its diverse workforce in the Central Valley. **[Reso 20-006]**
APPROVED AS PRESENTED (JN, RF, RV, CP, DV - Aye)
 3. Consider:
 - a. Approving an amendment to an Agreement with Michel Y. Corbett & Associates for State legislative liaison services; and **[Admin 18-111.1]**
APPROVED AS PRESENTED (RV, CP, JN, RF, DV – Aye)
 - b. Directing the County Administrative Officer to enter into negotiations with the CrisCom Company for State Legislative Lobbying services.
APPROVED AS PRESENTED (JN, CP, RV, RF, DV - Aye)

VI. B9 STUDY SESSION

- A. Administration – Rebecca Campbell/Roger Bradley**
2020 Legislative Platform Update.
INFORMATION ONLY – NOA

VII. B10 BOARD MEMBERS ANNOUNCEMENTS OR REPORTS

On their own initiative Board Members may make a brief announcement or a brief report on their own activities. They may ask questions for clarification, make a referral to staff or take action to have staff place a matter of business on a future agenda (Gov. Code Section 54954.2a).

Supervisor Pedersen stated that he met with administration of Kings View to discuss funding and implementation of services as well as patient outcomes.

Supervisor Valle thanked Supervisor Verboon for attending the Corcoran Chamber of Commerce Banquet on February 5, 2020.

Supervisor Fagundes stated that he had been asked to assist at the tractor pull VIP tent on February 12, 2020 and was looking forward to attending that event.

Supervisor Neves stated that he has been announcing basketball games at West Hills College and that he attended the Southern California Gas Appreciation Dinner on February 10, 2020.

Supervisor Verboon stated that he attended the Tri-County Walnut Day on February 6, 2020 and the Corcoran Chamber of Commerce Banquet on February 5, 2020.

- ♦ **Board Correspondence: Rebecca Campbell stated that Board received correspondence from the State Water Resources Control Board regarding the Local Primary Agency Annual Evaluation and from the Tulare Lake Basin Water Storage District to inform the Board about the resignation of Director Walter Bricker.**
- ♦ **Upcoming Events: Rebecca Campbell stated that Census Community Forums will take place from 6:00 -7:00 p.m. on February 12, 2020 at the Home Garden Learning Center, on February 19, 2020 at the Avenal Theatre and on March 11, 2020 at the Armona Senior Center. She stated that the Black History Month Celebration will be held at the Hanford Civic Auditorium on February 29, 2020 from 6:00 to 9:00 p.m.**



- ◆ Information on Future Agenda Items: **Rebecca Campbell stated that the following items would be on an upcoming agenda: Administration – Legislative Platform Adoption, Administration – Public Forum for Transparent Review of Unjust Transfers and Holds Act, Sheriff – Advanced Step reinstatement request; Human Resources – New job specification for Deputy Director of Economic and Workforce Development, Administration – Response letter to correspondence regarding inadequate implementation of the Sustainable Groundwater Management Act, Administration – State Census Agreement Amendment, Administration – Draw down request for operations and maintenance for the Kettleman City Community Services District, Administration- State Lobbyist Contract, Human Services Agency – Medi-Cal expansion grant, Administration - Award Jail medical competency program contract and Administration - SB 81 round two juvenile center remodel project – plans, specifications, and advertising.**

VIII. ADJOURNMENT

The February 18, 2020 meeting has been cancelled due to the observance of President’s Day on February 17, 2020. The next regularly scheduled meeting will be held on Tuesday, February 25, 2020, at 9:00 a.m.

FUTURE MEETINGS AND EVENTS

February 18		Regular Meeting Cancelled due to observance of President’s Day on February 17, 2020
February 19	6:00 PM	City/County Coordinating Meeting – County hosting
February 25	9:00 AM	Regular Meeting
February 25	11:00 AM	California Public Finance Authority Regular Meeting
February 25	1:30 PM	Kings County Housing Authority Board of Directors Regular Meeting
February 25	2:00 PM	Kings In-Home Supportive Services Board Regular Meeting
March 3	9:00 AM	Regular Meeting Cancelled – National Association of Counties Conference
March 10	9:00 AM	Regular Meeting
March 17	9:00 AM	Regular Meeting
March 17	11:00 AM	California Public Finance Authority Regular Meeting

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COUNTY OF KINGS BOARD OF SUPERVISORS

GOVERNMENT CENTER HANFORD, CALIFORNIA 93230 (559) 852-2362
Catherine Venturella, Clerk of the Board of Supervisors

AGENDA ITEM February 25, 2020

SUBMITTED BY: County Counsel – Lee Burdick/Diane Walker Freeman

SUBJECT: APPOINTMENT OF TRUSTEES TO THE HANFORD CEMETERY DISTRICT

SUMMARY:

Overview:

The Board of Supervisors appoints trustees of public cemetery districts pursuant to Health and Safety Code section 9020 et seq. The Hanford Cemetery District has three (3) regularly scheduled openings on its Board of Trustees, which it has asked the Board of Supervisors to fill.

Recommendation:

Appoint Ronnie Fagundes and reappoint Wes Yeary and Robert Lohse as Trustees of the Hanford Cemetery District to serve the remainder of the four-year terms which began on January 6, 2020 and will expire on the first Monday of January 2024.

Fiscal Impact:

None.

BACKGROUND:

The Hanford Cemetery District has a five-member Board of Trustees. The Trustees serve staggered four year terms that commence on the first Monday in January. Trustees serve until the appointment and qualification of their successor. The four-year terms of Trustees Gene Hall, Wes Yeary, and Robert Lohse expired on January 6, 2020. Wes Yeary and Robert Lohse have expressed a desire to continue to serve as Trustees. However, Gene Hall tendered his resignation on December 31, 2019, effectively declining to serve another four-year term. The Clerk of the Board of Supervisors has received the application of Ronnie Fagundes who is interested in serving as a Trustee and requests appointment to the empty seat. Therefore, the District has requested that the Board of

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2020.

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.

Agenda Item

Appointment of Trustees to the Hanford Cemetery District

February 25, 2020

Page 2 of 2

Supervisors appoint Ronnie Fagundes and reappoint Wes Yeary and Robert Lohse as Trustees to the Hanford Cemetery District to fill the remainder of the four-year terms which began on January 6, 2020 and will expire on the first Monday in January 2024.

Hanford Cemetery District
10500 South 10th Avenue
Hanford, CA 93230
559.584.3937 Tel
559.584.9494 Fax

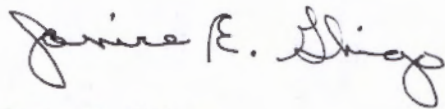
January 22, 2020

Kings County Board of Supervisors
Attn: Clerk of the Board
1400 W. Lacey Blvd.
Hanford, CA 93230

Dear Kings County Board of Supervisors:

This letter is to clarify that Mr. Wesley Yeary and Mr. Robert Lohse wish to stay on the Hanford Cemetery District Board of Trustees for at least their next term.

Regards,

A handwritten signature in black ink that reads "Janice E. Ghigo". The signature is written in a cursive style with a large, looped "G" at the end.

Janice E. Ghigo
District Manager

represent the interest of the public as a whole and not solely the interests of the board of supervisors that appointed them.

1.10. ELECTION OF OFFICERS.

1.10.1. No later than the first meeting of every calendar year, the board of trustees shall elect its officers.

1.10.1.1. The officers of the board of trustees are the chairperson, vice chairperson, and a secretary. The chairperson and vice chairperson shall be trustees. The secretary may be either a trustee or a district employee. A board of trustees may create additional officers and elect members to those positions. No trustee shall hold more than one office.

1.10.1.2. The Treasurer of Kings County shall act as the district treasurer. If the District has annual revenues greater than \$500,000 it may appoint a District Treasurer pursuant to Health & Safety Code section 9077. The County Treasurer shall receive no compensation for the receipt and disbursement of money of the district.

Authority: H&S 9028
H&S 9077

1.10.2. Terms of Office. Trustees shall hold office for four (4) years and until the qualification and appointment of their successors. The terms shall be staggered with the intent that every two years, trustees would be required to be appointed to fill either two or three trustee positions on the Board.

1.10.3. The term of office shall commence at noon on the first Monday in January.

1.10.4. Resignation of a Trustee. When a trustee deems it necessary to resign from the Hanford Cemetery District, the trustee shall inform the cemetery board of the resignation. The trustees shall inform the Board of Supervisors of the vacancy. The vacancy shall be filled by the Board of Supervisors within 90 days of its occurrence.

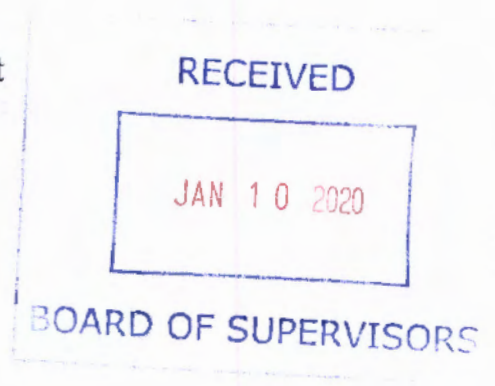
1.10.5. Any person appointed to fill a vacant office shall fill the balance of the unexpired term.

Authority: Kings County Resolution
No. 07-077, dated Dec. 11,
2007
H&S § 9024(a) & (c)
Gov't. Code § 1779

1.11. BOARD MEMBERS.

Realizing that each seat on the Board of Trustees is of utmost importance to the efficient management of the Hanford Cemetery District, each Board Member shall make a commitment to that position.

Hanford Cemetery District
10500 South 10th Avenue
Hanford, CA 93230
559-584-3937



January 10, 2020

Kings County Board of Supervisors
Attn: Clerk of the Board
1400 W. Lacy Blvd.
Hanford, CA 93239

Dear Kings County Board of Supervisors:

After 12 years of being on the Hanford Cemetery District Board, I have made the decision to resign. I have enjoyed being on the Board and learned many important things while serving the community. Please accept my resignation as of December 31, 2019.

Respectfully yours,

A handwritten signature in black ink that reads "Gene Hall". The signature is written in a cursive style.

Gene Hall

cc: Hanford Cemetery District

**Hanford Cemetery District
10500 South 10th Avenue
Hanford, CA 93230
559-584-3937**

January 10, 2020

Kings County Board of Supervisors
Attn: Clerk of the Board
1400 W. Lacy Blvd.
Hanford, CA 93239

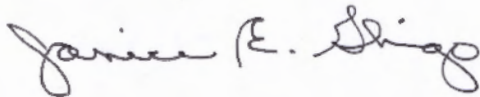
Dear Kings County Board of Supervisors:

Enclosed with this letter is the Committee Application for Appointment for Ronnie Fagundes. The Hanford Cemetery District Board feels that he would be a good fit with our Board. He is a long term resident of Hanford, residing in the Kings River District for which we have no representative at this time.

There are three Board positions coming up for renewal. Wes Yeary and Robert Lohse both opted to stay the course, with Gene Hall resigning. Mr. Hall's resignation letter is enclosed. Mr. Fagundes would be filling Mr. Hall's position.

Please add this letter and application to the Agenda of your next meeting.

Regards,



Janice Ghigo
District Manager



COUNTY OF KINGS BOARD OF SUPERVISORS

GOVERNMENT CENTER HANFORD, CALIFORNIA 93230 (559) 852-2362
Catherine Venturella, Clerk of the Board of Supervisors

AGENDA ITEM February 25, 2020

SUBMITTED BY: Community Development Agency – Greg Gatzka
Administration- Rebecca Campbell

SUBJECT: CENSUS 2020 OUTREACH AGREEMENT FIRST AMENDMENT
SUMMARY:

Overview:

On January 29, 2019, this Board adopted Resolution No. 19-005 and authorized the County Administrative Officer to enter into the State of California opt-in agreement for 2020 Census outreach funding. The County was provided \$121,055 for outreach activities and expenditures. On January 24, 2020, the California Complete Count informed the County that the State was making available an additional \$70,000 for Kings County outreach. To receive the funds, the State only needed the County's authorized agent to sign the amended agreement by February 14, 2020. As this State funding is considered an amendment to the County's opt-in agreement with the State, the Board needs to retroactively approve the amended agreement.

Recommendation:

- a) **Retroactively approve the First Amendment to State Agreement No. CCC-18-20012, and authorize the County Administrative Officer to sign the Amendment; and**
- b) **Approve the budget change. (4/5 Vote Required)**

Fiscal Impact:

The State of California is allocating an additional \$70,000 to Kings County, which will be a new appropriation of revenue to Planning in Account No. 88025 (Other Revenue), and a new appropriation to the Professional & Special Services Account No. 92037 within Community Development. Funds are for use on activities related to the 2020 Census outreach.

BACKGROUND:

The California Complete Count Census 2020 effort is a statewide outreach and awareness campaign designed to
(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2020.

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.

Agenda Item

CENSUS 2020 OUTREACH AGREEMENT FIRST AMENDMENT

February 25, 2020

Page 2 of 2

ensure an accurate and complete count of all Californians in the upcoming 2020 United States Census. Just based on the funding component, a census that undercounts Californians could cost the state billions of dollars. For every Californian missed during the Census 2020 count, the State is expected to lose approximately \$1,950 per person, per year, for 10 years, in federal program funding.

In preparation for the 2020 census, Governor Brown issued an Executive Order (B-49-18) describing California's Census 2020 initiative. The Executive Order established a California Complete Count Committee (CCC) to develop, recommend, and assist in the administration of a census outreach strategy to encourage full participation in the 2020 Census.

The State's 2020 Complete Count Census outreach campaign primarily focuses on both the geographic areas and demographic populations who are "least likely to respond." These areas and populations are commonly referred to as "hard-to-count (HTC)." The additional State funding being provided must be used for Kings County 2020 Census Outreach efforts that work to achieve the highest self-response rate on the census 2020 questionnaire.

Previously, the County received \$121,055 for 2020 Census outreach efforts and was required to prepare and submit to the State a Census Outreach Strategic Plan, as well as Implementation Plan. These have both been submitted and subsequently approved by the State, and the County is authorized to carry out various 2020 Census outreach related activities with the funding. The County recently received notice that the State wished to allocate an additional \$70,000 to the County for further outreach services. The additional \$70,000 will be combined with the first year funding and is intended to be used for more focused outreach activities throughout the County, and, in particular, it will be used for the outlying cities of Avenal, Corcoran, and unincorporated communities of Kettleman City and Stratford.

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT

STD 213A (Rev. 07/2019)

AGREEMENT NUMBER CCC-18-20012	AMENDMENT NUMBER 1	Purchasing Authority Number
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CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED **29** PAGES

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY NAME

Government Operations Agency – California Complete Count - Census 2020

CONTRACTOR NAME

Kings County

The term of this Agreement is:

START DATE

March 1, 2019 (or upon execution, whichever occurs later)

THROUGH END DATE

December 31, 2020

2. The maximum amount of this Agreement after this Amendment is: \$ 196,855.00 (Amendment adds \$ 75,800.00.)

One Hundred Ninety Six Thousand Eight Hundred Fifty Five Dollars and Zero Cents.

3. 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:

A. This agreement amends the original agreement with revisions to Exhibit A, Exhibit B, and Exhibit D. Revisions are outlined on page 1 of the attached 29 pages, titled Amendment 1.

B. This agreement adds the following exhibits:

- Exhibit A, Attachment A – 1, Additional Responsibilities and Requirements Certification
- Exhibit D, Attachment D – 1, Protection of Confidential and Sensitive Information
- Exhibit D, Attachment D – 2, Non-Disclosure Certificate
- Exhibit D, Attachment D – 3 – Volunteer Release and Waiver of Liability
- Exhibit E – Equipment Purchases

C. This agreement adds \$75,800.00 to the contract. The total amount of the contract will not exceed \$196,855.00.

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Kings County

CONTRACTOR BUSINESS ADDRESS
1400 West Lacey Blvd


CITY
Hanford

STATE | ZIP
CA | 93230

PRINTED NAME OF PERSON SIGNING
Roger Bradley

TITLE
Assistant County Administrative Officer

CONTRACTOR AUTHORIZED SIGNATURE



DATE SIGNED

2/14/20

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Government Operations Agency – California Complete Count – Census 2020

CONTRACTING AGENCY ADDRESS
400 R Street, Suite 359

CITY
Sacramento

STATE | ZIP
CA | 95811

PRINTED NAME OF PERSON SIGNING
Sara Murillo

TITLE
Assistant Director of Administration

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (if Applicable)

Public Contract Code Division 2, Part 2,
Chapter 11, Section 19150

If you agree to receive and use the additional funding in support of the above-listed funding priorities, you must submit this acceptance letter by *February 7, 2020.

*Recognizing more time may be necessary to accommodate county's procedures

Rebecca Campbell

Signature of Authorized Representative
Or his/her Designee

2-14-2020

Date

Rebecca A. Campbell

Print Name

County Administrative Officer

Title

No thank you, we respectfully decline the additional funding for the Census 2020 outreach effort.

Signature of Authorized Representative
Or his/her Designee

Date

KINGS COUNTY
OFFICE OF THE AUDITOR-CONTROLLER
BUDGET APPROPRIATION AND TRANSFER FORM

Auditor Use Only	
Date	
J/E No.	
Page	of

(A) New Appropriation

Expenditures:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	APPROPRIATION AMOUNT
General	Community Development	Professional & Service	100000 0	2700	92037	70,000
TOTAL						

Funding Sources:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	APPROPRIATION AMOUNT
General	Planning	Other Revenue	100000 0	2700	88025	70,000
TOTAL						

(B) Budget Transfer:

Transfer From:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	Amount to be Transferred Out
TOTAL						

Transfer To:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	Amount Transferred In
TOTAL						

Explanation: (Use additional sheets or expand form for more data entry rows or additional narrative, if needed.)

Dept. of Finance Approval _____ Department Head _____
Administration Approval _____ Board Approval _____

BOS meeting date: _____



COUNTY OF KINGS BOARD OF SUPERVISORS

GOVERNMENT CENTER HANFORD, CALIFORNIA 93230 (559) 852-2362
Catherine Venturella, Clerk of the Board of Supervisors

AGENDA ITEM February 25, 2020

SUBMITTED BY: Human Resources – Henie Ring/Carolyn Leist

SUBJECT: NEW JOB SPECIFICATION FOR DEPUTY DIRECTOR, ECONOMIC AND WORKFORCE DEVELOPMENT

SUMMARY:

Overview:

The Deputy Director, Economic and Workforce Development is a new classification in the Job Training Office, which will be responsible for the planning, organizing, and oversight of the Workforce Innovation and Opportunity Act. The Administrative Office and Human Resources support the recommendation discussed below.

Recommendation:

Approve a new job specification for Deputy Director, Economic and Workforce Development and set the salary at Range 258.0 (\$7,835-\$9,559).

Fiscal Impact:

No fiscal impact results from this action. The cost for this fiscal year was included in the Job Training Office's Fiscal Year 2019-2020 budget.

BACKGROUND:

Through the budget process, the Economic and Workforce Development Director (Director) requested the creation of the Deputy Director, Economic and Workforce Development (Deputy Director) as part of reorganization within the Job Training Office. The Deputy Director will be able to assist the Director with executing all of the obligations set forth in the Workforce Innovation and Opportunity Act. Additionally, the Deputy Director will assist in the planning, directing, supervision and coordination of activities performed by staff engaged in administering various workforce development programs. The funding for this position is included in the Fiscal Year 2019-2020 budget. The proposed job specification for the Deputy Director, Economic and Workforce Development is attached.

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2020.

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.

DEPUTY DIRECTOR, ECONOMIC AND WORKFORCE DEVELOPMENT

DEFINITION

Under administrative direction, to assist the Director of Economic and Workforce Development in the execution of all obligations under the Workforce Innovation and Opportunity Act; to plan, direct, supervise, and coordinate the activities of staff engaged in administering various workforce development programs; and to perform related duties as required.

DISTINGUISHING CHARACTERISTICS

The Deputy Director, Economic and Workforce Development is a single-position classification which functions as a member of the executive staff of the Job Training Office. Incumbent reports to the Director of Economic and Workforce Development, and is responsible for the planning, organizing, and oversight of the Workforce Innovation and Opportunity Act.

EMPLOYMENT AT WILL

The Deputy Director, Economic and Workforce Development classification is an “at-will” position, and is not included in the County’s classified service and the incumbent is exempt from merit system status. As such, the incumbent serves at the pleasure of the Director of Economic and Workforce Development.

EXAMPLES OF DUTIES

Duties include but are not limited to those described below. Reasonable accommodation will be made when requested and determined by the County to be appropriate under applicable law.

Assists the Director in managing and coordinating the fiscal, planning, monitoring, affirmative action and program operation activities, contract and grant writing/management, program analysis and evaluation; directs and evaluates the work of all direct report managers; assists in the development and implementation of departmental goals, objectives, policies and procedures; interprets and implements Federal, State and local laws, regulations and policies; prepares grant applications and funding contracts; administer grant funds; coordinates and evaluates the request for program funding process; analyzes, interprets and implements various workforce development program policies and regulations to assure compliance in grant program utilization; defines goals and procedures to assure quality program planning and results; develops and monitor program budgets and project work schedules; represents the department with Federal, State and local agencies, as well as with local businesses at events as needed; coordinates planning activities; develops goals and objectives and provides technical assistance to staff; oversees the development and implementation of Workforce Innovation and Opportunity Act Local and Regional Plans; develops and maintains appropriate liaison with regional, state, federal and county officials and others contacted in the course of work; manages vendors in compliance with the Workforce Innovation and Opportunity Act and County requirements; oversees Human Resources obligations within the department; and makes presentations to individuals, groups and/or before the Board of Supervisors; may act as department head in the absence of the Director.

MINIMUM QUALIFICATIONS

Any combination of education and experience that would likely provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the knowledge, skills, and abilities would be:

Education: Graduation from an accredited four-year college or university with a bachelor's degree in business, public administration, economics, social work, human resources or a related field.

Experience: Three (3) years of experience in progressively responsible supervisory work experience in the development, implementation and administration of employment and training or economic development related programs; OR, three (3) years of experience performing program strategic planning and implementation, grant writing or contract management. Possession of a Master's Degree in business, public administration, economics, social work, human resources, or a related field may substitute for up to one (1) year of the required experience.

Desirable: Experience working within a Title I Workforce Innovation and Opportunity Act agency.

License: Possession of a valid California driver's license at the time of appointment.

Special Requirements: Ability to: 1) work irregular hours including evenings and weekends; 2) travel within and outside the County and out of state travel may be required for conferences and training; and 3) qualify for a security clearance through fingerprint check and a background investigation.

Knowledge of: Principles and practices of administration, supervision, and training necessary to coordinate, supervise, and direct a public agency program; data collection and data reporting methods and techniques; practices, policies, and procedures relating to the Workforce Innovation and Opportunity Act statutes, directives, and other controlling authority; the Federal procurement requirements under 2 CFR §200; computer software programs such as word processing, spreadsheets, and database applications.

Ability to: Ability to qualify for security clearance through a background investigation which includes fingerprinting; exhibit effective interpersonal skills using tact, patience and courtesy; communicate effectively both orally and in writing with individuals and groups from various socioeconomic and cultural backgrounds; analyze situations accurately and adopt an effective course of action; learn all requirements of the Workforce Innovation and Opportunity Act; prepare clear, concise, and professional reports and correspondence; travel independently within the County to perform assigned duties and responsibilities; use a variety of office equipment, including computers in a business setting; follow safe work practices as directed and trained; safely operate a motor vehicle.

Work Environment: Work primarily in an office environment including sitting at a desk operating modern office equipment, including computer equipment and up-to-date

software programs, on the phone and in contact with others; regularly working with files and with general office equipment; hear and communicate orally, in person and on the phone; travel to trainings and attend events and meetings. May be required to lift, carry and load equipment and materials weighing up to 25 pounds for job fairs and presentations as necessary. Must have vision and hand/eye coordination for use of computer/office equipment, to drive and to read and handle legal materials and files; physical agility and strength sufficient to keyboard/operate a computer, handle files and to safely operate a motor vehicle and follow safe work practices as directed and trained.

Overtime Status: Exempt

Medical Group: C

Probationary Period: At-will status



COUNTY OF KINGS BOARD OF SUPERVISORS

GOVERNMENT CENTER HANFORD, CALIFORNIA 93230 (559)852-2362
Catherine Venturella, Clerk of the Board of Supervisors

AGENDA ITEM February 25, 2020

SUBMITTED BY: Job Training Office – Lance Lippincott

SUBJECT: CONTRACT WITH PROPATH, INC. FOR EMPLOYABILITY WORKSHOPS

SUMMARY:

Overview:

This action creates a contract between the County of Kings-Job Training Office and ProPath, Inc. to conduct employability workshops for qualifying Kings County residents.

Recommendation:

Approve the contract between the County of Kings-Job Training Office and ProPath, Inc. to conduct employability workshops within the County.

Fiscal Impact:

This contract will not affect the County General Fund. Sufficient funds have been included in the Fiscal Year 2019-2020 Budget. The maximum amount of the contract is \$40,000.

BACKGROUND:

The Kings County Job Training Office, in partnership with the Kings County Human Services Agency, provides employment opportunities for qualifying participants under the Subsidized Transition to Employment Program (STEP). This program provides a subsidy up to ten months to help businesses offset the cost of training qualified new staff hired through the program. In order to continue to increase the employability of participants in this program, additional employability workshops focusing on advanced interviewing skills, job search strategies, and effective resume writing are needed. To address this need, outside vendors were approached for quotes. A request for quote was issued and responses were received from three highly qualified organizations. After an assessment based upon multiple factors, ProPath, Inc. was selected for recommendation to the Board of Supervisors to provide these services.

(Cont'd)

BOARD ACTION :

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2020.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

CONTRACT WITH PROPATH, INC. FOR EMPLOYABILITY WORKSHOPS

February 25, 2020

Page 2 of 2

ProPath, Inc. is currently serving as the Workforce Innovation and Opportunity Act One-Stop Operator for six of the eight Central Valley workforce areas, including Kings County. ProPath, Inc. has a demonstrated history of working to increase participant employability, especially in participant populations that may have multiple barriers to employment like a lack of work history, issues with basic skills (showing up on time, dressing appropriately, etc.) minimal exposure to job search skills, or a lack of networking expertise. The goal of ProPath, Inc.'s employability workshops is to increase employability through utilization of a proven curriculum for the benefit of participant populations.

All documents associated with this contract have been reviewed and approved as to form by County Counsel.

COUNTY OF KINGS

AGREEMENT FOR SERVICES

THIS AGREEMENT is made and entered into as of the ____ day of _____, 2020, by and between the County of Kings, a political subdivision of the State of California (hereinafter "County") and ProPath, Inc. (hereinafter "Contractor").

RECITALS

WHEREAS, County requires special services which consist of conducting employability workshops for the Subsidized Transitional Employment Program; and

WHEREAS, Contractor is ready, willing, able, and qualified to perform such services.

NOW, THEREFORE, the parties mutually agree as follows:

1. SCOPE OF SERVICES

County hereby engages Contractor and Contractor shall do, perform, and carry out the services as set forth in **Exhibit A**.

2. RESPONSIBILITIES OF CONTRACTOR

Contractor possesses the requisite skills necessary to perform the work under this Agreement and County relies upon such skills. Contractor shall, at all times utilizing its ability, experience and talent, faithfully, industriously and professionally perform the work set forth in **Exhibit A** to County's reasonable satisfaction. County's acceptance of Contractor's work does not constitute a release of Contractor from its professional responsibility.

Contractor affirms that it possesses current valid appropriate licensure, including, but not limited to, driver's license, professional license, certificate of tax-exempt status, or permits, as required to perform the work under this Agreement.

3. COMPENSATION

Contractor shall not be entitled to nor receive from County any additional consideration, compensation, or other remuneration for services rendered under this Agreement except as set forth in **Exhibit B**. Should no funds or insufficient funds be appropriated for this Agreement, County reserves the right to propose an amendment or unilaterally terminate this Agreement immediately.

Upon submission of an invoice by Contractor, and upon approval of County's representative, County shall pay Contractor monthly in arrears, up to the maximum amount provided for in this section. Each invoice must include a description of services rendered, to whom, date of service and the charges according to the agreed upon method.

4. TERM

This Agreement shall be in full force and effect and shall commence on March 1, 2020, and shall terminate on June 30, 2020, unless otherwise terminated in accordance with its terms.

5. RECORDS AND INSPECTIONS.

Contractor shall maintain full, complete, and accurate records with respect to all matters covered under this Agreement. All such records shall be prepared in accordance with generally accepted accounting procedures, shall be clearly identified, and shall be kept readily accessible. County shall have free access during normal work hours to such records and the right to examine, inspect, copy, or audit them, at no cost to County. Records shall be maintained for seven (7) years after the termination of this Agreement or any extension of this Agreement.

6. AMENDMENTS

This Agreement may be modified only by a written amendment signed by Contractor and County Board of Supervisors or other representative authorized by County Board of Supervisors.

7. TERMINATION

The right to terminate this Agreement under this section may be exercised without prejudice to any other right or remedy to which the terminating party may be entitled at law or under this Agreement.

A. Without Cause. Either party shall have the right to terminate this Agreement without cause by giving the other party thirty (30) calendar days prior written notice of its intention to terminate pursuant to this provision, specifying the date of termination. If the termination is for non-appropriation of funds, County may terminate this Agreement effective immediately.

B. With Cause. This Agreement may be terminated by either party should the other party materially breach this Agreement. Upon a material breach, the non-defaulting party shall provide written notice to the defaulting party of its intention to terminate this Agreement and allow a period of ten (10) days to cure the breach. If the breach is not remedied within that ten (10) day period, the non-defaulting party may terminate the Agreement on further written notice specifying the date of termination.

Alternatively, County may elect to cure the default and any expense incurred shall be payable by Contractor to County.

C. Effects of Termination. Termination of this Agreement shall not terminate any

obligations of any liability to County for damages sustained by County because of any breach of contract by Contractor, nor to indemnify, to maintain and make available any records pertaining to this Agreement, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination contract activities.

D. Forbearance Not to be Construed as Waiver of Breach or Default. In no event shall any act of forbearance by either party constitute a waiver of any breach of this Agreement or any default which may then exist, nor shall such act impair or prejudice any remedy available to the non-breaching party with respect to the breach or default.

8. INSURANCE

A. Without limiting County's right to obtain indemnification from Contractor or any third parties, prior to commencement of work, Contractor shall purchase and maintain the following types of insurance for minimum limits indicated during the term of this Agreement and provide an Endorsed Additional Insured page from Contractor's Insurance Carrier guaranteeing such coverage to County. Such page shall be mailed as set forth under the Notice Section of this Agreement prior to the execution of this Agreement. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to other remedies it may have, suspend, or terminate this Agreement upon the occurrence of such event.

1. Commercial General Liability. Two Million Dollars (\$2,000,000) per occurrence and Five Million Dollars (\$5,000,000) annual aggregate covering bodily injury, personal injury and property damage. County and its officers, employees and agents shall be endorsed to above policies as additional insured, using ISO form CG 20 26 or an alternate form that is at least as broad as form CG 20 26, as to any liability arising from the performance of this Agreement.

2. Automobile Liability. Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than Five Hundred Thousand Dollars (\$500,000) per person, One Million Dollars (\$1,000,000) per accident and for property damages not less than One Hundred Thousand Dollars (\$100,000), or such coverage with a combined single limit of One Million Dollars (\$1,000,000). Coverage should include owned and non-owned vehicles used in connection with this Agreement.

3. Workers Compensation. Statutory coverage, if and as required according to the California Labor Code. The policy shall be endorsed to waive the insurer's subrogation rights against County.

B. Insurance is to be placed with admitted insurers rated by A.M. Best Co. as A:VII or higher. Lower rated, or approved but not admitted insurers, may be accepted if prior approval is given by County's Risk Manager.

C. Each of the above required policies shall be endorsed to provide County with thirty (30) days prior written notice of cancellation. County is not liable for the payment of premiums or assessments on the policy. No cancellation provisions in the insurance policy shall be construed in derogation of the continuing duty of Contractor to furnish insurance during the term of this Agreement.

9. INDEMNIFICATION

A. When the law establishes a professional standard of care for Contractor's services, to the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless County and any and all of its Board members, officials, employees and agents from and against any and all losses, liabilities, damages, costs, and expenses, including legal counsel's fees and costs but only to the extent Contractor is responsible for such damages, liabilities, and costs on a comparative basis of fault between Contractor and County in the performance of professional services under this Agreement. Contractor shall not be obligated to defend or indemnify County for County's own negligence or for the negligence of third parties.

B. Other than in the performance of professional services and to the full extent permitted by law, Contractor shall indemnify, defend, and hold harmless County, and any and all of its Board members, officials, employees, and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, any act, omission, fault or negligence, whether active or passive, by Contractor or by any individual or entity for which Contractor is legally liable, including, but not limited to, officers, agents, employees, or subcontractors of Contractor.

C. This indemnification specifically includes any claims that may be against County by any taxing authority or third party asserting that an employer-employee relationship exists by reason of this Agreement.

D. These indemnification obligations shall survive the termination of this Agreement as to any act, omission, fault or negligence occurring during this Agreement or any extension of this Agreement. The County's rights to indemnification are in addition to and shall not limit any other rights or remedies that County may have under law or this Agreement.

10. INDEPENDENT CONTRACTOR

Contractor is an independent contractor and not an agent, officer or employee of County. The parties mutually understand and agree that this Agreement is by and between two independent contractors and is not intended to, and shall not be construed to create, the

relationship of agent, servant, employee, partnership, joint venture or association.

11. COMPLIANCE WITH LAW

Contractor shall comply with all federal, state and local laws and regulations applicable to its performance including, but limited to, Government Code section 8350 *et seq.* regarding a drug free workplace and all health and safety standards set forth by the State of California and County.

12. CONFIDENTIALITY

Contractor shall not use County confidential information for any purpose other than carrying out Contractor's obligations under this Agreement. Contractor shall prevent unauthorized disclosure of any County confidential information. Contractor shall promptly transmit to County all requests for disclosure of County confidential information.

13. CONFLICT OF INTEREST

Contractor warrants that its employees or their immediate families or Board of Directors or officers have no financial interest, including, but not limited to, other projects or independent contracts, and shall not acquire any financial interest, direct or indirect, which conflicts with the rendering of services under this Agreement. Contractor shall employ or retain no such person while rendering services under this Agreement. Services rendered by Contractor's associates or employees shall not relieve Contractor from personal responsibility under this clause. Contractor has an affirmative duty to disclose to County in writing the name(s) of any person(s) who have an actual, potential or apparent conflict of interest.

14. NONDISCRIMINATION

In rendering services under this Agreement, Contractor shall comply with all applicable federal, state and local laws, rules and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, gender identity, or sexual orientation. Further, Contractor shall not discriminate against its employees, which includes, but is not limited to, 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.

15. SUBCONTRACTORS

Services under this Agreement are deemed to be personal services. Contractor warrants that it has not and it shall not subcontract any work under this Agreement without the prior written consent of County subject to any required state or federal approval.

16. ASSIGNMENT

Contractor shall not assign this Agreement or monies due without the prior written consent of County subject to any required state or federal approval. Assignment by Contractor of any monies due shall not constitute an assignment of the Agreement.

17. UNFORESEEN CIRCUMSTANCES

Neither party shall be responsible for any delay caused by natural disaster, war, civil disturbance, labor dispute or other cause beyond a party's reasonable control, provided written notice is provided to the other party of the cause of the delay within ten (10) days of the start of the delay. Thereafter, the parties shall meet and confer as to whether to amend, suspend, or terminate this Agreement.

18. OWNERSHIP OF DOCUMENTS

County shall be the owner of and shall be entitled to possession of any computations, plans, correspondence or other pertinent data and information gathered by or computed by Contractor prior to termination of this Agreement by County or upon completion of the work pursuant to this Agreement. County's reuse of any such materials on any project other than the project for which they were originally intended shall be at County's sole risk. No material prepared in connection with the project shall be subject to copyright in the United States or in any other country.

19. NOTICE

Any notice necessary to the performance of this Agreement shall be given in writing by personal delivery, overnight carrier, or by prepaid first-class mail addressed as follows:

COUNTY:
LANCE LIPPINCOTT
124 N. IRWIN STREET
HANFORD, CA 93230

CONTRACTOR:
DAVID BAQUERIZO
785 TUCKER ROAD #G392
TEHACHAPI, CA 93561

If notice is given by: a) personal delivery, it is effective as of the date of personal delivery; b) overnight carrier, it is effective as of the date of delivery; c) mail, it is effective as of five (5) days following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

20. CHOICE OF LAW

The parties have executed and delivered this Agreement in the County of Kings, State of California. The parties agree that the laws of the State of California shall govern the validity, enforceability or interpretation of this Agreement and Kings County shall be the

venue for any action or proceeding, in law or equity that may be brought in connection with this Agreement. Contractor hereby waives any rights it may possess under Section 394 of the Code of Civil Procedure to transfer to a neutral county or other venue any action arising out of this Agreement.

21. SEVERABILITY

If any of the provisions of this Agreement is found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision shall be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole.

22. SURVIVAL

The following sections shall survive the termination of this Agreement: Section 5 Records and Inspections, Section 8 Insurance, Section 9 Indemnification, Section 11 Compliance with Law, and Section 12 Confidentiality.

23. NO THIRD PARTY BENEFICIARIES.

County and Contractor are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide, any right or benefit, whether directly or indirectly or otherwise, to a third party.

24. ENTIRE AGREEMENT; CONTRIBUTIONS OF BOTH PARTIES; IMAGED AGREEMENT

This Agreement, including its Recitals and Exhibits which are fully incorporated into and are integral parts of this Agreement, constitutes the entire agreement between the parties and there are no inducements, promises, terms, conditions or obligations made or entered into by County or Contractor other than those contained herein.

The parties agree that each party had had an opportunity to review this Agreement and consult with legal counsel and it is expressly agreed and understood that the rule stated in Civil Code section 1654, that ambiguities in a contract should be construed against the drafter, shall have no application to the construction of the Agreement.

An original executed Agreement may be imaged and electronically stored. Such imaged Agreement may be used in the same manner and for the same purposes as the original. Neither party may object to the admissibility of the imaged Agreement on the basis that it was not originated or maintained in documentary form.

25. AUTHORITY

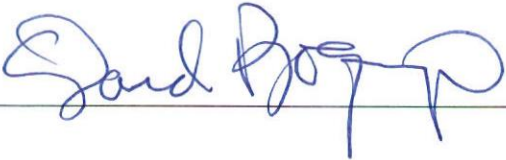
Each signatory to this Agreement represents that it is authorized to enter into this Agreement and to bind the party to which its signature represents.

IN WITNESS WHEREOF the parties have executed this Agreement the day and year first written above.

COUNTY OF KINGS

ProPath, Inc.

By: _____
Chairman

By:  _____

ATTEST:

Catherine Venturella, Clerk to the Board

Approved and Endorsements Received:

Sande Huddleston

APPROVED AS TO FORM:
Lee Burdick, County Counsel

By: _____

Exhibits/Attachments:
Exhibit A: Scope of Work
Exhibit B: Fees

EXHIBIT "A"
General Scope of Work

PURPOSE

This "General Scope of Work" is intended to provide the services under this contract that will be rendered to COUNTY.

WORKSHOP FACILITATION ROLE

The primary role of CONTRACTOR is to conduct employability workshops. Three initial workshops have been identified for utilization, although additional workshop curricula may be added by mutual agreement between COUNTY and CONTRACTOR complicit with the provisions of this Agreement.

INTERVIEWING SKILLS WORKSHOP

Includes at minimum:

- a. Interview strategies for maximizing job opportunities
- b. Telephone interview tips
- c. Making a positive impression-personal presentation
- d. Do's and don'ts for interviewing, including everything needed to be well organized and prepared
- e. Interview formats-what to expect from the interview experience
- f. Preparing for difficult questions-what interviewers are likely to ask and why, and how to respond,
- g. Mock interviews-one on one interview role play to practice and become comfortable with the process
- h. Post-interview follow up recommendations
- i. Salary/wage negotiations

JOB SEARCH STRATEGIES WORKSHOP

Includes at minimum:

- a. Various strategies to find employment
- b. Understanding how companies accept electronic resumes
- c. Developing a job search plan-clarifying career goals, researching companies, develop a contact list and presenting yourself effectively
- d. Creating a "30-second Commercial" for effective presentation to a networking contact
- e. Taking advantage of social media in your job search
- f. Finding the best websites that will increase your job opportunities
- g. Understanding labor market trends that will assist you in making the right employment decisions

Includes at minimum:

- a. Elements of a good resume-do's and don'ts
- b. Resume formats-choose a design that will best showcase your skills and talents
- c. The resume of the future-your electronic resume format including action and skill set keywords
- d. Writing an effective employment summary statement
- e. Highlighting your accomplishments for greater impact and overall job search results
- f. Writing effective cover letters and completing employment applications properly

EXHIBIT "B"
Budget for Services

Service Description	Cost Per Workshop
<p><u>Interviewing Skills Workshop</u> Includes at minimum:</p> <ul style="list-style-type: none"> a. Interview strategies for maximizing job opportunities b. Telephone interview tips c. Making a positive impression-personal presentation d. Do's and don'ts for interviewing, including everything needed to be well organized and prepared e. Interview formats-what to expect from the interview experience f. Preparing for difficult questions-what interviewers are likely to ask and why, and how to respond, g. Mock interviews-one on one interview role play to practice and become comfortable with the process h. Post-interview follow up recommendations i. Salary/wage negotiations 	\$1,500
<p><u>Job Search Strategies Workshop</u> Includes at minimum:</p> <ul style="list-style-type: none"> a. Various strategies to find employment b. Understanding how companies accept electronic resumes c. Developing a job search plan-clarifying career goals, researching companies, develop a contact list and presenting yourself effectively d. Creating a "30-second Commercial" for effective presentation to a networking contact e. Taking advantage of social media in your job search f. Finding the best websites that will increase your job opportunities g. Understanding labor market trends that will assist you in making the right employment decisions 	\$1,500
<p><u>Resume Writing Workshop</u> Includes at minimum:</p> <ul style="list-style-type: none"> h. Elements of a good resume-do's and don'ts i. Resume formats-choose a design that will best showcase your skills and talents j. The resume of the future-your electronic resume format including action and skill set keywords k. Writing an effective employment summary statement l. Highlighting your accomplishments for greater impact and overall job search results m. Writing effective cover letters and completing employment applications properly 	\$1,500
TOTAL AUTHORIZED AGREEMENT AMOUNT	\$40,000



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/10/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Empire Company 10201 Trademark St., Suite D P.O. Box 5400 Rancho Cucamonga CA 91729	CONTACT NAME: Cathy Negron PHONE (A/C, No, Ext): (909) 476-0600 E-MAIL ADDRESS: cnegron@empire-co.com	FAX (A/C, No): (909) 476-0601
	INSURER(S) AFFORDING COVERAGE	
INSURED ProPath, Inc. 17891 Cartwright Rd. Ste 100 Irvine CA 92614	INSURER A: Travelers Casualty Insurance Company of	NAIC # 19046
	INSURER B: State Compensation Ins. Fund	NAIC # 35076
	INSURER C: Landmark American Ins. Co.	NAIC # 33138
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 19/20/21

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			680-9061R408-19-42	9/25/2019	9/25/2020	EACH OCCURRENCE	\$ 2,000,000
		DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000					
		MED EXP (Any one person)	\$ 5,000					
		PERSONAL & ADV INJURY	\$ Excluded					
		GENERAL AGGREGATE	\$ 4,000,000					
	PRODUCTS - COMP/OP AGG	\$ 4,000,000					\$	
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			680-9061R408-19-42	9/25/2019	9/25/2020	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
		BODILY INJURY (Per person)	\$					
		BODILY INJURY (Per accident)	\$					
		PROPERTY DAMAGE (Per accident)	\$					
			\$					
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
							\$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	9156086-2019	4/1/2019	4/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C	PROFESSIONAL LIABILITY INCL. SEXUAL ASSAULT			LHR839253	1/1/2020	1/1/2021	PER CLAIM LIMIT	\$1,000,000
							ANNUAL AGGREGATE	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Lance Lippincott 124 N. Irwin Street Hanford, CA 93230	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Cathy Negron/NEGRON <i>Cathy Negron</i>

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COMMENTS/REMARKS

Certificate Holder Continued: its officers, employees and agents

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the **PROVISIONS** of this endorsement carefully to determine rights, duties, and what is and is not covered.

- | | |
|--|---|
| <ul style="list-style-type: none"> A. Broadened Named Insured B. Damage To Premises Rented To You Extension <ul style="list-style-type: none"> • Perils of fire, explosion, lightning, smoke, water • Limit increased to \$300,000 C. Blanket Waiver of Subrogation D. Blanket Additional Insured– Managers or Lessors of Premises E. Blanket Additional Insured – Lessor of leased Equipment F. Incidental Medical Malpractice G. Personal Injury – Assumed by Contract H. Extension of Coverage – Bodily Injury | <ul style="list-style-type: none"> I. Injury to Co-Employees and Co-Volunteer Workers J. Aircraft Chartered with Crew K. Non-Owned Watercraft – Increased from 25 feet to 50 feet L. Increased Supplementary Payments <ul style="list-style-type: none"> • Cost for bail bonds increased to \$2,500 • Loss of earnings increased to \$500 per day M. Knowledge and Notice of Occurrence or Offense N. Unintentional Omission O. Reasonable Force – Bodily Injury or Property Damage |
|--|---|

PROVISIONS

A. BROADENED NAMED INSURED

1. The Named Insured in Item 1. of the Declarations is as follows:
The person or organization named in Item 1. of the Declarations and any organization, other than a partnership or joint venture, over which you maintain ownership or majority interest on the effective date of the policy. However, coverage for any such organization will cease as of the date during the policy period that you no longer maintain ownership of, or majority interest in, such organization.
2. WHO IS AN INSURED (Section II) Item 4.a. is deleted and replaced by the following:
 - a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, unless reported in writing to us within 180 days.
3. This Provision A. does not apply to any person or organization for which coverage is excluded by endorsement.

B. DAMAGE TO PREMISES RENTED TO YOU EXTENSION

1. The last paragraph of COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages) is deleted and replaced by the following:
Exclusions c. through n. do not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:
 - a. Fire;
 - b. Explosion;
 - c. Lightning;
 - d. Smoke resulting from such fire, explosion, or lightning; or
 - e. Water.
 A separate limit of insurance applies to this coverage as described in LIMITS OF INSURANCE (Section III).
2. This insurance does not apply to damage to premises while rented to you, or temporarily

COMMERCIAL GENERAL LIABILITY

occupied by you with permission of the owner, caused by:

- a. Rupture, bursting, or operation of pressure relief devices;
- b. Rupture or bursting due to expansion or swelling of the contents of any building or structure, caused by or resulting from water;
- c. Explosion of steam boilers, steam pipes, steam engines, or steam turbines.

3. Part 6. of LIMITS OF INSURANCE (Section III) is deleted and replaced by the following:

Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under COVERAGE A. for damages because of "property damage" to any one premises while rented to you, or temporarily occupied by you with permission of the owner, caused by fire, explosion, lightning, smoke resulting from such fire, explosion, or lightning, or water. The Damage To Premises Rented To You Limit will apply to all damage proximately caused by the same "occurrence", whether such damage results from fire, explosion, lightning, smoke resulting from such fire, explosion, or lightning, or water, or any combination of any of these.

The Damage To Premises Rented To You Limit will be the higher of:

- a. \$300,000; or
 - b. The amount shown on the Declarations for Damage To Premises Rented To You Limit.
- 4. Under DEFINITIONS (Section V), Paragraph a. of the definition of "insured contract" is amended so that it does not include that portion of the contract for a lease of premises that indemnifies any person or organization for damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:**
- a. Fire;
 - b. Explosion;
 - c. Lightning;
 - d. Smoke resulting from such fire, explosion, or lightning; or
 - e. Water.
- 5. This Provision B. does not apply if coverage for Damage To Premises Rented To You of**

COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages) is excluded by endorsement.

C. BLANKET WAIVER OF SUBROGATION

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of premises owned or occupied by or rented or loaned to you; ongoing operations performed by you or on your behalf, done under a contract with that person or organization; "your work"; or "your products". We waive this right where you have agreed to do so as part of a written contract, executed by you prior to loss.

D. BLANKET ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

WHO IS AN INSURED (Section II) is amended to include as an insured any person or organization (referred to below as "additional insured") with whom you have agreed in a written contract, executed prior to loss, to name as an additional insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of any premises leased to you, subject to the following provisions:

1. Limits of Insurance. The limits of insurance afforded to the additional insured shall be the limits which you agreed to provide, or the limits shown on the Declarations, whichever is less.
2. The insurance afforded to the additional insured does not apply to:
 - a. Any "occurrence" that takes place after you cease to be a tenant in that premises;
 - b. Any premises for which coverage is excluded by endorsement; or
 - c. Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.
3. The insurance afforded to the additional insured is excess over any valid and collectible insurance available to such additional insured, unless you have agreed in a written contract for this insurance to apply on a primary or contributory basis.

E. BLANKET ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT

WHO IS AN INSURED (Section II) is amended to include as an insured any person or organization (referred to below as "additional insured") with

whom you have agreed in a written contract, executed prior to loss, to name as an additional insured, but only with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such additional insured, subject to the following provisions:

1. Limits of Insurance. The limits of insurance afforded to the additional insured shall be the limits which you agreed to provide, or the limits shown on the Declarations, whichever is less.
2. The insurance afforded to the additional insured does not apply to:
 - a. Any "occurrence" that takes place after the equipment lease expires; or
 - b. "Bodily injury" or "property damage" arising out of the sole negligence of such additional insured.
3. The insurance afforded to the additional insured is excess over any valid and collectible insurance available to such additional insured, unless you have agreed in a written contract for this insurance to apply on a primary or contributory basis.

F. INCIDENTAL MEDICAL MALPRACTICE

1. The definition of "bodily injury" in DEFINITIONS (Section V) is amended to include "Incidental Medical Malpractice Injury".
2. The following definition is added to DEFINITIONS (Section V):

"Incidental medical malpractice injury" means bodily injury, mental anguish, sickness or disease sustained by a person, including death resulting from any of these at any time, arising out of the rendering of, or failure to render, the following services:

 - a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages;
 - b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances; or
 - c. First aid.
 - d. "Good Samaritan services". As used in this Provision F., "Good Samaritan services" are those medical services rendered or provided in an emergency and

for which no remuneration is demanded or received.

3. Paragraph 2.a.(1)(d) of WHO IS AN INSURED (Section II) does not apply to any registered nurse, licensed practical nurse, emergency medical technician or paramedic employed by you, but only while performing the services described in paragraph 2. above and while acting within the scope of their employment by you. Any "employees" rendering "Good Samaritan services" will be deemed to be acting within the scope of their employment by you.
4. The following exclusion is added to paragraph 2. Exclusions of COVERAGE A. – BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages):

(This insurance does not apply to:) Liability arising out of the willful violation of a penal statute or ordinance relating to the sale of pharmaceuticals by or with the knowledge or consent of the insured.
5. For the purposes of determining the applicable limits of insurance, any act or omission, together with all related acts or omissions in the furnishing of the services described in paragraph 2. above to any one person, will be considered one "occurrence".
6. This Provision F. does not apply if you are in the business or occupation of providing any of the services described in paragraph 2. above.
7. The insurance provided by this Provision F. shall be excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to be excess of this policy.

G. PERSONAL INJURY – ASSUMED BY CONTRACT

1. The **Contractual Liability** Exclusion in Part 2., **Exclusions** of COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY (Section I – Coverages) is deleted and replaced by the following:

(This insurance does not apply to:)

Contractual Liability

"Advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for

COMMERCIAL GENERAL LIABILITY

damages that the insured would have in the absence of the contract of agreement.

2. Subparagraph f. of the definition of "insured contract" (DEFINITIONS – Section V) is deleted and replaced by the following:
 - f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury," "property damage" or "personal injury" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
3. This Provision G. does not apply if COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY is excluded by endorsement.

H. EXTENSION OF COVERAGE – BODILY INJURY

The definition of "bodily injury" (DEFINITIONS – Section V) is deleted and replaced by the following:

"Bodily injury" means bodily injury, mental anguish, mental injury, shock, fright, disability, humiliation, sickness or disease sustained by a person, including death resulting from any of these at any time.

I. INJURY TO CO-EMPLOYEES AND CO-VOLUNTEER WORKERS

1. Your "employees" are insureds with respect to "bodily injury" to a co-"employee" in the course of the co-"employee's" employment by you, or to your "volunteer workers" while performing duties related to the conduct of your business, provided that this coverage for your "employees" does not apply to acts outside the scope of their employment by you or while performing duties unrelated to the conduct of your business.
2. Your "volunteer workers" are insureds with respect to "bodily injury" to a co-"volunteer worker" while performing duties related to the conduct of your business, or to your "employees" in the course of the "employee's" employment by you, provided that this coverage for your "volunteer workers" does not apply while performing duties unrelated to the conduct of your business.

3. Subparagraphs 2.a.(1)(a), (b) and (c) and 3.a. of WHO IS AN INSURED (Section II) do not apply to "bodily injury" for which insurance is provided by paragraph 1. or 2. above.

J. AIRCRAFT CHARTERED WITH CREW

1. The following is added to the exceptions contained in the **Aircraft, Auto Or Watercraft** Exclusion in Part 2., **Exclusions** of COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages):
(This exclusion does not apply to:) Aircraft chartered with crew to any insured.
2. This Provision J. does not apply if the chartered aircraft is owned by any insured.
3. The insurance provided by this Provision J. shall be excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to be excess of this policy.

K. NON-OWNED WATERCRAFT

1. The exception contained in Subparagraph (2) of the **Aircraft, Auto Or Watercraft** Exclusion in Part 2., **Exclusions** of COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages) is deleted and replaced by the following:
 - (2) A watercraft you do not own that is:
 - (a) Fifty feet long or less; and
 - (b) Not being used to carry persons or property for a charge;
2. This Provision K. applies to any person who, with your expressed or implied consent, either uses or is responsible for the use of a watercraft.
3. The insurance provided by this Provision K. shall be excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to be excess of this policy.

L. INCREASED SUPPLEMENTARY PAYMENTS

Parts b. and d. of SUPPLEMENTARY PAYMENTS – COVERAGES A AND B (Section I – Coverages) are amended as follows:

1. In Part b. the amount we will pay for the cost of bail bonds is increased to \$2500.

2. In Part d. the amount we will pay for loss of earnings is increased to \$500 a day.

M. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

1. The following is added to COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV), paragraph 2. (Duties In The Event of Occurrence, Offense, Claim or Suit):

Notice of an "occurrence" or of an offense which may result in a claim under this insurance shall be given as soon as practicable after knowledge of the "occurrence" or offense has been reported to any insured listed under Paragraph 1. of Section II – Who Is An Insured or an "employee" (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice.

Knowledge by other "employee(s)" of an "occurrence" or of an offense does not imply that you also have such knowledge.

2. Notice shall be deemed prompt if given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us as soon as practicable after any insured listed under Paragraph 1. of Section II – Who Is An Insured or an "employee" (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice discovers that the "occurrence", offense or claim may involve this policy.
3. However, this Provision M. does not apply as respects the specific number of days within

which you are required to notify us in writing of the abrupt commencement of a discharge, release or escape of "pollutants" which causes "bodily injury" or "property damage" which may otherwise be covered under this policy.

N. UNINTENTIONAL OMISSION

The following is added to COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV), paragraph 6. (Representations):

The unintentional omission of, or unintentional error in, any information provided by you shall not prejudice your rights under this insurance. However, this Provision N. does not affect our right to collect additional premium or to exercise our right of cancellation or nonrenewal in accordance with applicable state insurance laws, codes or regulations.

O. REASONABLE FORCE – BODILY INJURY OR PROPERTY DAMAGE

The **Expected Or Intended Injury** Exclusion in Part 2., **Exclusions** of COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages) is deleted and replaced by the following:

(This insurance does not apply to:)

Expected or Intended Injury or Damage

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMENDMENT – NON CUMULATION OF EACH
OCCURRENCE LIMIT OF LIABILITY and
NON CUMULATION OF PERSONAL and ADVERTISING
INJURY LIMIT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. Paragraph 5 of SECTION III – LIMITS OF INSURANCE, is amended to include the following:
Non cumulation of Each Occurrence Limit - If one "occurrence" causes "bodily injury" and/or "property damage" during the policy period and during the policy period of one or more prior and/or future policies that include a commercial general liability coverage part for the insured issued by us or any affiliated insurance company, the amount we will pay is limited. This policy's Each Occurrence Limit will be reduced by the amount of each payment made by us and any affiliated insurance company under the other policies because of such "occurrence".
2. Paragraph 4 of SECTION III – LIMITS OF INSURANCE, is amended to include the following:
Non cumulation of Personal and Advertising Limit – If "personal injury" and/or "advertising injury" is sustained by any one person or organization during the policy period and during the policy period of one or more prior and/or future policies that include a commercial general liability coverage part for the insured issued by us or any affiliated insurance company, the amount we will pay is limited. This policy's Personal Injury and Advertising Injury Limit will be reduced by the amount of each payment made by us and any affiliated insurance company under the other policies because of such "personal injury" and/or "advertising injury".



ENDORSEMENT AGREEMENT
WAIVER OF SUBROGATION
BLANKET BASIS

BROKER COPY

HOME OFFICE
SAN FRANCISCO

ALL EFFECTIVE DATES ARE
AT 12:01 AM PACIFIC
STANDARD TIME OR THE
TIME INDICATED AT
PACIFIC STANDARD TIME

EFFECTIVE APRIL 1, 2019 AT 12.01 A.M.
AND EXPIRING APRIL 1, 2020 AT 12.01 A.M.

9156086-19
RENEWAL
SP
2-76-64-15
PAGE 1 OF 1

PROPATH, INC.
17891 CARTWRIGHT RD STE 100
IRVINE, CA 92614

WE HAVE THE RIGHT TO RECOVER OUR PAYMENTS FROM ANYONE
LIABLE FOR AN INJURY COVERED BY THIS POLICY. WE WILL
NOT ENFORCE OUR RIGHT AGAINST THE PERSON OR
ORGANIZATION NAMED IN THE SCHEDULE.

THIS AGREEMENT APPLIES ONLY TO THE EXTENT THAT YOU
PERFORM WORK UNDER A WRITTEN CONTRACT THAT REQUIRES YOU
TO OBTAIN THIS AGREEMENT FROM US.

THE ADDITIONAL PREMIUM FOR THIS ENDORSEMENT SHALL BE
2.00% OF THE TOTAL POLICY PREMIUM.

SCHEDULE

<u>PERSON OR ORGANIZATION</u>	<u>JOB DESCRIPTION</u>
ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER	BLANKET WAIVER OF SUBROGATION

NOTHING IN THIS ENDORSEMENT CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE
OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS
POLICY OTHER THAN AS STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE
HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR
LIMITATIONS OF THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO: APRIL 5, 2019

AUTHORIZED REPRESENTATIVE

PRESIDENT AND CEO



COUNTY OF KINGS BOARD OF SUPERVISORS

GOVERNMENT CENTER HANFORD, CALIFORNIA 93230 (559) 852-2362
Catherine Venturella, Clerk of the Board of Supervisors

AGENDA ITEM February 25, 2020

SUBMITTED BY: Probation Department – Kelly Zuniga

SUBJECT: PRETRIAL PILOT PROGRAM

SUMMARY:

Overview:

The Probation Department partnered with the Superior Court of the State of California, in and for the County of Kings to submit a Pretrial Pilot Program Grant Application to bring pretrial services to Kings County. The Judicial Council approved the application for funding which will allow additional staff to provide these services.

Recommendation:

- a. Authorize the Chief Probation Officer to sign a Memorandum of Understanding with the Superior Court of California to provide pretrial services in Kings County; and
- b. Allocate 1.0 Full Time Equivalency Deputy Probation Officer III; and
- c. Approve the purchase of five computers and desk-top scanners; and
- d. Approve the budget change. (4/5 Vote Required)

Fiscal Impact:

There is no fiscal impact to the County General Fund, as all funds will be paid out of the grant funds received by the Kings County Superior Court for a total of \$1,186,071, of which the Probation Department will be reimbursed for up to a total of \$896,204. All personnel costs as well as computer needs will be paid by the Courts. Revenue and expenditures of \$436,560 for FY 2019/20 will be reflected in Budget Unit 234000, Probation-Admin. Revenue and expenditures of \$459,644 for FY 2020/21 will be reflected in Budget Unit 234000, Probation-Admin.

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2020.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

PRETRIAL PILOT PROGRAM

February 25, 2020

Page 2 of 3

BACKGROUND:

The Governor of the State of California proposed funding for a pretrial program in order to support a system that protects the public, ensures the rights of defendants and the fair and efficacy administration of justice in pretrial decision-making. The Judicial Council of California, under the leadership of Chief Justice Tani G. Cantil-Sakauye, appointed the Pretrial Reform and Operations Workgroup (PROW) to develop recommendations for funding allocations for the pretrial pilot program. The Probation Department partnered with the Superior Court to develop a local program to meet the needs of the community. The Court was awarded funding for the Pretrial Pilot Program in August of 2019 in the amount of \$1,186,071 and are now prepared to move forward in implementing the plan to begin Monday, March 2, 2020 and continue through June 30, 2021 with an expiration date of December 31, 2021 to allow the finalization of the pilot program.

Probation is requesting additional personnel to perform the duties necessary to implement a robust pretrial program within the County. In order to begin the Pretrial Pilot Program on March 2, 2020; and prior to hiring the requested personnel, the Probation Department will be utilizing existing staff, to include two (2) Deputy Probation Officer III's, five (5) Deputy Probation Officer II's and one (1) Department Specialist. The existing sworn personnel will be reassigned from their current positions, including adult and juvenile field services as well as adult Court, to participate in the pretrial program. The vacancies due to the reassignments will result in adult and juvenile caseloads not being actively supervised. The Supervisor's of the respective field services unit will assist with any reports, returning telephone calls, or issues that arise during the assigned officers absence. Additionally, Human Resources department will bring back on item in March of 2020 requesting to allocate four more positions in support of this program.

Funding received will cover the cost of travel for training/meetings with the Judicial Council of California, five computers and five scanners; as well as, a full-time Deputy Probation Officer III. Staff will interview and score each individual booked in to the Kings County Jail. A report and recommendation will be completed and forwarded to a Kings County Superior Court Judge who will either approve or deny the recommendation. If the recommendation is approved, the defendant would be released on Pretrial Monitoring; and if the recommendation is denied, the defendant would remain in custody. If the defendant is denied Pretrial Services, he/she is still eligible to utilize the bail system. Further, funding is available for the purchase of necessary Information Technology (IT) equipment, which will be purchased through Kings County IT for these personnel.

An assessment will be conducted using the Virginia Pretrial Risk Assessment Instrument (VPRAI), and recommendations will be made to the Court regarding potential pretrial release. The case management system (CMS) will be funded and provided by the Kings County Superior Court, Tyler Supervision. This CMS system will maintain all relevant record information as it relates to each defendant with the ability to provide statistical data. The Judicial Council of California will have access to the data contained in the CMS; and will ultimately validate the data as it relates specifically to Kings County. It is anticipated that this program will ease overcrowding in the Kings County Jail by offering an alternative to pretrial incarceration while ensuring the accused return to Court as directed and the safety of the community. Developing and implementing this program now will better situate the County moving forward should bail reform be approved by the voters in November of 2020; which would require immediate implementation of a pretrial program in lieu of a cash bail system.

Agenda Item

PRETRIAL PILOT PROGRAM

February 25, 2020

Page 3 of 3

Funding is immediately available and will be for a period of two years, Fiscal Year 2019-2020 and 2020-2021. Since this is a pilot program funded by the State, it remains to be seen whether it will continue to be funded after 2021.

The Memorandum of Understanding has been reviewed by County Counsel, and approved it as to form.

KINGS COUNTY
OFFICE OF THE AUDITOR-CONTROLLER
BUDGET APPROPRIATION AND TRANSFER FORM

Auditor Use Only
Date _____
J/E No. _____
Page of _____

(A) New Appropriation

Expenditures:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	APPROPRIATION AMOUNT
General Fund	Probation - Admin	Regular Salaries	100000	234000	91000	247,127
General Fund	Probation - Admin	Retirement	100000	234000	91005	59,786
General Fund	Probation - Admin	Health Insurance	100000	234000	91007	69,243
General Fund	Probation - Admin	Management Life Insur	100000	234000	91008	1,121
General Fund	Probation - Admin	Unemployment	100000	234000	91011	485
General Fund	Probation - Admin	Social Security - Medic	100000	234000	91012	14,758
General Fund	Probation - Admin	Office Expense	100000	234000	92018	1,600
General Fund	Probation - Admin	Maintenance - Equipm	100000	234000	92019	28,050
General Fund	Probation - Admin	Computer Software	100000	234000	92036	4,833
General Fund	Probation - Admin	Electronic Hardware	100000	234000	92103	9,557
TOTAL						436,560

Funding Sources:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	APPROPRIATION AMOUNT
General Fund	Probation - Admin	St Aid - Pretrial Pilot P	100000	234000	85130	436,560
TOTAL						436,560

(B) Budget Transfer:

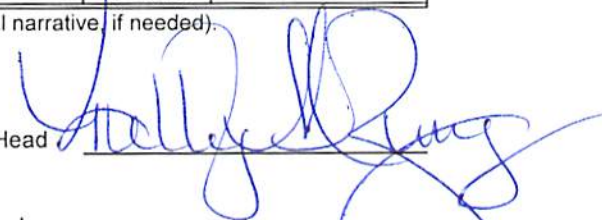
Transfer From:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	Amount to be Transferred Out
TOTAL						0

Transfer To:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	Amount to be Transferred In
TOTAL						0

Explanation: (Use additional sheets or expand form for more data entry rows or additional narrative, if needed):

Pretrial Pilot Program Grant - Year 1

Dept. of Finance Approval _____

Department Head 

Administration Approval _____

Board Approval _____

BOS meeting date: _____ 2/20/2020



JUDICIAL COUNCIL OF CALIFORNIA
PRETRIAL PILOT PROGRAM
APPLICATION FORM

SECTION I (RFA Section 8.1)

A. Name of Applicant Court: Superior Court of California, County of: Kings

B. Court Project Manager:

Name and Title: Michelle S Martinez

Address: 1640 Kings County Drive, Hanford, CA 93230

Phone and Email: (559) 582-1010

mmartinez@kings.courts.ca.gov

C. Name of other court(s) participating in Consortium (if applicable):

N/A

D. Court's Criminal Case Management System: Odyssey (Tyler)

E. Probation's Case Management System: Pretrial Supervision (Tyler)

F. Pretrial Risk Assessment Tool to be used : VPRAI

Is this Pretrial Risk Assessment Tool in use in your County?

YES [X] NO [] If No, when will it to be operational?

G. Total Amount of Funds Requested: \$ 1,186,071 (FY 19-20 and FY 20-21) :

H. Amount Requested \$ 307,029 for First Payment (September 2019)

Judicial Officer Signature

6.27.19 Date

Court Administrator Signature

6/27/19 Date

Chief Probation Officer Signature

27 June 19 Date

SUBMISSION INSTRUCTIONS

Grant applications are due by 5:00 p.m. on July 2, 2019.

- Application must be signed by: Presiding Judge, Court Executive Officer, and Chief Probation Officer
Submit an electronic version of the entire proposal to pretrial@jud.ca.gov.
Submit one (1) original and five (5) copies of the proposal in a sealed envelope.
Write "Pretrial Pilot Program" on the outside of the sealed envelope.

Proposals must be delivered by July 2, 2019, no later than 5:00 p.m., to:

Judicial Council of California Criminal Justice Services
Attn: Delndre Benedict, Program Manager
455 Golden Gate Avenue
San Francisco, California 94102

PRETRIAL PILOT PROGRAM
APPLICATION FORM

Section II Pilot Project Narrative (Cont'd)

Grant Requirements

(m) Discuss how you will meet the grant data requirements:

- Explain the plan for collaborating with justice system partners to collect and report required data. (See Attachment D.)
- Explain any anticipated challenges related to collecting data and describe any data quality issues.
- Briefly describe methods for assuring data quality.

Section III: Attachments

Attach the following:

- **Budget Detail Worksheet and Narrative**
- **Data Elements Inventory**

SUBMISSION INSTRUCTIONS

Grant applications are due by 5:00 p.m. on July 2, 2019.

- ✓ Application must be signed by: Presiding Judge, Court Executive Officer, and Chief Probation Officer
- ✓ Submit an electronic version of the entire proposal to pretrial@jud.ca.gov.
- ✓ Submit one (1) original and five (5) copies of the proposal in a sealed envelope.
 - ✓ Write "Pretrial Pilot Program" on the outside of the sealed envelope.

Proposals must be delivered by July 2, 2019, no later than 5:00 p.m., to:

Judicial Council of California Criminal
Justice Services
Attn: Deirdre Benedict, Program Manager
455 Golden Gate Avenue
San Francisco, California 94102

For individuals who remain detained pending arraignment, a Pretrial Report (see Appendix B) will be completed and filed with the court. Initially, all reports will be hand delivered to the clerk's office pending development of a process for the timely electronic filing of Pretrial Reports and eventual data sharing through the pretrial module of the court's case management system. At arraignment, individuals with a VPRAI score of 3 may be released under pretrial monitoring (see Appendix C – Levels of monitoring). If pretrial release is denied, bail will be set per the county bail schedule. Regarding those who score 3 and higher on the VPRAI, each case will be assessed for release based upon its own merits; frequently those who score high on the assessment may not necessarily be high risk, but high *need* and thus appropriate for pretrial release consideration.

All individuals who have been released onto the Pretrial Program will receive Pretrial Reporting Instructions (Appendix D), complete a Pretrial Intake Client Sheet (Appendix E) and be given standard conditions of own recognizance release (Appendix F). Additionally, if GPS monitoring is indicated, participants will be required to sign the rules for participation in the Kings County Electronic Monitoring Program.

The County Pretrial Program will operate seven days a week from 0700-1800 & 2300 – 0700. The program will be staffed by (1) FTE Deputy Probation Officer III, (3) FTE Probation Aides and (1) FTE Electronic Monitoring Technician with oversight by a Kings County Probation Deputy Chief Probation Officer in cooperation with the Kings County Court Executive Officer. The Deputy Chief and Court Executive Officer will constantly evaluate all available data to ensure fair and consistent application of pretrial release standards and to ensure program fidelity.

Appendix B

SUPERIOR COURT OF CALIFORNIA, COUNTY OF KINGS 1640 Kings County Drive, Hanford, 93230	FOR COURT USE ONLY
PEOPLE OF THE STATE OF CALIFORNIA vs. Defendant: AKA:	
PRETRIAL REPORT	BOOKING: DOB:

On _____ the defendant was arrested by the _____ for _____. Probation Pretrial staff attempt to interview defendants for the purpose of assessing for early release prior to conviction. The Virginia Pretrial Risk Assessment Instrument is used to assist in making our recommendations in this report. In addition to this instrument, the information provided by the defendant, if they agreed to be interviewed, is also included for your review as follows:

RESIDENCY:

- The defendant did provide an address of _____. The defendant reported living there for _____ also lives at this residence with the defendant.
- Residence not provided.

EMPLOYMENT/PRIMARY CARETAKER:

- The defendant is a student/retired/disabled
- The defendant reported they are currently unemployed employed at _____ for _____
- The defendant did not provide any employment information.
- The defendant is a primary care taker of minor child, elderly person or disabled person.

FAILURES TO APPEAR:

- The defendant has had less than 2 bench warrants issued for failure to appear in the past 3 years.
- The defendant has had 2 or more bench warrants issued for failure to appear in the past 3 years.

PENDING:

- The defendant has a case that is pending disposition.

CRIMINAL HISTORY:

- The defendant has had 2 or more violent convictions.
- The defendant has had 1 or more misdemeanor or felony convictions.
- The defendant has no prior criminal history.

SUBSTANCE ABUSE:

- The defendant reported he/she has does not have a history of drug abuse.
 - Regular use of controlled substances indicated or reported
 - Regular alcohol use
 - Regular marijuana use

Appendix B

- The defendant shall obey all laws.
 - The defendant shall report to the Pretrial Monitoring staff as directed.
 - The defendant shall obey the reasonable directions of the Pretrial Monitoring staff.
 - The defendant shall not change his/her place of residence or leave the state of California without written permission of the Pretrial Monitoring staff.
 - The defendant shall sign information releases as directed.
- The defendant shall seek and maintain employment as directed by the Pretrial Monitoring staff.
- The defendant shall participate in the Pretrial Monitoring GPS (global positioning satellite) Program and obey all conditions of such program.
- The defendant shall submit to drug or alcohol test as directed by Pretrial Monitoring staff.
- The defendant shall submit to the following kinds of unlimited search and seizure, at any time of the day or night, by any peace officer or Probation Officer, without the requirement of probable cause or defendant's consent or a Search Warrant, and without notice.
- a) Of his/her person;
 - b) His/her place of residence or temporary abode;
 - c) Vehicle registered to him/her or which he/she is driving at the time;
 - d) His/her personal effects.
- The defendant shall participate in a treatment, counseling or educational program approved by the Pretrial Monitoring staff until otherwise directed, terminated, or transferred to similar treatment agency by the Pretrial Monitoring staff.
- The defendant shall report to the Pretrial Monitoring staff in person within one (1) business day of release from custody.
- If considered for release, the Probation Department requests participation in Intensive Monitoring to include: GPS through the Pretrial Monitoring Program.
- Other Recommendations:

Dated this ____ day of June, 2019

Respectfully submitted,

Kings County

Read and Approved by

Kings County
KELLY M. ZUNIGA
Chief Probation Officer
Kings County

Appendix D

OFFICE LOCATION
1424 Forum Drive

Kelly M. Zuniga
Chief Probation Officer

KINGS COUNTY PROBATION DEPARTMENT

HANFORD, CALIFORNIA 93230
(559) 852-2850 FAX (559) 583-1467

MAILING ADDRESS
Kings County Government Center

Pretrial Monitoring Reporting Instructions

You are being released onto Pretrial Monitoring with the Probation Department. You are directed to report as indicated below:

- Level 0- Reminder Only Monitoring
 - Report to Pretrial Monitoring by telephone within two (2) business days of release

- Level 1- Basic Monitoring
 - Report to Pretrial Monitoring by telephone within two (2) business days of release

- Level 2- Enhanced Monitoring
 - Report to Pretrial Monitoring in person within two (2) business days of release

- Level 3- Intensive Monitoring
 - Report to Pretrial Monitoring in person within one (1) business day of release

Pretrial Monitoring
Kings County Probation Department
1424 Forum Drive
Hanford, CA 93230
(559) 852-2850

Open Daily
7am-6pm & 11pm-7am

Juvenile Center
1450 Forum Drive
(559) 852-2970

APPENDIX F

<p align="center">SUPERIOR COURT OF THE STATE OF CALIFORNIA COUNTY OF KINGS 1640 Kings County Drive, Hanford, Ca. 93230</p>	<p align="center">FOR COURT USE ONLY</p>
<p>PLAINTIFF:</p>	
<p>RESPONDENT:</p>	
<p align="center">FELONY OWN RECOGNIZANCE AGREEMENT AND CONDITIONS OF RELEASE (Cal. Pen. Code §1318)</p>	<p>CASE NUMBER:</p>

Defendant is ordered released from custody on this case on the following conditions and agrees as follows, to (checked):

- Appear in court at such times and places as ordered;
- Not leave the State of California without permission of the court;
- Waive extradition if apprehended outside the State of California;
- Obey all laws;
- Notify the court of any change of residence or employment;
- Not use or possess alcohol or illegal drugs;
- Not drive unless properly licensed and insured;
- Submit to drug and alcohol testing;
- Submit to search and seizure of your person, residence, and any vehicle under your control by any peace officer or probation officer at any time of day or night with or without a warrant;
- Not own or have in your possession, custody or control any firearm or other weapon;
- Have no negative contact with Law Enforcement;
- Not associate with gangs, generate graffiti, or possess/wear gang clothing; and
- OTHER:

The Defendant has been informed of the conditions of his release and the consequences and penalties applicable to any violation of the conditions of release set forth above. Defendant has been advised and understands that if he fails to appear as ordered, he may be found guilty of a misdemeanor or felony and punished by a fine and/or by imprisonment in the state prison or county jail. (Cal. Pen. Code §1320, subd. (b).)

I HEREBY ACKNOWLEDGE THAT I HAVE READ THE ABOVE STATEMENT ANNOUNCED IN OPEN COURT TO ME BY THE JUDGE, AND KNOWINGLY, VOLUNTARILY AND WITH FULL UNDERSTANDING OF THE CONSEQUENCES OF MY FAILURE TO ABIDE BY SUCH CONDITIONS, AGREE TO FOLLOW ALL STATED PROVISIONS OF MY CONDITIONAL RELEASE.

Dated: _____

OPERATING EXPENSES

C. Travel (Include location, number of travelers, hotel, meals, transportation, etc.)

Purpose of Travel	Computation	Cost
2019 Mandatory Pretrial Justice Practice Institute Training		\$2,418.00
3 Representatives from the Court (P.J., CEO, Ops Mngtr)	3 Court Representatives x \$806/pp	\$
3 Representative from Justice Partners (Chief Probation Officer, Deputy Chief Probation Officer, Sheriff Representative)	2-3 Probation/Sheriff Representatives x \$806/pp	\$2,418.00
		\$
		\$
Travel Total		\$4,836.00

D. Equipment (non-expendable)

Item Description	Computation	Cost
5- Computers	5 computers x \$2200 each	\$11,000.00
5-Scanners	5 scanners x \$998 each	\$4,990.00
		\$
Equipment Total		\$15,990.00

E. Supplies (expendable items such as office supplies, training materials, etc)

Item Description	Computation	Cost
N/A		\$
		\$
		\$
		\$
Supplies Total		\$0.00

F. Other Costs (necessary project costs not included above)

Item Description	Computation	Cost
Pretrial Supervision Program Licenses (Qty 6-Probation Only)	6 Active Users x \$150/mo x 11 mos	\$9,900.00
Pretrial Supervision Program Set Up Services (one time cost)	1 x \$11640.00	\$11,640.00
Pretrial Supervision Appointment Reminders (based on usage)	\$.60 x 1500 reminders (max/month) x 11 months	\$9,900.00
Pretrial Supervision Telephone Check In (based on usage)	\$2.00/call x 250 calls/month x 11 months	\$5,500.00
Other Costs Total		\$36,940.00
Operating Expense Total		\$ 57,766.00

Pretrial Pilot Program Data Elements Inventory

Below is a comprehensive list of data elements requested. Pilots do NOT need to provide all data elements requested, but applicants will be evaluated on data availability. Judicial Council staff will provide data collection technical assistance, data collection tools, reporting templates and will work with funded projects to ensure that data can be collected and reported to the Judicial Council.

Essential Elements - are necessary to accurately measure the goals of the pretrial pilot program.

Technical Elements for Data Linking - Please indicate which of the listed elements your case management captures. Judicial Council Research and Information Technology staff will work with you to determine the most efficient way to integrate data among justice partners and the Judicial Council.

Supplementary Elements - are desired, but do not need to be created if not currently captured in the respective partner's case management system.

Indicate either, "Yes" or "No" which data elements you will be able to provide in collaboration with your justice system partners. Indicate in the Pilot Project Narrative any anticipated challenges related to collecting data and describe any data quality issues. (RFA 8.1.3.o)

Court Data Elements Requested from Court Case Management System

YES	NO	Essential Elements for Data Analysis	Definition
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Court_Case_ID	Court Case Identification Number Used to Match Cases (i.e., case number, docket number, court case)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Secondary_Identification	One Additional Unique ID Match from the Technical Elements Below Including: Name, Local_ID, FBI, CII, or CDL_ID
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Hearing_FTA	Did Defendant Miss Court Appearance? (e.g., yes, no, 1, 0)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	FTA_Dates	Dates of hearings missed by defendant
<input checked="" type="checkbox"/>	<input type="checkbox"/>	FTA_Bench_Warrant	Bench Warrant Issued, excluding stayed orders (e.g., yes, no, 1, 0)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Warrant_Date	Date Bench Warrant Issued
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Disposition_Outcome	Disposition Result for Each Charge (e.g., dismissal, charge dropped, pled nolo contendere, guilty, not guilty)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Disposition_Event_Date_Time	Disposition Event Date (and time if available) YYYY-MM-DD HH:MM:SS Zone
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Final_Case_Disposition_Date	Date of Final Case Disposition
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Sentence_Type	Sentencing Result for Each Charge (e.g., CDCR, jail, jail and probation, probation, other)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Sentence_Date_Time	Sentence Date (and time if available) YYYY-MM-DD HH:MM:SS Zone

Pretrial Pilot Program Data Element Inventory

Data Elements Requested from Probation

YES	NO	Essential Elements for Data Analysis	Definition
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Tool_Name	Pretrial tool being used
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Assessment_Date_Time	Assessment Date (and time if available) <i>YYYY-MM-DD HH:MM:SS Zone</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Client_Zip_Code	Zip Code of Pretrial Program Participant
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Tool_Responses	Responses to tool questions based on tool used <i>Based on specific tool in use.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Score(s)	Score <i>(e.g. high, 9, enhanced, etc)</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Release_Recommendation	Recommendation for pretrial release type <i>OR, Detain, OR-Conditions</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Release_Authorization	Who authorized pretrial release? <i>Sheriff, magistrate, pre-trial services, Judge</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Release_Type	Type of pretrial release <i>OR, Detain, OR-Conditions</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Release_Date_Time	Pretrial Release Date (and time if available) <i>YYYY-MM-DD HH:MM:SS Zone</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Pretrial_Terms_and_Conditions	Pretrial Monitoring Terms and Conditions <i>(e.g. ankle monitor, phone call check-ins, etc)</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Violation_of_PTR	Any violations of pretrial release Terms and Conditions <i>failed to call in, etc</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	PTR_Violation_Date_Time	Condition Violation Date (and time if available) <i>YYYY-MM-DD HH:MM:SS Zone</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Court_Date_Reminder	Client reminded of court date? <i>Yes, No</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Other_Pretrial_Service	What service was offered to those released? <i>Bus Pass, Counseling Services, etc.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Termination_Outcome	Reason/Outcome of Pretrial Services Terminations <i>sentenced, remand, charges dropped, etc</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Termination_Date	Pretrial Services Termination Date (and time if available) <i>YYYY-MM-DD HH:MM:SS Zone</i>

Pretrial Pilot Program Data Element Inventory

Data Elements Requested from Jail Information Management System

YES	NO	Essential Elements for Data Analysis	Definition
<input checked="" type="checkbox"/>	<input type="checkbox"/>	CII	Offender's Criminal Identification and Information Number
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Name	First and last names
<input checked="" type="checkbox"/>	<input type="checkbox"/>	DOB	Offender's Date of Birth <i>MMDDYYYY</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Arrest_Date_and_Time	Arrest date and time <i>YYYY-MM-DD HH:MM:SS Zone</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Booking_Number	Booking Number
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Booking_Date_Time	Booking Date (and time if available) <i>YYYY-MM-DD HH:MM:SS Zone</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Booking_Type	Type of Jail Booking <i>(i.e., on view, street, warrant, commltment, probation violation)</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Court_Case_ID	Court Case Identification Numbers for all associated cases. <i>(i.e., case number, docket number, court case)</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Charge	Booking Charge Code and Code Section (Note: If data is held as two fields, please include Charge_Code and Charge_Section Variables)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Charge_Level	Type of Charge <i>(e.g., mldemeanor, felony, violation)</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Physical_Release_Date	Release Date From Custody (and time if available) <i>YYYY-MM-DD HH:MM:SS Zone</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Physical_Release_Type	Type of Release <i>(e.g. time served, bail, OR, cite and release, transferred, pretrial supervision, probation, detention only, etc.)</i>

COPY


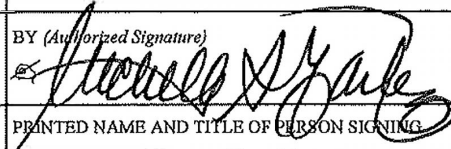
JUDICIAL COUNCIL OF CALIFORNIA
 AGREEMENT COVERSHEET

AGREEMENT NUMBER 46552

- In this agreement ("Agreement"), the term "Court" refers to the Superior Court of California, County of Kings, and the term "Judicial Council" refers to the Judicial Council of California. The Court and the Judicial Council are individually referred to as a "party" and collectively as the "parties."
- This Agreement is effective as of August 9, 2019 ("Effective Date") and expires on December 31, 2021 ("Expiration Date").
- The maximum amount the Judicial Council may pay the Court under this Agreement is \$1,110,046.36 (the "Contract Amount").
- The title of this Agreement is: **Pretrial Pilot Program.**

The purpose or title listed above is for administrative reference only and does not define, limit, or construe the scope or extent of this Agreement.

- The parties agree that this Agreement, made up of this coversheet, the exhibits listed below, and any attachments, contains the parties' entire understanding related to the subject matter of this Agreement, and supersedes all previous proposals, both oral and written, negotiations, representations, commitments, writing and all other communications between the parties.
 Exhibit A – Standard Provisions
 Exhibit B – Special Provisions
 Exhibit C – Payment Provisions
 Exhibit D – Work to be Performed (including Attachment 1: Pretrial Pilot Program Data Elements Inventory)
 Exhibit E – Charts and Forms
 Attachment 1: Acceptance and Sign-off Form
 Attachment 2: Quarterly Progress Report Template
 Attachment 3: Budget Summary

JUDICIAL COUNCIL'S SIGNATURE	COURT'S SIGNATURE
Judicial Council of California	Superior Court of California, County of Kings
BY (Authorized Signature) 	BY (Authorized Signature) 
PRINTED NAME AND TITLE OF PERSON SIGNING Stephen Sandler, Manager, Contracts	PRINTED NAME AND TITLE OF PERSON SIGNING MICHELLE S. MARTINEZ
DATE EXECUTED	DATE EXECUTED 10/11/2019
ADDRESS Attn: Procurement Branch Accounting and Procurement Administrative Division 455 Golden Gate Avenue, 6th Floor San Francisco, CA 94102	ADDRESS Attn: Michelle Martinez, Court Executive Officer Superior Court of California, County of Kings 1640 Kings County Drive Hanford, CA 93230

**EXHIBIT A
STANDARD PROVISIONS**

1. RELATIONSHIP OF PARTIES

The Court, its agents, employees, and Subcontractors, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents of the Judicial Council of California.

2. TERMINATION FOR CAUSE

Either party may terminate this Agreement if the other party materially breaches a provision of this Agreement, and such breach is not cured within 30 days of written notice given by the party seeking to terminate. If the Agreement is terminated by the Judicial Council, the Judicial Council will be relieved of any payment to the Court.

3. NO ASSIGNMENT

Without the written consent of the Judicial Council, the Court shall not assign or delegate this Agreement in whole or in part.

4. TIME OF ESSENCE

Time is of the essence regarding the completion of the Work under this Agreement.

5. VALIDITY OF ALTERATIONS

Alteration or variation of the terms of this Agreement shall not be valid unless made in writing and signed by the parties, and an oral understanding or Agreement that is not incorporated shall not be binding on any of the parties.

6. DISBURSEMENTS

The initial disbursement amount and subsequent disbursement amounts set forth in Exhibit C, Section 2 shall be the only amounts to be paid to the Court by the Judicial Council under this Agreement, unless otherwise modified as provided for in Exhibit C and D.

END OF EXHIBIT

**EXHIBIT B
SPECIAL PROVISIONS**

1. GOALS OF THE PROGRAM

- A. As stated in Senate Bill 73, the Budget Act of 2019 (in section 0250-101-0001—For local assistance, Judicial Branch, Provision 3), the goals of this Pretrial Pilot Program are to:
- i. Increase the safe and efficient prearrestment and pretrial release of individuals booked into jail by expanding own recognizance and monitored release;
 - ii. Implement monitoring practices of those released prearrestment and pretrial with the least restrictive interventions and practices necessary to enhance public safety and return to court;
 - iii. Expand the use and validation of pretrial risk assessment tools that make their factors, weights, and studies publicly available; and,
 - iv. Assess any disparate impact or bias that may result from the implementation of these projects in order to better understand and reduce biases based on race, ethnicity, and gender in pretrial release decision-making.

2. DEFINITIONS

Terms defined below and elsewhere throughout the Contract Documents shall apply to the Agreement as defined.

- A. “**Administrative Director**” refers to that individual or authorized designee, empowered by the Judicial Council to make final and binding executive decisions on behalf of the Judicial Council.
- B. “**Amendment**” means a written document issued by the Judicial Council and signed by the Court that alters the Contract Documents and identifies the following: (i) a change in the Work; (ii) a change in Contract Amount; (iii) a change in time allotted for performance; and/or (iv) an adjustment to the Agreement terms.
- C. “**Appropriation Year**” means the period of time that the legislative authority has authorized spending for a defined purpose. The Appropriation Year for agreements funded by the Legislature of the State of California commences July 1 and ends on June 30 of each year.
- D. “**Confidential Information**” means trade secrets, financial, statistical, personnel, technical, data and data analyses, and other information relating to the business of the Court and the business of the Judicial Council. Confidential Information does not include (i) information that is already known by the receiving party, free of obligation of confidentiality to the disclosing party; (ii) information that becomes generally available to the public, other than as a result of disclosure by the receiving party in

Contract No. 46552 with Superior Court of California, County of Kings

breach of this Agreement; (iii) information that is independently developed by the receiving party without reference to the Confidential Information; and (iv) information that the receiving party rightfully obtains from a Third Party free of the obligation of confidentiality to the disclosing party.

- E. The “**Contract**” or “**Contract Documents**” constitute the entire integrated Agreement between the Judicial Council and the Court, as further described on the cover page to this Agreement. The terms “**Contract**” or “**Contract Documents**” may be used interchangeably with the term “**Agreement**.”
- F. “**Contract Amount**” means the total amount of the funds encumbered under this Agreement for any reimbursement or disbursement by the Judicial Council to the Court for performance of the Work, in accordance with the Contract Documents.
- G. The “**Court**” refers to the Superior Court of California, **County of Kings**, identified on the cover page of this Agreement as contracting with the Judicial Council.
- H. “**Data**” means all types of raw data, including but not limited to individual defendant demographic and criminal history data, and case level data.
- I. “**Data Analysis**” or “**Data Analyses**” means all work product derived from Data, including but not limited to analyses, articles, papers, charts, records, reports, studies, research, memoranda, computation sheets, questionnaires, surveys, evaluations, and other documentation.
- J. “**Data Extract**” means a complete set of the essential data elements and the technical data elements listed in Exhibit D, Attachment 1, for the prescribed period of time indicated in Table 2, *Deliverables*,” Year 1 and Year 2, “Period of Performance.”
- K. “**Day**” means calendar day, unless otherwise specified.
- L. “**Deliverable(s)**” or “**Submittal(s)**” means one or more items, if specified in the Contract Documents, that the Court shall complete and deliver or submit to the Judicial Council for acceptance.
- M. “**Judicial Council Program Manager**” refers to the individual or authorized designee named in this Agreement who will be the primary Judicial Council contact person for this Agreement.
- N. “**Material**” means all types of tangible personal property, including but not limited to goods, supplies, equipment, commodities, and information and telecommunication technology.
- O. “**Notice**” means a written document initiated by the authorized representative of either party to this Agreement and given to the other party by:

- i. Depositing in the U.S. Mail (or nationally-recognized commercial express carrier) prepaid to the address of the appropriate authorized representative of the other party, which shall be effective upon date of receipt;
 - ii. Hand-delivered to the other party's authorized representative, which shall be effective on the date of service; or
 - iii. Sent by electronic mail, which shall be effective upon the date of delivery.

- P. **"Pretrial Pilot Program" or "Program"** refers to all administrative activities of the Judicial Council in furtherance of pretrial pilot projects in the courts, in accordance with the requirements for data collection, analyses, reporting and other responsibilities of the Judicial Council as set forth in the Budget Act of 2019, together with the activities of each pretrial pilot project, as well as the Project and the Work.

- Q. **"Pretrial Pilot Project" or "Project"** refers to all activity relative to this Agreement that is the responsibility of the Court, including Work of the Court, its Subcontractors and justice system partners, pertaining to pretrial matters that address the detention or release of arrested individuals pending resolution of their criminal charges, as further set forth in *Exhibit D, Work to be Performed*.

- R. **"Pretrial risk assessment tool"** means an instrument used to measure the risks associated with release of an individual before resolution of the person's current criminal offense.

- S. **"Program Funds" or "Funds"** mean the amount available to the Court from the funding of the Pretrial Pilot Program for Fiscal Years 2019-2020 and 2020-2021. Funding authorization for the Pretrial Pilot Program is based on an appropriation to the Judicial Council in the Budget Act of 2019.

- T. **"Subcontractor"** means an individual, firm, partnership, public agency, or corporation having a contract, purchase order, or agreement with the Court, or with any Subcontractor of any tier for the performance of any part of the Agreement. When the Judicial Council refers to Subcontractor(s) in this document, for purposes of this Agreement and unless otherwise expressly stated, the term "Subcontractor" includes, at every level and/or tier, all subcontractors, subconsultants, suppliers, vendors and materialmen.

- U. **"Sufficient Progress Toward Monetary Spending and Budget Forecast"** means verification by the Court that at least 55% of the total of all Program Funds previously received by the Court from any and all disbursements of Program Funds has been encumbered and/or expended.

- V. **"Suspend Work Order"** means the written Notice, delivered in accordance with this Agreement, by which the Judicial Council may require the Court to suspend all, or any part, of the Work of this Agreement, for the period set forth in the Suspend Work

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Order. The Suspend Work Order shall be specifically identified as such and shall indicate that it is issued pursuant to the Suspend Work provision in this *Exhibit B*.

- W. “**Task(s)**” means one or more functions, if specified in the Contract Documents, to be performed by the Court for the Judicial Council.
- X. “**Third Party**” refers to any individual, association, partnership, firm, company, corporation, public entity, consultant, Subcontractor, or combination thereof, including joint ventures, other than the Judicial Council or the Court.
- Y. “**Validation**” means the process of using scientific research to measure the accuracy and reliability of the pretrial risk assessment tool in assessing the risk of a person failing to appear in court as required or the risk to public safety due to the commission of a new criminal offense if the person is released before resolution of the person’s current criminal offense.
- Z. “**Work**” or “**Work to be Performed**” or “**Contract Work**” may be used interchangeably to refer to the service, labor, Materials, Data, and other items necessary for the execution, completion and fulfillment of the Agreement by the Court for the Project. Work may be defined to include Tasks, Deliverables, and/or Submittals, as required by the Contract.

3. MANNER OF PERFORMANCE OF WORK

The Court shall complete all Work specified in these Contract Documents as outlined in Exhibit D, Work To Be Performed (including Section 10, *Deliverables*) and in accordance with this Agreement.

4. TERMINATION OTHER THAN FOR CAUSE

In addition to termination for cause under *Exhibit A, Standard Provisions*, paragraph 2, the Judicial Council may terminate this Agreement for convenience, in whole or in part, at any time upon providing the Court written Notice at least ten (10) Days before the effective date of termination. Upon receipt of the termination Notice, the Court shall promptly discontinue all Work affected unless the Notice specifies otherwise.

5. JUDICIAL COUNCIL'S OBLIGATION SUBJECT TO AVAILABILITY OF FUNDS

- A. The Judicial Council’s obligations under this Agreement are subject to the availability of authorized funds. Upon Notice to the Court, the Judicial Council may terminate the Agreement or any part of the Work, without prejudice to any right or remedy of the Judicial Council, if expected or actual funding to compensate the Court is withdrawn, reduced, limited, or reallocated.

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- B. Funding for this Agreement beyond the current Appropriation Year is conditional upon appropriation of sufficient funds to support the activities described in this Agreement. Should such an appropriation not be approved, the Agreement will terminate at the close of the current Appropriation Year.

6. SUSPEND WORK

- A. The Judicial Council may, at any time, issue a Suspend Work Order to require the Court to stop all, or any part, of the Work of this Agreement, for a period up to ninety (90) Days after the Suspend Work Order is delivered to the Court, and for any further period to which the parties may agree. The Suspend Work Order shall be specifically identified as such and shall indicate it is issued under this provision. Upon receipt of the Suspend Work Order, the Court shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the Work covered by the Suspend Work Order during the period of Work stoppage. Within a period of ninety (90) Days after a Suspend Work Order is delivered to the Court, or within any extension of that period to which the parties shall have agreed, the Judicial Council shall either:
 - i. Cancel the Suspend Work Order; or
 - ii. Terminate the Work covered by the Suspend Work Order, pursuant to termination provisions in this Agreement.
- B. If a Suspend Work Order issued under this provision is canceled or the period of the Suspend Work Order or any extension thereof expires, the Court shall resume Work. The Judicial Council shall make an equitable adjustment in the delivery schedule, if applicable.

7. DEFICIENT PERFORMANCE

- A. Should the Judicial Council find the Court or any of its Subcontractors to be deficient in any aspects of performance under this Agreement, the Court shall submit a proposed corrective action plan to the Judicial Council. The corrective action plan shall identify specific action to be taken to correct the deficient performance and shall be submitted within forty-five (45) days after notification of the deficiencies. Should the Court fail to present a corrective action plan as required or take appropriate corrective action, the Judicial Council shall notify the Court in writing that this Agreement is terminated, in whole or in part.
- B. Court agrees to permitting Judicial Council, at its discretion, to enable modification of Contract Amount for reallocation as necessary, transfer of budgeted amounts from one fiscal year to another or transfer of unspent funds between courts depending on the Court's progress on meeting the scope and goals of the Program.
 - i. If Judicial Council determines that a court will be unable to spend its full funding allocation, Judicial Council may approve redistribution of the funds among pilot

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courts, approve awards to applicant courts not included in the initial awarding, or solicit additional proposals to ensure that all Program Funds are fully spent.

- C. Failure to meet the requirements set forth in *Exhibit D* may result in revocation of funding awarded by the Judicial Council to the Court.

8. AGREEMENT ADMINISTRATION/COMMUNICATION

- A. Overall, under this Agreement, the Judicial Council Program Manager may monitor and evaluate performance of the Work. The Judicial Council Program Manager for this Agreement is **Shelley Curran**. All requests and communications about the Work to be performed under this Agreement shall be made through the Judicial Council Program Manager. Any Notice from the Court to the Judicial Council shall be delivered to:

Judicial Council of California
Shelley Curran, Judicial Council Program Manager
455 Golden Gate Avenue
San Francisco, CA 94102-3688
OR
Email: Shelley.Curran@jud.ca.gov

The Judicial Council may update the Program Manager information above from time to time by providing Notice to the Court. An amendment to this Agreement is not necessary for the foregoing updates.

- B. Notice to the Court shall be delivered to:

Superior Court of California, County of Kings
Michelle Martinez, CEO
1640 Kings County Drive
Hanford, CA 93230
OR
Email: mmartinez@kings.courts.ca.gov

9. STANDARD OF PROFESSIONALISM

The Court shall conduct the Project and all Work consistent with professional standards for the industry and type of Work being performed under the Agreement.

10. ACCEPTANCE OF THE WORK

- A. The Judicial Council Program Manager shall be responsible for the sign-off acceptance of all the Work required and submitted pursuant to this Agreement. Prior to approval of the Work and prior to approval for payment disbursement, the Judicial Council Program Manager will apply the acceptance criteria set forth in subparagraph B of this

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provision, as appropriate, to determine the acceptability of the Work provided by the Court. Unsatisfactory ratings will be resolved as set forth in this provision.

- B. Acceptance Criteria for Work ("Criteria") provided by the Court pursuant to this Agreement:
- i. Timeliness: The Work was delivered on time;
 - ii. Completeness: The Work contained the Data, Deliverables, Materials, services and features required in the Contract;
 - iii. Technical accuracy: The Work is accurate as measured against commonly accepted standards (for instance, a statistical formula, an industry standard, or de facto marketplace standard);
 - iv. Compliance: The Work is in accordance with this Agreement and applicable laws, rules, regulations, and policies.
- C. The Court shall provide the Work to the Judicial Council, in accordance with direction from the Judicial Council Program Manager. The Judicial Council shall accept the Work, provided the Court has delivered the Work in accordance with the Criteria. The Judicial Council Program Manager shall use the Acceptance and Sign-off Form, provided as *Attachment 1 of Exhibit E*, to notify the Court of the Work's acceptability.
- D. If the Judicial Council rejects the Work provided, the Judicial Council Program Manager shall submit to the Court a written rejection using Attachment 1, Acceptance and Sign-off Form, describing in detail the failure of the Work as measured against the Criteria. If the Judicial Council rejects the Work, then the Court shall have a period of thirty (30) business days from receipt of the Notice of Rejection to correct the stated failure(s) to conform to the Criteria.
- E. If the Judicial Council Program Manager requests further change, the Court shall meet with the Judicial Council Program Manager, within ten (10) business days of such request, to discuss changes for the final submission of the Work. The Court shall provide the Work within ten (10) business days after this meeting, at which time the Work will be accepted, or the question of its acceptability referred to the Administrative Director of the Judicial Council and a principal of the Court, as set forth in subparagraph F, below.
- F. If agreement cannot be reached between the Judicial Council Program Manager and the Court on the Work's acceptability, a principal of the Court and the Administrative Director of the Judicial Council, or its designee, shall meet to discuss the problem. If agreement cannot be reached, in the reasonable judgment of the Administrative Director of the Judicial Council, or its designee, and/or the Court fails to cure such deficiencies that are perceived in the Work to the reasonable satisfaction of the Administrative Director, or its designee, in the reasonable time established by the Administrative Director, the Judicial Council may reject the Work and will notify the Court in writing of such action and the reason(s) for so doing. Upon rejection of the

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Work, the Judicial Council may terminate this Agreement pursuant to the terms of *Standard Provisions*, paragraph 2, as set forth in *Exhibit A*.

11. CLOSE OUT PROCEDURES

Prior to the conclusion of the Agreement, the Court shall administer close out procedures for the Pretrial Pilot Project. Close out of the Pretrial Pilot Project shall include, but not be limited to, the Court completing all applicable administrative, financial and data reporting actions as required by this Agreement.

12. NON-DUPLICATION OF PRIOR-FUNDED EXPENDITURES

The Court certifies that neither the Court nor any Subcontractors have any ongoing or completed projects with the Judicial Council, or other funding sources, that duplicate or overlap any Work contemplated or described in this Agreement. The Court agrees that any pending or proposed request for other funds that would duplicate or overlap Work under this Agreement will be revised to exclude any such duplication of funded expenditures. Any such duplication of expenditures subsequently determined by audit will be subject to recovery by the Judicial Council.

13. NO SUPPLANTATION

The Court certifies in good faith that, by signing this Agreement, no supplantation of nonfederal, state, or county funds will occur with funds. Funds may not be used to supplant or replace already allocated funding for salaries of any current Court staff (including judges, district attorneys, public defenders, drug court coordinators, probation officers, treatment personnel or clerical staff). Funds provided pursuant to this Agreement may only be used for new or expanded services for which no funds have been previously identified.

14. ACCOUNTING SYSTEM REQUIREMENT

The Court shall establish and maintain an adequate system of accounting, financial records and internal controls to account accurately for funds received and disbursed in accordance with applicable federal and state requirements, the Trial Court Financial Policies and Procedures Manual, and the Judicial Branch Contracting Manual. The accounting system and financial records must reflect total Program cost, including Judicial Council funds and any other fund sources included under this Agreement.

15. RETENTION OF RECORDS

The Court shall maintain all financial Data, supporting documents, and all other records relating to performance and billing under this Agreement for a period in accordance with state and federal law, a minimum retention period being no less than four (4) years. The retention period starts from the date of the submission of the final payment request. The Court is also obligated to protect adequately such Data against fire or other damage or loss.

16. RIGHT TO AUDIT

- A. The Court shall permit all records relating to the Work, the Project, performance, procedures, and billing to the Judicial Council under this Agreement to be inspected and/or audited, at any reasonable time, by the authorized representative of the Judicial Council.
- B. This Agreement is subject to examinations and audit by the State Auditor for a period of three years after the final disbursement under this Agreement. The right of each agency to inspect and/or audit this Agreement is independent of whether or not any other audit or inspection has been performed.

17. AUDIT COMPLIANCE

The Court shall accept responsibility for receiving, replying to, and/or complying with any audit findings or exceptions by appropriate state audit agencies that directly relate to the Work. A draft of any reply shall be reviewed by Judicial Council Audit Services prior to release to the applicable entity. A copy of the final reply shall be submitted to Judicial Council Audit Services.

18. LOBBYING

Amounts disbursed by the Judicial Council to the Court shall not be used, indirectly or directly, to influence Executive Orders or similar promulgation by federal, state, or local agencies, or to influence the passage or defeat of any legislation by federal, state, or local legislative bodies.

19. POLITICAL ACTIVITIES

The Court shall not contribute or make available funds disbursed under the Agreement to any political party or association, or the campaign of any candidate for public or party office. The Court shall not use funds awarded to the Court in advocating or opposing any ballot measure, initiative, or referendum. Finally, the Court and employees of the Court shall not identify the Judicial Council with any partisan or nonpartisan political activity associated with a political party or association or campaign of any candidate for public or party office.

20. CONFIDENTIALITY

All financial, statistical, personnel, technical, and other Confidential Information, including Data and Data Analyses, relating to the Judicial Council's or the Court's operations that are designated confidential or which a reasonable person would deem to be confidential shall be protected by the other party from unauthorized use and disclosure, except that either party may disclose Confidential Information as required by law or court order, and the Judicial Council may disclose Data, Data Analyses, and Deliverables as required or permitted by law to perform official duties and its obligations under this Agreement.

21. LIMITATION ON PUBLICATION

In any contract the Court may enter into with a Subcontractor for the Work, the Court shall include language that prohibits the Subcontractor from publishing or broadcasting any article, press release, advertisement, or other writing that references the "Judicial Council" or "Judicial Council of California", unless previously approved in writing by the Judicial Council's Principal Manager, Procurement and Public Affairs Officer. Notwithstanding the above, internal communications or writings within a Subcontractor's organization and/or between the Court and a given Subcontractor organization making reference to the above terms in quotations shall not require approval by the Judicial Council's Principal Manager, Procurement and Public Affairs Officer.

22. DATA ANALYSES

The Judicial Council retains and owns all rights (including copyrights), title, and interest in and to any Data Analysis produced by the Judicial Council or its contractors. For any Data Analysis produced by the Court or Subcontractors, the Court grants to the Judicial Council a perpetual, irrevocable, royalty-free license to use, reproduce, display, distribute, and modify the Data Analysis and to sublicense such rights to other entities, in each case for California judicial branch business and operations.

23. CHANGES AND AMENDMENTS

Changes or Amendments to any component of the Contract Documents can be made only with prior written approval from the Judicial Council Program Manager. Requests for changes or Amendments must be submitted in writing and must be accompanied by a narrative description of the proposed change and the reasons for the change. After the Judicial Council reviews the request, a written decision shall be provided to the Court. Notwithstanding the foregoing, any changes or amendments to the Agreement shall be authorized via execution of an Amendment by both parties.

24. SUBCONTRACTING

- A. The Court shall remain fully responsible for the performance of Subcontractors, including all services and activities in connection with the Work. The Judicial Council shall not be responsible for any liability or damages arising out of the Work or Subcontractors' acts or omissions. No party to this Agreement shall in any way contract on behalf of or in the name of another party to this Agreement.
- B. The Court shall promptly provide the Judicial Council Program Manager with copies of any memoranda of understanding, subcontracts, purchase orders, or any other Project-related agreements (collectively, "Subcontractor Agreements"), and the Court shall not execute any Subcontractor Agreement whose terms conflict with the terms of this Agreement. The Court shall ensure that all Subcontractor Agreements comply with California law and any other applicable laws, rules, and regulations. In the event of a conflict between a Subcontractor Agreement and this Agreement, this Agreement shall control.

25. DATA SUBMISSION

The Court shall be solely responsible for ensuring that its Subcontractors and justice system partners submit to the Judicial Council the Data Extracts identified in Exhibit D, Attachment 1, according to the timeline identified in Exhibit D, Section 10.

26. INSURANCE REQUIREMENTS

The Court shall ensure that any Subcontractors maintain adequate insurance coverage, as set forth below:

- A. Subcontractors providing services to the Court shall maintain and show proof of adequate insurance coverage before beginning the Work of this Contract.
- B. Subcontractor insurance policies must be endorsed to include the Court as an additional insured. The Court must receive certificates of insurance from the Subcontractor, or verify coverage is current and on file with the Court, prior to the beginning of any Work.
- C. Subcontractors shall maintain insurance coverage that is appropriate to their business operations and the nature of the work, goods, or services provided to the Court. Examples of the types of insurance coverage generally maintained by reputable Subcontractors include, but are not limited to the following:
 - i. Workers Compensation.
 - ii. Employer's Liability.
 - iii. Commercial General Liability including property damage and bodily injury (provided, however, that if Subcontractor is a public entity, such Subcontractor is permitted to meet this requirement by maintaining a program of self-insurance that is sufficient in scope and amount to enable Subcontractor to pay in the ordinary course of business insurable claims, losses, and expenses, including insurable claims, losses, and expenses that arise out of Subcontractors' acts or omissions).
 - iv. Automobile Liability – Owned, non-owned, and hired vehicles, including bodily injury and property damage.
 - v. Professional Liability (errors and omissions/malpractice) – Required if a Subcontractor provides professional/design services (attorneys, consultants, architects, engineers, etc.).

27. CALIFORNIA LAW

This Agreement shall be subject to and construed in accordance with the laws of the State of California.

28. SEVERABILITY

If any term or provision of this Agreement is found to be illegal or unenforceable, this Agreement shall remain in full force and effect and that term or provision shall be deemed stricken.

29. NO WAIVER

The omission by either party at any time to enforce any default or right, or to require performance of any of this Agreement's terms, covenants, or provisions by the other party at the time designated, shall not be a waiver of the default or right, nor shall it affect the right of the party to enforce those provisions later.

30. SIGNATURE AUTHORITY

The parties signing this Agreement certify that they have proper authorization to do so. Each party's representative who signs this Agreement has the authority to bind such party to this Agreement.

31. SURVIVAL

The termination or expiration of the Agreement shall not relieve either party of any obligation or liability accrued hereunder prior to or subsequent to such termination or expiration, nor affect or impair the rights of either party arising under the Agreement prior to or subsequent to such termination or expiration, except as expressly provided herein.

32. ENTIRE AGREEMENT

This Agreement, consisting of all documents set forth herein, constitutes the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous proposals, both oral and written, negotiations, representations, commitments, writing and all other communications between the parties. No waiver, alteration, modification of, or addition to the terms and conditions contained herein shall be binding unless expressly agreed in writing by both parties.

33. COMPLIANCE

Notwithstanding any provision to the contrary, both parties shall comply with all applicable federal, state, and local laws, rules, regulations, and policies, including the Judicial Branch Contracting Manual. The Court shall comply with the Trial Court Financial Policies and Procedures Manual, and the State of California's Manual of Accounting for Audit Guidelines for Trial Court as published by the State Controller's Office, when the Court utilizes County administrative services. The Court shall be responsible for ensuring that Subcontractors are in compliance with this Agreement, and follow all applicable laws, rules, regulations, and policies.

34. MISCELLANEOUS

All headings are for reference purposes only and do not affect the interpretation of this Agreement. The word "including" means "including, without limitation." This Agreement may be executed in counterparts, each of which is considered an original. The Court and the Judicial Council shall attempt in good faith to resolve informally and promptly any dispute that arises under this Agreement.

END OF EXHIBIT

**EXHIBIT C
PAYMENT PROVISIONS**

1. CONTRACTUAL AND REGULATORY COMPLIANCE

- A. Funds allocated to the Project by this Agreement shall be used for the purposes established by the Budget Act and by this Agreement, and shall not be used for any other purpose.
- B. Funds may not be used to benefit any member of the Pretrial Reform and Operations Working Group or Judicial Council. This applies to those who were members as of August 9, 2019. Reimbursements for actual and necessary expenses incurred in the performance of official duties are permitted.
- C. Under no circumstances will an exception be allowed to provide a financial benefit to a member of one of the groups listed in the previous paragraph other than for the reimbursement for actual and necessary expenses incurred in the performance of official duties.

2. CONTRACT AMOUNT

- A. The total amount the Judicial Council may pay to the Court under this Agreement for performing the Work, set forth in *Exhibit D, Work to be Performed*, shall be the amount of **\$307,034.36** for the initial disbursement amount, then **\$114,716.00** for subsequent disbursement amounts in accordance with the Deliverable Schedule in *Exhibit D*, for the total Contract Amount as set forth in this *Exhibit C*.
- B. The Court shall not roll over or carry forward any remaining balance of the Contract Amount, after the Agreement expires or terminates. Within 60 days after termination or expiration of the Agreement, the Court will return to the Judicial Council any portion of the Contract Amount that has not been expended for the Project.

3. PAYMENT

- A. For performing the Work of this Agreement, the Judicial Council shall compensate the Court upon the completion of the Work and Acceptance of the Deliverables, as set forth in *Exhibit D, Work to be Performed*. The Judicial Council shall not be responsible for any fees, costs (including operational or administrative costs), expenses (including travel expenses), or overhead incurred by the Court or Third Parties in connection with the Work or the Project. Notwithstanding any provision to the contrary, payments to the Court are contingent on the Court's compliance with this Agreement.

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- B. The total amount that the Judicial Council may disburse to the Court, pursuant to this Agreement, shall not exceed **\$1,110,046.36**.

4. METHOD OF PAYMENT

A. The Judicial Council will make payment in arrears after acceptance of the Work, including Court's properly completed Quarterly Progress Report and any required documentation. The Quarterly Progress Report shall clearly indicate the following information:

- i. The Court's name and remittance address, if different from the mailing address.
- ii. The Court's contact person's name, telephone number, and e-mail address.
- iii. The **FY 2019-2020** or **FY 2020-2021** Contract number.

B. The Court shall submit the Quarterly Progress Reports to: pretrial@jud.ca.gov

C. The Work shall be provided during the period commencing on the Effective Date until **December 31, 2021**.

5. OTHER EXPENSES

The Judicial Council shall not consider reimbursement for costs not defined as allowable in this Agreement, including but not limited to any administrative, operating, travel, meals, and lodging expenses incurred during the performance of this Agreement, and ineligible uses of award funds, as further set forth in Exhibit D.

6. TAXES

The Judicial Council is exempt from federal excise taxes and no payment will be made by the Judicial Council for any taxes levied on the Court's or any Subcontractor's employees' wages.

7. DISALLOWANCE

If the Court claims or receives payment from the Judicial Council for a service or reimbursement that is later disallowed by the Judicial Council, the Court shall promptly refund the disallowed amount to the Judicial Council upon the Judicial Council's request. At its option, the Judicial Council may offset the amount disallowed from any payment due or that may become due to the Court under this Agreement or any other agreement.

8. PAYMENT DOES NOT IMPLY ACCEPTANCE OF WORK

The disbursement of any payment by the Judicial Council shall in no way lessen the liability of the Court to replace unsatisfactory Work or Material, even if the unsatisfactory character of such Work or Material may not have been apparent or detected at the time such payment was made. Materials, Data, components, or workmanship that do not conform to *Exhibit D, Work to Be*

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Performed, shall be rejected and shall be replaced by the Court without delay.

END OF EXHIBIT

**EXHIBIT D
WORK TO BE PERFORMED**

1. PROJECT REQUIREMENTS

- A. The Court is responsible for ensuring that the following Pretrial Pilot Project ("Project," as defined in Exhibit B) requirements are met:
- i. A pretrial risk assessment shall be conducted of all persons booked into and detained in actual jail custody and who are not otherwise released under existing release policies.
 - ii. Assessment and release decisions shall be completed prior to arraignment for those who are eligible for release without a hearing.
 - iii. Assessment information shall be provided to the Court prior to arraignment for those for whom a hearing is required.
 - iv. Persons deemed ineligible for bail under Article I of the California Constitution shall not be assessed.
 - v. Each arrested person who is eligible for release on bail under current law shall be entitled at any time to post bail as specified in the county bail schedule or for the amount set on an arrest warrant, or as otherwise set by the Court, whether or not a risk assessment has been completed.
 - vi. Monitoring of those released prearraignment and pretrial shall be implemented with the least restrictive interventions and practices necessary to enhance public safety and return to court;
 - vii. The Court's Project shall be implemented by the Court on a countywide basis.
- B. The Project's Requirements shall be fully operational by June 30, 2020.

2. GENERAL APPROVED USE OF AWARD FUNDS

- A. The Court is responsible for the use of Program Funds for the Pretrial Pilot Project. Acceptable uses of Program Funds include the following:
- i. Salary and benefits for court employees necessary to meet the operational requirements;
 - ii. Technology costs to facilitate information exchanges and process automation

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between justice system partners. These costs may include software implementation and licensing; professional services for development, integration, data collection and cleaning, and other related professional services; necessary hardware including tablets, computers, servers, etc.

- iii. Court date reminder systems;
- iv. Registration fees for trainings and conferences, with proof of attendance, that are directly related to the Project;
- v. Equipment, defined as non-expendable items costing \$5,000 or above. Such items shall be clearly related to the Project objectives and directly contribute to Project activities;
- vi. Purchase, production, or reproduction of educational and training materials;
- vii. The Court's indirect costs, not to exceed 20%, calculated as a percentage of court employee salaries and benefits charged to this Project;
- viii. Costs of pretrial release support services given to program participants. Support may only be provided for transportation (bus, gas and other transportation passes) and emergency food support. Funds shall not be distributed as cash. The Court shall maintain both proof of purchase and proof of distribution to program participants. Court employees, Subcontractors, or anyone other than a program participant are prohibited from receiving support services;
- ix. Costs associated with collecting, maintaining and reporting required data, including computers, staffing and other costs; and
- x. Any other expenses directly related to the Project not listed herein, as properly budgeted and approved by the Judicial Council.
- xi. The Court may subcontract for Services, including but not limited to, electronic monitoring and ongoing supervision, assessments, job and educational training, residential or outpatient treatment for mental health or substance abuse/dependence, health screening, transitional/temporary housing, participant travel costs associated with treatment and court appearances, and drug testing, alcohol monitoring, and related supplies. The Court shall promptly provide a copy of all fully executed subcontracts to the Judicial Council.

3. INELIGIBLE USES OF AWARD FUNDS

A. Ineligible use of award funds, except in situations where prior written approval has been obtained from the Judicial Council Program Manager, include but are not limited to:

- i. No financial costs may be imposed on released persons for any required conditions or services of pretrial release monitoring;
- ii. Duplication of services that are already being provided by a justice system partner;
- iii. Food and/or drink of any kind including bottled water and related purified water dispensers (either by the Court and/or Subcontractor except as outlined in support services or associated with approved travel);
- iv. Gift cards, field trip passes, movie tickets, or other incentives;
- v. Membership dues;

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- vi. Penalties, fines, late fees, licenses, interest, damages, and/or settlements resulting from violations or noncompliance by program participants;
- vii. Costs for fundraising, scholarships, tuition, stipend, contributions and donations, or non-incentive-related gifts;
- viii. Entertainment costs such as show tickets, sporting events, and/or any other events; and
- ix. Participant living expenses including food, utility bills, vehicle expenses, parking, medical insurance premiums, etc.

4. PROGRAM REQUIREMENTS

A. Project Management

The Project Management Team under this Agreement for the Kings County Superior Court is as follows:

Table 1: Key Court Project Management Team Personnel

Name	Position/Title	Email Address
Tarter, Hon. Donna	Judge	dtarter@kings.courts.ca.gov
Martinez, Michelle	Court Executive Officer	mmartinez@kings.courts.ca.gov
Bergstrom, Shane	Court Information Technology Manager	sbergstrom@kings.courts.ca.gov
Cotta, Kim	Program Manager	kcotta@kings.courts.ca.gov
Salyer, Sandy	Accounting Contact	ssalyer@kings.courts.ca.gov

The Court may update the Project Management Team information above from time to time by providing Notice to the Judicial Council. An amendment to this Agreement is not necessary for the foregoing updates.

B. Program Training

The Judicial Council will host meetings related to pretrial services. The Court and justice system partners are required to attend the Pretrial Justice Partner Institute, "PJPI", scheduled for **October 9-10, 2019**, in Oakland, and are required to attend an additional conference scheduled for the Fall of 2020. The Court may use Program funding for expenses associated with attendance.

5. PROJECT SCHEDULE

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The Court shall provide the Judicial Council a Project Implementation Plan and Timeline by January 15, 2020. See, *Deliverables*, Year 1, number 3.

The Court is required to complete the Project no later than December 31, 2021 (the "Project End Date"). If additional time is needed to complete a Deliverable, the Court shall submit a written request for an extension of time to the Judicial Council Program Manager with a detailed explanation of the any extenuating circumstances. Extension of the final Deliverable deadline is not permitted.

6. REPORTING AND TRACKING

- A. *Quarterly Progress Reports (QPR)*: The Court shall submit quarterly reports that summarize funding-related activities and provide other information. Reports are due in accordance with Exhibit D. The report must include progress toward goals and objectives, program achievements and challenges, and changes to key staff or procedures. The report must also include measurable outcomes, as identified in Section 10 of Exhibit D.
- B. *Fiscal Tracking*: The Court shall track, account for, and report on all expenditures related to the Project separately from all other expenditures by using the WBS code in the Phoenix system. The Court may use additional funding sources in conjunction with the funding provided under this Agreement to complete the Project; however, the Court must retain the ability to separately track and specifically report on the application and use of the funds provided under this Agreement through the consistent use of designated WBS code, and must abide by the "no supplantation" provision (Exhibit B.13) (See also, Exhibit B, Section 13.)
- C. *Final Report*: The Court shall submit a final report to the Judicial Council by **October 21, 2021**, the Project End Date, or termination date, whichever occurs first. This report shall itemize how funds were spent; provide final measurable outcomes information; describe what was accomplished, including the receipt of any products or services delivered by consultants; and offer advice to other courts that might seek to replicate the Project. The Judicial Council may require the Court to produce the *Final Report* in a specific format and provide additional information to be contained within the *Final Report*. If the *Final Report* is to be produced within 60 days of a *Quarterly Progress Report*, the requirement to produce the relevant *Quarterly Progress Report* may be modified by the Judicial Council.
- D. *Data Collection Plan*: Data Extracts shall be submitted by the Court and, as appropriate, by each justice system partner agency, in CSV or other standard machine-readable format with appropriate data labels and transmitted by a secure file transfer method to the Judicial Council, unless otherwise specified by the Judicial Council. The Court shall be responsible for ensuring that the Data extracts are submitted by the Court and by each justice system partner agency unless otherwise specified by the Judicial Council.
- E. *Supporting Documentation*: The Court shall maintain supporting documentation (e.g., timesheets, invoices, contracts, etc.) used to document expenditures, compile reports, and shall

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promptly provide copies of this supporting documentation to the Judicial Council or its designee, as requested.

- F. *Failure to Report*: Failure to provide a *Quarterly Progress Report* or *Final Report* that is acceptable to the Judicial Council may result, at the Judicial Council's discretion, in a delay of payment under this Agreement or termination of this Agreement.

7. DATA STORAGE

The Judicial Council and the Court shall store all Data from the Court and its justice system partners on a secure server and shall implement and maintain appropriate administrative, physical, technical, and procedural safeguards against the destruction, loss, misuse, unauthorized disclosure or access, or alteration of Data.

8. DATA ACCESS AND USE

- A. The Judicial Council shall access and use Data submitted by the Court and its justice system partners to fulfill the goals of the Program, including but not limited to reports to the Legislature, the Department of Finance, and the Joint Legislative Budget Committee, and to otherwise comply with law or perform its obligations under this Agreement and its official duties, as permitted by law.
- B. In the event that this Agreement expires or terminates, the Judicial Council shall be permitted, in accordance with law, to access, use, and disclose Data previously submitted by the Court.
- C. Upon discovery or reasonable belief of any data breach, the Judicial Council or the Court shall promptly notify the other party. A "data breach" means any access, destruction, loss, theft, use, modification or disclosure by an unauthorized Third Party of confidential or personal Data in the possession of the Judicial Council or the Court. The notification shall identify (i) the nature of the data breach; (ii) the data accessed, used or disclosed; (iii) who accessed, used, disclosed and/or received data (if known); (iv) what the Judicial Council or the Court has done or will do to mitigate the data breach; (v) what corrective action the Judicial Council or the Court has taken or will take to prevent future data breaches.

9. MEASURABLE OUTCOMES

- A. The Court is responsible: for ensuring that the Project is fully operational and fulfilling all Project Requirements, as set forth in Exhibit D.2., by June 30, 2020.
- B. The Court, its Subcontractors and justice system partners shall submit Data Extracts for this Project, as identified in Exhibit D, Attachment 1, to the Judicial Council according to the timeline in Section 10 of Exhibit D, as required by the Council to measure the outcomes of the Project. The Court shall be responsible for ensuring that the Data Extracts are submitted by the Court and by each Subcontractor and justice system partner, unless otherwise specified by the Judicial Council.

- C. The required Data Extract shall include individual and case level data for all individuals booked into county jail during each reporting period. The Court and its justice system partners shall submit “Essential data elements” (as set forth in Exhibit D, Attachment 1) and a sufficient number of “Technical data elements” (as set forth in Exhibit D, Attachment 1) to enable the Judicial Council to perform data linkage.
- i. The data elements requested for each agency are listed in Attachment 1.
 - ii. At a minimum, the Court and its justice system partner agencies shall provide all of the “essential data elements” and a sufficient number of “technical data elements” to enable the Judicial Council to perform data linkage.
 - iii. The Court and its justice system partner agencies shall provide “Supplementary data elements” as available.
- D. Historical data from January 2015 to June 2019 shall be provided to the Judicial Council by the Court and by each justice system partner agency. The historical data shall include, at a minimum, all of the “Essential data elements” and a sufficient number of “Technical data elements,” (as set forth in Exhibit D, Attachment 1) to enable the Judicial Council to perform data linkage. The “Supplementary data elements” must be provided, as available. The Judicial Council will work with agencies to determine an acceptable subset of data if complete historical data is unavailable.
- E. *Failure to Provide Information:* The required reporting detailed in this section is vital to the success of the Pretrial Pilot Program. Therefore, failure to provide any and all of the required reports, Project Implementation Plan and Timeline, and Data Extracts, as set forth in paragraph 10 of Exhibit D, “Deliverables,” in a form that is acceptable to the Judicial Council may result, at the Judicial Council’s discretion, in a delay of payment under this Agreement or termination of this Agreement.
- F. *Sufficient Progress Towards Budget Forecasting:* Progress towards monetary spending and budget forecasts shall be monitored and assessed by Judicial Council staff on a regular basis. The Court must show adequate and sufficient progress in meeting their budgetary spending as set forth in Exhibit E, Attachment 3 . In the event of the insufficient progress, the Judicial Council retains the right to reduce the contract amount and redistribute funds to other courts that have applied for Program funding.

10. DELIVERABLES

- A. The Court shall provide the Work (including the Deliverables) in accordance with the following tables:

Table 2: Deliverables - Year-1

No.	Description	Period of Performance	Due Date	Amount per Deliverable not to exceed:
1	<ul style="list-style-type: none"> ▪ Execution of Contract 		Upon Execution of Contract	\$307,034.36
2	<ul style="list-style-type: none"> ▪ Quarterly Progress Report (QPR) ▪ Data Extract 	FY1 - Q1 July -Sept. 2019	October 15, 2019	\$114,716.00
3	<ul style="list-style-type: none"> ▪ Historical Data Extract Jan 2015—June 2019 ▪ Quarterly Progress Report ▪ Data Extract ▪ Project Implementation Plan and Timeline ▪ Sufficient Progress Toward Monetary Spending and Budget Forecast 	FY1 - Q2 Oct.-Dec. 2019	January 15, 2020	\$114,716.00
4	<ul style="list-style-type: none"> ▪ Quarterly Progress Report ▪ Sufficient Progress Toward Monetary Spending and Budget Forecast 	FY1 - Q3 Jan-March 2020	April 15, 2020	\$114,716.00
5	<ul style="list-style-type: none"> ▪ Quarterly Progress Report ▪ Data Extract ▪ Sufficient Progress Toward Monetary Spending and Budget Forecast 	FY1 – Q4 April -June 2020 Data Collection Report Period Jan-June 2020	July 15, 2020	\$114,716.00

Table 3: Deliverables - Year-2

No.	Description	Period of Performance	Due Date	Amount per Deliverable not to exceed:
6	<ul style="list-style-type: none"> ▪ Quarterly Progress Report ▪ Data Extract ▪ Sufficient Progress Toward Monetary Spending and Budget Forecast 	FY2 - Q1 July -Sept. 2020	October 15, 2020	\$114,716.00
7	<ul style="list-style-type: none"> ▪ Quarterly Progress Report ▪ Data Extract ▪ Sufficient Progress Toward Monetary Spending and Budget Forecast 	FY2 - Q2 Oct.-Dec. 2020	January 15, 2021	\$114,716.00
8	<ul style="list-style-type: none"> ▪ Quarterly Progress Report ▪ Sufficient Progress Toward Monetary Spending and Budget Forecast 	FY2 - Q3 Jan-March 2021	April 15, 2021	\$114,716.00
9	<ul style="list-style-type: none"> ▪ Quarterly Progress Report ▪ Data Extract 	FY2 – Q4 April -June 2021 Data Collection report Jan-June 2021	July 15, 2021	N/A
10	Post-Program Final Narrative Report		October 15, 2021	N/A
11	Final Data Extract	July-December 2021	January 15, 2022	N/A

- Final Financial Disbursement – will incorporate funds from FY2-Q4

11. COURT RESPONSIBILITIES

A. The Court Program Manager shall have the following responsibilities under this Contract:

- i. Is accountable for the end results and for day-to-day Project management;
- ii. Serves as the Court’s primary contact;
- iii. Serves as liaison and coordinates collaboration with Subcontractors and local justice system partners including data collection and reporting to the Judicial Council;
- iv. Works closely with Judicial Council Program Manager;
- v. Provides on-going status reports to Judicial Council Program Manager;
- vi. Manages, prepares, and refines the Contract’s end results;
- vii. Proactively assists with resolution of issues with any aspect of the Work;
- viii. Proactively anticipates Project deviations and is responsible for taking immediate corrective action;

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- ix. Works with Judicial Council Program Manager to manage and coordinate Work and Project knowledge transfer;
- x. Manages the Project budget within constraints of Work requirements; and
- xi. Attends annual conferences sponsored by the Judicial Council related to pretrial education and administration.

12. AUTHORITY AND APPROVAL

The Court is not authorized to make final and binding decisions or approvals on behalf of the Judicial Council. As required in this Agreement, the Court must obtain the necessary approvals from the Judicial Council Program Manager as may be required.

END OF EXHIBIT

Attachment 1 Pretrial Pilot Program Data Elements Inventory

Below is a comprehensive list of data elements requested. Pilots do NOT need to provide all data elements requested, but applicants will be evaluated on data availability. Judicial Council staff will provide data collection technical assistance, data collection tools, reporting templates and will work with funded projects to ensure that data can be collected and reported to the Judicial Council.

Essential Elements - are necessary to accurately measure the goals of the pretrial pilot program.

Technical Elements for Data Linking - Please indicate which of the listed elements your case management captures. Judicial Council Research and Information Technology staff will work with you to determine the most efficient way to integrate data among justice partners and the Judicial Council.

Supplementary Elements - are desired, but do not need to be created if not currently captured in the respective partner's case management system.

Court Data Elements Requested from Court Case Management System

Essential Elements for Data	Definition
Court_Case_ID	Court Case Identification Number Used to Match Cases <i>(i.e., case number, docket number, court case)</i>
Secondary_Identification	One Additional Unique ID Match from the Technical Elements Below Including: <i>Name, Local_ID, FBI, CII, or CDL_ID</i>
Hearing_FTA	Did Defendant Miss Court Appearance? <i>(e.g., yes, no, 1, 0)</i>
FTA_Dates	Dates of hearings missed by defendant
FTA_Bench_Warrant	Bench Warrant Issued, excluding stayed orders <i>(e.g., yes, no, 1, 0)</i>
Warrant_Date	Date Bench Warrant Issued
Disposition_Outcome	Disposition Result for Each Charge <i>(e.g., dismissal, charge dropped, pled nolo contendere, guilty, not guilty)</i>
Disposition_Event_Date_Time	Disposition Event Date (and time if available) <i>YYYY-MM-DD HH:MM:SS Zone</i>
Final_Case_Disposition_Date	Date of Final Case Disposition

Sentence_Type	Sentencing Result for Each Charge <i>(e.g., CDCR, jail, jail and probation, probation, other)</i>
Sentence_Date_Time	Sentence Date (and time if available) YYYY-MM-DD HH:MM:SS Zone

Court Data Elements Requested from Court Case Management System

Technical Elements for Data Linking	Definition
CII	Defendant's Criminal Identification and Information <i>(if collected)</i>
FBI	Defender's FBI Number <i>(if collected)</i>
Local_ID	Any Local Identifier Used by the Sheriff's Office, Which Can be Linked to CII, FBI, or Other Local ID
CDL_ID	California Driver's License Number/California ID Number
Name	First and last names
DOB	Defendant's Date of Birth MMDDYYYY
Sex	Defendant's Sex
Race	Defendant's Race and/or Ethnicity
Arrest_Date_and_Time	Arrest date and time <i>(if collected)</i>
Booking_Number	Booking Number <i>(if collected)</i>
Supplementary Elements for Data	Definition
File_Date_Time	File Date (and time if available) YYYY-MM-DD HH:MM:SS Zone
Case_Status	Status of Case YYYY-MM-DD HH:MM:SS Zone
Case_Status_Date	Case Status Date YYYY-MM-DD HH:MM:SS Zone
Filing Charge	Charge Code and Code Section (Note: If this data is held as two fields, please include Charge_Code and ChargeCode.CodeSection)

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Charge_Level	Type of Charge <i>(e.g., misdemeanor, felony, violation)</i>
Charge_Description	Description of Charge <i>(i.e., character string description)</i>
Hearing_Type	Hearing Type, excluding En Camera and Ex Parte <i>(e.g., arraignment, trial)</i>
Hearing_Date_Time	Hearing Date (and time if available) YYYY-MM-DD HH:MM:SS Zone
Plea_Type	Plea Status for Each Charge <i>(e.g., pled nolo contendere, guilty, not guilty)</i>
Plea_Date_Time	Plea Date for Each Charge (and time if available) YYYY-MM-DD HH:MM:SS Zone
Sentence_Location	Place to Carry Out Sentence <i>(e.g. LA County Jail, CDCR)</i>
Sentence_Term	Length of Sentence <i>(e.g., 105 days)</i>
Date_Risk_Assessment_Report	Date Risk Assessment Report Filed with the Court YYYY-MM-DD HH:MM:SS Zone

Data Elements Requested from Probation

Essential Elements for Data	Definition
Tool_Name	Pretrial tool being used
Assessment_Date_Time	Assessment Date (and time if available) YYYY-MM-DD HH:MM:SS Zone
Client_Zip_Code	Zip Code of Pretrial Program Participant
Tool_Responses	Responses to tool questions based on tool used <i>Based on specific tool in use.</i>
Score(s)	Score <i>(e.g. high, 9, enhanced, etc)</i>
Release_Recommendation	Recommendation for pretrial release type <i>OR, Detain, OR-Conditions</i>

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Release_Authorization	Who authorized pretrial release? <i>Sheriff, magistrate, pre-trial services, judge</i>
Release_Type	Type of pretrial release <i>OR, Detain, OR-Conditions</i>
Release_Date_Time	Pretrial Release Date (and time if available) <i>YYYY-MM-DD HH:MM:SS Zone</i>
Pretrial_Terms_and_Conditions	Pretrial Monitoring Terms and Conditions <i>(e.g. ankle monitor, phone call check-ins, etc)</i>
Violation_of_PTR	Any violations of pretrial release Terms and Conditions <i>failed to call in, etc</i>
PTR_Violation_Date_Time	Condition Violation Date (and time if available) <i>YYYY-MM-DD HH:MM:SS Zone</i>
Court_Date_Reminder	Client reminded of court date? <i>Yes, No</i>
Other_Pretial_Service	What service was offered to those released? <i>Bus Pass, Counseling Services, etc.</i>
Termination_Outcome	Reason/Outcome of Pretrial Services Terminations <i>sentenced, remand, charges dropped, etc</i>
Termination_Date	Pretrial Services Termination Date (and time if available) <i>YYYY-MM-DD HH:MM:SS Zone</i>

Data Elements Requested from Probation

Technical Elements for Data	Definition
CII	Defendant's Criminal Identification and Information Number <i>(if collected)</i>
FBI	Defender's FBI Number <i>(if collected)</i>
Local_ID	Any Local Identifier Used by the Sheriff's Office, Which Can be Linked to CII, FBI, or Other Local ID <i>(e.g., probationID)</i>
CDL_ID	California Driver's License Number/California ID Number

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Name	First and last names
DOB	Defendant's Date of Birth MMDDYYYY
Sex	Defendant's Sex
Race	Defendant's Race and/or Ethnicity

Data Elements Requested from Jail Information Management System

Essential Elements for Data Analysis	Definition
CII	Offender's Criminal Identification and Information
Name	First and last names
DOB	Offender's Date of Birth MMDDYYYY
Arrest_Date_and_Time	Arrest date and time YYYY-MM-DD HH:MM:SS Zone
Booking_Number	Booking Number
Booking_Date_Time	Booking Date (and time if available) YYYY-MM-DD HH:MM:SS Zone
Booking_Type	Type of Jail Booking (i.e., on view, street, warrant, commitment, probation violation)
Court_Case_ID	Court Case Identification Numbers for all associated (i.e., case number, docket number, court case)
Charge	Booking Charge Code and Code Section (Note: If data is held as two fields, please include Charge_Code and Charge_Section Variables)
Charge_Level	Type of Charge (e.g., misdemeanor, felony, violation)
Physical_Release_Date	Release Date From Custody (and time if available) YYYY-MM-DD HH:MM:SS Zone

Physical_Release_Type	Type of Release (e.g. time served, bail, OR, cite and release, transferred, pretrial supervision, probation, detention only, etc.)
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Data Elements Requested from Jail Information Management System

Technical Elements for Data Linking	Definition
CII	Defendant's Criminal Identification and Information (if collected)
FBI	Defender's FBI Number (if collected)
Local_ID	Any Local Identifier Used by the Sheriff's Office, Which Can be Linked to CII, FBI, or Other Local ID
CDL_ID	California Driver's License Number/California ID Number
Name	First and last names
DOB	Defendant's Date of Birth MMDDYYYY
Sex	Defendant's Sex
Race	Defendant's Race and/or Ethnicity

Supplementary Elements for Data Analysis	Definition
Bail_Amount	Bail Amount by Charge (if available)
Conviction_Date	Conviction Date (and time if available) YYYY-MM-DD HH:MM:SS Zone
Conviction_Charge	Conviction Charge Code and Code Section (Note: If this data is held as two fields, please include Conviction_Code and Conviction_Section Variables)
Employment_Status	Offender's Employment Status (if collected)

END OF ATTACHMENT

EXHIBIT E
CHARTS AND FORMS

1. Attached to this *Exhibit E* are the following forms:

Attachment 1, Acceptance and Sign-off Form

Attachment 2, Quarterly Progress Report Template

Attachment 3, Budget Summary

2. The following form incorporated by reference, *Pretrial Pilot Program Quarterly Progress Report*, may also be requested from the Judicial Council by sending an email to pretrial@jud.ca.gov and/or the Judicial Council Program Manager.

END OF EXHIBIT

Attachment 1, Acceptance and Sign-off Form

Description of Services or Deliverables provided by Contractor: _____

Date submitted to the JBE: _____

The Services or Deliverables are:

1) Submitted on time: yes no. If no, please note length of delay and reasons.

2) Complete: yes no. If no, please identify incomplete aspects of the Services or Deliverables.

3) Technically accurate: yes no. If no, please note corrections required.

Please note level of satisfaction:

Poor Fair Good Very Good Excellent

Comments, if any:

The Services or Deliverables listed above are accepted.

The Services or Deliverables listed above are rejected.

Name: _____

Title: _____

Date: _____

END OF ATTACHMENT

Attachment 2, Quarterly Progress Report Template

Pretrial Pilot Program Quarterly Progress Reports must summarize pretrial-related activities, including progress towards goals and objectives, program achievements and challenges, collaboration with justice system and other local partners, and changes to key staff or procedures.

Contract No.: ▶					Date Report Prepared: ▶	/ / (MM/DD/YYYY)		
Relevant Fiscal Year Quarter: ▶	1 st Qtr. (FY 2019-20)	<input type="checkbox"/>	2 nd Qtr. (FY 2019-20)	<input type="checkbox"/>	3 rd Qtr. (FY 2019-20)	<input type="checkbox"/>	4 th Qtr. (FY 2019-20)	<input type="checkbox"/>
	1 st Qtr. (FY 2020-21)	<input type="checkbox"/>	2 nd Qtr. (FY 2020-21)	<input type="checkbox"/>	3 rd Qtr. (FY 2020-21)	<input type="checkbox"/>	4 th Qtr. (FY 2020-21)	<input type="checkbox"/>
Court Name: ▶								
Contact Information for Person Completing this Form	Name, Email, Phone Number							
Final Report:	<input type="checkbox"/> Yes <input type="checkbox"/> No							
Please provide the following information: ▼								
1. Project activities during the reporting period: (include progress towards goals and objectives, program achievements, Project Management Team meetings, changes to key staff, etc.): ▼								
2. Any significant challenges or problems that developed and how they were or will be addressed (any changes to procedures, changes to the project plan, remaining issues, successful outcomes, etc.): ▼								

3. Financial Activity during this reporting period (Include any changes to anticipated spending, challenges with sub-contractors, etc.): ▼
4. Financial Activity scheduled for the next report period: ▼
5. Sufficient Progress Toward Monetary Spending and Budget Forecast: Please verify that at least 55% of the total of all Program Funds previously received by the Court has been encumbered and/or expended.
6. Project Activities scheduled for the next reporting period: ▼

END OF ATTACHMENT

Attachment 3, Budget Summary

Year 1 & 2 (August 9, 2019 to June 30, 2021)

Kings

	Year 1 August 9, 2019 to June 30, 2020 Budget	Year 2 July 1, 2020 to June 30, 2021 Budget	Total
Salaries	\$47,380.90	\$74,754.00	\$122,134.90
Benefits	\$13,740.46	\$21,678.00	\$35,418.46
S & B	\$61,121.36	\$96,432.00	\$157,553.36
Travel	\$5,808.00	\$3,756.00	\$9,564.00
Equipment	-	-	-
Supplies	-	-	-
Other Costs	\$34,640.00	\$24,000.00	\$58,640.00
Consultants/Contractors	\$398,240.00	\$459,644.00	\$857,884.00
Indirect Costs	\$7,119.00	\$19,286.00	\$26,405.00
TOTAL	\$506,928.36	\$603,118.00	\$1,110,046.36

END OF ATTACHMENT

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF KINGS
AND KINGS COUNTY PROBATION DEPARTMENT**

SECTION 1. PARTIES

This Memorandum of Understanding for Pretrial Services (Agreement) is made and entered into by the Superior Court of California, County of Kings (Court), and the County of Kings (County) for services to be provided by the Kings County Probation Department (Probation), (collectively, the Parties).

SECTION 2. TERM OF AGREEMENT

This Agreement shall cover services rendered from August 9, 2019, through December 31, 2021, unless terminated as outlined below or extended by mutual agreement of the Parties through a written amendment.

SECTION 3. SCOPE OF SERVICES

The anticipated outcome of the services to be provided by Probation to the Court under this Agreement are as follows:

A. Program Goals

1. Increase the safe and efficient pre-arraignment and pretrial release of individuals booked into jail by expanding own recognizance and monitored release, including, but not limited to, release on electronic or GPS monitoring;
2. Implement monitoring practices of those released pre-arraignment and pretrial with the least restrictive interventions and practices necessary to enhance public safety and return to Court;
3. Expand the use and validation of pretrial risk assessment tools that make their factors, weights, and studies publicly available; and,
4. Assess any disparate impact or bias that may result from the implementation of this program in order to better understand and reduce biases based on race, ethnicity, and gender in pretrial release decision-making.

B. Program Scope

1. This Pretrial Pilot Program shall require the pretrial risk assessment of all persons booked into and retained in jail custody, who are not otherwise released under existing release policies.
2. The assessment and decision whether to release an individual shall be completed prior to arraignment for those who are eligible for release without a hearing and following judicial review and approval. The assessment information shall be provided to the Court prior to arraignment for those for whom a hearing is required.
3. The program shall not assess persons deemed ineligible for bail under Article I of the California Constitution.
4. Each arrested person who is eligible for release on bail under current law shall be entitled to post bail at any time as specified in the county bail schedule, the amount set on an arrest warrant, or as otherwise set by the Court, whether or not a risk assessment has been completed.
5. The preferred scope of the Pretrial Pilot Program is implementation on a countywide basis.

SECTION 4. PRETRIAL SERVICES

A. Probation will provide Pretrial Services to the Court. Pretrial Services will consist of providing personnel to perform the following Pretrial functions:

1. Provision of pre-arraignment and pretrial assessments, seven (7) days a week during the hours of 0700 to 1800 and from 2300 to 0700 each day.
2. Assessment of all individuals booked into the jail on new charges, not otherwise released under existing release policies, such as mandatory cite-out of any charge \$10,000 or less. All individuals will be interviewed and assessed using the designated risk assessment tool, Virginia Pretrial Risk Assessment Instrument (VPRAI) within 12 hours of booking by Probation Staff.
3. Probation Staff will use the Pretrial Supervision web-based product from Tyler Technologies to perform the interviews and apply of the VPRAI risk assessment tool.
4. For those individuals who are detained pending arraignment, a Pretrial Report will be completed and filed with the Court, by the next

Court business day.

5. Pretrial monitoring will be provided for those individuals with a VPRAI score of 3 or less and released at arraignment. If Pretrial Release is denied, bail will be set per the county bail schedule.
6. For those individuals, whose score is 3 or higher on the VPRAI, each case will be assessed for release based upon its own merits.
7. All individuals who have been assessed and have a score will only be released or detained with approval of the on-call judge.
8. All individuals who have been released into the Pretrial Pilot Program will receive Pretrial Reporting Instructions, complete a Pretrial Intake Client Sheet, and provided with standard conditions of own recognizance release. GPS monitoring, if indicated, will require participants to sign the rules for participation in the Kings County Electronic Monitoring Program.

B. Deliverables

1. The Court agrees to adhere to complete the Deliverables required for this grant as outlined in Exhibit A.
2. Probation agrees to provide all essential information to the Court for completion of the Deliverables referenced above in subsection (a).

C. Data Elements and Data Extraction

1. The Court agrees to provide all essential, technical, and supplementary data elements as outlined in Exhibit B.
2. Probation agrees to provide all essential, technical, and supplementary data elements as outlined in Exhibit B.
3. Both the Court and Probation agree to work together to ensure that all data extraction requests and submissions to the Judicial Council are completed.

D. Budget

1. The Pretrial Pilot Program Grant is funded by Judicial Council of California. All funds are sent to the Court for administration.
2. Throughout the term of this agreement the Court and Probation shall conduct ongoing assessments to determine staffing needs for Pretrial Services.
3. The Court Executive Officer and the Chief Probation Officer shall meet and discuss the staffing requirements for the pilot program and adjust

the budget accordingly.

4. The parties agree that Pretrial Services provided by Probation and paid for by the grant, which is administered by the Court, will not exceed the final grant funding award. The Parties understand and agree that the County shall not be responsible for any funding pursuant to this agreement to provide Pretrial Services in excess of the grant funding awarded to the Court.
5. In the event funding for Pretrial Services is eliminated, decreased, or otherwise negatively affected, the Court shall provide Probation and the County with written notice within 10 calendar days.

SECTION 5. MANDATORY TRAINING

Probation and the Court will agree to attend all mandatory training as outlined within the grant. Please see Exhibit C.

SECTION 6. EQUIPMENT AND SUPPLIES

- A. Probation will provide all required personal equipment, including but not limited to uniforms, handcuffs, firearms, batons and radios, used by Probation's personnel.
- B. The Court will reimburse Probation, by way of the grant, for new computers, scanners, and computer accessories needed by Probation to provide Pretrial Services.
- C. The Court will also provide Probation the software necessary to perform Pretrial Services. Both the Court and Probation have agreed to use the Pretrial Supervision web-based product (by Tyler Technologies) for all pretrial tools and risk assessments (VPRAI).

SECTION 7. COMPENSATION FOR SERVICES PROVIDED AND TERMS OF PAYMENT

The Court and the County acknowledge that funding for the Pretrial Pilot Program is provided directly to the Court by a grant from the Judicial Council. The Court will manage the funds and be responsible for the mandatory reporting requirements as outlined in Exhibit C. Probation will provide invoices on a monthly basis with supporting documentation for purchases or services provided. The Court will reimburse Probation in a timely manner in accordance with the grant guidelines. See Exhibit C for detailed information on approved and non-approved expenses and/or activities.

SECTION 8. INDEMNIFICATION AND INSURANCE

A. Indemnification

Each party shall hold harmless, defend and indemnify the other party, its officials, agents, officers and employees from and against any liability, claims, actions, costs, including reasonable attorney's fees, damages or losses of any kind, including injury or death to any person and/or damage to property, arising from, or in connection with, the performance of services by the other party or its officials, agents, officers and employees under this Agreement, except that neither party is responsible for that portion of a claim, damage, liability, cost or expense that occurs by reason of the negligence, wrongful acts or willful misconduct of the other party or of the other party's officials, agents, officers, or employees. This duty to indemnify, defend, and hold harmless shall survive the termination of this Agreement as to acts or omissions giving rise to any type of liability that occur during the course of this Agreement.

B. Insurance

Probation, the County of Kings and the Court shall each maintain their own liability insurance coverage, against any claim of civil liability arising out of the performance of this Agreement and provide appropriate evidence of such coverage to the other party.

SECTION 9. INDEPENDENT CONTRACTOR

- A. The Parties understand and agree that Probation is providing Pretrial Services to the Court as an independent contractor. Nothing in this Agreement is intended by the Parties to create an employer-employee relationship between the Parties and under no circumstances shall the County, Probation or their employees or agents deemed to be employees of the Court or be entitled to any rights or benefits deriving from employment with the Court.
- B. Other than when acting as an officer of the Court, Probation is not subject to the direction and control of the Court when independently assessing individuals for pre-arraignment or retrial release under the Pretrial Services Program.
- C. The County will not engage a subcontractor to perform any portion of the services to be provided hereunder without the written consent of the Court and the Judicial Council. Any subcontracting of services without

the Court and Judicial Council's written consent is a material breach of this Agreement.

SECTION 10. REPRESENTATIONS AND WARRANTIES

The County and Probation represent and warrant the accuracy of the statements referenced in **Appendix A – Contractor Certification Clauses**, attached hereto and incorporated herein by this reference.

SECTION 11. DISPUTE RESOLUTION

In the event a dispute arises between the Parties over any matter covered by this Agreement, the Parties agree to meet and confer to use their best efforts to resolve any such disputes.

SECTION 12. GENERAL PROVISIONS

- A. Notwithstanding any other provision in this Agreement, the Parties acknowledge that Probation is a department of the County of Kings.
- B. The selection, assignment, and reassignment of Probation personnel are the responsibility of Probation.
- C. The services performed by Probation, the standards of performance, the control and discipline of Probation's personnel, and any other matters incidental to those so employed, shall remain with Probation.
- D. The failure of either Party to insist on strict compliance with any provision of this Agreement shall not be construed as a waiver of any right to do so, for that breach, or any preceding or subsequent breach, of the same or other term of this Agreement.
- E. Any notices required or desired to be served under this Agreement shall be addressed to the respective Parties or their successors as set forth below:

COUNTY:
County Administrative Officer
1400 W. Lacey Blvd.
Hanford, CA 93230
Fax No. (559) 585-8047
Telephone No.: (559) 852-2362

COURT:
Court Executive Officer
Superior Court of California, County of Kings
1640 Kings County Drive
Hanford, CA 93230
Telephone No.: (559) 582-1010
Fax No.: (559) 585-3262

PROBATION:
Kings County Probation
1424 Forum Drive
Hanford, CA 93230
Fax No. (559) 583-1467
Telephone No.: (559) 852-2850

Copy to: Presiding Judge
Superior Court of California, County of Kings
1640 Kings County Drive
Hanford, CA 93230
Fax No. (559) 585-3262
Telephone No.: (559) 582-1010

Copy to: County Counsel
1400 W. Lacey Blvd.
Hanford, CA 93230
Fax No. (559) 584-0865
Telephone No.: (559) 852-2445

Notice shall be given either by personal delivery, facsimile transmission (“fax”), first class mail, or inter-office mail. Notice sent by personal delivery or fax shall be deemed received upon receipt. Notice sent by first class mail or inter-office mail shall be deemed received as of the fourth day after the date of mailing.

SECTION 13. ENTIRE AGREEMENT/AMENDMENTS

- A. Modifications of this Agreement will not be valid unless agreed to in writing and executed by the Court Executive Officer and the Probation Department of Kings County, with the approval of the Presiding Judge of the Superior Court and the Kings County Board of Supervisors.
- B. This Agreement is intended by the Parties as a final expression of their understanding with respect to the subject matter herein and as a complete and exclusive statement of the terms and conditions herein and supersedes any and all prior agreements and understandings, oral or written, in connection herewith. No addition or alteration of the terms of this Agreement shall be valid unless made in the form of a written amendment to this Agreement, which is formally approved and executed by the Parties. Either Party may propose an amendment of this Agreement by providing

written notice to the other Party at least ninety (90) days prior to the effective date of the proposed amendment.

SECTION 14. SEVERABILITY

If any term or provision of this Agreement, or application thereof, to any person or circumstances proves to be invalid or unenforceable, the remainder of the Agreement or the application thereof to any other person or circumstances shall not be affected and each remaining term and provision shall remain in full force and effect.

SECTION 15. RECORDS/AUDITS

The Parties shall retain copies of all Agreements, any billing invoices and supporting documentation for a period of five (5) years, after the termination of this Agreement, which shall be made available to the Judicial Council of California (JCC), the Court, the County and Probation, Court or other appropriate agencies for audit purposes.

SECTION 16. AUTHORITY TO CONTRACT

The undersigned each warrant that they are respectively legally authorized to enter into this Agreement on behalf of the County and the Court and thereby bind the Parties to the terms herein. In addition, each of the undersigned warrants that the Parties are able to perform the obligations imposed under the terms of this Agreement.

SECTION 17. INTERPRETATION AND GOVERNING LAW

The headings used herein are for convenience only and do not change or modify the express terms hereof. This Agreement shall be governed by, and interpreted under, the laws of the State of California. The Parties, having read and considered the above provisions, indicate their agreement by the signatures of their authorized representatives as set forth below.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective on the date executed by both Parties.

COUNTY OF KINGS

Dated: _____ By _____
Kelly Zuniga, Chief Probation Officer
Kings County Probation Department

SUPERIOR COURT OF CALIFORNIA,
COUNTY OF KINGS

Dated: _____ By _____
Michelle S. Martinez, Court Executive Officer

Reviewed and Approved as to Legal Form.
Lee Burdick, County Counsel,
County of Kings

By _____
Carrie R. Woolley, Deputy County Counsel

EXHIBIT A
PROGRAM DELIVERABLES

As used in this Agreement, the term “PROGRAM DELIVERABLES” refers to the following:

Pretrial Pilot Program Agreement between the Judicial Council of California (JCC) and Superior Court of California, County of Kings (Court). See page D-7 through D-9 for specifics on Deliverables. See copy of that agreement, attached at the end this Agreement and incorporated herein as Appendix B.

EXHIBIT B
REQUIRED DATA ELEMENTS AND EXTRACT

For the purposes of this Agreement, “Required Data Elements and Extract” include the following types of data elements that will be required by both the Court and Probation:

Pretrial Pilot Program Agreement between the Judicial Council of California (JCC) and Superior Court of California, County of Kings (Court). See Attachment 1 Pretrial Pilot Program Data Element Inventory, pages 1-6 to Appendix B, as attached to the end of this Agreement.

EXHIBIT C
REQUEST FOR APPLICATION

For the purposes of this Agreement, “Request for Application” includes information regarding the Grant, the allowable and non-allowable expenses and activities, and other information related to the Grant.

Request for Application for the Pretrial Pilot Program (“RFA”) is a copy of the final application submitted by the Court to the Judicial Council of California. The RFA is attached to the end of this Agreement and incorporated herein as Appendix C.

APPENDIX A
CONTRACTOR CERTIFICATION CLAUSES

- A. No Gratuities.** Neither the County or Probation have directly or indirectly offered or given any gratuities (in the form of entertainment, gifts, or otherwise), to any Court personnel with a view toward securing this Agreement or securing favorable treatment with respect to any determinations concerning the performance of this Agreement.
- B. No Conflict of Interest.** Neither the County or Probation have any interest that would constitute a conflict of interest under California Public Contract Code Sections 10365.5, 10410, or 10411, Government Code Sections 1090 et seq. or 87100 et seq., or under California Rules of Court, Rules 10.103 or 10.104, which restrict employees and former employees from contracting with Court.
- C. No Interference with Other Agreements.** This Agreement does not constitute a conflict of interest or default under any other of Parties' other Agreements.
- D. No Litigation.** No suit, action, arbitration, or legal, administrative, or other proceeding or governmental investigation is pending or threatened against or affecting Probation, or Probation's ability to perform this Agreement.
- E. Compliance with Laws.** The County and Probation comply in all material respects with all laws, rules, and regulations applicable to the Probation's services and pay all undisputed debts when they come due.
- F. Work Eligibility.** All personnel assigned to perform this Agreement can work legally in the United States and possess valid proof of work eligibility.
- G. Drug Free Workplace.** The County provides a drug-free workplace as required by California Government Code Sections 8355 through 8357.
- H. No Harassment.** The County does not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom Probation may interact in the performance of this Agreement, and Probation takes all reasonable steps to prevent harassment from occurring.
- I. Employment Laws.** The County complies with the federal Americans with Disabilities Act (42 U.S.C. § 12101, et seq.), the California Fair Employment and Housing Act (California Government Code Sections 12990 et seq.), and associated regulations (California Code of Regulations, Title 2, Sections 7285 et seq.).

J. Non-discrimination. The County does not unlawfully discriminate against any employee or applicant for employment because of age (40 and over), ancestry, color, creed, disability (mental or physical) including HIV and AIDS, marital or domestic partner status, medical condition (including cancer and genetic characteristics), national origin, race, religion, request for family and medical care leave, sex (including gender and gender identity), or sexual orientation. Each subcontract authorizing work under this Agreement contains this provision.

February ____, 2020

Secretary Jared Blumenfeld
California Environmental Protection Agency

Secretary Wade Crowfoot
California Natural Resources Agency

Director Karla Nemeth
California Department of Water Resources

Chair Joaquin Esquivel
California State Water Resources Control Board

Subject: Response to Letter Dated December 18, 2019 Regarding Inadequate
Implementation of the Sustainable Groundwater Management Act

Central Valley Counties (CVC) are in receipt of a letter (see attached) provided to you by a contingent of nongovernmental organizations (NGOs) located throughout California citing what they have referred to as “inadequate implementation of the Sustainable Groundwater Management Act” (SGMA). The letter purports to describe how “poor implementation of SGMA” threatens the success of the Safe Affordable Drinking Water (SADW) fund, and requests that “Groundwater Sustainability Plans (GSPs) be found to have inadequately assessed undesirable results to groundwater overdraft and water quality.” CVC strongly disagrees with this assertion and opposes the request.

The SGMA legislation clearly emphasized local decision making and required the establishment of a new form of local government to ensure a sustainable groundwater future in the respective basins. Development of GSPs required extensive, inclusive, and transparent planning by those local entities, to describe a locally stewarded path to sustainability. For the most critically overdrafted basins, the planning process has ended, and the implementation phase is just commencing. To categorize the current situation as inadequate in “implementation” is to anticipate a failure condition in the future when that point in the timeline has not been reached.

The review process of the GSPs thus far has been clear and should be allowed to continue to progress to its logical conclusion under the legislation and the regulations in place today. CVC strongly objects to any change in existing legislation or review process and strongly encourages the State to stay the course on currently planned review, support, and enforcement roles and responsibilities.

The NGO's December 18, 2019 letter appears to contain several inaccurate statements regarding water quality and the number of domestic wells that may be impacted by GSP's established minimum thresholds. These statements are made in an attempt to pressure the State to align the implementation of SGMA with the SADW, and the Governor's safe water goals by demanding:

- Department of Water Resources (DWR) should publicly endorse and disseminate the State Water Board's (Board) SGMA fact sheet on water quality and propose a process for joint evaluation of GSPs by January 2020.
- DWR should require GSAs conduct drinking water impact analysis
- DWR and the Board should require GSAs to develop a drinking water well mitigation plan
- DWR should work closely with the Board in reviewing all GSPs to ensure plan implementation does not impair successful implementation of the Fund Program.

GSAs within our Counties have provided substantial public outreach and encouraged stakeholder engagement during the development of our GSPs. Many of the named NGOs in the letter have been directly involved in the outreach/stakeholder engagement efforts within our GSAs and many of the GSAs have participated in NGO-sponsored outreach activities. As such, we believe the GSPs, as adopted by the respective GSAs, consider impacts to all stakeholders. We recognize the GSPs submitted by GSAs were approved based upon the best available data and developed under an aggressive schedule. These plans will likely be amended through the 2040 planning horizon as more data becomes available and more stakeholder engagement, through GSP plan review, occurs.

Substantive changes to the review process are unacceptable to the CVC and to many of the GSAs who have tirelessly labored during development of their GSPs. We urge the State to operate within the current legislative limits and allow the process to progress as it has been represented to us by the State since the passage of SGMA in 2014. Please note that many of the CVC are either exclusive GSAs, members of a GSA or have agreements to coordinate with GSAs. As such, the CVC have a vested interest in the successful preparation and implementation of GSPs as a means of protecting groundwater resources for all uses now and into the future.

We look forward to the review of the GSPs and are proud of the efforts undertaken by the GSAs within our Counties to get to this historical point. We respectfully request that DWR adhere to the regulations as outlined by SGMA during review of the GSPs and further request that the influence of outside organizations not adversely affect the review process at this juncture.



COUNTY OF KINGS BOARD OF SUPERVISORS

GOVERNMENT CENTER HANFORD, CALIFORNIA 93230 (559) 852-2362
Catherine Venturella, Clerk of the Board of Supervisors

AGENDA ITEM February 25, 2020

SUBMITTED BY: Administration – Rebecca Campbell/Julianne Phillips
SUBJECT: LETTER TO THE DEPARTMENT OF WATER RESOURCES REGARDING
THE SUSTAINABLE GROUNDWATER MANAGEMENT ACT
SUMMARY:

Overview:

In December 2019, a group of numerous non-governmental organizations sent a letter to the Department of Water Resources regarding the implementation of the Sustainable Groundwater Management Act. In response, a coalition of counties in the Central Valley have drafted a letter in response and have requested that the County of Kings sign on to the letter.

Recommendation:

Authorize the Chairman to sign a letter in response to a Non- Governmental Organization letter to the Department of Water Resources regarding the implementation of the Sustainable Groundwater Management Act.

Fiscal Impact:

None.

BACKGROUND:

In December 2019, a group of numerous non-governmental organizations (NGOs) sent a letter to the State Water Resources Control Board, the Department of Water Resources, Cal EPA, and the California Natural Resources Agency regarding the implementation of the Sustainable Groundwater Management Act (SGMA). The NGO letter characterizes SGMA implementation as inadequate, although implementation has only recently begun.

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2020.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

LETTER TO THE DEPARTMENT OF WATER RESOURCES REGARDING THE SUSTAINABLE GROUNDWATER MANAGEMENT ACT

February 25, 2020

Page 2 of 2

The letter also proposes significant substantive alterations to the groundwater sustainability plan (GSP) review process by arguing that the State Water Resources Control Board should be included in the review of the GSPs. The statute exclusively gives the Department of Water Resources two years to review the GSPs. Only after the Department of Water Resources technical review of the GSPs is the State Water Resources Control Board involved to determine the status of a basin and undertake enforcement actions in basins they have designated as probationary, which is consistent with the State Water Resources Control Board function as a quasi-judicial agency. Involving the State Water Resources Control Board in the technical review process of the GSPs ignores the fact that these two agencies have very separate and distinct roles in SGMA.

The NGO letter also states that the GSPs developed in the Valley do not protect drinking water and demands that the Department of Water Resources require a drinking water impact analysis. GSPs have been under development for years and it is simply unacceptable to demand that there will be new requirements included in the GSP at this late.

In response to the NGO letter, Fresno County has drafted a response letter and is asking for support from other counties in the Valley including the County of Kings. The response letter supports the existing review process that has been the expectation of local Groundwater Sustainability Agencies (GSAs) since the beginning of the GSP development process. The response letter also addresses GSAs public outreach process on all of the issues addressed in the GSP, including drinking water and developing new state requirements undermines the aim of SGMA to allow local GSAs to individually develop plans toward sustainability.

Regionally, Groundwater Sustainability Agencies within the Kings subbasin have also drafted a response letter that the El Rico GSA has signed on to and the Mid Kings River GSA is drafting their own. Staff recommends Kings County sign on to the letter drafted by Fresno County.

The NGO letter and the response letter are attached to this agenda.



COUNTY OF KINGS BOARD OF SUPERVISORS

GOVERNMENT CENTER HANFORD, CALIFORNIA 93230 (559) 852-2362
Catherine Venturella, Clerk of the Board of Supervisors

AGENDA ITEM February 25, 2020

SUBMITTED BY: Administration – Rebecca Campbell/Julianne Phillips

SUBJECT: 2020 DRY YEAR WATER TRANSFER PROGRAM

SUMMARY:

Overview:

In dry years the State Water Contractors, Inc. facilitates water transfers among participating contractors. Water is generally made available from contractors in northern California and is sold to other contractors at a negotiated price. This year the Lemoore Naval Air Station is planning to participate in the program by purchasing 3,000 acre feet of Dry Year Water Transfer Water.

Recommendation:

- a. Approve participation in the 2020 Dry Year Water Transfer Program; and
- b. Authorize the County Administrative Officer or her designee to execute the Buyer-Seller Agreement(s) upon receipt from State Water Contractors, Inc. subject to County Counsel review.

Fiscal Impact:

None.

BACKGROUND:

In dry years, contractors in northern California make State Water Project water available for purchase by other contractors. This year the State Water Project allocation is 15% and State Water Contractors, Inc. has developed a Dry Year Water Transfer Program. The County is a contractor and coordinates with the Tulare Lake Basin Water Storage District to deliver State Water Project Water to the Lemoore Naval Air Station (LNAS) through Westlands Water District turnouts. The LNAS has indicated interest in participating in the Dry Year Water Transfer Program to purchase an additional 3,000 acre feet of water.

(Cont'd)

BOARD ACTION :

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2020.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

2020 DRY YEAR WATER TRANSFER PROGRAM

February 25, 2020

Page 2 of 2

The final, executable version of the Buyer-Seller Agreement is not yet available and therefore neither staff nor Counsel has had an opportunity to review the final agreement(s). Westlands Water District has communicated a request for 3,000 acre feet on behalf of LNAS. The deadline for the County to submit an initial request to State Water Contractors, Inc is March 1st. A deposit of five dollars an acre foot is required along with the request. Consistent with historical practice, the LNAS as the end user of the water will be paying this cost and Westlands Water District is prepared to forward the deposit on behalf of LNAS as well.

Staff recommends approving participation in the Dry Year Transfer Program and authorizing the County Administrative Officer or her designee to execute the Buyer- Seller Agreement(s) subject to Counsel review.



COUNTY OF KINGS BOARD OF SUPERVISORS

GOVERNMENT CENTER HANFORD, CALIFORNIA 93230 (559) 852-2362
Catherine Venturella, Clerk of the Board of Supervisors

AGENDA ITEM February 25, 2020

SUBMITTED BY: Administration – Rebecca Campbell/Roger Bradley

SUBJECT: PRESENTATION ON DAIRY DIGESTERS

SUMMARY:

Overview:

Your Board will receive a presentation from representatives from Maas Energy Works on the potential of dairy digesters. It is also requested that you Board approve a letter of support for grants being sought by Maas Energy Works from the State.

Recommendation:

Approve the Letter to the California Department of Food & Agriculture supporting the Lakeside Dairy Digester Cluster grant proposals by Maas Energy Works, which includes the signatures of all five members of the Board.

Fiscal Impact:

None.

BACKGROUND:

Chairman Verboon recently attended the Kings Ag Roundtable, where a presentation was provided by Maas Energy Works about the potential for anaerobic digesters to harvest methane from animal manure as part of the dairy production process. Anaerobic digestion is a series of biological processes in which microorganisms break down biodegradable material in the absence of oxygen. One of the end products of anaerobic digestion is biogas, which is combusted to generate electricity and heat, or can be processed into renewable natural gas and transportation fuels, which could benefit both the economy and the environment. As a result, the Chairman requested that support for dairy digester funding be proposed as a legislative advocacy item, which will be considered under a separate action item at this meeting

As a result of the positive potential for its dairy digester project within the County, the Chairman requested that Mass Energy attend the Board meeting on February 25, 2020 to inform the full Board about the potential of this technology and the impact it may have on the County. Further, the Chairman requested that your Board provide a letter of support for grants that Maas Energy is pursuing with the State to bring this technology to the County. The letter of support is attached for your Board's consideration.

BOARD ACTION:

APPROVED AS PRESENTED: _____ OTHER: _____

I hereby certify that the above order was passed
and adopted on _____, 2020.

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.

February 25, 2020

California Department of Food and Agriculture
Dairy Digester Research and Development Program
1120 N. Street, Sacramento, CA 95814

RE: Letter of Support – Lakeside Dairy Digester Cluster

Dear Secretary Ross,

Kings County is a "general law" county, which means the county governmental structure is determined by the State Constitution and State General Law. The Board of Supervisors is the governing body for Kings County and many county special districts. Each of the five members of the Board is elected on a non-partisan basis to a four-year term.

The Board of Supervisors received a presentation from Maas Energy Works at its Board Meeting on February 25, 2020 and was provided information on the work Maas Energy Works is doing within Kings County and the entire state. The Board believes that these projects will have a positive impact on all the districts within the County. Maas Energy Works has developed a partnership with local dairies to offer a project that is economically sound, well designed, and unique in its job creation and the positive impact on the environment.

In conclusion, this letter voices our support as the Kings County Board of Supervisors, for the development of the Hanford Lakeside Dairy Digester Cluster proposed by Maas Energy Works. The Board understands Maas Energy Works is seeking California Department of Food and Agriculture grants for these projects. The Kings County Board of Supervisors supports projects like this, which generate jobs, create new income opportunities for the dairy industry, help reduce methane emissions within the environment, and help California as a whole reduce total emissions and mitigate greenhouse effects. Should you have further questions, please contact the County at (559) 852-2362.

Sincerely,

District 1, Joe Neves

District 2, Richard Valle

District 3, Doug Verboon

District 4, Craig Pedersen

District 5, Richard Fagundes



Legislative Platform

State and Federal Priorities

Kings County Board of Supervisors

February 2020



LEGISLATIVE PLATFORM
State and Federal Priority Areas
Kings County Board of Supervisors

February 2020

Kings County
Board of Supervisors

Joe Neves.....District 1
Richard Valle.....District 2
Doug Verboon.....District 3
Craig Pedersen.....District 4
Richard Fagundes.....District 5

Rebecca Campbell
County Administrative Officer
1400 W. Lacey Blvd.
Hanford, CA

<https://www.countyofkings.com/departments/board-of-supervisors/legislative-platform>

Federal Legislative Advocates
Joe Krahn, Tom Joseph, Hasan Sarsour
Paragon Government Relations
Washington D.C., DC 20002
<http://paragonlobbying.com>

State Legislative Advocate

TBD

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2020 STATE LEGISLATIVE PRIORITIES

Kings County, California

The Kings County Board of Supervisors has identified a number of priority areas for legislative action and monitoring in the current year. These topics have immediate and lasting impacts to the County, to the health and safety of our residents, and to a variety of constituents who are reliant upon local government's effectiveness and representation to yield best outcomes for the local, state, federal and global economies we influence.

- **Water- High Priority**

Find solutions for dealing with water shortages. California has the unfortunate characteristic of being prone to prolonged and severe droughts at any time, and farmers in Kings County routinely have to take steps to prepare for continued severe reduction in water during the summer months. In addition to having negative impacts to jobs and the food supply for this State and the Nation, water is essential for the thriving agriculture industry in Kings County and contributes to the local economy through direct production and the multiplier effect of support industries. Kings County, with nearly 92% of its land in agricultural use, ranks 8th in agricultural value among all counties in California, which is the number one agricultural producing state in the nation. Without increased water storage, the demands placed on our water resources will not be achieved for food and fiber, urbanized growth, energy needs, or habitat restoration. At present, an estimated 50% of Kings County's water use comes from groundwater. Because of Endangered Species Act-related court rulings and ongoing historic drought conditions, imported state water has become extremely limited in Kings County and groundwater levels are at historic lows. Implementation of the Sustainable Groundwater Management Act may further restrict access to groundwater in the future.

Much of the Kings County economy is based on agribusiness. Accordingly, when farmers are unable to obtain water to produce crops, laborers cannot find work. The result is that neither essential component of our County's workforce can conduct business and contribute to our local economy. In past droughts, there has been a direct correlation between the reduction in planting and the Kings County unemployment rate that was well above the state and national averages. Prolonging the planning or delaying the funding for water storage/reservoir/hydropower projects is counterproductive to the demands that population growth places upon our region, as well as our State. Bringing badly needed water to our communities is essential. Kings County supports efforts to enhance regional water supply reliability through increased surface water supply, surface water storage, and the implementation of additional conjunctive use projects.

The County will advocate for legislation that streamlines the permitting processes for storage projects. In addition, and as member of the San Joaquin Valley Water Infrastructure Authority (SJVWIA), the County will continue to support regional efforts to construct the Temperance Flat Dam. Kings County supports the recent efforts of members of the California Assembly to bring greater accountability to the California Water Commission Water Storage Investment Program and believes the recent under scoring of the public benefits of the Temperance Flat project exemplify the Commission's failure to clearly articulate their scoring criteria and work collaboratively with project applicants such as the SJVWIA.

The County will advocate for statewide policy changes that will facilitate groundwater storage and banking projects to meet local needs to replenish depleted groundwater aquifers and lessen the stress on those aquifers in times of drought. The County will support and engage in regional efforts that will protect Kings County water supplies and help mitigate the impacts of Groundwater Sustainability Plan implementation.

A significant portion of the County is considered a disadvantaged or severely disadvantaged community and lacks the resources to ensure a safe and reliable source of drinking water. The County will continue to advocate for the funding of water supply projects that benefit disadvantaged and severely disadvantaged communities to ensure that they have access to a reliable water supply that meets safe drinking water standards.

The County will support legislative reform that enhances the ability of local Groundwater Sustainability Agencies (GSA's) to implement groundwater sustainability plans and requisite management actions locally. The Board of Supervisors will advocate for continuing/enhancing funding for GSA planning and implementation efforts with particular focus on planning and data capture.

Regulatory restrictions on pumping in the Delta have led to increased reliance on groundwater which has led to groundwater depletion, water quality degradation, and impacts to infrastructure. The County will support legislative efforts to implement adaptive management of Delta pumping to maximize surface water deliveries in times of excess.

Oppose any and all efforts to expand the definition of wetlands that will increase regulatory burdens on growers in Kings County.

The County will support local efforts to implement conservation programs in coordination with Community Service Districts and Cities within the County and advocate for funding of voluntary conservation technology implementation. The County will oppose mandatory statewide conservation regulations that unnecessarily complicate and duplicate local efforts.

The County supports the beneficial use of water for irrigation of all crops and any post-harvest processing of agricultural commodities that are marketed both domestically and globally.

Support legislative reforms that will reduce the water delivery costs under the State Water Project.

Support the Voluntary Settlement Agreement process as long as the agreement does not result in reduced water availability or increase the cost of State Water Project deliveries to the County. Kings County opposes any agreement that would increase the cost of water delivery to its disadvantaged communities or agricultural water districts.

Support legislation that provides subsidence mitigation funding for the streams, aqueducts, and canals that deliver water to the region.

Support legislative efforts to streamline onerous and duplicative regulatory burdens that have significantly increased input costs to farmers in the County.

Support funding that will reduce the financial impact of regulatory implementation on landowners.

The County will advocate for increased funding and exploration of the use of excess solar energy and the expansion of solar-powered pumping systems to increase groundwater recharge within the region.

Contact: Julianne Phillips, Water and Natural Resources Division Manager, (559) 852-2447

- **Public Safety**

Provide new resources on sustaining and funding local gang prevention and enforcement activities. Resources will offer additional routes to sustaining local youth and gang violence prevention efforts.

Support legislation that provides funding for local public safety programs including Community Oriented Policing Services (COPS) and for school resource deputies in rural counties.

Support funding to implement Racial and Identity Profiling Act of 2015, which will require the Sheriff's peace officers to annually report to the Attorney General data on all stops conducted by the Sheriff's peace officers, and require that data to include specified information, including the time, date, and location of the stop, and the reason for the stop. The new data collection requirements will reduce the patrol time in the community due to the amount of time it will take to fill out forms and report data.

Provide growth funding for the base court security funding. Costs continue to rise and outpace the state funding. Safety and security in courtrooms is being compromised due to the lack of funding needed to adequately staff existing and new courthouses.

Contact: David Robinson, Sheriff, (559) 852-2795

Oppose any legislation that would eliminate probation adult fees as these funds are necessary to assist in continuing programs that will reduce recidivism rate in the County, particularly SB 144.

Contact: Kelly Zuniga, Chief Probation Officer, (559) 852-4303

Support legislation that provides funding, including grant opportunities, which target prevention, response and recovery efforts for disasters in addition to disaster preparedness, resiliency and response programs.

Support legislation that would allow public safety purchases to be tax exempt.

Contact: Clay Smith, County Fire Chief, (559) 852-2880

Support any legislation that will clean up Proposition 57 regulations to reflect what the law is intended to do in order to reduce confusions throughout the State on the interpretation of this proposition.

Support legislation and increased funding for mental health/drug abuse diversion that will bring back the 90-day dry out period to better serve these clients, and increase the length of the pre-trial diversion program to one year.

Advocate to require any legislation that significantly impacts the prosecution/defense of criminal cases or the overall administration of justice to be accompanied by adequate funding to local District Attorneys and Public Defenders in the performance of their duties.

Contact: Keith Fagundes, District Attorney, (559) 852-2395

- **Inmate Detentions**

Support legislation that would allow a court to require the appearance of a defendant held in any state, county, or local facility within the county on felony or misdemeanor charges to be conducted by two-way electronic audio-video communication between the defendant and the courtroom in lieu of the physical presence of the defendant in the courtroom for noncritical portions of the trial.

Support funding to implement the Transparent Review of Unjust Transfers and Holds Act (Truth), which requires the Sheriff's Office, prior to an interview between Immigration and Customs Enforcement (ICE) and an individual in custody, to provide a written consent form (translated into specified languages) that would explain the purpose of the interview, that it is voluntary, and that the individual may decline the interview. In addition, support funding to implementing Senate Bill 54, a law that prevents local law enforcement from communicating with Federal Immigration Authorities on state criminals who don't meet certain criteria. In addition to this law, communication between ICE and state local law enforcement agencies is now limited, effectively making California a "sanctuary state" by legalizing and standardizing statewide non-cooperation policies between California law enforcement agencies and federal immigration authorities. Due to this law, federal funding to the County may be impacted.

Support legislation that expands Medi-Cal eligibility to allow counties to receive federal financial participation for medical services performed for adult and juvenile inmates that occur on the grounds of the correctional institute.

Support the expansion of opportunities for participation in jail-based competency restoration programs.

Support legislation that would mitigate the County's risk exposure in such areas as health, mental health, and Americans with Disabilities Act (ADA) in managing inmate populations.

Support efforts to maximize funding for inmate medical and mental health care services, as well as assisting with continuity of care post-release and pursuing funding for increased needs resulting from realignment.

Contact: David Robinson, Sheriff, (559) 852-2795

Support funding to reimburse the County for State Mandated programs and services for which funding has been removed under Senate Bill 190 (removal of juvenile fines and fees, including attorney fees), costs for juvenile probation programs and services has traditionally been subject to reimbursement by the parents or legal guardians of the minors. This includes cases where a minor is offered informal services to avoid court involvement. With the passage of SB 190, counties have lost the ability to recuperate the costs for these mandatory services, including, but not limited to, the provision of counsel for minors, substance abuse counseling, rehabilitative programming, and detention costs, thereby putting further financial strain on counties.

Contact: Kelly Zuniga, Chief Probation Officer, (559) 852-4303

- **Finance & Administration**

Oppose legislation that would place any unfunded mandates upon the County, and support the full cost recovery of State unfunded mandates.

Support legislation which is designed to ensure that taxes and fees collected in the State Highway Account are used to repair the State's crumbling streets, highways and roads, and ensure that the taxes and fees collected are not used for other purposes.

Contact: Roger Bradley, Assistant County Administrative Officer, (559) 852-2380

Support legislation that would allow local governments to charge requesting parties for reimbursement of staff time involved in fulfilling Public Records Act requests.

Contact: Keith Fagundes, District Attorney, (559) 852-2395

Consistent with CSAC policy within its County Platform on addressing issues of local concern related to tort reform, government should not be more liable than private parties and in some cases there is reason for government to be less liable than private parties:

a. Support proposals to mitigate the effects of joint and several liabilities upon public entities by limiting liability to any party to be responsible for their own proportion of damages.

b. Support proposals to strengthen the statutory immunities associated with the operation of public infrastructure such as immunities under Government Code Section 830 et seq.

c. Support proposals that limit post judgment interest and/or that provide public entities with the flexibility in paying judgments over time.

d. Support proposals to mitigate the effects of liability upon public entities by applying the Doctrine of Comparative Fault to inverse condemnation actions.

Contact: Lee Burdick, County Counsel, (559) 852-2756

- **Video Recording**

Amend Government Code Section 26202.6 which governs the retention of video recordings that are made for "routine monitoring" purposes, so that recordings are only needed to be retained for 60-90 days versus the one year requirement now. Annual retention of routine monitoring is extremely costly for counties and is discouraging the use of video cameras in various operations.

Contact: Roger Bradley, Assistant County Administrative Officer, (559) 852-2380

- **Capital Projects**

Support legislative efforts which would reduce the voter approval requirement for local taxes and bonds from a 2/3rd vote to 55% for purposes of authorizing and issuing local infrastructure bonds and public safety tax increases. Seek and support bond funding for the construction of new or the renovation of existing public libraries and criminal justice facilities. The County tried twice in 2016 to pass a local public safety tax. The results were close, but a 2/3 supermajority is insurmountable.

Contact: Roger Bradley, Assistant County Administrative Officer, (559) 852-2380

- **Williamson Act Program funding**

Seek legislative support to reestablish Williamson Act subvention funds for counties with "white areas" under the Sustainable Groundwater Management Act (SGMA), and explore the possibility of using the Cap and Trade funding to cover the ongoing cost. Elimination of the Williamson Act Subvention funding has financially strapped our rural County. Losing the subvention funds has had a negative

impact to the County as well as the landowners within the County. The implementation of SGMA has put more responsibilities on counties. Legislative support to re-establish reimbursements to participating counties is essential to agricultural preservation in the State.

Contact: Rebecca Campbell, County Administrative Officer, (559) 852-2375

- **Military and Veterans Code**

Support efforts to educate the Governor's Office, the Legislature, and the public on the importance and value of the County Veterans Service Offices (CVSOs). The eventual goal is to fully fund CVSOs by permanently appropriating the full \$11 million in local assistance funding as reflected in Military and Veterans Code Section 972.1(d). California is home to approximately two million veterans. Currently, the state budget allocates \$5.6 million in funding to the County Veterans Service Offices (CVSOs) in 58 California counties. CVSOs are the first contact for most veterans and are historically able to bring in \$100 of federal veterans benefits for every \$1 spent by the state. Without full funding, California's veterans will not get the government benefits, which they earned through their military service.

Support legislation that would focus on getting homeless veterans off the streets and into housing, to include transitional and permanent supportive housing.

Support legislation that would continue to support expansion of veterans' treatment courts to more counties by providing state funding of veterans' treatment courts in California.

Contact: Scott Holwell, Veterans Service Officer, (559) 852-2661

- **Human Services**

Support increased funding for the CalWORKs Single Allocation in order to implement changes in the CalWORKs Employment and Training Services, CalWORKs 2.0 and Cal-aimed at improving services to families and improving work participation rates to meet federal program standards.

Support efforts to increase and stabilize funding for senior programs, which includes expanding case management services and coordination efforts between organizations to create community services that address the societal, medical and non-medical determinates of health for our aging population as well as the coordination of aging services to support a whole person care approach.

Support efforts to maintain current homelessness funding for CalWORKs Housing Support, Bringing Families Home and Home Safe programs. Advocate for funding and services for homeless, single adults, which would include case management and Supplemental Security Income (SSI) advocacy. Advocate for funding flexibility to include preventive services and allow for a more proactive approach as well as services coordination that can be tailored based on local needs.

Support efforts to increase the State's portion of AB 12 funding beyond the county contribution cap in order to decrease the fiscal burden on the county in providing extended Foster Care payments and services from age 18 to age 21, which has shown to increase the outcome success of our transitioning foster youth. This will help to correct the funding gap due to the underestimated 60% participation at the inception of the legislation to the actual 90% participation by Foster youth in this program.

Support legislative cleanup, reform, and allocating additional funding for Continuum of Care reform (CCR). This includes funding for foster parent recruitment, retention program changes, behavioral

health services, child and family team meetings and others. The CCR program changes are intended to provide services to foster care youth at the lowest level of placement and increased funding is needed to improve accessibility of mental health services for all youth across counties. Kings County currently has 515 children and youth in the child welfare system.

Support funding for trauma informed care for high needs foster youth that include placement options, intervention and prevention services. Develop Intensive Residential Facilities that would serve youth with severe behavioral, health, mental health or developmental issues that currently have no available options for placement in California and end up in out of State placements that are costly and delay stepping down and reunification efforts.

Support legislation that allows for greater flexibility and policies for simplifying reporting and verification requirements to increase the CalFresh retention rate and give county indemnity from error rate and penalties to allow for transition to this business process model.

Support funding for technology investments and for counties to revise certain business practices in order to increase California's CalFresh participation rate while aligning these practices across counties.

Advocate and participate in the creation of legislation for the renewal of Medi-Cal waiver(s) that supports the specific needs of our community with an adequate and stable funding source that does not increase the financial burden on the county.

Contact: Sanja Bugay, Director Human Services Agency, (559) 852-2200

Support legislation and funding programs that would increase and expand job training opportunities within the County, including funding at local community colleges to train and educate residents, especially for jobs within the tech industry.

Contact: Lance Lippincott, Economic and Workforce Development Director, (559) 852-4960

- **Child Support Services**

Support legislation that improves the effectiveness of the child support program in establishing, enforcing, and collecting child support orders. Child Support Funding: Support legislation, budget, or administrative action to adequately fund local child support services program.

Contact: Marie Waite, Director Department of Child Support Services, (559) 852-2467

- **Health and Behavioral Health**

Oppose changes that shift health realignment funds to other programs to ensure that Kings County has the resources to meet its obligation to fulfill statutory public health and indigent health care mandates.

Support strategies to streamline funding and program complexities of the California Children's Services (CCS) program in order to meet the demands of the complex medical care and treatment needs for children in California with certain physically disabling conditions. Monitor the CCS program and seek protections against increased county program costs. Oppose any efforts to require counties to provide funding for the CCS program beyond their Maintenance of Effort (MOE). Explore opportunities to "realign" county share of cost for CCS back to the state. Advocate for CCS pilot project implementation strategies that do not destabilize the current CCS program. Ensure counties retain sufficient resources to meet their CCS responsibilities, including those remaining under the Whole Child Model.

Support legislation that maintains or improves funding for counties to address the health and prevention needs of women, children, adolescents, and families, including legislation aimed at addressing childhood obesity, expanding health education for youth, and supporting sexual and reproductive health of women and adolescents. Support proposals that maintain flexibility for counties to administer the benefit according to local needs.

Support legislation that decreases health disparities among children in foster care, including ensuring coordinated health care services for children in out-of-home foster care or on probation.

Support policies addressing the prevention of chronic disease and promotion of wellness.

Focus on highlighting Public Health programming to universities and community colleges to develop strong public health longevity. Increase incentives to increase public health laboratory staff, public health microbiologists, public health nurses, and registered environmental health specialists (REHS), public health nutritionists and dietitians. This will ensure the viability and longevity of public health programs at the state and local level.

Support continued funding for the Supplemental Nutrition Program for Women, Infants and Children (WIC).

Support legislative and budget proposals that enhance local counties ability to provide safe and healthy housing and services for homeless and at-risk populations that include increased access to mental health support and healthcare services. Support increases to funding and services to support the needs of people who are currently homeless, especially those living on the streets and in places unfit for human habitation.

Support programs to fund opioid research and monitoring as well as expand emergency treatment resources and increase capacity to provide long-term prevention and treatment services. Support legislation that allows for the continued expansion on treatment and preventive harm reduction programs such as naloxone distribution.

Support funding for public health research and monitoring of vaping use patterns and associated adverse effects. Advocate for vaping taxation to invest in health education to youth.

Oppose new mandates without specified, stable, and adequate funding commitments.
Support funding for Valley Fever vaccine and treatment research and development.

Support legislation to provide additional funding and technical support to small public drinking water systems to facilitate their consolidation with larger nearby systems in Kings County.

Support legislation to improve minimum levels of cooling of ambient air in rental housing, single family dwellings, and in multi-unit housing to reduce health disparities and inequities by working to eliminate barriers to good health for Kings County's diverse population.

Support policies or funding to improve the control of mosquitos which transmit human diseases such as Zika virus, West Nile virus, Chikungunya virus, Dengue fever, and malaria.

Support funding for the monitoring, identification and control of Harmful Algae Blooms in Kings County.

Support legislation specific to the safe and healthy operation of large wave pools including the working practices of the establishment and the actions to be taken in an emergency.

Support effective parent education and engagement, and expand access to effective evidence-based family strengthening programs, including parent engagement on child brain development and Talk. Read. Sing[®], to optimize child development and reduce the risk of abuse and neglect.

Support sustainability of Family Resource Centers and other comprehensive community hubs for integrated services and crisis supports for children and families.

Support legislation that would allow rural communities to provide more comprehensive hospital/medical/pharmaceutical services, including changes to zoning laws and other such requirements.

Contact: Edward Hill, Public Health Director, (559) 852-2625

Enhance Board and Care rates to prevent further loss of critical housing for clients with serious mental illness (SMI) and build out housing options. This is needed to support the rapidly growing aging population of low-income adults who are most at-risk of homelessness including persons with SMI.

Fund Pretrial Mental Health Diversion. There is an overrepresentation of individuals with SMI in the criminal justice system. All too often, individuals with SMI in crisis are inappropriately routed by law enforcement into jails and ultimately prison, instead of receiving treatment in the community. California passed in 2018 AB 1810 which establishes pre-trial MH diversion in CA for individuals with SMI and who could be experiencing homelessness. State funding would help alleviate strains on justice systems and break the cycle of individuals experiencing homelessness with SMI from cycling in and out of the justice system

Increase spending on Public Guardian programs. County Public Guardian programs are the only major county safety net programs that receive no direct State or Federal funding. Working collaboratively with local medical, mental health, social services, and justice providers, Public Guardian programs petition the Courts to be appointed the legal decision maker with regard to healthcare, psychiatric care, and/or financial management for clients who are unable to make decisions for themselves. Significant legislative changes to Public Guardian services, such as the Omnibus Conservator Act of 2006, and amendments to California Penal Code 1370 regarding criminal defendants who are found to be incompetent to stand trial and deemed un-restorable, have profoundly impacted programs through significant increases in referrals and case complexity.

Support policies addressing the promotion of wellness, by meeting patient needs, and reducing barriers to care, at the lowest level of care before behavioral health issues require higher level, intensive services (i.e. emergency department, jail, and psychiatric hospitalization).

Support policies that seek to reduce health disparities and inequities by working to eliminate barriers to good health and seek to intervene early, at the lowest level of care, for Kings County's diverse population.

Support legislation or State budget actions that will expand the availability of supportive housing that provides coordinated services for County residents.

Support legislation that would enhance suicide prevention within the County as well as provide a means for more accurately measuring the incidence of suicide and allocating its occurrence to the appropriate jurisdiction of origin.

Contact: Lisa Lewis, Behavioral Health Director, (559) 852-2382

- **Transportation Reform**

Explore Road User Charge Policy Options. Work with other responsible agencies on mileage-based user charges as an eventual replacement for the gasoline excise tax. As improvements in the fuel efficiency of vehicles reduces gas tax revenue per mile traveled and inflation continues to erode the purchasing power of the excise tax revenues, alternatives to the gas tax must be seriously considered by all transportation stakeholders.

Support California Environmental Quality Act (CEQA) streamlining for projects including the infrastructure necessary to support developments.

Contact: Kevin McAlister, Public Works Director, (559) 852-2700

State Route 198 (SR 198) is a priority for Kings County for auto and truck traffic safety with the improvement of this interregional roadway connecting the Central Coast to the San Joaquin Valley. Elevate SR 198's priority into the State's Strategic Plan as it is considered part of the State Interregional Transportation system. The improved corridor will also serve communities like Coalinga and Huron to the statewide passenger rail network. The connection to San Joaquin – Amtrak rail system would be a benefit to rural communities in the region. The route is not only part of the Central Coast and San Joaquin Valley East-West connection, the highway also serves Lemoore Naval Air Station to Interstate 5. Most of the improvement projects on SR 198 are outside Kings County jurisdiction, but would greatly serve the needs of the county by improving this travel corridor.

Support State funding for widening State Routes 33, 41, and 43 in order to accommodate the growing need of transportation options within the County due to increasing traffic as a result of population growth within the Central Valley. With the search for affordable housing and future completion of the High Speed Rail Project, the Central Valley will be an ideal place to live enticing migration to the area.

Truck traffic for Farm to Market transportation and freight movement from Interstate 5 to Lemoore Naval Air Station (NAS) should be a State priority. The passenger car traffic would also improve with an increase to State Highway Operation and Protection Program (SHOPP) projects eligibility, if this route becomes a higher priority. The truck volume due to the recent drought and future land retirement in Westlands Water District will see reduced seasonal agricultural demands Automobile travelers will increase with additional personnel added to Lemoore NAS.

Contact: Joe Neves, Board of Supervisor, (559) 852-2370

- **Resource Recovery and Waste Management**

Continue to advocate for resources for local governments to develop the necessary infrastructure to implement organics diversion programs. Engage CalRecycle and the Air Resources Board's process for implementing AB 1826 and SB 1383, which creates an organic management Program in California.

Work with CalRecycle and legislators to address the challenges associated with Single-Use products and other commodities, such as Plastic Packaging, and the impact these products have on the California solid waste industry.

Support legislation that would provide an exemption to the County's annual solid waste disposal tonnage for contaminated and unrecyclable waste collected from illegal dumping activities or homeless encampments within the County.

Contact: Kevin McAlister, Public Works Director, (559) 852-2700

- **Community Development**

Support direct allocation of Community Development Block Grant (CDBG) funds and HOME Investment Partnerships Program (HOME) funds to Kings County. If direct allocation to Kings County is not possible, then continued support for maintaining CDBG and HOME funding levels to the State, which would maintain funding opportunities for Kings County.

Support State funding efforts for the increasingly complex General Plan update processes to remain current and in compliance with State mandated General Plan requirements. Small counties have limited staff and due to time constraints are limited in order to stay compliant. Increased funding can ensure these General Plan requirements set by the Office of Planning and Research are met.

Support legislation that would provide a financing mechanism to mitigate the cost impacts of hosting solar farms within the County.

Contact: Greg Gatzka, Community Development Agency Director, (559) 852-2680

- **Economic Development Incentives**

With the elimination of Redevelopment Agencies and the Enterprise Zone, counties and cities with high unemployment and high poverty rates find it more difficult to compete for business expansion and location with more affluent areas. Disadvantaged communities are unable to afford the public infrastructure needed to create the jobs to boost or sustain growth within their economies. A targeted incentive package aimed at cities or counties that have an average unemployment rate and poverty level of 125% of the statewide average for the preceding year is needed. These designated zones would allow a more advantageous new employee hiring credit as well as other economic development and public infrastructure incentives necessary to even the competitive field of business development.

Contact: Lance Lippincott, Economic and Workforce Development Director, (559) 852-4960

- **High Speed Rail**

Continue to work with the High Speed Rail Authority (HSRA) to construct and deploy all HSRA projects in Kings County. Advocate for the highest safety standards in the transportation industry. Also, ensure all transportation modes work collectively to meet the needs of public transportation.

Support any bills that require financial accountability.

Continue to advocate for a High Speed Rail maintenance facility within Kings County.

Contact: Rebecca Campbell, County Administrative Officer, (559) 852-2375

2020 FEDERAL LEGISLATIVE PLATFORM

Kings County, California

This document offers summary information on a number of key policy areas for legislative and/or regulatory action and monitoring in the current year. Each item includes a contact person to be reached for any additional supporting information or to alert in the event of pending legislative/regulatory action, remedy or resolution.

- **California Drought Resiliency**

Much of the Kings County economy is based on agribusiness. Accordingly, when farmers are unable to obtain water to produce crops, laborers cannot find work leading to an unemployment rate in Kings County that is well above the state and national average in times of drought. The result is that neither essential component of our County's workforce can conduct business and contribute to our local economy. Prolonging the planning or delaying the funding for water storage/reservoir/hydropower projects is counterproductive to the demands that population growth places upon our region, as well as our State. Bringing badly needed water to our communities is essential.

Provide long-term, meaningful solutions to California's complex water management challenges. California has the unfortunate characteristic of being prone to prolonged and severe droughts at any time, with nearly 92% of its land in agricultural use, Kings County depends upon reliable supplies and quantities of water. Therefore, Kings County strongly supports legislative proposals and regulatory actions that would ensure more reliable and predictable water deliveries to the Central Valley.

Support reauthorizing the Water Infrastructure Improvements for the Nation (WIIN) Act, which is set to expire in 2021. The California title of the WIIN Act provides flexibility to capture and store water when flows are high with little impact on the environment. This flexibility helps California better prepare for future dry years. The WIIN Act also included nearly \$1 billion for environmental restoration and water infrastructure projects in California. This funding provides a diverse package of tools to meet the state's water needs.

Contact: Rebecca Campbell, County Administrative Officer, (559) 852-2375

- **Water**

Support efforts to enhance existing and construct new surface water storage facilities within the State. California is subject to variable weather patterns and must plan ahead to capture water in times of excess to meet the state's various water demands in times of drought. Without increased water storage, the demands placed on our water resources will not be achieved for food and fiber, urbanized growth, energy needs, or habitat restoration. Surface storage also provides immediate relief to aquifers and helps facilitate groundwater recharge projects.

Support efforts to amend the *Endangered Species Act* (ESA) and other environmental laws in a manner that will increase the allocation to Central Valley Project water contractors, and oppose any legislation that negatively impacts such contractual allocation. The County believes these efforts need to be closely coordinated with state agencies to ensure that any amendments to the ESA do not result in increased burdens to the State Water Contractors. Because of ESA-related court rulings and ongoing historic drought conditions, water has become extremely limited in Kings County and groundwater

levels are at historic lows. The County supports changes to the ESA that take into account the intra-specie similarities when adding new animals as endangered species.

Kings County is engaged in a critical review of Groundwater Sustainability Plan implementation. The County will continue to support efforts to implement solutions to protect the County's supply of surface- and ground-water and to improve County and regional economic and agricultural opportunities.

Support grants and other federal funding opportunities or legislative proposals that help disadvantaged communities in Kings County improve access to a safe and reliable water supply.

Contact: Julianne Phillips, Water and Natural Resources Division Manager, (559) 852-2447

Kings County is the home to Lemoore Naval Air Station. During times of severe drought, fallow fields surrounding the air base attract rodents and other varmints which, in turn, leads to a significant increase in the presence of avian predators. The result is a corresponding increase in bird strikes, which puts our nation's air fleet and security at severe risk.

Contact: Rebecca Campbell, County Administrative Officer, (559) 852-2375

- **Fee-to-Trust Reform/Indian Gaming**

Support federal legislation, as well as regulatory changes in the current fee-to-trust process, that would provide an incentive for counties and tribes to enter into judicially enforceable agreements when tribes are permitted to engage in economic development activities, including gaming. Agreements should fully mitigate local impacts from a tribal government's business activities and fully identify the governmental services to be provided by the county to that tribe. In cases in which a county and tribe are unable to reach a local mitigation agreement, federal legislation/regulations should require the Secretary of the Interior to certify that all anticipated off-reservation impacts have been mitigated to the maximum extent practicable. The County is supportive of reforms that would protect the County's interests and accounts for any impacts on natural resources in case of a possible future expansion or new development.

Contact: Roger Bradley, Assistant County Administrative Officer, (559) 852-2380

- **Public Safety**

Support legislation and/or administrative action that ensures that any political subdivision that is determined not to be in compliance with the terms of Federal immigration law (including but not exclusively 8 USC Section 1373) remains eligible to receive federal justice and homeland security grant funding if the noncompliance is a consequence of being required to abide by the terms of a statute or other legal requirement of a State with jurisdiction over that political subdivision.

Contact: Rebecca Campbell, County Administrative Officer, (559) 852-2375

Kings County's Gang and Narcotics Task Force and local law enforcement agencies drew hundreds of cases in 2018, and many of those cases involve higher level narcotics investigations. Support legislation and appropriations for County efforts directed at: programs that recognize the extent of the gang and narcotics problems in our County and in the San Joaquin Valley; prevention programs that educate youth about drugs and gangs; treatment programs; and tougher penalties for illegal-drug related crimes.

Due to cuts in the appropriation for the State Criminal Alien Assistance Program (SCAAP), along with an increasing number of jurisdictions applying for the program, Kings County's SCAAP allocation has fluctuated in recent years. SCAAP partially reimburses Kings County for the significant costs of incarcerating undocumented criminals. Therefore, support legislation and advocate for the provision of adequate funding for SCAAP. Additionally, advocate for and support legislation that provides a long-term reauthorization of the SCAAP program.

Support legislation that would restore Medicaid benefits to inmates for the 30-day period prior to their release from a public institution, such as a jail.

Support legislation that would remove limitations on Medicaid, Medicare, Supplemental Security Income (SSI), and Children's Health Insurance Program (CHIP) benefits for pre-trial inmates of jails, detention centers, and prisons.

Congress should provide adequate funding for the Byrne Justice Assistance Grant (Byrne/JAG) Program.

Support legislation that provides funding for local public safety programs including Community Oriented Policing Services (COPS) and for school resource deputies in rural counties.

Contact: Dave Robinson, Sheriff, (559) 852-2795

Support legislation that provides funding, including grant opportunities, which target prevention, response and recovery efforts for disasters in addition to disaster preparedness, resiliency and response programs.

Contact: Clay Smith, Fire Chief, (559) 852-2880

- **Telecommunications/Interoperability/Broadband**

Support funding for first responder infrastructure upgrades and/or repair, such as repeater site restoration and upgrades. Dedicated funding has not been set aside since 2007 with the Public Safety Interoperability Communications grant, and systems are aging with no replacement funds in sight. Categorical funding, such as Homeland Security funding, is allocated in one-time amounts that are not sufficient to completely convert our local systems.

Support funding for Department of Commerce broadband infrastructure and planning grants. Communities and outlying areas are in great need of broadband infrastructure to bring and enhance much needed services in the area of education, public safety, economic development, and for medical purposes. Minimum broadband speeds should be revisited as 10 megabits download/1 megabits upload speeds are no longer considered the low end of high speed Broadband access. Broadband connection rates need to be reasonable in order to be competitive for local government use.

Support funding for the US Department of Agriculture to provide reliable and affordable high-speed internet e-Connectivity, which is fundamental for economic activity throughout the United States. Access to high-speed internet is vital for a diverse set of industries, including agricultural production, manufacturing, and acts as a catalyst for rural prosperity by enabling efficient, modern communications between rural American households, schools, and healthcare centers as well as markets and customers around the world.

Support legislative efforts to maintain current levels of funding for the implementation of universal service and library connectivity discount provisions E-Rate (*Telecommunications Act of 1996*, allowing any communications business to compete in any market against any other).

Support legislation that would increase the dispersion of cell tower coverage, while minimizing the aesthetic impacts of large cell tower placements.

Contact: Rebecca Campbell, County Administrative Officer, (559) 852-2375

- **Human Services**

Support amendments to the *Family First Prevention Services Act* (FFPSA) to better align the FFPSA with California's Continuum of Care Reform initiatives and prevention services provided by the state, including the provisions in the enacted 2019 *Family First Transition Act*.

Support efforts to reform child welfare financing, including expanding the types of prevention activities eligible for the IV-E foster care financial match. Kings County currently has 515 children and youth in the child welfare system.

Support more flexible work participation requirements measures for the TANF/CalWORKs program to give credit for client engagement and for work activities not meeting current thresholds.

Continue to fully fund the Social Services Block Grant, which funds child protective services.

Oppose efforts to block grant or otherwise limit the federal contribution and eligibility for SNAP/CalFresh.

Oppose efforts to reduce or block grant federal funding for Medicaid/Medi-Cal administration or benefits, including efforts to place a per-capita cap on funding or limiting the ability of states to leverage funds through assessments on providers or use intergovernmental transfers of certified public expenditures as a financial match for Medicaid.

Support federal homelessness legislation designed to fund an array of services to individuals and families at risk of or who are experiencing homelessness.

Contact: Sanja Bugay, Director Human Services Agency, (559) 852-2200

- **Child Support Services**

Support legislation that improves the effectiveness of the child support program in establishing, enforcing, and collecting child support orders. Support legislation, budget, or administrative action to adequately fund local child support services program.

Contact: Marie Waite, Director Department of Child Support Services, (559) 852-2467

- **Health and Behavioral Health**

Ensure that any potential reforms of health and welfare entitlement programs do not shift additional cost burdens from the federal government or state to the counties.

Oppose efforts to reduce state and federal funding streams, which would shift costs to local health departments.

Oppose any effort to reduce or divert fund from the Prevention and Public Health Fund (PPHF). The PPHF, which was created by Section 4002 of the *Affordable Care Act* is the nation's first mandatory funding stream dedicated to improving our nation's public health, enabling local health departments to augment, expand, or create chronic disease programs addressing community needs..

Support increased and flexible federal funding/resources directed at building the capacity of local public health departments to combat and control communicable diseases. Oppose efforts to reduce state and federal funding streams, which would create cost shifts to local health departments. Oppose converting the federal Medicaid program into a block grant. Recent federal proposals would result in cuts to California's Medicaid allotment, which, in turn would put additional financial strain on the state and counties. If Medicaid is converted to a block grant, it may be necessary for the state to restrict eligibility, cut benefits, and reduce payments to health care providers.

Support continued funding for the Supplemental Nutrition Program for Women, Infants, and Children (WIC). The WIC program ensures access to adequate nutrition for pregnant women and children ages 0-5, and provides nutrition education for parents so that their child/children can have a healthy start. There are currently over 8,000 participants who meet the income criteria for eligibility for this program in Kings County.

Contact: Edward Hill, Public Health Director, (559) 852-2625

Oppose the Department of Homeland Security's Public Charge Rule. The Rule, which was finalized in August of 2019 and is slated to go into effect on February 24, 2020, allows immigration officials to consider the receipt of Medicaid, Supplemental Nutrition Assistance Program (SNAP/CalFresh) benefits, federal housing assistance and other non-cash benefits when determining whether a legal immigrant may revise or extend his/her immigration status. The likely impact of the Rule is that many immigrant families will reject public benefits even if they are eligible, for fear of harming a relative's chance of having his/her immigration status adjusted. This will have a detrimental impact on immigrant families struggling with mental health and substance use disorder issues. Immigrants often have higher levels of depression and anxiety than the general population and benefit from treatment.

Support Centers for Medicare & Medicaid Services (CMS) Expanding Medicaid Payments for Housing and CMS's exploration of payment models to allow Medicaid reimbursement for beneficiary housing costs. Historically, Medicaid has paid for ancillary and supportive services but not for direct housing costs like rent. Support a federal change in Medicaid statute to subsidize for housing costs for Medicaid beneficiaries. CMS currently lacks legal authority to pay for housing; to change this, Congress would have to act to amend statutory restrictions.

Support legislation or federal budget actions that will expand the availability of supportive housing that provides coordinated services for County residents.

Contact: Lisa Lewis, Behavioral Health Director, (559) 852-2382

- **Military and Veterans Code**

Support legislation that would provide increased access for County Veterans Service Offices (CVSO) to Veterans Affairs (VA) information systems (i.e. Veterans Benefits Management System, Veterans Appeals Control and Locator System, Modern Award Processing - Development, etc.) for use in developing and monitoring claims submitted on behalf of veterans. County Veterans Service Offices (CVSOs) are local government agencies responsible for assisting veterans, their dependents and survivors in obtaining benefits to which they may be entitled. As such CVSOs need maximum possible access, regardless of VA Power-of-Attorney (POA), to VA client and claims databases. Enhancing this access will result in better and timelier services to claimants and reduce the workload in VA call centers.

Support legislative, regulatory, and/or policy changes that would create a federal/state/local government partnership to reduce the VA veteran's claims backlog and expand outreach services to veterans. VA has expressed the belief that one important way to reduce the unacceptable claims backlog is the initial submission of more fully completed claims packages. Individual claimants are unfamiliar with the requirements of the VA claims system. Accordingly, it is necessary to have competent, trained intermediaries, such as CVSO, participate in the preparation and submission of claims. Many CVSOs do not have the resources to do the community outreach that would enable them to reach the maximum possible number of benefit claimants. Federal/state/local partnerships will enable State and County veterans service programs to reach and assist more claimants thus helping to reduce the chronic VA claims backlog.

Contact: Scott Holwell, Veterans Service Officer, (559) 852-2661

- **Community Development Block Grant (CDBG)**

Provide maximum funding for the CDBG program. Kings County utilizes these program funds with increasing success to develop unincorporated communities and provide better housing conditions and opportunities to Kings County residents. CDBG funding has typically been used for first-time home buyers' loans since the late 1990's, as well as owner-occupied rehabilitation projects in locations in remote communities within the County since the mid-1970's.

Allow continued use of the CDBG program income for continued operational costs without risking the ability to apply for future grants.

Support legislation and funding opportunities that would provide for the conversion of existing dilapidated housing to new updated homes.

Contact: Chuck Kinney, Deputy Director-Planning, (559) 852-2674

- **USDA Rural Development**

Support legislation or administrative action that would expand the eligibility requirements for USDA's Rural Development Communities Facilities programs, which eligibility expansion should also include communities with prison populations. Specifically, Kings County supports increasing the population threshold used to determine whether communities are eligible for such grants and loans.

Contact: Rebecca Campbell, County Administrative Officer, (559) 852-2375

- **Workforce Innovation and Opportunity Act (WIOA) Programs**

Support full funding for local Workforce Innovation and Opportunity Act (WIOA) Programs. Four years after the implementation of WIOA, Kings County continues to need additional resources to enable local eligible residents to increase their training for and exposure to the workforce. At the same time, increased un-funded WIOA administrative requirements and costs are being absorbed to the detriment of participants and businesses in Kings County. WIOA's business-led local effort improves local economies, including attracting manufacturing jobs back to the United States.

Contact: Lance Lippincott, Economic and Workforce Development Director, (559) 852-4960

- **Transportation**

Support legislation to restore Highway Trust Fund solvency in order to fund major programs important to Kings County by creating a pilot program to test out transitioning from a tax on gasoline to a tax based on miles driven (vehicle miles travelled).

Support the creation of a Highway Trust Fund Commission to determine a new funding mechanism for transportation projects.

Support legislation to prioritize formula over discretionary or competitive allocation to programs.

Support legislation to ensure set asides for smaller Metropolitan Areas and Rural Areas as part of major programs.

Support legislation to ensure set asides for Small Projects.

Support legislation to maintain flexibility and authority for Metropolitan Planning Organizations (MPOs).

Support legislation to eliminate "new non Federal Revenue" requirements or programs that rely on a substantial local match.

Support long-term federal funding for roads and bridges, which excludes increases for biking and walking projects, as part of the reauthorization of the *Fixing America's Surface Transportation (FAST) Act*, and work with local representatives and federal transportation agencies to ensure that California counties are well-positioned to utilize environmental streamlining opportunities available from the *FAST Act*.

Add new funding mechanisms from a ten percent tax on bike tires and electric vehicle batteries and eliminate the fuel tax subsidy for transit.

Increase flexibility for states and local governments to improve their systems with multimodal infrastructure, including public transportation and rail, active transportation, and technology and system management.

Support legislation that implements the exceptions to Buy America proposed previously by FHWA in Federal ruler making and reinstate the waiver process to ensure transportation projects are progressing without significant delays. Additionally, develop clear guidelines on exceptions at the

Federal level to create a consistent nationwide application of rules and reduce the burden, delays and resources expended over small percentages of materials.

Support steps to identify and quantify the most crucial elements of a pilot program for the next transportation bill to assist with maintaining those farm-to-market routes deemed crucial for interstate commerce.

Support legislation that exempts the maintenance of existing public works facilities/infrastructure from permit requirements under the Endangered Species Act.

Contact: Kevin McAlister, Public Works Director, (559) 852-2700

Seek funding to assist with the movement of goods on State Route 198 (SR 198). Normal highway traffic rates are 15-18%, and SR 198 has a higher rate of use at 38%. In 2017, an influx of new military related personnel started to arrive and will be staying in the area due to the basing of the new F-35C Lightning II Strike Fighter squadrons and two relocated F-18 Super Hornet squadrons. Widening approximately 20 miles of SR 198 will assist with goods movement to Lemoore Naval Air Station Lemoore, as well as the Central Valley of California.

Support reforms to the National Highway Freight Program to more clearly include eligibility for investment in integrated freight management solutions and freight safety programs, including for emergency responders.

Support any move by NAS Lemoore to expand additional runway construction to support the aging airstrips currently being used. This is due to the addition of F-35C Lightning II Joint Strike Fighter squadrons.

Support efforts and increased funding to enhance and sustain rail operations including the movement of freight within and through the County.

Contact: Joe Neves, Board of Supervisor, (559) 852-2370

- **Institute of Museum and Library Services**

Continue Federal support for grants and funding from the Institute of Museum and Library Services (IMLS). Elimination of such funding will jeopardize the \$16 million the California State library receives in federal funds, money that also funds the Braille and Talking Book library. The Library Services Technology Act (LSTA) is exclusively for libraries and is administered through IMLS. LSTA funds, in which the California State Library receives \$16 million, is where the Kings County Library has benefited. The Kings County Library successful programs were funded by receiving LSTA grant funds. Programs such as Veterans Connect at the Library, Career Online High School, The Family Place Library, Brainfuse Online Homework Help, Book-To-Action, and Touchpoints in Libraries Training are an example.

Contact: Natalie Rencher, Library Director, (559) 852-4005



COUNTY OF KINGS BOARD OF SUPERVISORS

GOVERNMENT CENTER HANFORD, CALIFORNIA 93230 (559) 852-2362
Catherine Venturella, Clerk of the Board of Supervisors

AGENDA ITEM February 25, 2020

SUBMITTED BY: Administration – Rebecca Campbell/Roger Bradley

SUBJECT: 2020 STATE AND FEDERAL LEGISLATIVE PLATFORM

SUMMARY:

Overview:

On February 11, 2020, staff presented the 2020 State and Federal Legislative Platform document to your Board, which focuses on several topics of importance and influence to the County, the region, and the State. The document has been prepared in final format for your Board’s consideration.

Recommendation:

Adopt the State and Federal Legislative Platform for calendar year 2020.

Fiscal Impact:

There are sufficient budgeted funds to distribute this document as directed by your Board. An agreement with Paragon Government Relations (at the federal level) to serve as the County’s paid advocates/lobbyists, was previously approved by your Board. The County is currently soliciting lobbyist services to manage the County’s State advocacy efforts. Revenue generation for the County is a goal of the document; however, the amounts of available funding for outlined projects/issues/programs have not been determined.

BACKGROUND:

Annually, Kings County prepares an update of its Legislative Advocacy program, known as the Legislative Platform. The Legislative Platform outlines the Board’s work plan to advocate for consideration of various concerns of local significance to Kings County regarding legislative decision being made by the State of California and the federal government. In particular, it prioritizes local issues that are influenced by State and Federal actions. Upon adoption, this document will be submitted to state and federal delegations, firms hired to represent the County’s interests in Sacramento and Washington D.C., and advocacy associations such as the California State Association of Counties (CSAC) and the National Association of Counties (NACo), in which the County participates and collaborates to improve public government services. The attached 2020 State and

(Cont’d)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2020.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

2020 STATE AND FEDERAL LEGISLATIVE PLATFORM

February 25, 2020

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Federal Legislative Platform has been updated with all the changes your Board directed during the study session on February 11, 2020. Your Board directed staff to include some additional advocacy items regarding the County's State water policy platform. Specifically, Mr. Justin Mendes from the Tulare Lake Basin Water Storage District presented some concerns during the Study Session regarding the below issues. Staff has evaluated his concerns and provided recommendations as outlined below.

State Platform Comments from Mr. Mendes:

- **State Water Project Costs** - As a State Water Project (SWP) Contractor, the County should account for the increased cost along the SWP. From 2019 to 2020, the cost of water delivery jumped 20 percent, which for the Tulare Lake Basin Water Storage District (TLBWSD) equaled over \$2 million. Dudley Ridge is roughly half the TLBWSD allocation, thus another \$1 million. The County and its water agencies cannot forget that Lemoore Naval Air Station (LNAS) and Kettleman City Community Services District (CSD) also receive water from the SWP. As a result, a 20 percent cost increase is also passed on to them, regardless of water allocation.
 - Staff Comments: Advocacy language is proposed to be added to the Platform as follows:
 - Support legislative reforms that will reduce the water delivery costs under the State Water Project.
- **Water Supply Negotiations** - The new framework of the Voluntary Agreements discusses a potential \$10 charge per acre-foot to water users. That would be an additional \$1.3 million charge to the State Water Contract within Kings County, which includes LNAS and Kettleman City CSD.
 - Staff Comments: Advocacy language is proposed to be added to the Platform as follows:
 - Support the Voluntary Settlement Agreement process as long as the agreement does not result in reduced water availability or increase the cost of State Water Project deliveries to the County. Kings County opposes any agreement that would increase the cost of water delivery to its disadvantaged communities or agricultural water districts.
- **Subsidence** - Subsidence is a major issue for everyone within the County. Friant has been able to grab the headlines on subsidence in the Valley but it is important for Kings County to advocate for any funding along the Kings River as well the California Aqueduct. While some of the affected areas are not directly within the County, the costs associated with the correction is allocated to water users within the County.
 - Staff Comments: Advocacy language is proposed to be added to the Platform as follows:
 - Support legislation that provides subsidence mitigation funding for the streams, aqueducts, and canals that deliver water to the region.

Agenda Item

2020 STATE AND FEDERAL LEGISLATIVE PLATFORM

February 25, 2020

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- **Agricultural Regulatory Environment** – TLBWSD knows that your Board is very proud of the Agricultural Industry that makes up the basis of the County’s economy. Therefore, it would be important that as the County, your Board advocate on behalf of its farmers in regards to the regulatory costs associated with farming in California. The County’s support for grants and legislative fixes to burdensome regulation would be greatly appreciated. After the Irrigated Lands Regulatory Program, farmers formed coalitions to pay fees. Further, they have formed Groundwater Sustainability Agencies (GSA’s) after the passage of the State Groundwater Management Act (SGMA). Presently, some farmers will have to form Management Zones to address issues with salt and nitrates in the ground.
 - Staff Comments: The economic impact of agriculture on the economy is well documented in the platform. The support of clean drinking water grants is also in the platform and the Clean and Safe Drinking Water Fund was a compromise between agriculture, the environmental justice community, the social justice community, and the State. Many of these grants are available for nitrate mitigation. Several have been awarded within the County as well to enhance the input of underserved communities in the GSP on water quality issues.
 - Staff Comments: Advocacy language is proposed to be added to the Platform as follows:
 - Support legislative efforts to streamline onerous and duplicative regulatory burdens that have significantly increased input costs to farmers in the County.
 - Support funding that will reduce the financial impact of regulatory implementation on landowners.

Additional State Advocacy Proposed by the Chairman:

Chairman Verboon recently attended the Kings Ag Roundtable, where a presentation was provided by Mass Energy Works about the potential for anaerobic digesters to harvest methane from animal manure as part of the dairy production process. Your Board will also receive a similar presentation at this meeting under a separate Agenda Item. For general reference, anaerobic digestion is a series of biological processes in which microorganisms break down biodegradable material in the absence of oxygen. One of the end products of anaerobic digestion is biogas, which is combusted to generate electricity and heat, or can be processed into renewable natural gas and transportation fuels. This will potentially benefit the local economy and the environment. As a result of the positive potential for this project to the County, the Chairman requested that staff add an advocacy action item to the 2020 Legislative Platform. The new action item that is proposed in the 2020 Platform is, “Support funding for dairy digesters.” This item is included in the Resource Recovery and Waste Management section of the State Legislative Priorities.



COUNTY OF KINGS BOARD OF SUPERVISORS

GOVERNMENT CENTER HANFORD, CALIFORNIA 93230 (559) 852-2362
Catherine Venturella, Clerk of the Board of Supervisors

AGENDA ITEM February 25, 2020

SUBMITTED BY:

Administration – Rebecca Campbell/Roger Bradley

SUBJECT:

PUBLIC FORUM REGARDING THE TRANSPARENT REVIEW OF UNJUST TRANSFERS AND HOLDS ACT

SUMMARY:

Overview:

On September 28, 2016, Assembly Bill 2792, the Transparent Review of Unjust Transfer and Holds (TRUTH) Act, was signed into law. This law requires local enforcement officials to inform immigrants of their right to refuse interviews with United State Federal Authorities while incarcerated.

Recommendation:

Hold a public forum to receive public comment regarding the Sheriff’s Office’s provision of information about and access to detained individuals to the Immigration and Customs Enforcement Agency.

Fiscal Impact:

The financial cost for the implementation of the TRUTH Act is unclear at this time. The Act does change local law enforcement existing procedures, which can have cost implications over time.

BACKGROUND:

The TRUTH Act requires a local law enforcement agency, prior to an interview between United States Immigration and Customs Enforcement (ICE) and an individual in custody, to provide a written consent form that would explain the purpose of the interview, that it is voluntary, and that the individual may decline the interview. The bill requires the consent forms to be available in specified languages. The TRUTH Act requires that if a local law enforcement agency provides ICE with notification of an individual’s release date and time, then the local law enforcement agency must also provide the same notification to the individual and their attorney or permitted designee. Additionally, this bill ensures that records related to ICE access are disclosed to the public upon request.

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BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2020.

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.

Agenda Item

PUBLIC FORUM REGARDING THE TRANSPARENT REVIEW OF UNJUST AND HOLDS ACT

February 25, 2020

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Beginning January 1, 2018, the local governing body of any county or city in which a local law enforcement agency has provided ICE with access to an individual during the last year shall hold at least one community forum during the following year. This forum must be open to the public, in an accessible location, and with at least 30 days' notice to provide information to the public about ICE's access to individuals and to receive and consider public comment. In preparation for this forum, the Sheriff's Office has provided the governing body with data it maintains regarding the number and demographic characteristics of individuals to whom the agency has provided ICE access, the date ICE access was provided, and whether the ICE access was provided through a hold, transfer, or notification request or through other means (Attached). Data is provided in the form of statistics, individual records, with personally identifiable information redacted.

Public notice for this meeting was published in the Hanford Sentinel on January 25, 2020.

