

Board Members

Joe Neves, District 1, Vice-Chairman
Richard Valle, District 2
Doug Verboon, District 3
Craig Pedersen, District 4, Chairman
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, May 4, 2021
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>

COUNTY OF KINGS PUBLIC MEETING PROTOCOL IN RESPONSE TO CORONAVIRUS COVID-19

California Governor Gavin Newsom issued Executive Orders N-25-20 and N-29-20 on March 12, 2020 and March 17, 2020, respectively, relating to the convening of public agency meetings in light of the COVID-19 pandemic. On December 3, 2020, the State announced a regional Stay-at-Home order to slow the spread of COVID-19. In response to the State's additional restrictions, and for the protection of the public's health, the Board of Supervisors will convene their public meetings via video and teleconference as detailed below, and will close its Board Chambers to the public until further notice.

Pursuant to the Executive Orders, and to maintain the orderly conduct of the meeting, Kings County will allow the Board Supervisors, County staff and interested members of the public to attend the meeting telephonically or by the Internet, and to participate in the meeting to the same extent as if they were present in the Board's Chambers.

Members of the public who wish to observe the meeting virtually can do so via the worldwide web at:

<https://youtu.be/cMpKH0CiMHU> or go to www.countyofkings.com and click on the "Join Meeting" link.

Members of the public who wish to comment may submit written comments on any matter within the Board's subject matter jurisdiction, regardless of whether it is on the agenda for Board consideration or action, and those comments will be entered into the administrative record of the meeting. To submit written comments by U.S. Mail or email for inclusion in the meeting record, they must be received by the Clerk of the Board of Supervisors no later than 9:00 a.m. on the morning of the noticed meeting. To submit written comments by email, please forward them to bosquestions@co.kings.ca.us. To submit such comments by U.S. Mail, please forward them to: Clerk of the Board of Supervisors, County of Kings, 1400 W. Lacey Blvd., Hanford, CA 93230

To comment during the meeting by telephone or the Internet, E-mail the Clerk of the Board at any time before or during the meeting at bosquestions@co.kings.ca.us for a phone number, access code and meeting link.

- I. **9:00 AM** **CALL TO ORDER**
ROLL CALL – Clerk of the Board
INVOCATION – Pastor Brian Kleinhammer – Kingdom Culture 2.0
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. Two (2) minutes are allowed for each item.

- III. **APPROVAL OF MINUTES**
 - A. Approval of the minutes from the April 27, 2021 regular meeting.



IV.

CONSENT CALENDAR

A. Agriculture Department:

1. a. Consider authorizing the Department to use increased Unclaimed Gasoline Taxes and Pesticide Mill Taxes for the purchase of three replacement vehicles and for enhancements to Department facilities and programs; and
- b. Adopt the budget change. **(4/5 vote required)**

B. Assessor/Clerk Recorder Department:

1. Consider adopting a Resolution authorizing the Assessor/Clerk-Recorder to enter into and execute Agreements with individuals and entities that allow remote access to the Assessor database of certain public property records.

C. Community Development Agency:

1. Consider adopting a Resolution for the submission of the grant application for the Community Development Block Grant Economic Development Microenterprise Assistance funding.

D. County Counsel:

1. Consider adopting a revised Conflict of Interest Code for County Departments to be effective immediately.

E. Public Works Department:

1. Consider adopting the 2021 Traffic Control Policies and Warrants Manual for the Department of Public Works.

F. Sheriff's Department:

1. a. Consider adopting a Resolution authorizing participation in the Boating Safety and Enforcement Financial Aid Program; and
- b. Authorize the Sheriff to sign the grant Agreement for the Boating Safety and Enforcement Financial Aid Program.
2. Consider approving an Agreement with Securus Technologies, LLC. for Inmate Communication Services retroactively effective April 1, 2021.
3. a. Consider approving the purchase of a Dental Sterilizer; and
- b. Adopt the budget change. **(4/5 vote required)**
4. a. Consider approving the purchase of two washing machines; and
- b. Adopt the budget change. **(4/5 vote required)**

V.

REGULAR AGENDA ITEMS

A. Behavioral Health Department – Lisa Lewis/UnChong Parry

1. Consider adopting a Resolution proclaiming the month of May 2021 as Mental Health Matters Month in Kings County.

B. Department of Finance – Jim Erb

1. Consider authorizing the Director of Finance to prefund the Fiscal Year 21/22 CalPERS Miscellaneous and Safety contributions with proceeds from a 2% Discount Note purchased by the Kings County Investment Pool, dependent on approval of the appropriation for the Fiscal Year 21/22 Unfunded Accrued Liability in the proposed budget.

C. Public Health Department:

1. Consider approving the advanced step hire of Nicholas Montoya as a Program Manager at Salary Range 223.0, Step 4.



D. Public Works Department – Dominic Tyburski

1. a. Consider approving the plans and specifications for the State Route 41 pedestrian crossing and pathway improvements; and
- b. Authorize the Public Works Department to advertise the project.
2. a. Consider approving the plans and specifications for the FY20-21 Senate Bill-1 Funded Kings County Roadway Improvement project; and
- b. Authorize the Public Works Department to advertise the project.

E. Administration – Rebecca Campbell

1. Consider authorizing the County’s federal lobbyist to submit the Board’s ranked 2022 Community Project Funding requests to other federal delegates as requested.
2. Consider authorizing the Chairman to sign a letter of support for the City of Avenal’s request for federal funding for their Community Center project.

**F. Administration – Rebecca Campbell
Public Health – Edward Hill**

1. Receive an update on the local emergency in Kings County due to the imminent and proximate threat of exposure of COVID-19 on the residents of the County of Kings and take action as deemed necessary.

VI. STUDY SESSION

A. Human Services Agency – Sanja Bugay/Antoinette Gonzales

Receive an update on the General Assistance Program as administered by the Human Services Agency.

VII. BOARD MEMBER 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

VIII. CLOSED SESSION

◆ **Conference with Labor Negotiator:** [Govt. Code Section 54957.6]

Negotiators: Rebecca Campbell, Kyria Martinez, Henie Ring, Che Johnson of Liebert Cassidy Whitmore

- General - CLOCEA
- Supervisors - CLOCEA
- Blue Collar - SEIU
- Probation Officer’s Association
- Management
- Firefighter’s Association
- Detention’s Deputy Association
- Prosecutor’s Association
- Probation Officer’s Association
- Deputy Sheriff’s Association



IX. 11:00 AM CALIFORNIA PUBLIC FINANCE AUTHORITY REGULAR MEETING

X. ADJOURNMENT

The next regularly scheduled meeting will be held on Tuesday, May 11, 2021, at 9:00 a.m.

FUTURE MEETINGS AND EVENTS

May 11	9:00 AM	Regular Meeting
May 18	9:00 AM	Regular Meeting
May 25	9:00 AM	Regular Meeting
June 1		Regular Meeting cancelled due to observance of Memorial Day on May 31, 2021
June 8	9:00 AM	Regular Meeting
June 15	9:00 AM	Regular Meeting
June 22	9:00 AM	Regular Meeting
June 29	9:00 AM	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.

Board Members

Joe Neves, District 1, Vice-Chairman
Richard Valle, District 2
Doug Verboon, District 3
Craig Pedersen, District 4, Chairman
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 Action Summary

Date: Tuesday, April 27, 2021
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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To comment during the meeting by telephone or the Internet, E-mail the Clerk of the Board at any time before or during the meeting at bosquestions@co.kings.ca.us for a phone number, access code and meeting link.

- I. **9:00 AM** **CALL TO ORDER**
ROLL CALL – Clerk of the Board
INVOCATION – Robert Needham- Kings County Sheriff’s Chaplain
PLEDGE OF ALLEGIANCE
ALL MEMBERS PRESENT

- 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. Two (2) minutes are allowed for each item.
Dusty Ference, Kings County Farm Bureau Director stated that he was here today to ask the Board to approve the requested Resolution on the agenda item V.B.1. and can answer any questions the Board may have on the item.



III. APPROVAL OF MINUTES

- A.** Approval of the minutes from the April 20, 2021 regular meeting.
ACTION: APPROVED AS PRESENTED (DV, RF, JN, RV, CP-Aye)

IV. CONSENT CALENDAR

A. Agriculture Department:

1. a. Consider approving the purchase of additional bait materials for rodent bait mixing supplies needed to fill vertebrate bait orders; and
- b. Adopt the budget change. **(4/5 vote required)**
2. Consider authorizing the Agricultural Commissioner to sign an Agreement with the California Crop Improvement Association for the County's assistance with the seed certification program. **[Agmt #21-038]**

B. Behavioral Health Department:

1. a. Consider approving the amended Agreement with Aspiranet for Wraparound Full Service Partnership and Family Urgent Response System services from May 1, 2021 through June 30, 2022; and
- b. Adopt the budget change. **(4/5 vote required) [Agmt #20-154.1]**

C. County Counsel Department:

1. Consider adopting a Resolution declaring a local emergency due to drought conditions in Kings County. **[Reso #21-026]**

D. Human Services Agency:

1. a. Consider authorizing the Director of the Human Services Agency to sign the standard amendment to extend the Whole Person Care program through December 31, 2021; and
- b. Adopt the budget change. **(4/5 vote required)**

E. Public Health Department:

1. Consider introducing and waiving the first reading of the proposed amendment of Article III, Chapter 2, Section 2-40 of the Kings County Code of Ordinances relating to the First 5 Kings County Children and Families Commission. **[Ord #609.6]**
2. Consider approving an Agreement with Elitecare Medical Staffing, Incorporated to provide licensed nursing staff to the Kings County Department of Public Health for augmented staffing levels needed during the COVID-19 pandemic. **[Agmt #20-071.1]**

ITEM WAS PULLED BY DEPARTMENT FOR DISCUSSION.

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

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

V. REGULAR AGENDA ITEMS

**A. Administration – Rebecca Campbell/Domingo Cruz
Public Works Department – Dominic Tyburski**

1. a. Consider awarding the Senate Bill 81 Round Two Juvenile Center Remodel project to Katch Environmental, Inc., the apparent low bidder, in the amount of \$13,775,214;
- b. Approve the Construction Agreement; and
- c. Authorize the Public Works Director to approve change orders up to \$150,000.
[Agmt #21-039]

ITEM WAS AMENDED TO REMOVE B & C FROM THE AGENDA AND TO BE BROUGHT BACK AT A FUTURE MEETING.

ACTION: APPROVED AS AMENDED (DV, RF, JN, RV, CP - Aye)



B. Administration – Rebecca Campbell

1. Consider adopting a Resolution strongly urging Governor Newsom to use his administrative authority to adopt the federal weekly hours work standard for herders in California.

[Reso #21-027]

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

C. Administration – Rebecca Campbell

Public Health – Edward Hill

1. Receive an update on the local emergency in Kings County due to the imminent and proximate threat of exposure of COVID-19 on the residents of the County of Kings and take action as deemed necessary.

THE BOARD RECEIVED AN UPDATE AND SUPERVISOR VALLE MADE A MOTION TO HAVE STAFF BRING A STUDY SESSION TO THE BOARD IN THE NEXT FEW WEEKS TO DISCUSS A RETURN TO WORK FROM TELEWORKING POLICY AND ALLOW DEPARTMENT HEADS THE ABILITY TO DISCUSS WHAT WILL WORK IN THEIR DEPARTMENTS. MOTION DIED FOR LACK OF A SECOND. NO OFFICAL ACTION WAS TAKEN.

VI.

BOARD MEMBER 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 Neves participated in the California Identification Remote Access Network virtual meeting, the Kettleman City Waste Management virtual facility and informational meeting, the Victims' Rights/District Attorney's virtual unveiling of the quilts, participated in the Children's Movement webinar, the Behavioral Health Advisory meeting, and continues to be a volunteer at Lemoore High School sport functions and attended the Lemoore High School Spring Fling drive through event.

Supervisor Valle requested a meeting about the return to work plans for County employees and opening the Board Chambers.

- ◆ Board Correspondence: **Rebecca Campbell** stated that the Board received a letter from the State Water Resources Control Board for Petition for Temporary Change Involving Water Transfer from Tule Basin Farms to various State Water Project Contractors.
- ◆ Upcoming Events: **Rebecca Campbell** stated that the Peace Officers' Memorial will be May 12, 2021 at 10:00 am in the Kings County Government Center Courtyard (admission is only granted with a reservation due to COVID-19) and tickets are required to attend. The Pandemic Relief Funding Programs information session presented by Kings County and California Special Districts Association will be May 4, 2021 at 3:30 pm via WebEx.
- ◆ Information on Future Agenda Items: **Rebecca Campbell** stated that the following items would be on a future agenda: Administration – COVID-19 update, Agriculture Department – Ag services and supplies purchase of fixed asset, Community Development Agency – 2020 Community Development Block Grant Coronavirus response round 2 and 3 application, Finance Department – prefunding CalPERS, Public Health Department – Amending Code Section 2-40 of the Ordinance Code (First 5 Program) and Advanced Step Hire, Assessor's Department – Agreement for outside access to Assessor's database, Behavioral Health Department – Mental Health Awareness Month, Human Services Agency – Study Session regarding the General Assistance Program, Public Works Department – SB-1 Funded Kings County Roadway Improvement Project, State Route 41 Pedestrian Crossing and Pathway Improvements item, and Traffic Control Policies and Warrants Manual, Sheriff's Department – Resolution and Grant Agreement with the California Department of Parks and Recreation, Agreement with Securus Technologies, LLC, and purchase of a dental sterilizer and washing machine.



VII. CLOSED SESSION

- ◆ **Litigation initiated formally.** The title is: *Leprino Foods Company v. County of Kings, et al. Kings County Superior Court Case No. 20C0159* [Govt. Code section 54956.9(d)(1)]
 - ◆ **Conference with Labor Negotiator:** [Govt. Code Section 54957.6]
Negotiators: Rebecca Campbell, Kyria Martinez, Henie Ring, Che Johnson of Liebert Cassidy Whitmore
 - Deputy Sheriff's Association
- REPORT OUT: Lee Burdick, County Counsel stated that she did not anticipate any reportable action being taken in closed session today.**

VIII. 11:00 AM CALIFORNIA PUBLIC FINANCE AUTHORITY REGULAR MEETING

IX. ADJOURNMENT

The next regularly scheduled meeting will be held on Tuesday, May 4, 2021, at 9:00 a.m.

FUTURE MEETINGS AND EVENTS

May 4	9:00 AM	Regular Meeting
May 11	9:00 AM	Regular Meeting
May 18	9:00 AM	Regular Meeting
May 25	9:00 AM	Regular Meeting
June 1		Regular Meeting cancelled due to observance of Memorial Day on May 31, 2021
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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 May 4, 2021

SUBMITTED BY: Agriculture Department – Jimmy Hook

SUBJECT: AG SERVICES AND SUPPLIES AND PURCHASE OF FIXED ASSET

SUMMARY:

Overview:

The Agricultural Commissioner-Sealer is requesting an increase in revenue and expense appropriations due to increased Unclaimed Gasoline Tax and Pesticide Mill Tax apportionments from the State. It is requested to use the increased funding on Department program improvements, building improvements, and to purchase three replacement vehicles.

Recommendation:

- a. Authorize the Department to use increased Unclaimed Gasoline Taxes and Pesticide Mill Taxes for the purchase of three replacement vehicles and for enhancements to Department facilities and programs; and
- b. Adopt the budget change. (4/5 vote required)

Fiscal Impact:

There is no impact to County General fund with this request. Increased expenditure appropriations will be offset by additional revenue appropriations received from increased State revenue in Fiscal Year (FY) 2020/2021, Budget Unit 260000. Expenditures of \$180,000 will be added to Account 92002 (Ag Services and Supplies) for Department programs and building improvements. Expenditures of \$140,000 will be accounted for in Fleet's FY 2020/2021 budget, Budget Unit 925600, for handling the purchase of the three vehicles, with offsetting revenue being transferred in from the Unclaimed Gasoline and Pesticide Mill Taxes apportionment.

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2021.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

AG SERVICES AND SUPPLIES AND PURCHASE OF FIXED ASSET

May 4, 2021

Page 2 of 2

BACKGROUND:

The California Department of Food and Agriculture (CDFA) annually disburses Unclaimed Gasoline Tax (UGT) revenue to County Agricultural Commissioners (CAC) for the purpose of off-setting a portion of the net county costs encountered by CAC's in the performance of their duties related to agricultural activities. In addition, CDFA appropriates funding to reimburse specific agricultural program functions and/or activities, at a specified amount. UGT funding is dependent on a Maintenance of Effort (MOE) for general fund support; failure to meet this MOE can result in loss of funding. This appropriation will help ensure we maintain this funding.

The Department of Pesticide Regulation annually disburses funds to the CAC's from the Pesticide Mill Tax (PMT). The portion of the PMT received each year is based on the volume of pesticides sold statewide and proportioned to each CAC based upon the expenditure from activities in the enforcement of pesticide regulations.

Due to an increase in UGT and PMT revenues this fiscal year, the Ag Commissioner will be receiving subventions in excess of the current budgeted amount. In order to more effectively manage the UGT apportionment to Kings County in FY 2021/22, the Department requests to expend \$320,000 before the end of FY 2020/21. This will allow the department to capture these expenditures for credit toward the MOE for FY 2020/21.

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	Agriculture Department	Ag Services and Supplies	100000	260000	92002	180,000
General	Agriculture Department	Transfer Out	100000	260000	96000	140,000
Public Works	Fleet	Vehicle-Trucks	500100	925600	94001	140,000
TOTAL						460,000

Funding Sources:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	APPROPRIATION AMOUNT
General	Agriculture Department	State Aid-Agriculture	100000	260000	85043	320,000
Public Works	Fleet	Revenue Transfer In	500100	925600	89000	140,000
TOTAL						460,000

(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 May 4, 2021

SUBMITTED BY: Assessor/Clerk-Recorder – Kristine Lee

SUBJECT: RESOLUTION FOR EXECUTING OUTSIDE ACCESS AGREEMENTS

SUMMARY:

Overview:

The Assessor’s Office maintains an online database of public records that are indexed property documents. In order to promote a high level of service to the public, the Assessor requests to enter into agreements to allow individuals and entities remote access to view and make copies of the documents.

Recommendation:

Adopt a Resolution authorizing the Assessor/Clerk-Recorder to enter into and execute agreements with individuals and entities that allows remote access to the Assessor database of certain public property records.

Fiscal Impact:

Access to the Assessor database is billed according to the fee schedule, which currently includes annual fees per individual user of \$100 for 600 hits or less and \$600 for more than 600 hits.

BACKGROUND:

The Kings County Assessor’s office has provided outside access to the public and on the advice of County Counsel is requesting to update the language of an agreement in order to be in line with current contract language. Delegating authority to the Assessor/Clerk-Recorder to execute the standard Agreement on behalf of the County will reduce the staff time required to effect each agreement, streamline routine processes, and enhance the County’s efficient use of resources. It will also enhance staff workflow and productivity.

The Resolution has been reviewed and approved by County Counsel as to form.

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2021.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF KINGS, STATE OF CALIFORNIA

IN THE MATTER OF DELEGATING
AUTHORITY TO THE KINGS COUNTY
ASSESSOR/CLERK-RECORDER TO SIGN
OUTSIDE ACCESS AGREEMENTS _____ /

RESOLUTION NO. _____

WHEREAS, the County through its Assessor/Clerk-Recorder maintains an online database known as the Assessor's Property Management Information System ("Database") containing various electronic records that are prepared and kept for public purposes ("Public Records");

WHEREAS, the County makes copies of these records available to the public subject to payment of the fees described in the County's Master Fee Schedule;

WHEREAS, the County can provide copies of Public Records through outside access to its Databased more efficiently and at lower overall costs than by other means;

WHEREAS, County Counsel's Office has established a standard form titled Agreement for Outside Access to the County of Kings' Assessor's Property Management Information System and Related Services ("Agreement") to be entered into by the County and each outside entity seeking access to its online database;

WHEREAS, delegating authority to the Assessor/Clerk-Recorder to execute the standard Agreement on behalf of the County will reduce the staff time required to effect each agreement, streamline routine processes, and enhance the County's efficient use of resources; and

WHEREAS, the Board of Supervisors has the discretion to delegate authority to a Department Head on matters that are standardized and routine in nature, and when it will enhance staff workflow and productivity.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. Delegation of Authority. Commencing _____, the Kings County Assessor/Clerk-Recorder is hereby delegated the authority to execute on behalf of the County all Agreements for Outside Access to the County of Kings' Assessor's Property Management Information System and Related Services that are in substantially the same form as the County's standard Agreement attached hereto as Exhibit A.
2. The Kings County Assessor/Clerk-Recorder's authority shall continue until revoked by the Board of Supervisors.
3. Any substantive modifications to the standard Agreement shall require Board of Supervisors' approval.

The foregoing resolution was adopted upon motion by Supervisor _____, seconded by Supervisor _____, at a regular meeting held on the ____ day of _____ 2021, by the following vote:

AYES:
NOES:
ABSENT:

ABSTAIN:

Chairperson of the Board of Supervisors,
County of Kings

WITNESS my hand and seal of said Board of Supervisors this ____ day of _____, 2021.

Clerk of said Board of Supervisors

**AGREEMENT FOR OUTSIDE ACCESS
TO THE COUNTY OF KINGS' ASSESSOR'S PROPERTY MANAGEMENT
INFORMATION SYSTEM AND RELATED SERVICES**

THIS AGREEMENT is made and entered into this ___day of_____,20___, by and between the County of Kings, a political subdivision of the State of California, hereinafter referred to as "County", and _____, a _____ hereinafter referred to as "Outside Entity".

WITNESSETH:

WHEREAS, the Kings County Assessor maintains an online database known as the Assessor's Property Management Information System ("Database") containing various electronic records which are prepared and kept for public purposes, but which are not required by law to be kept ("Public Records");

WHEREAS, the County makes copies of these records available to the public subject to payment of the fees described in the County's Master Fee Schedule;

WHEREAS, the County can provide copies of Public Records through outside access to its Database more efficiently and at lower overall costs than by other means;

WHEREAS, Outside Entity desires to gain access to the Assessor's Database to remotely view and print the electronic records contained therein and to authorize payment for these activities online; and

WHEREAS, the County desires to grant Outside Entity remote access and to receive online authorization from Outside Entity for payment.

NOW THEREFORE, the parties hereto agree as follows:

1. ACCESS TO RECORDS

- A. Subject to the Terms and Conditions of this Agreement, County hereby grants Outside Entity non-exclusive and non-transferrable access to its online Database for the purpose of access to and use of Assessor's Property Management Information System records and related services.
- B. Electronic access to the Database requires that certain electronic equipment be provided by the Outside Entity at their own offices, that electronic information be

transmitted via secured internet, and that such communications conform to technical standards and procedures established by the County. Outside Entity agrees and acknowledges that any hardware, software, network access or other components necessary for Outside Entity to access and use the Database must be obtained separately by Outside Entity. County shall not be responsible for the procurement, installation or maintenance of any necessary components, and County makes no representations or warranties regarding the components whatsoever. Any fees for the components shall be borne by Outside Entity and paid directly to the suppliers of the components.

- C. Access to the Database as agreed herein is subject to the policies, procedures, and security restrictions that County shall, from time to time at its sole discretion, establish or amend. Outside Entity agrees to conform to and abide by all such policies, procedures and security restrictions as may be communicated to Outside Entity in writing in electronic form through the computer system, by email or, in urgent circumstances, verbally by telephone.
- D. Outside Entity shall designate an administrator to coordinate and monitor user access using the form provided herein as Schedule 1. In the event that Outside Entity appoints a different administrator, Outside Entity shall submit to County the information required by Schedule 1 for the new Administrator, within twenty four (24) hours of appointment.
- E. Outside Entity agrees and acknowledges that secured access to the Database shall be accomplished through unique passwords provided to the Outside Entity and to those individuals it has established as its agents by submitting for each individual the completed Authorized User Form attached hereto as Schedule 2 ("Users").
- F. Passwords shall be User specific and shall not be made available to, released to, or disclosed to other Users, staff members, parties, or the public. County reserves the exclusive right to terminate this Agreement and withdraw access should Outside Entity or its Users, in County's sole determination, fail to exercise sufficient diligence and care to protect the passwords.
- G. Outside Entity is responsible for notifying County when it requires withdrawal of a User's access. Outside Entity will be responsible for all charges incurred by authorized Users prior to the County's receipt of such notification.
- H. The purpose of this Agreement is to provide for electronic access to public records as an alternative to physical inspection at a County facility. It is County's intention to provide the highest level of system availability, and system function, to Outside Entity. However, such access shall be subordinated to use by County's own

internal organizations and departments for electronic access for similar purposes. Outside Entity acknowledges that County cannot guarantee a specific level of system availability, accessibility or reliability for the hardware system, computer programs, or data bases, as such data is subject to modification and errors, and consequently, systems access and computer functions are provided on an "as-is" basis without guarantee or warranty of any kind, including fitness for any purpose. Outside Entity understands that use of data obtained is at Outside Entity's own risk.

- I. County will endeavor to remedy any deficiency of which it is notified by Outside Entity, regarding system or data availability, accessibility, or reliability; however, County cannot and will not guarantee that specific problems will be resolved or will be resolved in specific time frames, except as otherwise agreed in writing in each instance.

2. ACCESS FEES

- A. Outside Entity shall pay County fees to access the Database and other services at the rates set forth in the County's Master Fee Schedule as amended or as otherwise required by law. Outside Entity shall pay the fee for such services monthly in arrears within thirty days of the date the invoice is mailed.
- B. Outside Entity is hereby advised that any information, data, document or record accessed through this Agreement is provided "as-is" without warranty of any kind, and may be subject to errors or omissions. To the extent permitted by law, the County disclaims all warranties, including, without limitation, any implied warranties of merchantability, accuracy and fitness for a particular purpose.
- C. Outside Entity acknowledges and agrees that the County is not liable in any way whatsoever for the accuracy or validity of the information provided. County does not guarantee the accuracy or timeliness of an item. County specifically disclaims liability for and will not be responsible for any direct or indirect damages, costs, liabilities, loss of business, loss of profit, revenue or data, consequential or any other damages Outside Entity or other third parties may suffer as a result of inaccurate or incomplete, or potentially inaccurate or potentially incomplete data or public records provided through the access granted hereunder.

3. TERM AND TERMINATION

- A. This Agreement shall commence on the date first written above and shall remain in full force and effect until terminated by either party as set forth herein.

- B. This agreement may be terminated without cause by either party upon thirty days advance written notice to the other except that County may cancel this Agreement and prohibit further access upon ten days advance written notice to Outside Entity for nonpayment of amounts due.
- C. County may terminate service and prohibit further access immediately if in County's sole discretion County determines that Outside Entity has violated or failed to enforce proper security procedures, or by any other act or failure to act, Outside Entity fails to comply with the terms of this agreement. In such case County shall provide Outside Entity with written notice of such action and the reasons therefor. Outside Entity shall gain no property rights, entitlements or liberty interest from this notice of action and Outside Entity may not appeal nor bring any action arising from County's determination to terminate this agreement with or without cause.

4. GOVERNMENT CODE SECTION 6254.21

Outside Entity acknowledges and agrees to comply with Government Code 6254.21 which prevents posting of names and home addresses of elected or appointed public officials on the internet. Outside Entity further acknowledges and agrees that violations may be prosecuted as a misdemeanor.

5. INDEMNIFICATION

To the fullest extent permitted by law, Outside Entity 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 Outside Entity or by any individual or entity for which Outside Entity is legally liable, including, but not limited to, officers, agents, employees, or subcontractors of Outside Entity.

6. AMENDMENTS

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

///
///

7. ASSIGNMENT

Outside Entity shall not assign this Agreement or the services provided hereunder without the prior written consent of County subject to any required state or federal approval.

8. NOTICE

All notices required under this Agreement shall be given in writing by personal delivery, overnight carrier, email or by prepaid first-class mail addressed as follows:

COUNTY
Assessor's Office
Kings County Government Center
1400 W. Lacey Blvd.
Hanford, CA 93230
Phone: (559) 852-2470
Email: Elizabeth.Hall@co.kings.ca.us

OUTSIDE ENTITY
Contact Person: _____
Billing Address: _____
Phone number: _____
Email: _____

9. 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. Outside Entity 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.

10. 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.

11. NO THIRD PARTY BENEFICIARIES

County and Outside Entity 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.

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

- A. 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 Outside Entity other than those contained herein.
- B. 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.
- C. 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.

13. 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 hereto have executed this Agreement on the day and year first herein above written.

COUNTY OF KINGS

OUTSIDE ENTITY

by: _____

by: _____

SCHEDULE 1
OUTSIDE ENTITY ADMINISTRATOR
DESIGNATION AND ACKNOWLEDGMENT

* AGENCY NAME:
* CONTACT PERSON:
CONTACT E-MAIL:

LOCATION ADDRESS	MAILING ADDRESS <input type="checkbox"/> SAME AS LOCATION
* ADDRESS	* ADDRESS
* CITY	* CITY
* STATE * ZIP	* STATE * ZIP

* PHONE:	EXTENSION:
FAX:	
ALT. PHONE	ALT EXTENSION

As an Outside Entity authorized to access the on-line Assessor's Property Management Information System. Outside Entity understands that the use of the system, by its authorized users, will be tracked for billing purposes, using each authorized user's individual sign-on and password. Outside Entity further understands that an individual user may not share his/her sign-on or password with other individuals within or without the Outside Entity. Outside Entity further acknowledge that any misuse of information acquired by an authorized user may result in the withdrawal of the user's or Outside Entity's rights to access the Assessor's Property Management Information System.

Signature: _____

Date: _____

INSTRUCTIONS FOR COMPLETING SCHEDULE 1

Schedule 1 must be completed in order to establish the identity of your agency representative and the appropriate billing and contact information. All areas on the form that are designated with an asterisk (*) are required in order to complete your subscription.

Agency Name:

- This is the name of your company or, if for private use, use the name of the person who will be responsible for payment of incurred charges.

Contact Person:

- This is the person who is authorized to act on behalf of the agency. They will be the primary contact for distribution of information from our office and the one who will be responsible for maintaining your list of authorized users. For security reasons all requests to add or remove individual users must come through this individual.

Contact E-Mail:

- This is not a required field, however much of our communication is through email so it will help you to receive timely notification of system changes and other information. Ideally this should be the email address of the contact person. We will email information and notices to the contact person. It is their responsibility to distribute that information to the individual users within your agency.

Location Address:

- This is the physical location of your agency.

Mailing Address:

- This is your billing address. If it is the same as your physical location simply check the box next to the words "Same as Location."

Phone & Extension:

- This is the phone number and extension, if appropriate, of the contact person for your agency.

Fax and Alt. Phone:

- These are alternate means of contacting your agency.

Mail:

- Mail the completed agency subscription form to:

Kings County Assessor
Attn: Elizabeth Hall
1400 W. Lacey Blvd.
Hanford, CA 93230

SCHEDULE 2

AUTHORIZED USER FORM

*SIGN-ON USER NAME:

8 TO 15 CHARACTERS, OR NUMBERS, NO SPACES

*PASSWORD:

8 TO 15 CHARACTERS (AT LEAST 1 UPPER CASE AND 1 LOWER CASE) & NUMBERS, NO SPACES, **NO SPECIAL CHARACTERS**

*CONFIRM PASSWORD:

*PASSWORD REMINDER:

*LAST NAME:

*FIRST NAME:

*AGENCY:

E-MAIL ADDRESS:

As an authorized user of the on-line Assessor's Property Management Information System, I understand that my sign-on and password are used to track my activities within the system for billing purposes. I further understand that I may not share my sign-on and password with another individual inside or outside my agency and that all charges accumulated using my sign-on and password will be billed to my agency for payment. Finally, I acknowledge that any misuse of the information obtained through use of my sign-on and password may result in the withdrawal of my rights to access Assessor's Property Management Information System.

User Signature: _____

Date: _____

Agency Authorizing Signature: _____

Date: _____

IMPORTANT NOTICE

TO MEET OUR SYSTEM'S SECURITY REQUIREMENTS ALL PASSWORDS AND SIGN-ON USER NAMES MUST BE ONE WORD, NO SPACES AND:

- BE AT LEAST **8** & NO MORE THAN **15** CHARACTERS
- CONTAIN AT LEAST ONE UPPERCASE LETTER
- CONTAIN AT LEAST ONE LOWER CASE LETTER &
- CONTAIN AT LEAST ONE NUMBER
- **NO SPECIAL CHARACTERS**

PLEASE TYPE OR CLEARLY PRINT THE INFORMATION REQUESTED ON THIS FORM.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM May 4, 2021

SUBMITTED BY: Community Development Agency – Greg Gatzka/Alex Hernandez

SUBJECT: 2020 COMMUNITY DEVELOPMENT BLOCK GRANT - CORONAVIRUS
RESPONSE ROUND TWO & THREE APPLICATION

SUMMARY:

Overview:

The Kings County Community Development Agency is proposing to apply for the 2020 CDBG-CV2 & 3 Notice of Funding Availability (NOFA) for Economic Development, Microenterprise Assistance for a one time grant of up to \$25,000 per applicant. Grant amounts will be based on need and demonstrated reduction in revenue over the past two years related to COVID-19. Examples of allowable expenses include payroll and benefit costs that were paid to employees, while businesses were closed due to orders issued by the California State Governor’s Office. Rent or mortgage payments to avoid eviction or foreclosure as a result of the closure orders issued by the California State Governor’s office. Unpaid utility fees, and/or inventory or supplies required to safely operate the business under COVID-19 safety regulations, including Personal Protective Equipment (PPE), disinfectants, sanitizers, etc. and expenditures to adapt spaces for outdoor services/dinning.

Recommendation:

Adopt a resolution for the submission of the grant application for the Community Development Block Grant Economic Development Microenterprise Assistance funding.

Fiscal Impact:

None to the General Fund. Community Development Agency staff time needed to prepare the application is already covered within the Fiscal Year 2020-2021 proposed department budget. If awarded, any approved activity or project as well as grant administration will be funded by the CDBG-CV2&3 grant award. Kings County has an allocation amount of \$498,890.

(Cont’d)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2021.

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.

Agenda Item

2020 COMMUNITY DEVELOPMENT BLOCK GRANT - CORONAVIRUS RESPONSE ROUND TWO & THREE APPLICATION

May 4, 2021

Page 2 of 2

BACKGROUND:

The State of California, Department of Housing and Community Development administers a federal program known as the State Community Development Block Grant (CDBG) Program. The State Department of Housing and Community Development (HCD) released a Notice of Funding Availability (NOFA) for Coronavirus Response known as the Community Development Block Grant Program – Coronavirus Response Round Two & Three (CDBG-CV2&3). Funds are available to eligible jurisdictions to perform activities or projects related to COVID-19 response and recovery.

Examples of allowable expenses include payroll and benefit costs that were paid to employees, while businesses were closed due to orders issued by the California State Governor's Office. Rent or mortgage payments to avoid eviction or foreclosure as a result of the closure orders issued by the California State Governor's office. Unpaid utility fees, and/or inventory or supplies required to safely operate the business under COVID-19 safety regulations, including Personal Protective Equipment (PPE), disinfectants, sanitizers, etc. and expenditures to adapt spaces for outdoor services/dinning.

The deadline to apply for this funding is May 7, 2021.

The Board held a study session on February 23, 2021 to provide direction to staff on whether or not to pursue the CDBG-CV2&3 funds. Direction was given to return to the Board on March 9, 2021 to solicit public input for potential projects.

On March 9, 2021, the Board held a public hearing to solicit public input for projects that could benefit from the CDBG-CV2&3 funds. Upon receiving public input, the Board closed the public hearing and directed staff to proceed with an application for Economic Development.

BEFORE THE BOARD OF SUPERVISORS
COUNTY OF KINGS, STATE OF CALIFORNIA

* * * * *

IN THE MATTER TO AUTHORIZE
SUBMITTAL OF AN APPLICATION
FOR FUNDING AND THE EXECUTION
OF A GRANT AGREEMENT, AND
AMENDMENTS THERETO, FROM THE
COMMUNITY DEVELOPMENT –
CORONAVIRUS RESPONSE ROUND 2 & 3
ALLOCATION OF THE STATE CDBG PROGRAM/

RESOLUTION NO. _____
Re: 2020 CDBG-CV2&3 APPLICATION

WHEREAS, Kings County, a political subdivision of the State of California, has received notification from the California Department of Housing and Community Development (HCD) of the eligibility of the County to apply for and receive funding under the 2020 Community Development Block Grant – Coronavirus Response Round 2 & 3 (CDBG-CV2&3) Allocations; and

WHEREAS, the County has determined that state and federal citizen participation requirements were met during the development of this application; and

WHEREAS, the Board of Supervisors has reviewed and hereby approves an application to obtain from HCD an allocation of CDBG-CV2&3 funds not to exceed \$498,890 for Economic Development, Microenterprise Assistance; and

NOW, THEREFORE, IT IS HEREBY RESOLVED as follows:

1. That the Board of Supervisors authorizes the submittal of an application to HCD to participate in the CDBG-CV2&3 Program which will request a funding allocation of \$498,890 for Economic Development, Microenterprise Assistance within the unincorporated communities of Kings County.
2. That the Board of Supervisors hereby authorizes and directs the Community Development Agency Director or the Deputy Director - Planning to:
 - a. Execute in the name of Kings County, this application and act on the County’s behalf in all matters pertaining to this application; and
 - b. Enter into and sign the grant agreement and any subsequent amendments with the State of California for the purposes of this grant; and
 - c. Execute loan documents, funds requests, environmental reviews, and other required reporting forms necessary to participate in the CDBG-CV2&3 Program.

The foregoing Resolution was approved on a motion by Supervisor _____, seconded by Supervisor _____ at a regular meeting of the Kings County Board of Supervisors held on the 4th day of May, 2021, by the following roll call vote:

AYES: Supervisors
NOES: Supervisors
ABSTAIN: Supervisors
ABSENT: Supervisors

Craig Pedersen, Chairman
Kings County Board of Supervisors

IN WITNESS WHEREOF, I have set my hand this 4th day of May, 2021.

Clerk of Said Board of Supervisors



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM May 4, 2021

SUBMITTED BY: County Counsel - Lee Burdick/Cindy Crose Kliever
SUBJECT: BIENNIAL UPDATE OF THE CONFLICT OF INTEREST CODE FOR COUNTY DEPARTMENTS

SUMMARY:

Overview:

The Political Reform Act requires the County to update its Conflict of Interest Code every other year. The Conflict of Interest Code, as adopted in 2018, needs to be revised.

Recommendation:

Adopt a revised Conflict of Interest Code for County Departments to be effective immediately.

Fiscal Impact:

None.

BACKGROUND:

The Political Reform Act (Government Code sections 81000 *et seq.*) requires each state and local government agency adopt and promulgate a Conflict of Interest Code. As part of the required biennial review, the following departments have new or changed job titles for designated reporting positions: Administration, Assessor/Clerk-Recorder, Behavioral Health, Child Support Services, Community Development Agency, Elections, Fire, Human Resources, Information Technology, Human Services Agency, Job Training Office, Library, Public Health Department, Public Works and Sheriff's Office. The Exhibit A to the Conflict of Interest Code has been revised to reflect these changes.

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2021.

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.

Exhibit A
Revised May 4, 2021

Administration:

<u>Designated Position:</u>	<u>Disclosure Category:</u>
County Administrative Officer	GC § 87200
Assistant County Administrative Officer	1
Deputy County Administrative Officer	1
Administrative Analyst I, II, III	1
Attorney I, II, III, IV (Child Advocacy)	1
Supervising Attorney (Child Advocacy)	1
Risk Manager	3
Risk Analyst I, II	3
Risk Technician I, II	3
Consultant	7

Agricultural Commissioner-Sealer:

<u>Designated Position:</u>	<u>Disclosure Category:</u>
Agricultural Commissioner-Sealer of Weights & Measures	1
Deputy Agricultural Commissioner-Sealer	1
Ag & Standards Inspector I, II, III	3&4
Consultant	7

Assessor/Clerk-Recorder:

<u>Designated Position:</u>	<u>Disclosure Category:</u>
Elected Assessor/Clerk-Recorder	GC § 87200
Auditor-Accountant	1
Chief Appraiser	1
Senior Appraiser	1
Appraiser I, II, III	1
Auditor-Appraiser I, II, III	1
Assessment Specialist I, II, III	1
Clerk-Recorder Manager	2

Consultant 7

Behavioral Health:
Designated Position:

	<u>Disclosure Category:</u>
Behavioral Health Director	1
Deputy Director Behavioral Health	1
Behavioral Health Program Manager	3&5
Quality Assurance Manager	1
Fiscal Analyst I, II, III	1
Consultant	7

Child Support Services
Designated Position:

	<u>Disclosure Category:</u>
Director of Child Support Services	1
Assistant Director of Child Support Services	1
Executive Secretary	2
Supervising Attorney – Child Support	1
Child Support Attorney I, II, III, IV	1
Child Support Program Manager	2, 3 & 5
Consultant	7

Community Development Agency:
Designated Position:

	<u>Disclosure Category:</u>
Director of Community Development	1
Deputy Planning Director	1
Senior Planner	4
Planners I, II, III	4
Deputy Director/Building Official	1
Building Inspector I, II, III, IV	4
Permit Technicians II, III	4
GIS Specialist I, II	3
Consultant	7

County Counsel:Designated Position:Disclosure
Category:

County Counsel	GC § 87200
Assistant County Counsel	1
Deputy County Counsel I, II, III, IV	1
Consultant	7

District Attorney:Designated Position:Disclosure
Category:

District Attorney	GC § 87200
Assistant District Attorney	1
Managing District Attorney	1
Deputy District Attorney I, II, III, IV	1
Chief DA Investigator	3
Assistant Chief DA Investigator	3
Fiscal Analyst I, II, III	3
Consultant	7

ElectionsDesignated Position:Disclosure
Category:

Registrar of Voters	1
Election Manager	2
Elections Supervisor	2
Consultant	7

FinanceDesignated Position:Disclosure
Category:

Director of Finance	GC § 87200
Assistant Director of Finance-Treasury	GC § 87200
Assistant Director of Finance-Accounting	3
Treasury Manager	GC § 87200
Property Tax Manager	1

Payroll Manager	2
Consultant	7

Fire:

<u>Designated Position:</u>	<u>Disclosure Category:</u>
County Fire Chief	1
Assistant Fire Chief	1
Battalion Chief, Fire Marshal	2
Battalion Chief, Training	2
Battalion Chief, Operations	2
Emergency Services Coordinator	3
Fiscal Specialist I, II, III	3
Consultant	7

Grand Jury:

<u>Designated Position:</u>	<u>Disclosure Category:</u>
Grand Jury Member	6
Consultant	7

Human Resources:

<u>Designated Position:</u>	<u>Disclosure Category:</u>
Human Resources Director	1
Principal Personnel Analyst	2
Personnel Analyst I, II, III	2
Consultant	7

Human Services Agency

<u>Designated Position:</u>	<u>Disclosure Category:</u>
Director of Human Services Agency	1
Deputy Director, Human Services	1
Assistant Director, Human Services	1
Social Services Program Manager	2

Staff Support Manager	2
Fiscal Analyst I, II, III	3
Program Manager, Human Services	2
Program Specialist	3
Consultant	7

Information Technology:

<u>Designated Position:</u>	<u>Disclosure Category:</u>
Chief Information Officer	1
Information Technology Manager	2
Purchasing Manager	2
Purchasing Assistant	3
Fiscal Analyst I, II, III	3
Principal Information Technology Analyst	3
IT Security and Compliance Administrator	3
Central Services Supervisor	2
Consultant	7

Job Training Office:

<u>Designated Position:</u>	<u>Disclosure Category:</u>
Economic and Workforce Development Director	1
Deputy Director, Economic & Workforce Development	1
Economic Development Manager	2
Fiscal Analyst I, II, III	3&5
JTO Program Manager	3&5
Consultant	7

Kings County Child Abuse Prevention Coordinating Council (CAPCC):

<u>Designated Position:</u>	<u>Disclosure Category:</u>
Council Member	1
Staff	3
Consultant	7

Kings County Children and Families (First 5) Commission:
Designated Position:

	<u>Disclosure Category:</u>
Commissioners	1
Executive Director	1
First 5 Program Officer	3
Senior Family Resource Coordinator	3
First 5 School Readiness Coordinator	3
Consultant	7

Kings County In-Home Supportive Services Public Authority:
Designated Position:

	<u>Disclosure Category:</u>
Executive Director	1
Consultant	7

Kings County Law Library Board of Trustees:
Designated Position:

	<u>Disclosure Category:</u>
Board Members	1
Law Librarian	1
Consultant	7

Kings Countywide RDA Oversight Board:
Designated Position:

	<u>Disclosure Category:</u>
Board Members	1
Consultant	7

Library:
Designated Position:

	<u>Disclosure Category:</u>
Library Director	1
Library Manager	1
Consultant	7

Local Area Formation Commission

<u>Designated Position:</u>	<u>Disclosure Category:</u>
Commission Members	1
Executive Officer	1
Staff	1
Consultant	7

Probation:

<u>Designated Position:</u>	<u>Disclosure Category:</u>
Chief Probation Officer	1
Deputy Chief Probation Officer	1
Fiscal Analyst I, II, III	3
Probation Division Manager	2
Juvenile Corrections Manager	3
Consultant	7

Public Guardian/Veterans' Service:

<u>Designated Position:</u>	<u>Disclosure Category:</u>
Public Guardian/Veterans' Service Officer	1
Deputy Public Guardian/Veterans' Service Officer	1
Consultant	7

Public Health:

<u>Designated Position:</u>	<u>Disclosure Category:</u>
Director of Public Health Services	1
Assistant Health Director	1
Environmental Health Division Manager	1
Nursing Division Manager	1
Program Manager, Public Health	1
Public Health Laboratory Director	2
Supervising Environmental Health Officer	4
Environmental Health Officer I, II, III	4

Fiscal Analyst I, II, III	3
County Health Officer	1
Nutrition Services Manager	
Consultant	7

Public Works:

<u>Designated Position:</u>	<u>Disclosure Category:</u>
Director of Public Work/Roads Commissioner	1
Chief Engineer	2&4
County Surveyor	1
Engineer I, II, III	3&4
Engineering Technician I, II, III	4
Fiscal Analyst I, II, III	3
Building Maintenance Superintendent	3
Fleet Manager	3
Supervising Central Plant Specialist	2
Building Maintenance Supervisor	2
Road Superintendent	2
Parks and Grounds Supervisor	2
Roads Supervisor	2
Facilities Manager	2
Consultant	7

Sheriff:

<u>Designated Position:</u>	<u>Disclosure Category:</u>
Sheriff	1
Assistant Sheriff	1
Sheriff's Commander	1
Detentions Captain	2
Detentions Lieutenant	2
Sheriff's Records Manager	2
Secretary to the Sheriff	2
Fiscal Analyst III	3

Food Services Manager	2
Animal Services Manager	2
Consultant	7



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM

May 4, 2021

SUBMITTED BY: Public Works Department – Dominic Tyburski/Christopher Kelly

SUBJECT: TRAFFIC CONTROL POLICIES AND WARRANTS MANUAL

SUMMARY:

Overview:

On April 30, 1991, the Kings County Board of Supervisors voted to adopt the Traffic Control Policies and Warrants Manual 1991, for the Public Works Department. The Department hired Peters Engineering Group to update the manual, and after extensive development and review, the updated 2021 Traffic Control Policies and Warrants Manual is ready for adoption.

Recommendation:

Adopt the 2021 Traffic Control Policies and Warrants Manual for the Department of Public Works.

Fiscal Impact:

Adoption of the 2021 Traffic Control Policies and Warrants Manual will not create a fiscal impact.

BACKGROUND:

The purpose of the Traffic Control Policies and Warrants Manual is to provide the County with policies to ensure the consistent and uniform application of traffic control devices throughout the County while also aligning the County's policies with national and state policies. The Manual also provides the County's policies in a written form to ease the transition between personnel. A hard copy of both documents are on file with the Clerk of the Board.

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2021.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM May 4, 2021

SUBMITTED BY: Sheriff's Office – David Robinson

SUBJECT: RESOLUTION AND GRANT AGREEMENT WITH THE CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

SUMMARY:

Overview:

Over the past 20 years, the Sheriff's Office has annually received approval from the Board of Supervisors to receive Boating Safety and Enforcement (BS&E) financial aid from the California Department of Parks and Recreation, Division of Boating and Waterways to conduct boating safety and enforcement activities in Kings County. Approval is requested to apply for reimbursement for the Fiscal Year 2021-2022.

Recommendation:

- a. Adopt a Resolution authorizing participation in the Boating Safety and Enforcement Financial Aid Program; and
- b. Authorize the Sheriff to sign the grant Agreement for the Boating Safety and Enforcement Financial Aid Program.

Fiscal Impact:

This will reduce the impact on the Fiscal Year 2021-2022 General Fund by \$75,017. The expenses and revenue related to this program are included in Budget Unit 222000. This program is also funded from boat taxes collected each fiscal year. Per the requirements of this program, the County must demonstrate that the local boat taxes are expended prior to receiving the financial aid from the state.

BACKGROUND:

The purpose of the BS&E Financial Aid Program is to provide State financial aid to local governmental

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2021.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

RESOLUTION AND GRANT AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF BOATING AND WATERWAYS

May 4, 2021

Page 2 of 2

agencies whose waterways have high usage by transient boaters and an insufficient tax base to fully support a boating safety and enforcement program. The program is intended to augment existing local resources for boating safety and enforcement activities and is not intended to fully fund BS&E programs. Local participation in the program is entirely voluntary. Any local agency may opt not to participate in the program if they choose to spend their boat taxes on activities other than boating safety and enforcement activities. The State's management of the program has not changed from past practice. These funds will be utilized to offset the manpower costs associated with patrolling the Kings River. These funds will also reimburse the County for equipment purchases and repairs associated with patrolling the Kings River and its tributaries. This agreement shall be for the term beginning July 1, 2021 and ending June 30, 2022.

The Resolution and Grant Agreement have been reviewed and approved as to form by County Counsel.

BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF KINGS, STATE OF CALIFORNIA

IN THE MATTER OF AUTHORIZING THE RESOLUTION NO. _____
KINGS COUNTY SHERIFF'S OFFICE TO
PARTICIPATE IN THE BOATING SAFETY
AND ENFORCEMENT FINANCIAL AID
PROGRAM AS OPERATED BY THE CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION,
DIVISION OF BOATING AND WATERWAYS
FOR FISCAL YEAR 2021-2022 /

WHEREAS, the Kings County Sheriff's Office ("Sheriff") performs boating safety and enforcement activities as set forth in Section 6593.3 of Title 14 of the California Code of Regulations ("Section 6593.3"); and

WHEREAS, the California Department of Parks and Recreation, Division of Boating and Waterways ("Department") operates a Boating Safety and Enforcement Financial Aid Program ("Program") for local agencies that perform boating safety and enforcement activities as set forth in Section 6593.3; and

WHEREAS, acceptance of funding under the Program requires the County of Kings ("County") to comply with the requirements of Section 663.7 of the Harbors and Navigation Code; and

WHEREAS, the Sheriff would like to participate in the Department's Program to augment the revenues received by the County of Kings ("County") for boating safety and enforcement activities.

NOW, THEREFORE, IT IS HEREBY RESOLVED as follows:

1. The Sheriff may participate in the Program as operated by the Department to augment the revenues received by the County for boating safety and enforcement activities.

2. The Sheriff of Kings County, David Robinson, or his designee, may sign the agreement with the Department to participate in the Program for Fiscal Year 2021-2022, submit invoices for reimbursement, and receive reimbursement under the Program for boating safety and enforcement activities.

3. As required under Section 663.7, subdivision (e) of the Harbors and Navigation Code, the County shall expend an amount for boating safety programs during Fiscal Year 2021-2022 that will be not less than one hundred percent (100%) of the amount received by the County from personal property taxes on vessels.

4. Funding allocated to the County pursuant to Section 663.7, subdivision (a) of the Harbors and Navigation Code shall only be used for the boating safety and enforcement programs as specified therein and conducted within the County.

The foregoing resolution was adopted upon motion by _____, seconded by Supervisor _____ at a regular meeting held on the _____ day of _____, 2021, by the following vote:

AYES: Supervisors
NOES: Supervisors
ABSENT: Supervisors
ABSTAIN: Supervisors

Chairperson of the Board of Supervisors
County of Kings, State of California

IN WITNESS WHEREOF, I have set my hand this _____ day of _____, 2021.

Clerk of said Board of Supervisors



Boating Safety and Enforcement Financial Aid Program Agreement

This agreement entered into this *1ST day of July, 2021*, by and between the CALIFORNIA DEPARTMENT OF PARKS AND RECREATION, DIVISION OF BOATING AND WATERWAYS, hereinafter called “Department,” and the *COUNTY OF KINGS*, hereinafter called “Agency”;

WITNESSETH

WHEREAS, Contingent on approval of **Governor’s Fiscal Year 2021-22 Budget Act**, the Department intends to agree with Agency for the purpose of performing boating safety and enforcement activities as described in Title 14, California Code of Regulations Section 6593.3; and

WHEREAS, Agency is equipped, staffed and prepared to provide such services on the terms and conditions set forth in this agreement and in accordance with Title 14, California Code of Regulations Section 6593 et seq.; and

WHEREAS, pursuant to Title 14, California Code of Regulations Section 6593.6, Department shall enter into an annual agreement with each participating agency;

NOW, THEREFORE, it is mutually agreed as follows:

I. Applicable Law

Agency shall observe and comply with all applicable federal, state, and county statutes, ordinances, regulations, directives, and laws, including, but not limited to, Harbors and Navigation Code Section 663.7 and Section 6593 et seq. of Title 14, California Code of Regulations. Agreement shall be deemed to be executed within the State of California and construed and governed by the laws of the State of California.

II. Description of Services

Agency shall conduct boating safety and enforcement activities in the jurisdiction of the Agency in consideration of the payments hereinafter set forth.

III. Payments

- A. Maximum Amount. The amount the Department shall be obligated to pay for services rendered under this agreement shall not exceed **\$75,017.00** for the agreement term in full consideration of Agency’s performance of the services described in this agreement.
- B. Rate of Payment. The Department shall reimburse Agency in accordance with the reimbursement procedures set forth in Title 14, California Code of Regulations Section 6593.9.

- C. Submission of Claims. Agency shall submit claims for reimbursement to the Department contact person identified in paragraph V of this contract on a ___monthly **OR** ___quarterly basis. **(Please check one)**
- D. Failure to Submit Claims. Claims for reimbursement shall be submitted within 60 days following the last day of the reporting period. Pursuant to Title 14, California Code of Regulations 6593.9 (i), the Department may reduce an Agency's allocation by five percent if the Agency exceeds the sixty-day billing period and an additional five percent for every thirty-day period thereafter that the Agency is late in filing a claim.

IV. Records

Agency shall maintain records pursuant to Section 6593.10 of Title 14, California Code of Regulations.

V. Notice

Notice shall be in writing and shall be deemed to have been served when it is deposited in the United States mail, first class postage prepaid, and addressed as follows:

TO DEPARTMENT

*Ms. Joanna Andrade
Department of Parks and Recreation
Division of Boating and Waterways
One Capitol Mall, Suite 500
Sacramento, CA 95814*

TO AGENCY

*Kings County Sheriff's Department
1444 W. Lacey Blvd
Hanford, CA 93230*

Either party may change the address to which subsequent notice and/or other communication can be sent by giving written notice designating a change of address to the other party.

VI. Term

This agreement shall be for the term beginning **July 1, 2021**, and ending **June 30, 2022**.

VII. Prior Agreements

All prior agreements regarding this subject matter between Department and Agency are hereby terminated effective June 30 prior to the term beginning date of this agreement.

VIII. Amendment

No amendment or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto.

IX. Termination

Agency may terminate this agreement without cause in writing at any time. Department may terminate this agreement without cause upon a sixty (60) days written notice served upon the Agency.

X. Special Provisions

- A. Agency hereby certifies that the obligations created by this agreement do not violate the provisions of Sections 1090 to 1096 of the Government Code.
- B. This agreement shall have no force or effect until signed by the Department, Agency, and approved by the Department of General Services Legal Department, if required.
- C. Agency shall continue with the responsibilities of this agreement during any dispute.
- D. In the event of an allocation reduction for this program, an equal allotment will be decrease from every participant.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

CALIFORNIA DEPARTMENT OF PARKS AND RECREATION, DIVISION OF BOATING AND WATERWAYS

By: _____

*California Department of Parks and Recreation,
Division of Boating and Waterways*

Date: _____

“Department”

COUNTY OF KINGS

By: _____

Title: _____

Date: _____

“Agency”



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM May 4, 2021

SUBMITTED BY: Sheriff's Office – David Robinson
SUBJECT: AGREEMENT WITH SECURUS TECHNOLOGIES, LLC.
SUMMARY:

Overview:

The King's County Sheriff's Office requests the Chairman of the Board to sign an agreement with Securus Technologies, LLC.

Recommendation:

Approve an agreement with Securus Technologies, LLC. for Inmate Communication Services retroactively effective April 1, 2021.

Fiscal Impact:

There will be no fiscal impact to the General Fund. Telephone and video visitations generate commission monies, which are deposited into the Inmate Welfare Fund and used for inmate programs in accordance with fund guidelines.

BACKGROUND:

In 2019, Kings County went out to RFP for the Jail's Inmate Communications Services Contract. This agreement includes inmate telephone services, video visitation, correctional-grade tablets, payment services and related investigative products. Through the RFP process the committee selected Securus Technologies as the vendor for the Kings County Jail Inmate Communications Services Agreement. The agreement is retroactive effective April 1, 2021 however, services have not began and wont until both parties have executed the agreement. Upon approval of the contract the implementation of these services can begin. The agreement will expire March 31, 2024.

The agreement has been reviewed by County Counsel.

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted

On _____, 2021.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

**KINGS COUNTY SHERIFF'S OFFICE
INMATE COMMUNICATION SERVICES AGREEMENT**

INTRODUCTION

Securus Technologies, LLC, with its principal place of business located at 4000 International Parkway, Carrollton, TX 75007 ("Contractor") and the County of Kings, a political subdivision of the State of California, with its principal place of business at 1400 W. Lacey Blvd. Hanford, CA 93230 ("County") hereby agree to execute this Inmate Communication Services Agreement ("Agreement"), effective April 1, 2021 ("Effective Date").

1. AGREEMENT

- 1.1. Pursuant to RFP # 2020-58, County hereby awards this Agreement to and provides Contractor the exclusive right and privilege to install and operate all inmate communication services inclusive of Inmate Telephone Service, Video Visitation Services, Tablets, Kiosks and Electronic Funding and related equipment at the County's Main Jail Facility, as operated by the Kings County Sheriff's Office and located at 1570 Kings County Dr. Hanford, CA 93230 ("County's Facility or Facility"). JPay LLC, an affiliate company to Contractor is the licensed entity responsible for conducting money transmission services for Contractor, including (if applicable) receiving money for transmission via online, mobile application, phone, Interactive Voice Response (IVR), and kiosks.
- 1.2. Contractor shall, at no cost to the County, provide Inmate Telephone Services ("ITS") to inmates at the County's Facility. Said ITS services shall allow inmates detained in the Facility to make free, collect, pre-paid, and/or debit local, long distance, and international calls from the Facility pursuant to the terms set forth herein. Contractor shall, at no cost to County, provide all wiring for the inmate telephones, and install the inmate telephones and related hardware and software necessary to provide ITS services. Elements of **Attachment 1 – Mandatory Requirements** of the RFP are hereby incorporated into this Agreement and attached as **Attachment 1 – Scope of Work**. Details surrounding the County's Facility and required equipment are in **Attachment 3 – Facility Specifications**.
- 1.3. Contractor shall provide a turnkey Video Visitation Solution ("VVS"), which shall include, without limitation, automated scheduling software and completion of onsite and remote video visitation sessions. Contractor shall install and operate all video visitation stations and related equipment at no cost to County. Contractor shall, without cost to County, provide all wiring for the video visitation stations, and install the video visitation stations and related hardware and software specifically identified and necessary to enable visitors and inmates to schedule and complete onsite and remote video visitation sessions in the Facility.
- 1.4. Contractor shall provide a correctional-grade mobile device/tablet solution ("Tablets") at no cost to County. At a minimum, Tablets shall have the capability to access to various applications, including electronic messaging, education, instructional material, entertainment, media, inmate requests, medical requests, grievances and commissary ordering. County reserves the right to add an ITS and/or VVS application to the Tablets at its discretion.
- 1.5. Contractor shall provide County with other required technologies as described herein. Contractor shall provide electronic trust funding inclusive of multiple payment methods, including a correctional grade

intake kiosk ("Booking Kiosks"), a multi-function payment kiosk that allows end users to fund inmates' debit and/or trust accounts ("Lobby Kiosks"), and electronic remote funding via telephone, mobile application, or website. Further, Contractor shall provide County with the required portable cellular phone detection equipment, voicemail messaging, automated information system (AIS), THREADS, and ICER as described in **Attachment 3 – Facility Specifications**.

- 1.6. This Agreement may be modified only by a written amendment signed by the parties.
- 1.7. This Agreement will remain in force until the designated termination date, or the Agreement is otherwise terminated in accordance with terms herein.
- 1.8. Work will not begin, nor claims paid for services under this Agreement until all Certificates of Insurance are on file with the County's Risk Manager.

2. TERM

- 2.1. This Agreement shall commence upon the Effective Date above and remain in force for an initial term of three (3) years with an expiration date of March 31, 2024 ("Initial Term"). This Agreement shall not bind, nor purport to bind, County for any contractual commitment in excess of the Initial Term. However, County, at its sole option, shall have the right to renew this Agreement for two (2) additional one (1) year terms or on a month-to-month basis, not to exceed twelve (12) months each, prior to expiration of the Initial Term or renewal term of this Agreement. In the event County exercises such right, all terms and conditions, requirements, and specifications of this Agreement, and any Amendments, shall remain the same and apply during the renewal term(s). This Agreement will not automatically renew.

3. CONTRACTOR RESPONSIBILITIES

- 3.1. Contractor shall agree to all terms and conditions set forth in this Agreement, and Contractor shall agree to the specifications including, but not limited to, the features and functionalities of the inmate telephone system (ITS), video visitation solution (VVS), correctional-grade mobile devices/tablets ("Tablets"), electronic trust funding, and other required technologies or additional technologies listed in **Attachment 1 – Scope of Work**. If County designates an agent to act on County's behalf ("Designated Agent"), Contractor shall follow County's direction in working with such Designated Agent.

NEGOTIATED TERMS

4. SURETY BOND

- 4.1. Contractor shall furnish a Surety Bond in the form of a bond issued by a Surety Company authorized to do business in the State of California, a Cashier's Check, or Irrevocable Letter of Credit payable to County within ten (10) calendar days after the Agreement execution date and prior to any installation work or equipment delivery. The Surety Bond must be made payable to County in the amount of sixty-thousand dollars (\$60,000.00) and will be retained during the full period of the Agreement and/or renewal term(s). Personal or company checks are not acceptable. The Agreement number (if applicable) and/or dates of performance must be specified on the Surety Bond. In the event that the

County exercises its option to extend the Agreement for an additional period, Contractor shall be required to maintain the validity and enforcement of the Surety Bond for the said period, pursuant to the provisions of this paragraph, in an amount stipulated at the time of the Agreement renewal.

5. REVENUE SHARE, PAYMENT AND REPORTING

- 5.1. Pursuant to Contractor's response to RFP #2020-58, Contractor shall remit to County 50% revenue share on Gross Revenue generated by and through the ITS (including voicemail). Gross Revenue is defined in **Attachment 1, Section 2 – ITS Revenue Share, Payment and Reporting**.
- 5.2. Pursuant to Contractor's response to RFP #2020-58, Contractor shall remit to County 10% revenue share on Gross Revenue generated by and through the VVS. Gross Revenue is defined in **Attachment 1, Section 3 – VVS Revenue Share, Payment and Reporting**.
- 5.3. Pursuant to Contractor's response to RFP #2020-58, Contractor shall remit to County 10% revenue share on Gross Revenue generated by and through the Tablets (including electronic messaging). Gross Revenue is defined in **Attachment 1, Section 4 – Tablet Revenue Share, Payment and Reporting**.
- 5.4. Pursuant to Contractor's response to RFP #2020-58, Contractor shall remit to County 5% revenue share on total funding fees collected by and through Electronic Funding. Gross Revenue is defined in **Attachment 1, Section 5 – Electronic Funding Reporting and Payments**.
- 5.5. Pursuant to Contractor's response to RFP #2020-58, Contractor shall remit to County a monthly administrative payment for expenses associated with monitoring, reconciliation, consulting, and contract compliance relative to the inmate communication services outlined within this Agreement. The monthly administrative payment will be \$5,000.00 and shall be remitted in addition to Contractor's Revenue Share payments to County as outlined in **Attachment 1 – Scope of Work**.
- 5.6. County reserves the right to recoup from Contractor additional administrative and operational expenses ("Cost Recoupment Payment") in connection with the provision of inmate communication services. Such Cost Recoupment Payment may take the form of a per-minute rate, flat monthly payment, or other fee structure. The Cost Recoupment Payment shall be due and payable upon receipt of the invoice by the Contractor. The County may accompany the Cost Recoupment Payment invoice with a supporting report documenting the administrative and operational expenses incurred by the County in association with inmate communication services covered by the Cost Recoupment Payment. The County does not require a Cost Recoupment Payment upon execution of the Agreement. In the event the County wishes to utilize its option to implement the Cost Recoupment Payment, then, at the County's request, the County and Contractor shall negotiate in good faith an amendment to the Agreement reasonably acceptable to the County to document the County-imposed Cost Recoupment Payment. If Contractor and the County are unable to agree on such an Agreement amendment within thirty (30) days of the County's request, the County may terminate the Agreement at its sole discretion and without penalty or liability to the County, and the County may select another provider.

6. RATES AND FEES

- 6.1. Both parties herein mutually agree upon the rates and fees for inmate telephone calls, voicemail, inmate video visitation sessions, tablets, electronic funding and additional technologies as detailed in **Attachment 4 – Rates, Fees, and Revenue Share.**

7. ADDITIONAL TECHNOLOGY

- 7.1. Contractor shall supply the following additional technologies that shall have all of the features and requirements specified in **Attachment 1 – Scope of Work.**
 - 7.1.1. Electronic Trust Funding;
 - 7.1.2. Booking Kiosks;
 - 7.1.3. Lobby Kiosks;
 - 7.1.4. Debit Release;
 - 7.1.5. Portable Cell Phone Detection Equipment;
 - 7.1.6. Voicemail Messaging (Inbound and Internal);
 - 7.1.7. Automated Information System (AIS);
 - 7.1.8. THREADS; and
 - 7.1.9. ICER
- 7.2. County reserves the right to implement and remove any of the Additional Technologies at any time during the Agreement term with thirty (30) days written notice to Contractor.

8. RECONCILIATION

- 8.1. County, or its Designated Agent, shall have the right from the Effective Date of this Agreement and for a period of seven (7) years after the termination date of this Agreement or any extensions of this Agreement, upon ten (10) business days' written notice, to fully reconcile or examine any and all of County information pertaining to this Agreement. County retains the right to have another independent agency of County's exclusive choice perform any or all reconciliations and examinations pertaining to this Agreement.
- 8.2. Contractor shall maintain accurate, complete, and reconcilable records in an electronic format, which detail the Gross Revenues from which revenue share payments can be determined for all inmate communications services (ITS, VVS, Tablets, Kiosks, and Electronic Funding). The records shall include all CDRs, debit purchase or usage reports, VVS usage and revenue reports, Tablet usage and revenue reports, funding transaction reports, and all associated invoices and commissioning reports during the term of this Agreement and for no less than seven (7) years after the term of this Agreement. County shall have free access during normal works hours to such records and the right to examine, inspect, copy, or audit them, at no cost to County
- 8.3. Contractor shall pay resolved and agreed upon amounts due plus, in the event the foregoing reconciliation reveals an amount due County at least 5% above the amount otherwise paid for the period reconciled, County's reasonable cost of reconciliation, all within thirty (30) days of the resolution date. If the agreed upon amounts are not paid within thirty (30) days, the amounts due to County will accrue interest at the rate of 1.5% per month, or the highest rate permitted by law (whichever is less) until such monies are paid.

9. ASSIGNMENT AND MERGERS/ACQUISITION

- 9.1. The services to be performed under the Agreement shall not be assigned, sublet, or transferred without thirty (30) days advance written notification to the County and then only upon Contractor's receipt of the County's written consent.
- 9.2. Upon receipt of the County's written consent, any such purchaser, assignee, successor, or delegate shall thereupon assume all rights and responsibilities of Contractor.
- 9.3. If during the Agreement term or any renewal term(s), Contractor merges or is acquired by another entity, the following documents must be submitted to the County:
 - 9.3.1. Corporate resolutions prepared by Contractor and the new entity, which ratify acceptance of the Agreement and its terms, conditions, and processes in their entirety;
 - 9.3.2. New Federal Identification Number (FEIN) if applicable; and,
 - 9.3.3. New Certificates of Insurance or other documentation as requested by County.
- 9.4. Contractor expressly understands and agrees that it assumes and is solely responsible for all legal and financial responsibilities related to the execution of a subcontract. Contractor agrees that utilization of a subcontractor to provide any of the products/services in the Agreement shall in no way relieve Contractor of the responsibility for providing the products/services as described and set forth herein.

10. TERMINATION/DEFAULT

- 10.1. In the event Contractor fails to perform any terms or conditions of the Agreement, County may consider Contractor in default of the Agreement and supply Contractor written notice of such default. In the event said default is not remedied to the satisfaction and approval of County within thirty (30) calendar days of receipt of such notice, County may terminate the Agreement. Upon termination, Contractor shall adhere to the transition requirements as outlined in **Attachment 1 - Scope of Work**.
- 10.2. County may terminate this Agreement upon ninety (90) days written notice from County to Contractor without penalty. Upon termination, Contractor shall adhere to the transition requirements as outlined in **Attachment 1 – Scope of Work**.
- 10.3. Should Contractor for any reason be unable to satisfy the requirements contained in the Agreement, County, at its sole discretion, may call for the Surety Bond due, in part or in full for non-performance, and/or as liquidated damages.
- 10.4. Should a material change in the rules or policies of the FCC or other regulatory body applicable to inmate communication services occur following the execution of this Agreement, which affects: (i) the rates permitted to be charged by the Contractor to inmates under this Agreement; (ii) the right of the County to recover its costs; or (iii) the ability for Contractor to pay to the County a revenue share, fees (including, but not limited to, the cost recoupment payment), or other cost recovery mechanisms, then, at the County's request, Contractor and the County will negotiate an amendment

to this Agreement in good faith that enables the County to fully recover its costs in a manner compliant with the change in the FCC's (or other regulatory body's) rules or policies. If Contractor and the County are unable to agree on such an amendment within 30 days of the County's request, the County may terminate this Agreement at its sole discretion and without penalty or liability to the County, and the County may select another inmate communication services provider.

11. INDEMNIFICATION

- 11.1. Contractor shall defend, indemnify, and hold County and its Board members, officials, employees, officers, and agents harmless from loss, cost, expenses, damages, or liability (including reasonable attorney's fees and court costs) resulting from actions, causes of action, or claims brought or threatened under this Agreement, for: (i) any actual or alleged negligence or dishonesty of, or any actual or alleged act of commission or omission by Contractor or any of its directors, officials, employees, agents, successors, or subcontractors in providing the equipment and services hereunder; (ii) the operation of Contractor's business or the inmate communication services; (iii) any breach by Contractor of its obligations hereunder; or (iv) any alleged patent, copyright, or trademark infringement or unauthorized use of trade secrets or other proprietary rights in connection with the inmate communication services, except where such claims, demands, or liabilities are due to the negligence of County, its agents, or employees.
- 11.2. In the event any infringement claim is made or threatened against County, or injunctive relief is granted to a claimant, Contractor shall, at its sole cost and expense: (i) obtain the right for County to continue use of the services; (ii) substitute other services of like capability; or (iii) replace or modify the services to render them non-infringing while retaining like capability. In the event Contractor is unable to perform any of the above, County may terminate this Agreement upon providing sixty (60) days written notice to Contractor and Contractor shall be responsible for all of County's costs and expenses of whatever nature or kind in connection therewith.
- 11.3. These indemnities and remedies shall survive the expiration or other termination of the Agreement.

12. INSURANCE

- 12.1. 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 the minimum limits indicated during the term of this Agreement and provide an original Certificate of Endorsement from Contractor's Insurance Carrier ("ACORD Certificate"), guaranteeing such coverage to County. Within ten (10) days of execution of the Agreement, the ACORD Certificate shall be mailed as set forth under the Notice Section 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 without penalty.
- 12.2. Contractor shall provide County with a thirty (30) day advance written notice of cancellation or material changes in said insurance.
- 12.3. 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. The 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.

- 12.4. 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 shall include owned and non-owned vehicles used in connection with this Agreement.
- 12.5. 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 the County.
- 12.6. Professional Liability. One Million Dollars (\$1,000,000) limit per occurrence or claim and Three Million Dollars (\$3,000,000) annual aggregate limit covering Contractor's wrongful acts, errors and omissions.
- 12.7. 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 the County's Risk Manager gives prior approval.
- 12.8. 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.
- 12.9. Annual renewals for the term of this policy must be submitted prior to the expiration date of any policy.
- 12.10. County agrees to provide Contractor with reasonable and timely notice on any claim, demand, or cause of action made by or brought against County arising out of the service provided by Contractor. Contractor shall have the right to defend any such claim at its sole cost and expense and with its exclusive discretion.
- 12.11. For any person or contractor with whom Contractor enters into a contract to provide the services defined in this Agreement, Contractor must:
 - 12.11.1. Provide a certificate of coverage for all persons providing services as defined in this Agreement. Coverage shall be based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of the California State Labor Code;
 - 12.11.2. Provide a new certificate, prior to the end of the coverage period, of coverage showing extension of coverage if the coverage period shown on Contractor current certificate of coverage ends during the duration of the project;
 - 12.11.3. Retain all required certificates of coverage for the duration of the project and for two (2) years thereafter; and
 - 12.11.4. Notify County in writing, within ten (10) business days after Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

13. DISCREPANCY

- 13.1. Should a discrepancy or conflict among the specific provisions of this Agreement and its attachments, RFP # 2020-58 and its attachments and amendments and the Contractor's Proposal, the discrepancy or conflict shall be resolved as follows.
 - 13.1.1. The specific provisions of this Agreement will prevail over the RFP, its attachments and amendments.
 - 13.1.2. The RFP, its attachments and amendments will prevail over the Contractor's Proposal.
- 13.2. Exceptions or objections to specific RFP provisions in the Contractor's Response that have not been explicitly accepted by the County in writing shall not be included in this Agreement and shall be given no weight or consideration.

14. PREVAILING WAGE; REGISTRATION WITH DEPARTMENT OF INDUSTRIAL RELATIONS FOR COMPLIANCE MONITORING

- 14.1. Contractor understands and agrees that a portion of the work performed under this Agreement is subject to prevailing wage as set forth in the California Labor Code. Contractor further understands and agrees that it shall bear sole responsibility for ensuring the enforcement thereof.
- 14.2. Contractor understands and agrees that it shall be required to register with and submit certified payrolls to the Department of Industrial Relations for compliance monitoring of the portion of work subject to prevailing wage.

15. SUBCONTRACTS

- 15.1. Any subcontracts for the products/services described herein shall include provisions to ensure fulfillment of relevant contractual obligations agreed to by Contractor and the County and ensure the County is indemnified by the subcontractor to the same extent as described in this Agreement.
- 15.2. Contractor expressly understands and agrees that it assumes and is solely responsible for all legal and financial responsibilities related to the execution of a subcontract. Contractor agrees that utilization of a subcontractor to provide any of the products/services in this Agreement shall in no way relieve Contractor of the responsibility for providing the products/services as described and set forth herein. Contractor shall identify any subcontractors used to provide services under this Agreement.
- 15.3. In the event of unsatisfactory performance, as determined by County, County may request a substitution of a subcontractor utilized by Contractor to fulfill the obligations under this Agreement.

16. FORCE MAJEURE

- 16.1. Neither party shall be held liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence, such as acts of

God, acts of civil or military authority, government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, pandemics, floods, strikes, power blackouts, volcanic action, other major environmental disturbances, or unusual weather conditions.

17. CONFLICT OF INTEREST

- 17.1. Contractor warrants that its employees or their immediate families or Board of Directors or officers have no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any 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.
- 17.2. Contractor has an affirmative duty throughout the term of this Agreement and any extension of the Agreement to disclose to County in writing the name(s) of any person(s) who have an actual, potential or apparent conflict of interest.

18. HEALTH AND SAFETY STANDARDS

- 18.1. Contractor shall abide by all health and safety standards set forth by the State of California and/or the County of Kings pursuant to the Injury and Illness Prevention Program.

19. NONDISCRIMINATION

- 19.1. 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, sexual orientation, gender identity, or gender expression.
- 19.2. 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.

20. ADA COMPLIANCE

- 20.1. Contractor shall comply with the Americans with Disabilities Act, Title II and applicable California state laws. The law providing the greatest degree of access to qualified persons with disabilities shall apply to this Agreement.
- 20.2. Contractor shall ensure that all persons receiving programs, services, or activities through this Agreement shall have available a copy of County's ADA grievance procedures and County's Grievance Form which are attached to this Agreement as **Attachment 2 – Kings County Grievance Procedure Under ADA or California State Disability Civil Rights Laws**.

21. NOTICE

- 21.1. Any notice required by this Agreement shall be supplied in writing in electronic format and/or delivered in person or by registered or certified mail addressed to the party's address listed below. Notice shall be presumed to have been received five (5) business days after it is deposited in a U.S. Postal Service depository.

FOR COUNTY

Kings County Sheriff's Office
Attn: Assistant Sheriff David Putnam
1570 Kings County Dr.
Hanford, CA 93230

FOR CONTRACTOR:

Securus Technologies, LLC
Attn: General Counsel
4000 International Parkway
Carrollton, TX 75007

22. ADDITIONAL REQUIREMENTS AND SPECIFICATIONS

- 22.1. Contractor shall comply with all federal, state and local laws and regulations applicable to its performance, including, but not limited to, licensing, employment and purchasing practices, wages, hours and conditions of employment.
- 22.2. Contractor shall provide any and all notices as may be required under the Drug-Free Workplace Act of 1998, 28 CFR Part 67, Subpart F, and any applicable California State laws, to the employees and all subcontractors to ensure the Facility maintains a drug free workplace. County reserves the right to review drug testing results of Contractor's personnel assigned to work at the Facility. County may require, at Contractor's expense, drug testing of Contractor's personnel if no drug testing records exist or if such test results are older than 6 months.

23. MISCELLANEOUS TERMS

23.1. **Independent Contractor**

Nothing in this RFP is intended nor shall be construed to create an employer/employee relationship, a joint venture relationship, or any other relationship allowing County to exercise control over the manner or method by which Contractor or its subcontractor perform services under this Agreement.

23.2. **Interpretation**

This Agreement shall be interpreted and governed by the laws of the State of California. The parties agree that this Agreement was entered into in Kings County, the services to be provided will be provided in Kings County, and all other obligations to be performed under this Agreement will be fulfilled in Kings County. The parties therefore agree the proper venue for any action relating to this Agreement is Kings County, California.

23.3. **Severability**

If any part of this Agreement is contrary to any Federal, State, or local law, it is not applicable and such invalidity shall not affect the other provisions or applications of this Agreement which can be given effect without the invalid provision or applications. To that end, the provisions of this Agreement are declared to be severable. If any provision hereof is held invalid by a Court of competent jurisdiction that provision shall be automatically deleted and all remaining provisions shall remain in full force and effect.

23.4. Entirety, Counterparts, Waiver, and Modification

- 25.4.1 This Agreement, together with any attachments, which are incorporated herein as if set forth in full, represents the entire understanding between County and Contractor (collectively, "Parties") with respect to the subject matter hereof and supersedes all prior communications, agreements, and understandings relating thereto.
- 25.4.2 This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.
- 25.4.3 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.
- 25.4.4 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.

23.5. Confidentiality

- 23.5.1. 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.
- 23.5.2. Each Party, including its agents and representatives shall: (i) follow reasonable procedures to protect and maintain the confidentiality of the other Party's confidential information; (ii) not disclose, or allow to be disclosed, the confidential information to any party other than to its officials, employees, contractors, officers, or directors who have a need to know in order to perform the services contemplated under this Agreement and are under the same binding obligation of confidentiality provided herein with respect to any such information; (iii) not use the confidential information for any purpose other than to perform services under this Agreement; and, (iv) treat all confidential information of the other Party with the same degree of care to avoid disclosure to third parties as it uses with respect to the recipient Party's own confidential information, but not less than a reasonable degree of care.

23.6. Dispute Resolution

The parties shall attempt to resolve any dispute arising out of or relating to this Agreement through negotiations between senior executives of the parties who have authority to settle the same. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. Disputes or controversies related to this Agreement not resolved through negotiation within a period of sixty (60) days shall be governed by and interpreted in accordance with the laws of the State of California

without regard to its conflicts of law provisions. In the event of litigation relating to this Agreement, the parties agree to submit said dispute to the jurisdiction of California courts.

23.7. Limitation of Liability.

In no event shall either party be liable hereunder for loss of profits, loss of goodwill, consequential or punitive damages of any kind regardless of the form or theory of any claim and irrespective of whether such party has been advised of the possibility of such damages.

23.8. Contractor Costs and Taxes and Fees on Services

It is expressly understood that County is not responsible in any way, manner, or form for any of Contractor's costs, including but not limited to, taxes (including sales tax), shipping charges, network charges, insurance, interest, penalties, attorney fees, liquidated damages, licenses, fees, tariffs or other costs related to any and all Contractor's services. Contractor agrees that it is entirely responsible for calculating, collecting and remitting all fees and taxes, including sales tax where applicable, on all services and items provided to the inmates. Including, but not limited to, any and all taxes as applicable for the inmate communication services such as collect, debit, pre-paid and any other calls, video visitation sessions, and Tablet applications and transactions.

24. LIQUIDATED DAMAGES

24.1. Contractor's failure to meet Agreement requirements both correctly and on time may result in substantial injury to the County. The amount of damages resulting from such failure may not always be quantified with certainty. Accordingly, each failure to meet a requirement, either correctly and/or on time, may be subject to liquidated damages as outlined herein. Any enforced liquidated damages will be invoiced by County to Contractor. Payments due County for the invoiced amount(s) shall be due within thirty (30) days of Contractor's receipt of the invoice.

LIQUIDATED DAMAGES	
Description	Amount
Tablets Any unauthorized applications, website accesses, or related breach of security whereby inmates are able to access unapproved networks, materials and/or content.	\$2,500.00 per unauthorized application, website access, or related breach of security. This amount would be applied to security events that affect the entire Facility and will not be applied on a per-tablet basis.
All Inmate Communication Services Any charges/fees added to the end-user's bill/statement or account or inmate without the express written consent of County.	\$350.00 per day from the date the additional charges/fees were first added through the date the charges/fees were discontinued.
All Inmate Communication Services Unauthorized free calls, video visitation sessions or Tablet transactions completed by Contractor.	\$2.00 per completed, unauthorized free call, visit or transaction.
All Inmate Communication Services Remote access to the ITS, VVS, Tablet or other required technology user application not provided at the time of initial implementation.	\$500.00 per month for each user application not provided by the due date specified.

<p>All Inmate Communication Services Revenue share payments, ITS traffic detail reports, CDRs, VVS detail reports, Tablet transaction reports, funding transaction reports and/or all other reports not containing the required fields, received by the County after the date specified in Attachment 1 – Scope of Work. If the revenue share payment is late, reporting is late and/or reports do not contain all required fields, late charges/interest for all three shall apply. Revenue share payment discrepancies must be resolved by Contractor and to County’s reasonable satisfaction, within thirty (30) days of receipt of notification of a discrepancy from the County and/or its Designated Agent or such discrepancy is subject to late charges, as described and/or termination of this Agreement at the sole discretion of the County and/or any legal course of action the County elects to pursue.</p>	<p>5% per month of the revenue share amount due.</p> <p>\$750.00 per month for each report not received by the due date specified or for each report that does not contain all of the fields and information as specified in Attachment 1 – Scope of Work.</p> <p>\$100.00 per day for any daily CDR reports not submitted by Contractor, for each day where the CDR report does not contain all of the fields and information as specified in Attachment 1 – Scope of Work.</p>
<p>All Inmate Communication Services Any changes to the rates or fees without the express written approval of County. Contractor must issue refunds to all overcharged end-users or inmates within five (5) business days; a list of the issued credits must be provided to County as documentation. County will not issue a refund of revenue-share or cost recoupment for unapproved rate increases.</p>	<p>\$2.00 per completed call, video visitation session or Tablet transaction, which was rated/charged using the unauthorized rates(s).</p>
<p>All Inmate Communication Services Any bill types, transactions or applications implemented or removed regarding the processing and/or completion of inmate telephone calls, video visitation sessions or Tablet transactions without the express written consent of County.</p>	<p>\$500.00 per day for each day the bill type, transaction or applications is implemented or removed.</p>
<p>All Inmate Communication Services Due to Contractor’s action(s), if any installation, initial or additionally requested, is not completed within the timeframe allowed in the agreed-upon implementation plan.</p>	<p>\$500.00 per day for each day the after the agreed-upon date until the installation is complete.</p>
<p>All Inmate Communication Services Contractor shall be responsible for resolving any reported repairs or replacements within ten (10) days following the date of notification of a service request or inmate communication or funding service failure (“Cure Period”). Should Contractor fail to resolve the reported repair or replacement within the specified Cure Period, Contractor may be liable for liquidated damages.</p>	<p>\$500.00 for each day after the Cure Period and for each reported repair or replacement that the Contractor fails to resolve, until each reported repair or replacement is resolved by Contractor.</p>
<p>All Inmate Communication Services</p>	<p>\$1,000.00 per occurrence.</p>

<p>When County suffers one or more lost, unrecoverable or un-useable recording(s). County agrees to notify Contractor of such instances and provide up to seven (7) days per instance for Contractor to produce the call recordings.</p>	
<p>All Inmate Communication Services Contractor shall adhere to County's performance process when upgrading each inmate communications service, software, equipment, or performing any changes to the inmate communications, which affect the scope under this Agreement. Any deviation from the process may result in liquidated damages incurred by Contractor.</p>	<p>\$500.00 per occurrence.</p>

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 set their hands as on the day and year written below, acting through their authorized representatives.

KINGS COUNTY, CALIFORNIA

SECURUS TECHNOLOGIES, LLC

Authorized Signature

Authorized Signature

Craig Pedersen, Chairman



Russell Roberts
Chief Growth Officer

Typed or Printed Name, Title

ATTEST:

04/15/2021

Catherine Venturella, Clerk to the Board

Date

Date



APPROVED AS TO FORM:

Lee Burdick, County Counsel

Carrie R. Woolley, Assistant County Counsel

Name, Title, Sheriff's Office

ATTACHMENT 1

Scope of Work

1. PROJECT SCOPE

- 1.1. Contractor shall provide a turn-key inmate calling solution which shall include, without limitation, collect, pre-paid collect, pre-paid card, debit, free calls and voicemail. Contractor shall install and operate all inmate and visitation telephones, and related equipment. Contractor shall, without cost to County, provide all wiring for the inmate and visitation telephones, install the inmate and visitation telephones and the related hardware and software specifically identified herein, to enable inmates at the Facility to complete, without limitation, local, long distance and/or international collect, pre-paid collect, pre-paid card, debit and free calls and visitation sessions from the Facility. Additional details regarding County's mandatory ITS requirements can be found in **Attachment 1, Section 5 (ITS Requirements)**.
- 1.2. Contractor shall provide a turn-key video visitation solution which shall include, without limitation, automated scheduling software, completion of onsite and remote video visitation sessions. Contractor shall install and operate all video visitation stations and related equipment. Contractor shall, without cost to County, provide all wiring for the video visitation stations, install the video visitation stations and related hardware and software specifically identified herein, to enable visitors to schedule and complete onsite and remote video visitation sessions with inmates at the Facility. Additional details regarding County's mandatory VVS requirements can be found in **Attachment 1, Section 6 (VVS Requirements)**.
- 1.3. Contractor shall provide a correctional-grade mobile device/tablet solution at no cost the County. The Tablets shall, at a minimum, have the capability to access various applications including electronic messaging, education, instructional material, entertainment, media, inmate requests, medical requests, grievances and commissary ordering. County reserves the right to add an ITS and/or VVS application to the Tablets. Additional details regarding County's mandatory Tablet requirements can be found in **Attachment 1, Section 7 (Tablet Requirements)**.
- 1.4. Contractor shall provide electronic funding at no cost to County. The electronic funding service shall, at a minimum, allow end-users to load funds onto an inmate's debit and/or trust account via telephone, online, or mobile application. Additional details regarding County's mandatory electronic funding requirements can be found in **Attachment 1, Section 8 (Other Required Technology)**.
- 1.5. Contractor shall provide lobby and booking payment kiosks ("Kiosks") for their Facility at no cost to County. The Kiosks shall, at a minimum, have the capability to load funds to an inmate's debit and/or trust accounts. Additional details regarding County's mandatory Kiosk requirements can be found in **Attachment 1, Section 8 (Other Required Technology)**.

2. ITS REVENUE SHARE, PAYMENT AND REPORTING

- 2.1. Gross Revenue generated by and through the Contractor's ITS consists of all compensation, earnings, gain, income, generated revenue, payment, proceeds or receipts paid to or received by Contractor that are in any way connected to the provision of ITS service pursuant to this RFP and Agreement. Gross Revenue includes, by way of example and not limitation, all the following: all surcharges; per minute fees and any additional fees and/or charges generated by the completion of all calls (including any combination of free, collect, debit, and pre-paid Local, Intralata/Intrastate, Intralata/Interstate, Interlata/Intrastate, Interlata/Interstate and International calls) and voicemail messages; additional fees and/or charges added to the total cost of a call or added to the called party's bill; or any other compensation received by Contractor.
- 2.2. Contractor shall not reduce total Gross Revenue (as defined above) for any deductions associated with fees, adjusted durations, unbillable calls, bad debt, uncollectible calls, taxes, fraudulent calls, or any other Contractor expense.
- 2.3. Any additional fees to be added to the called party's bill or paid by the calling or called party (including those associated with establishing/funding pre-paid collect accounts) for inmate telephone calls from the Facility must be approved by County prior to implementation.

- 2.4. County shall notify Contractor of any unapproved additional fees and/or charges associated with ITS of which County becomes aware are. The unapproved fees and/or charges are subject to liquidated damages as specified in this Agreement.
- 2.5. Should County and Contractor mutually agree that the charges/fees are to be discontinued, Contractor shall refund each called party for the unapproved charges/fees from the date the charges/fees were implemented until the date the charges/fees were discontinued.
- 2.6. Notwithstanding the foregoing, Gross Revenue does not include the following items:
 - 2.6.1. Required regulatory charges and taxes that are intended to be paid by the called party or inmate and then remitted 100% by the billing party to the appropriate governmental agency;
 - 2.6.2. A "Free" call shall be defined as a call not generating any revenue or compensation for Contractor. Calls to telephone numbers that appear on the free call list supplied by County or from inmate telephones approved by County to process free calls shall not generate revenue or compensation for Contractor and shall not be eligible for revenue share to County. Only those numbers designated by County on the free call list and inmate telephones approved by County to process free calls shall be marked as "Free" in the ITS and designated as such in the call detail records. In the event Contractor receives revenue or compensation, notwithstanding the source, from any third party related to a completed free call, such revenue shall be included in Gross Revenue and eligible for revenue share to County. Unauthorized free calls are subject to liquidated damages as specified in this Agreement;
 - 2.6.3. Complimentary calls associated with Contractor's pre-paid collect program are not included in Gross Revenue and revenue share is not payable by Contractor; Pre-Paid Collect Funding Fees - Pre-paid collect funding fees are defined as fees imposed on called parties who set up or fund a pre-paid collect account with Contractor or a third party (i.e. Western Union) to accept calls. The pre-paid collect funding fee shall not be applied on a per-call basis. All pre-paid collect fees must be approved by County and are subject to liquidated damages as specified in this Agreement; and
 - 2.6.4. Collect Billing Fees - Collect billing fees shall be defined as fees charged to the called parties for processing a collect call on a LEC telephone bill or obtaining a hard copy bill of a direct bill account. The collect billing fee shall not be applied on a per-call basis. All collect billing fees must be approved by County and are subject to liquidated damages as specified in this Agreement.
- 2.7. A call is deemed complete, and considered part of Gross Revenue (as described above), when a connection is made between the inmate and the called party, whether such connection is established by positive acceptance or by live or automated machine pick-up (e.g. when the ITS considers a tone from an answering machine, voicemail as acceptance). The call shall be deemed complete and eligible for revenue share regardless if Contractor can bill or collect revenue on the call.
- 2.8. Contractor agrees that it is entirely responsible for calculating, collecting and remitting all fees and taxes, including sales tax where applicable, on all services and items provided to the inmates, including but not limited to any and all taxes as applicable for the ITS services such as collect, debit, pre-paid and any other calls.
- 2.9. Contractor may, upon request from County, utilize the onsite commissary provider to distribute and charge for inmate telephone services, provided there is a written agreement regarding the form and manner of how the associated taxes are to be collected and remitted. In the event the commissary provider collects and remits taxes for inmate telephone services, Contractor is solely responsible for obtaining a resale certificate from the commissary provider. Contractor is responsible for obtaining all proper documentation from the commissary provider. Contractor's agreement with the commissary provider must address the requirements set forth in this section.
- 2.10. Revenue share for debit calls shall be based upon total Gross Revenues (as defined above) generated from debit call purchase or usage and is payable as described in this **Attachment 1, Section 2 (ITS Revenue Share, Payment and Reporting)**. Contractor will invoice County on a monthly basis for all funding amounts transferred from facility trust/commissary accounts to Securus Debit accounts. The invoice will be due and payable upon receipt.
- 2.11. Payments and reports for ITS are due to County on or before the twenty-fifth (25th) day of the month following the traffic month.
- 2.12. Contractor shall provide monthly revenue share/cost recoupment payments and traffic detail reports to County via these methods:
 - 2.12.1. County requests that all payments be sent via wire transfer; and

- 2.12.2. County requires that the traffic detail reports be sent electronically in Comma Separated Values (CSV) format.
- 2.13. Traffic detail reports shall include a detailed breakdown of all ITS activity, including but not limited to all collect, pre-paid and debit calls for each inmate telephone at the Facility: Facility Name; Facility Identification Number/Agency Identification Number; Automatic Number Provider; Inmate Telephone Station Port/Identifier; Inmate Telephone Location Name; Local Calls, Minutes, Gross Revenue (Per Inmate Telephone); Intralata/Intrastate Calls, Minutes, Gross Revenue (Per Inmate Telephone); Interlata/Intrastate Calls, Minutes, Gross Revenue (Per Inmate Telephone); Intralata/Interstate Calls, Minutes, Gross Revenue (Per Inmate Telephone); Interlata/Interstate Calls, Minutes, Gross Revenue (Per Inmate Telephone); Domestic International Calls, Minutes, Gross Revenue (Per Inmate Telephone); International Calls, Minutes, Gross Revenue (Per Inmate Telephone); Total Calls, Minutes, Gross Revenue (Per Inmate Telephone); and Traffic Period and Dates.
- 2.14. Contractor shall provide daily raw Call Detail Records (CDRs) the next business day following the day of traffic and monthly billing files to County no later than the twenty-fifth (25th) day of the month following the traffic month.
- 2.15. The daily raw CDRs shall contain all calls (both attempted and completed) which originate from the Facility for each day and each time of the day for the period said raw CDRs are requested. The raw CDRs shall contain the unedited data including all fields and all field content which is legally permitted to be released. The CDRs shall be accompanied with a complete file map and complete file legend. The raw CDRs shall include (without limitation) the following fields: Facility Name; Agency Identification Number; From ANI; From City; From State; To City; To State; Station Port/Identifier; Phone Name or Location; Inmate Name; Inmate Identification Number; Personal Identification Number; Revenue Period; Call Start (yyymmdd; mmss); Call End (yyymmdd; mmss); Seconds; Call Type (e.g. local, etc.); Bill Type (e.g. free, collect, etc.); Call Cost; Tax; Termination Reason; LIDB Status/Code; and Completion/Accept Indicator.
- 2.16. Contractor shall provide a miscellaneous charges/fees report which shall include a breakdown of all charges and fees applied to (without limitation) ITS calls and shared inmate communication services funding accounts from the Facility covered under the RFP and subsequent Agreement, including but not limited to: Facility Identification Number; Date; To ANI; Billed Account; Transaction Type; Bill Type; Fee Type; Instance Type; and Fee Amount.
- 2.17. Revenue share payments, usage detail reports, or reports not containing the required fields, received by County after the date specified above are subject to liquidated damages as specified in this Agreement.

3. VVS REVENUE SHARE, PAYMENT AND REPORTING

- 3.1. VVS Gross Revenue consists of all compensation, earning, gain, income, generated revenue, payment, proceeds or receipts paid to or received by Contractor and in any way connected to the provision of video visitation service pursuant to this Agreement. Gross Revenue includes, by way of example and not limitation, the following: all costs, charges, and fees added to the total cost to visitors or inmates for the completion/scheduling of all remote video visitation sessions, or any other compensation received by Contractor for the completion of all remote video visitation sessions.
- 3.2. Notwithstanding the foregoing, Gross Revenue does not include the following items:
- 3.2.1. A "Free" video visitation session defined as a video visitation session not generating any revenue or compensation for Contractor. Approved video visitation sessions included on the free video visitation list shall not generate any revenue or compensation for Contractor and shall not be eligible for revenue share to County. Only those visitors or inmates designated by County to process free video visitation sessions shall be marked as "Free" in the VVS and designated as such in the VVS detail records. In the event Contractor collects any revenue or compensation, notwithstanding the source, from any third party related to a completed/scheduled video visitation session, such amounts shall be included in Gross Revenue and eligible for revenue share to County.
- 3.2.2. Required charges and taxes that are intended to be paid by the visitor or inmate and then remitted 100% by the billing party to the appropriate governmental agency.
- 3.3. If Contractor receives revenue or compensation, notwithstanding the source, from any third party related to a completed video visitation session between an inmate and a visitor, such revenue shall be included in Gross Revenue and revenue share shall be payable to County.

- 3.4. Any additional fees to be charged to inmates or visitors for video visitation sessions from the Facility must be approved by County prior to implementation. County and Contractor shall mutually agree on the method of revenue share due to County associated with the additional charges/fees.
- 3.5. County shall notify Contractor of any unapproved fees and/or charges associated with the VVS of which County becomes aware. Unapproved fees and/or charges are subject to liquidated damages as specified in this Agreement.
- 3.6. Should County and Contractor mutually agree that the charges/fees are to be discontinued, Contractor shall refund each visitor or inmate for the unapproved charges/fees from the date the charges/fees were implemented until the date the charges/fees were discontinued.
- 3.7. A video visitation session is deemed complete and considered part of Gross Revenue (as described above), when the video visitation session is scheduled and a connection is made by both parties.
- 3.8. Payments and reports for video visitation sessions are due to County on or before the twenty-fifth (25th) day of the month following the activity/session month.
- 3.9. Contractor shall provide monthly video visitation detail records, in CSV format, which shall include a detailed breakdown of activity for all video visitation sessions, including but not limited to: Facility Name; Facility Identification Number/Site Identification Number; VVS Station Identifier; VVS Station Location Name; Onsite Video Visitation Sessions, Minutes (Per VVS Station); Free Video Visitation Sessions, Minutes (Per VVS Station); Facility to Facility Video Visitation Sessions, Minutes and Gross Revenue (Per VVS Station); Revenue Share (Per VVS Station); Total Video Visitation Sessions, Minutes and Gross Revenue; Credited Video Visitation Sessions (Per VVS Station); Credited Revenue (Per VVS Station); and Traffic Period and Dates.
- 3.10. Revenue share payments, usage detail reports, or reports not containing the required fields, received by County after the date specified above are subject to liquidated damages as specified in this Agreement.

4. TABLET REVENUE SHARE, PAYMENT AND REPORTING

- 4.1. Gross Revenue generated by and through the Tablet solution consists of all compensation, earning, gain, income, generated revenue, payment, proceeds or receipts paid to or received by Contractor in any way connected to the provision of Tablets pursuant to this Agreement. Gross Revenue includes, by way of example and not limitation, all of the following: all per minute fees, application charges, equipment costs and any additional fees/charges generated by the accessibility of Tablets and all additional fees charged to the end-user or inmate and any other compensation received by Contractor.
- 4.2. Contractor shall absorb all costs of providing Tablets including the provision of support, maintenance, necessary hardware, software, bandwidth, wiring, infrastructure, fee collection and accounting.
- 4.3. Notwithstanding the foregoing, Gross Revenue does not include the following items:
 - 4.3.1. A "Free" transaction or application defined as a transaction or application not generating any revenue or compensation for Contractor. Approved Tablet transactions or applications shall not generate any revenue or compensation for Contractor and shall not be eligible for revenue share to County. Only those transactions or applications designated by County as "free" shall be marked as "Free" in the Tablet solution and designated as such in the Tablet detail records. In the event Contractor collects any revenue or compensation, notwithstanding the source, from any third party related to Tablet transactions or applications, such amounts shall be included in Gross Revenue and eligible for revenue share to County;
 - 4.3.2. Required charges and taxes that are intended to be paid by the end-user or inmate and then remitted 100% by the billing party to the appropriate governmental agency.
- 4.4. If Contractor receives revenue or compensation, notwithstanding the source, from any third party related to Tablets, such revenue shall be included in Gross Revenue and Contractor shall pay a revenue share to County.
- 4.5. Any additional fees to be charged to end-users or inmates for the use of Tablets or Tablet applications at the Facility must be approved by County prior to implementation. County and Contractor shall mutually agree on the method for revenue share due County associated with the additional charges/fees.
- 4.6. County shall notify Contractor of any unapproved additional fees and/or charges associated with the use of Tablets of which County becomes aware. The unapproved fees and/or charges are subject to liquidated damages as specified in this Agreement.

- 4.7. Should County and Contractor mutually agree that the charges/fees are to be discontinued, Contractor shall refund each end-user or inmate for the unapproved charges/fees from the date the charges/fees were implemented until the date the charges/fees were discontinued.
- 4.8. Payments and reports for Tablets are due to County on or before the twenty-fifth (25th) day of the month following the month of activity.
- 4.9. Contractor shall provide monthly Tablet detail reports/records, CSV format, which shall include a detailed breakdown of the activity for all transaction types, including but not limited to, electronic messages, photos, attachments, videos, media, application usage, for each Tablet. Tablet detail records shall include, at a minimum, each of the following items for each Tablet and each transaction or application type: Facility Name; Facility Identification Number/Site Identification Number; Facility Address, Street, City, State, and Zip; Tablet Identifier (where applicable); Number to Transactions for Each Transaction Type (Per Inmate); Minutes of Usage for Each Application Type (Per Inmate); Total Transactions / Applications, Minutes of Usage, Gross Revenue and Revenue Share; and Traffic Period and Dates.

5. ELECTRONIC FUNDING REPORTING AND PAYMENTS

- 5.1. Contractor agrees that all deposited funds during a weekly period (Monday – Sunday) will be initiated via ACH to County's banking institution within two banking days of Vendor's receipt of said funds and at no cost to County.
- 5.2. Every Tuesday, Contractor shall provide to County a detailed weekly ACH reconciliation report that includes all credit and debit card and cash transactions deposited into County's bank account for the preceding week (Monday-Sunday) for all electronic funding events.
- 5.3. Payments and monthly transaction reports for electronic funding transactions are due to County on or before the twenty-fifth (25th) day of the month following the activity/session month.
- 5.4. Contractor shall provide monthly electronic funding detail reports/records, CSV format, which shall include a detailed breakdown of the activity for all transactions by funding type. Funding detail records shall include, at a minimum, each of the following items for electronic funding: Facility Name; Facility Identification Number / Site Identification Number; Facility Address, Street, City, State, and Zip; Kiosk Identifier (Where Applicable); Transaction Type (cash, credit, etc.); Number of Transactions for Each Transaction Type; Inmate Name; Inmate Identification Number; End User Name; End User Address (if captured); End User Email (if captured); Revenue Share Rate (if applicable); Total Revenue Share (if applicable); Total Transactions, Deposit Amounts, and Revenue Share (if applicable); and Traffic Period and Dates.
- 5.5. Contractor agrees to charge the required fees specified in **Attachment 4 (Rates, Fees and Revenue Share)** and must be in compliance with California state laws and applicable regulations.

6. RATE REQUIREMENTS

- 6.1. Before any new rate increases or decreases are implemented for any of the inmate communication and funding services required in this Agreement, Contractor must submit a written request to receive approval from County. County will respond in writing to Contractor's request. Unapproved adjustments implemented without the prior written approval from County are subject to liquidated damages as specified in this Agreement. In the event Contractor increases the rates or fees for any of the inmate communication services required in this Agreement without the prior written approved of County, Contractor must issue refunds to all overcharged end-users, visitors or inmates within five (5) business days; a list of the issued credits must be provided to County as documentation. County will not issue a refund of revenue share for unapproved rate increases. Contractor will implement any rate adjustments for any and all inmate communication services requested by County within ten (10) calendar days of said request, subject to regulatory approval, as applicable.
- 6.2. Contractor's ITS shall rate all calls to U.S. Territories including but not limited to: Puerto Rico, U.S. Virgin Islands, Guam, American Samoa and Saipan/Mariana Islands as Domestic International which shall mirror Interstate rates. Calls to all other countries shall be rated as International. The calling rates for Interstate/Domestic International and International are specified in **Attachment 4 (Rates, Fees and Revenue Share)**.
- 6.3. Contractor shall calculate the raw duration of each inmate telephone call, video visitation session and Tablet usage (if applicable) in seconds based on the time the call is accepted, video visitation session is completed or Tablet usage begins and the time the call, session or usage is terminated by the ITS, VVS or Tablets respectively.

For calls, video visitation sessions or Tablet usage where the duration is at least ten (10) seconds, the duration, in seconds, shall be rounded up to the next whole minute increment and shall be converted from rounded seconds to minutes before the rates are applied.

- 6.4. During the rating process, Contractor shall round up the raw calculated amount to the nearest hundredth decimal place using normal accounting practices.

II. USER BILLING AND PAYMENTS

1. PRE-PAID & DEBIT APPLICATIONS

- 1.1. The pre-paid and/or debit application shall allow for pre-payment for a specific end-user, visitor, telephone number or an inmate.
- 1.2. County requires that Contractor issue refunds to end-users/inmates of any inmate communication services for any pre-paid/debit funds remaining in any pre-paid/debit account upon request whether the account is active or inactive. Should an account be deactivated by Contractor and the end-user requests to reactivate the account and utilize inmate communication services from inmates at the Facility, the funds shall be made available to the end-user by Contractor. No fees shall be charged to the end-user for refunds or reactivation of funds associated with a pre-paid account.
- 1.3. Should Contractor adjust the rates in order to complete a call, Contractor may incur liquidated damages as specified in this Agreement. County shall notify Contractor of any approved adjustments in the rates of which County becomes aware.
- 1.4. Contractor shall not prevent the completion of a pre-paid collect call if the end-user's pre-paid collect balance is less than the average cost of a call or visit (regardless of call type) from the Facility.
- 1.5. The pre-paid and/or debit application shall be internal to Contractor's ITS, VVS or Tablet.
- 1.6. Contractor shall provide the inmate with the balance of the pre-paid or debit account at the time of the call or Tablet application.
- 1.7. The ITS and VVS shall provide the called party with the balance of their pre-paid collect account at the time of the call or scheduling of a video visitation session, as applicable.
- 1.8. The pre-paid and/or debit application shall allow international calls.
- 1.9. Contractor shall be capable of configuring pre-paid cards for use outside of the Facility.
- 1.10. Contractor shall supply, at County's request, signage, brochures, flyers regarding the ITS, VVS and Tablets and/or Contractor's pre-paid and debit programs at no cost to County.

2. PAYMENTS FOR VVS SESSIONS

- 2.1. Contractor shall refund all visitation fees if the video visitation session is dropped due to Contractor related issues.
- 2.2. Contractor shall provide an option for an itemized receipt for all transactions, charges and fees for all video visitation sessions.

3. TABLET CHARGES

- 3.1. To complete the reporting and revenue share process outlined in **Attachment 1, Section 4 (Tablet Revenue Share, Payment and Reporting)**, Contractor shall, by the fifth (5th) day of the month following the traffic month, submit an inmate transaction fee invoice to County for payment by County. The invoice shall contain all transaction fees for Tablet applications and usage collected by County from the inmates for Tablet applications and usage associated with Contractor's Tablet solution at the Facility for the previous calendar month. In no case shall County be independently responsible for payment of transaction fees not collected previously from inmates.

4. PROPOSER RETENTION OF END-USER ACCOUNT INFORMATION

- 4.1. For the purpose of aiding in investigations the Contractor must retain ITS, VVS, Tablet, electronic funding and other required technology account information pertaining to an end-user's pre-paid collect, direct bill, and similar accounts for a period of two (2) years after the expiration/termination of the Agreement. The information shall include, but not be limited to, the end-user's billing name, address and telephone number.

- 4.2. The County shall have access to such account information upon request, to the extent permissible by law.

III. CUSTOMER SERVICE

1. MAINTENANCE

- 1.1. Contractor shall respond to ITS, VVS, Tablet, electronic funding and other required technology repair requests from County by arriving at the site promptly after reasonable notice has been given on a twenty-four (24) hours a day, seven (7) days a week, three-hundred sixty-five (365) days a year basis.
- 1.2. Repairs or replacement of nonworking or damaged equipment or software shall be started by a qualified technician as outlined in **Attachment 5 – Service Escalation Matrix**.
- 1.3. Contractor must exhibit to County a best effort approach to the completion of the repairs or replacement during the first twenty-four (24) hours following notification of a problem.
- 1.4. County shall be notified of progress and/or delays in progress until the problems are resolved.
- 1.5. Contractor shall notify County any time a technician will be dispatched to the Facility and prior to the technician's arrival.
- 1.6. Contractor shall be responsible for resolving any reported repairs or replacements within ten (10) days following the date of notification of a service request or inmate communication service failure ("Cure Period"). Should Contractor fail to resolve the reported repair or replacement within the specified Cure Period, Contractor may be liable for liquidated damages as specified in this Agreement. Additionally, County may cancel the Agreement with Contractor if Contractor has not cured a service problem within the Cure Period.
- 1.7. Each party shall report to the other party any misuse, destruction, damage, or vandalism. Contractor will assume liability for any and all such damages.
- 1.8. All operation, maintenance and repair issues regarding the ITS, VVS, Tablet, electronic funding and other required technology services shall be reported by Contractor to County promptly.
- 1.9. Contractor shall be responsible for all maintaining and properly securing all tools and keys associated with the ITS, VVS, Tablet, electronic funding and other required technology.
- 1.10. Contractor shall provide County with ITS, VVS, Tablet, electronic funding and other required technology software upgrades as they become available. All upgrades must be provided to County at no additional cost.

IV. GENERAL INSTALLATION REQUIREMENTS

1. STANDARDS

- 1.1. Inmate telephone services are to be provided and shall comply with all applicable Federal Communication or California Title 15 regulations relating to inmate communication services in correctional Facility.
- 1.2. Contractor shall comply with all applicable laws, rules, regulations, and orders of any authorized agency, commission, unit of the federal government, or state, county, or municipal government.

2. IMPLEMENTATION

- 2.1. Initial installations for the ITS must be completed within sixty (60) days of the execution of the Agreement between County and the selected Contractor. Implementation plan(s) will become a part of the Agreement and must be followed.
- 2.2. Initial installations for the Tablets and VVS must be completed within ninety (90) days of the execution of the Agreement between County and the selected Contractor. Implementation plan(s) will become a part of the Agreement and must be followed.
- 2.3. Initial installations for electronic funding must be completed within sixty (60) days of the execution of the Agreement between County and the selected Contractor. Implementation plan(s) will become a part of the Agreement and must be followed.
- 2.4. Contractor shall provide the required portable cell phone detection devices within thirty (30) days of the execution of the Agreement between County and the selected Contractor.
- 2.5. For the initial installation, Contractor will work with County and the incumbent inmate communication services provider to ensure an orderly transition of services, responsibilities and continuity of the services required by County.

- 2.6. Contractor will work with the incumbent inmate communication services provider to transfer inmate data, such as attorney phone numbers and all numbers flagged as privileged, private or do not record, from the incumbent's ITS to the Contractor's ITS. If as a result, the data is improperly transferred or configured by the Contractor and an attorney call/visitation session is recorded, Contractor may be liable for liquidated damages as specified in this Agreement.

3. INTEGRATION REQUIREMENTS

- 3.1. All inmate communication services provided by Contractor shall be capable of interfacing with current and future commissary and JMS providers for the provision of the required services. The JMS and commissary contact information is provided in **Attachment 3 (Facility Specifications)**.
- 3.2. It is the Contractor's responsibility to contact the providers, establish a working business relationship and identify the requirements necessary to interface with the JMS and commissary to ensure Contractor will be able to meet the integration requirements listed below with the initial implementation timelines specified in this Agreement.
- 3.3. Contractor shall establish an interface with County's current and any future JMS to allow inmate PINs to be automatically transferred to the ITS. If so required by the County, Contractor shall have the capability to configure inmates to use the same PIN on all inmate communication services including but not limited to the VVS, Tablets, and other required technologies.
- 3.4. Contractor shall establish an interface with County's current and future commissary and/or JMS provider to allow end users to deposit funds into an inmate's trust account. The interface shall be near/real time as directed by County.
- 3.5. Contractor shall establish an interface with County's current and future commissary and/or JMS provider to allow inmates to transfer funds from their trust account for debit, remote video visitation sessions and Tablet services (inclusive of electronic messaging). The interface shall allow funds to be returned to the inmate's trust account at the time of inmate's release. The interface shall be near/real time as directed by County.
- 3.6. County shall not be responsible for paying any amount associated with the required interfaces with current or future JMS or Commissary system providers.

4. TRANSITION REQUIREMENTS

- 4.1. Upon expiration, termination, or cancellation of the Agreement, Contractor shall accept the direction of County to ensure all inmate communication services are smoothly transitioned. At a minimum, the following shall apply:
 - 4.1.1. After expiration, cancellation or termination of the Agreement, Contractor shall provide remote access to all CDRs, call and visitation recordings, video recordings, Tablet records, invoices, electronic funding transactions, education credits, documentation, reports, and data contained in the inmate communication systems. Remote access shall be provided for a minimum of two (2) years after the expiration, termination or cancellation of the Agreement. In the event Contractor is unable to provide remote access, Contractor shall supply two (2) new workstations which shall become property of County to meet this requirement. The provision of remote access or workstations shall be at no cost to County.
 - 4.1.2. Contractor shall discontinue providing service or accepting new assignments under the terms of the Agreement, on the date specified by County. Contractor agrees to continue providing all services in accordance with the terms and conditions, requirements and specifications of the Agreement for a period not to exceed ninety (90) calendar days after the expiration, termination or cancellation date of the Agreement. Revenue share/cost recoupment payments will be due and payable by Contractor to County at the percentage provided in the Agreement until inmate communication services are no longer handled by Contractor.
- 4.2. Contractor agrees to remove its equipment at the conclusion of the Agreement in a manner that will allow the reuse of wiring/cabling associated with all inmate communication services.

5. GENERAL INSTALLATION REQUIREMENTS

- 5.1. Contractor shall be responsible for all costs associated with the installation of the inmate communication services including but not limited to ITS, VVS, Tablets, electronic funding and other required technology which shall include but not be limited to, the necessary labor, parts, materials, transportation, purchase of equipment,

wiring, new electrical circuits, cables, installation, service, maintenance, voice network and transmission, data network, and day-to-day operation to maintain all system components in good working order and in compliance with the equipment manufacturer's specifications.

- 5.2. Contractor shall install the quantity of inmate telephones, standard visitation telephones, video visitation stations, Tablets and other required technology detailed in **Attachment 3 (Facility Specifications)**.
- 5.3. Contractor shall install a separate, dedicated network to accommodate all inmate communication services. Contractor's inmate communication services shall not be configured to reside on or use the County's network.
- 5.4. Contractor shall install/mount all inmate communication services equipment in accordance with the County's requirements.
- 5.5. Use of existing conduit, raceways, cable, wiring, switches, circuits, and terminals within the Facility is at the risk of Contractor. Exposed wiring is not permitted. Ownership of any wiring or conduit installed under the Agreement by Contractor becomes the County's property upon termination and/or expiration of the Agreement.
- 5.6. Contractor agrees that if any cabling work is required as part of any installation, all new cables shall be used and marked clearly and legibly at both ends, and meet all applicable wiring standards for commercial buildings and must be approved by the Facility maintenance personnel.
- 5.7. Contractor agrees that if any cabling work is required as part of any installation, all new cables shall be used and marked clearly and legibly at both ends, and meet all applicable wiring standards for commercial buildings and must be approved by the Facility maintenance personnel.
- 5.8. Contractor shall be responsible for installing all new wiring, cabling and network circuits at no cost to the County to support the provision of the outlined inmate communication services at no cost to the County.
- 5.9. Contractor agrees to obtain the County's written approval before making any physical changes to the Facility, such as drilling into walls, floors, ceilings or any other portion of the Facility. This includes existing, newly constructed and/or expanded Facility.
- 5.10. Contractor shall provide, install, maintain, replace and upgrade adequate surge and lightening protection equipment to protect all lines, circuits and equipment used for the inmate communication services.
- 5.11. Contractor shall provide, install, maintain, replace and upgrade an Uninterruptible Power Supply (UPS) back-up power for the inmate communication services to ensure there is no loss of call, video or transaction processing and data storage in the event of a power failure.
- 5.12. A separate power supply shall not be required for the individual inmate communication services components (e.g. phones, VVS terminals, Wi-Fi hotspots, kiosks). A primary power source will be made available by County for the inmate communication services.
- 5.13. Installation of all cabling, telephones, video visitation stations, Tablets, and related equipment shall be accomplished during normal business hours at the Facility or as otherwise specified by the Facility.
- 5.14. Contractor shall install, repair, and maintain all Contractor-provided equipment, including but not limited to, any wiring or cable work required from the demarcation throughout the Facility. All Contractor-provided equipment, installation, maintenance, repair costs, and all costs or losses due to vandalism shall be the total responsibility of the Contractor.
- 5.15. Contractor shall clean-up and remove all trash and packaging materials resulting from work performed. Unless otherwise specified by the County, no equipment, inventory or spare parts shall be stored by Contractor at the Facility.
- 5.16. Contractor shall correct any damage to the County's property caused by maintenance or installation associated with the inmate communication services, including repairs to walls and ceilings.
- 5.17. Contractor shall provide written documentation indicating that all circuits and network have been tested and all cables, pairs, fiber strands, blocks are legibly marked after the completion of each installation associated with the inmate communication services.

6. SECURITY

- 6.1. All Contractor employees shall obtain, at Contractor's cost, the appropriate personnel background security clearance prior to arrival at the Facility.
- 6.2. All Contractor employees will comply with County's policies and procedures.
- 6.3. Entry to the Facility is subject to the approval of Facility Administration.

7. TRAINING

- 7.1. Contractor shall provide onsite training for each inmate communication service and additional required technologies to the County's staff. Additional training (onsite or via the web) shall be provided to new staff at no cost to the County. Training manuals shall be provided to the County's staff at all training meetings and will become the property of the County. At County's request, Contractor shall provide a downloadable version of all user manuals and training materials.
- 7.2. When requested by the County, informational pamphlets shall be available to inmates and end-users and shall describe the applicable features and functionalities of each inmate communication service.
- 7.3. Contractor will also provide full documentation for all inmate communication services features and documentation for any and all added technology features that result from this RFP and Agreement.

8. UPGRADES AND PERFORMANCE PROCESS

- 8.1. Contractor shall provide the County with written notice, including detailed information, of any new service software upgrades or additional features to be added to either system, within thirty (30) days of the introduction of the new software or features into the industry.
- 8.2. Contractor shall provide the County with inmate communication services software upgrades as they become available. All upgrades must be within one (1) release of the newest operating system and provided to County at no additional cost.
- 8.3. Contractor shall adhere to the following performance process when upgrading the ITS, VVS and Tablet, electronic funding software, equipment, or performing any changes to either system at the Facility. Any deviation from this process may result in liquidated damages incurred by Contractor as described in this Agreement.
- 8.4. Contractor shall perform extensive testing on all system changes or upgrades to any of the inmate communication services, prior to introducing them to the County. At a minimum, this shall include the following: Circuit/network testing; Configuration/setting preservation testing; ITS: call processing, debit/pre-paid availability, international calling and incoming/outgoing voicemail if applicable; VVS: video visitation session quality and scheduling application; Tablets: access to all transactions, applications and applicable purchase processes; electronic funding: access to all transactions, reporting, and transaction/interfaces testing; and access to all inmate communication service user applications.
- 8.5. Contractor shall provide the County with written details regarding any change to voice prompts, dialing or video visitation procedures or processes impacting inmates and end-users/visitors.
- 8.6. Contractor shall receive written permission from the County, before scheduling or proceeding with any functionality changes to the inmate communication services at the Facility, especially if the changes will cause an interruption in service.
- 8.7. County, at its option, shall have a minimum of two (2) weeks to notify inmates at the Facility of any inmate communication services changes that affect the inmates or end-users/visitors.
- 8.8. Contractor shall work with the Facility to schedule all changes and/or upgrades during a time when the inmate communication services are not being used regularly by the inmates. Contractor shall coordinate a convenient time and day with the County to implement the changes or upgrades to avoid an interruption in service.
- 8.9. At the request of County, Contractor shall coordinate the presence of a technician at the Facility on the day of implementation to place test calls, video visitation sessions, Tablet and electronic funding transactions and ensure all inmate communication services are functioning properly.
- 8.10. All said changes shall be made by Contractor at no cost to the County.

V. ITS REQUIREMENTS

1. ITS SPECIFIC INSTALLATION REQUIREMENTS

- 1.1. All telephone equipment provided shall be fully operational at the time of the initial installation.
- 1.2. The telephone sets shall be suitable for a correctional environment, stainless steel, sturdy, non-coin, vandal and tamper resistant; the cord length for the inmate and visitation telephones is specified in **Attachment 3 (Facility Specifications)**.

- 1.3. Contractor shall install all new telephone equipment. The telephones must not contain any exterior removable parts. All telephone sets shall include volume control.
- 1.4. Contractor shall place placards containing dialing instructions in English, Spanish and Braille on each telephone. Placards shall be replaced each time an inmate telephone set is replaced.
- 1.5. At no cost to the County, Contractor shall install additional telephones (inmate and visitation), monitoring and recording equipment as needed, within thirty (30) days of request. This includes newly constructed or expanded buildings and Facility.
- 1.6. If the installation of the additional telephones (inmate and visitation) is not completed within thirty (30) days, Contractor may incur liquidated damages as described in this Agreement.
- 1.7. County requires the ITS be fully installed and configured over fiber connectivity and shall not require the use of copper.

2. ITS AND USER APPLICATION SPECIFICATIONS

- 2.1. The ITS shall be capable of providing all operational features and system requirements applicable to all calls placed through the ITS, including local, long distance, international calling and voicemail messages.
- 2.2. The ITS shall be configured to process all or any combination of the following bill types, without limitation; collect, free, pre-paid collect, pre-paid card, debit, voicemail messages and/or speed dial.
- 2.3. Contractor shall provide a sufficient number of bandwidth ensure inmates are allowed to place calls 99.9% of the time. County reserves the right to require Contractor to revise its configuration to County's reasonable satisfaction to resolve any inmate complaints of reception degradation or unavailable service which arise as a result of Contractor's ITS configuration. Such changes shall be completed by Contractor at no cost to County.
- 2.4. At County's request, Contractor shall provide a report documenting the completion ratio on a monthly basis or other frequency designated by County.
- 2.5. The reception quality shall meet telecommunication industry standards and shall be at least equal to the quality available to the general public. Contractor shall accept County's reasonable decision regarding whether the reception quality is acceptable.
- 2.6. Call acceptance by the called party shall be accomplished for all calls through Dual-Tone Multi-Frequency (DTMF) confirmation ("positive acceptance"). Voice recognition is not an acceptable method for positive acceptance.
- 2.7. The ITS shall be capable of recognizing and distinguishing standard or irregular busy signals, standard or irregular ringing signals, answering machines, voicemail, cellular telephones, ring-back tones, chain dialing.
- 2.8. The ITS shall be configured to monitor the switch hook on the inmate telephone sets. If the switch hook is pushed down or moved from its idle position, the call must be disconnected immediately and the call prompts must come on to prevent fraud or unauthorized dialing. Contractor must assume all responsibility for fraud or unauthorized dialing occurring as a result of the ITS failing to meet this requirement.
- 2.9. With each call, the ITS must provide an automated message to advise the called party that: The call is coming from a correctional facility; The call is coming from a specific inmate; and The call may be monitored and recorded.
- 2.10. With each call, the ITS shall clearly identify the type of call being placed to the called party: collect, pre-paid, free. This recording must be free of any charges.
- 2.11. The ITS shall be able to accommodate any of the following options for recording and playback of an inmate's name to the called party:
 - 2.11.1. The inmate may record a name each time a call is placed. County requires no more than two (2) seconds be allowed for the inmate to record a name; this setting shall be configurable in the ITS;
 - 2.11.2. The inmate may record a name only once (with the first call attempted); the recorded name will be stored in the ITS and shall be played back with all subsequent call attempts. County requires no more than two (2) seconds be allowed for the inmate to record a name; this setting shall be configurable in the ITS; or
 - 2.11.3. No name is recorded. If County selects this option, the announcement to the called party should not include silence or an interruption where the name recording would normally be included.

- 2.12. For calls that are not completed, the ITS shall play a recorded message to the inmate detailing why the call was not completed. County reserves the right to request Contractor to modify/revise the recordings at any time during the Agreement at no cost to County and within thirty (30) days of the request.
- 2.13. ITS shall allow inmates to make unlimited free local or in-state long distance telephone calls from the intake/booking inmate telephones at Facility while in the booking/intake area. Once the inmate is moved to a housing unit the ITS shall process all subsequent calls from the inmate as collect, pre-paid or debit unless the telephone number is configured as free in the ITS.
- 2.14. Following the dialing sequence, Contractor shall indicate whether the ITS can be configured to either: allow inmates to remain muted while still being able to hear the call progress (ex: ringing on the line, voicemail pick-up); or place the inmate on-hold and not permit the inmate to hear the call progress.
- 2.15. In no event shall the inmate be allowed to communicate with the called party until the call is positively accepted.
- 2.16. The ITS user application shall allow the following search criteria and filters (without limitation) to be applied to the CDR queries. Contractor will provide the following search criteria: Inmate Name (First, Last); Inmate Personal Identification Number; Record Identifier; Date Range (Start Date/Time and End Date/Time); Facility; Called Number; Originating Number; Station Name; Call Type; Bill Type; Duration; Call Amount; Flagged Calls; Monitored Calls; Recording Type; Completion Type; Termination Type; Validation Result; Phone Group(s); and Custom Search.
- 2.17. At a minimum, the ITS user application shall be equipped to generate the following standard reports in addition to the CDRs: Call Statistics by Date Range; Frequently Called Numbers; Frequently Used Personal Identification Numbers; Commonly Called Number; Call Detail Report; Gross Revenue Report by Date Range; Facility Totals and Statistics; Called Party/Number Accepting Report; Fraud/Velocity Report; Total Calls; Personal Allowable Numbers (PAN) Report; Debit Usage Report; Debit Balance and Funding Report; Pre-Paid Card Balance Report; Bill and Call Type Distribution; Phone Usage; Reverse Look-Up; and User Audit Trail.
- 2.18. Contractor shall provide the County with the capability to search, query and export end-user pre-paid account information for investigative purposes. County shall be capable of validating account holder status, number of pre-paid deposits and associated amounts, generating reports identifying, at a minimum, associated telephone numbers, method of payment, inmates from which calls are accepted, the number of completed calls with an associated date and time, any pre-paid funding fees and other applied charges and taxes.
- 2.19. The ITS shall have the capability to customize reports in a form mutually agreed upon by County and Contractor.
- 2.20. Contractor's ITS user application shall at a minimum allow: report generation to include the reports listed above; the creation, modification and deactivation of user accounts; the creation, modification and deactivation of inmate accounts; the creation and modification of telephone numbers in the ITS including entry of free and privileged telephone numbers without the assistance of Contractor; assignment of inmates or an inmate type to an agency, inmate telephone or a group of inmate telephones; locating and accessing a specific recording by utilizing a unique recording/call identifier; block/unblock telephone numbers without the assistance of Contractor; configure an alert that will detect and prohibit a call made to a restricted number, a call using a restricted Personal Identification Number, or a call made from a restricted telephone; program a specific speed dial code to selected telephone numbers as determined by County and at no cost to County and without the assistance of Contractor; and query the CDRs for inmate activities and calling patterns, including the provision of reverse look-up at no cost to County. The reverse look-up feature shall include, at a minimum, the end-user's name and billing address for all collect and pre-paid calls.
- 2.21. The ITS shall have the capability to allow County to create, view and track service tickets associated with the ITS or Facility.
- 2.22. Contractor shall ensure continuous diagnostics and supervision for call processing and call recording. Contractor shall be capable of performing remote diagnostics to the ITS to determine if a problem exists with the telephone, station port, channel, line.
- 2.23. The ITS shall comply with the Americans with Disabilities Act (ADA) requirements including, but not limited to, providing telephones which are accessible to persons in wheelchairs and providing devices that are compatible with Telephone Devices for the Deaf (TDD) and Video Relay Services (VRS) and meet these requirements: Contractor shall provide the number of TDD telephones and ports and VRS units specified in **Attachment 3 (Facility Specifications)** and TDD telephones shall be able to work with the ITS at the Facility.
- 2.24. The ITS must offer the called party an option to receive a rate quote during the call acceptance process.

- 2.25. The ITS shall be able to accommodate pro-bono calls to consulates for all countries which may be required for ICE detainees. This option, when requested by County, shall be provided at no cost to County. Contractor shall accept County's direction for how pro bono calling services are configured via the ITS.
- 2.26. Contractor shall be able to establish an informant line at no cost to County. Calls to the informant line shall be free and shall be routed via the ITS to a destination designated by County. Contractor shall accept County's direction for how the informant line is configured through the ITS.
- 2.27. Contractor shall work with County to implement a reporting line which complies with the Prison Rape Elimination Act (PREA) of 2003. Contractor shall accept County's direction for how the reporting line is configured through the ITS. At a minimum, Contractor shall route free calls via the ITS to a destination provided and designated by County, which may be the same as that used for the County informant line. At no cost to County, provide a telephone line to County dedicated for PREA calls to which the calls will be routed as free. Contractor shall have the capability to allow County to maintain the same telephone number currently in place at the Facility and/or utilize any telephone number specified by the County.
- 2.28. In the event of a natural disaster or similar event (i.e. COVID-19), as deemed necessary by County, County may require Contractor to provide two (2) free calls per week. The calls shall be free to the inmate, end-user and County and for a period determined by County. In the event County requests free calls, the parties shall evaluate the impact to the Gross Revenue, if any. All requests for written transactions shall be documented in writing and approved by County.

3. ITS SECURITY FEATURES

- 3.1. The ITS shall prohibit direct-dialed calls inclusive of the following types; access to a live operator for any type of calls; access to "411" information services; access to 800, 866, 888, 877, 900, 911, and any other 800 or 900 type services; and access to multiple long distance carriers via 950, 800 and 10 10-XXX numbers.
- 3.2. The ITS shall prevent call collision or conference calling among telephone stations.
- 3.3. The ITS shall be able to shut down and/or disable an individual telephone or telephone group(s) quickly and selectively without affecting other telephones or telephone group(s). County must be able to shut down the ITS via a workstation, the ITS user application and/or by cut-off switches at several locations including, but not limited to: at demarcation location; central control; and by select housing units.
- 3.4. The ITS shall not accept any incoming calls. Contractor shall work with the LEC to ensure such control.
- 3.5. The ITS, upon detection of a three-way call, forwarded call, conference call shall be able to flag and/or terminate the call immediately. These calls shall be flagged in the CDRs as such.
- 3.6. The ITS shall allow the called party to block their telephone number during the call acceptance process.
- 3.7. As specified by County, the ITS shall have the capability to allow calls to specific numbers at specified times during the day.
- 3.8. The ITS shall be capable of limiting the length of a call, providing service at specified times of the day and allowing a maximum number of minutes or seconds per inmate, per month. The current call time limit for the Facility is specified in **Attachment 3 (Facility Specifications)**.

4. PERSONAL IDENTIFICATION NUMBER APPLICATION

- 4.1. The Personal Identification Number (PIN) application shall work with the ITS allowing inmates to use PINs to complete calls via the ITS and include all of the following features and functionalities: The capability to provide collect, pre-paid and debit, free and speed dial calling utilizing a PIN; The capability to automatically transfer inmate PINs to the ITS; The capability to receive, accept and apply alphanumeric characters in an inmate's ID; The capability of accommodating any of the following options for how PINs are received and/or generated by the ITS: JMS generates and sends to the ITS an inmate ID. The ITS stores the inmate ID and generates an additional unique identifier which is added to the inmate ID. The combination of the inmate ID and the additional unique identifier shall be the PIN; JMS generates and sends to the ITS an inmate ID along with additional inmate data. The ITS stores the inmate ID and utilizes the additional inmate data to create the complete PIN; JMS generates and sends the complete PIN to the ITS. The ITS stores the complete PIN; or The ITS, without an interface with the JMS, auto-generates the complete PIN; The ITS shall be capable of accepting a bulk data import of existing PIN information from the incumbent Contractor; and The ITS shall be capable of accepting a manually entered PIN.

- 4.2. If applicable, the interface between the JMS and ITS shall automatically update the status of the PIN in the ITS based on the inmate's status in the JMS (e.g. newly booked, transferred, released).
- 4.3. County currently utilizes a variable length PIN comprised of a 5-to-7-digit inmate ID and a unique 4-digit identifier generated by the JMS/ITS. The ITS shall be capable of accepting PINs with 9-to-11 digits. This should be the default configuration with the initial installation.
- 4.4. PINs shall not be required for booking/intake phone(s).
- 4.5. Once a PIN has been activated in the ITS, the inmate shall be allowed to place calls from any inmate telephone located at the Facility.
- 4.6. When an individual PIN is added or modified in the system, the ITS shall document the date/time and the user making the change.

5. PERSONAL ALLOWED NUMBER LISTS (PANs)

- 5.1. The ITS shall have the capability to store a list of Personal Allowed Numbers (PAN) associated with each PIN.
- 5.2. The ITS shall allow authorized users to set a universal quantity of PANs at the inmate level or override the default quantity of PANs for an inmate.
- 5.3. The quantity of approved telephone numbers within a PAN shall be configurable.
- 5.4. PANs shall allow authorized users to set a universal quantity of approved telephone numbers for each PIN.
- 5.5. The ITS shall have the capability to track PAN changes based on a frequency required by County. The ITS shall have the capability to notify the user if a PAN change is requested to be made outside of the allowed timeframe (e.g. every ninety (90) days).
- 5.6. The ITS shall document all updates, modifications and/or details for a PAN (e.g. user name, modification made, time/date stamp).
- 5.7. ITS shall be capable of storing the following information (at a minimum) for each telephone number on the PAN; telephone number, called party name, address and relationship to inmate.
- 5.8. The PAN application shall include an auto-enroll feature to avoid manual entry of PANs.

6. MONITORING AND RECORDING REQUIREMENTS

- 6.1. The ITS shall be capable of monitoring and recording all inmate calls from any telephone within the Facility unless there are restrictions that prohibit the recording and monitoring of certain calls and visitation sessions such as attorney-client privilege.
- 6.2. The ITS shall be able to exclude all restricted or privileged calls and visitation sessions and clearly designate non-recorded calls/visitation session within the ITS user application.
- 6.3. Should a phone call to a restricted or privileged attorney number be recorded, Contractor may be liable for liquidated damages as specified in this Agreement. This applies to all restricted or privileged numbers entered into Contractor's system by bulk upload or transfer from the incumbent's system as well as any attorney number entered by a Contractor employed administrator.
- 6.4. Should the privileged call recording be caused by an ITS system failure, the Contractor may be liable for liquidated damages as specified in this Agreement.
- 6.5. The ITS shall allow designated users at the Facility to play back a recorded call in progress (e.g. live monitoring) via the ITS user application.
- 6.6. The ITS shall be capable of recording calls/visitation sessions in a manner allowing designated users to isolate the inmate or the end-user side of the recording for playback.
- 6.7. The ITS shall provide simultaneous playback and continuous recording of calls and visitation sessions.
- 6.8. The live monitoring feature shall display a list of calls in progress to allow County to scan through all calls in progress or to listen to a specific call. At minimum the default view shall sort calls in chronological order. Private calls, such as attorney calls, shall be indicated as such in the display window. For the purpose of call monitoring, County requires the following ITS fields to be displayed: Call Start Time; Facility; Phone Location Name; Inmate Name; Inmate PIN; Called Number; Private/Attorney Call; Called City, State; Call Type; Bill Type; Cost; Call Status; Alert; and Duration.
- 6.9. All CDRs, including all attempted and completed calls, shall be stored online for the life of the Agreement. A copy of all CDRs shall be stored by the Contractor for a minimum period of seven (7) years following the expiration or termination of the Agreement.

- 6.10. All call recordings shall be stored online for the life of the Agreement. A copy of all recordings shall be stored by the Contractor for a period of seven (7) years following the expiration or termination of the Agreement and any renewal terms.
- 6.11. Contractor shall be responsible for supplying all storage media (CDs/DVDs, USB drives) at no cost to County throughout the life of the Agreement and any renewal terms.
- 6.12. Contractor shall provide County with the number of workstations indicated in **Attachment 3 (Facility Specifications)**. The workstations shall work in real-time with the ITS, for the purpose of monitoring, recording and reporting. The workstations shall each include a CD/DVD burner, flat screen monitor, speakers (built in or external), mouse, keyboard, data/audio burning software, laser printer and a licensed copy of Microsoft Office (or equivalent). Contractor shall upgrade Microsoft Office as new versions are released in a timely manner and at no cost to County.
- 6.13. Contractor shall provide remote access to the ITS at no cost to County. The provision of remote access shall allow County the same features and functionalities, permitted by the user's level of access, available on a Contractor-provided workstation.
- 6.14. For the term of the Agreement, County shall have access to all CDRs and recordings from all workstations and remote access computers, based on the user's access level.
- 6.15. The ITS shall provide alerts for certain calling events and, at a minimum, allow designated users to receive or be forwarded a live call/visitation session to a specified destination.
- 6.16. The ITS user application shall copy/export recordings with no loss in quality and shall be capable of placing an audio and visual date/time stamp with the recording.
- 6.17. The ITS shall be capable of emailing and copying recorded calls and visitation sessions onto a CD/DVD or other storage medium in audio or MP3/data format with tamper free capabilities.
- 6.18. The copying/burning application shall be internal to the ITS.

VI. VVS REQUIREMENTS

1. VIDEO VISITATION SERVICE

- 1.1. The VVS shall consist of hardware, firmware and software designed to enable the County to initiate, monitor, record, and retrieve video visitation sessions.
- 1.2. The VVS shall provide all operational features and system requirements applicable to all video visitation sessions placed through the VVS including inmate to general public, inmate to court, and inmate to attorney video visitation sessions.
- 1.3. County requires the VVS to complete onsite video visitation sessions at no cost to the general public or inmate.
- 1.4. County requires the VVS to provide two (2) free remote video visits per inmate, per week. After the inmate completes the two (2) free remote visits each week, additional remote visits that week shall be charged at the rates indicated in **Attachment 4 (Rates, Fees and Revenue Share)**.
- 1.5. Contractor shall adhere to The Board of State and Community Corrections (BSCC), Title 15, and Title 24 of the California Code of Regulations regarding video visitation services.
- 1.6. Contractor shall provide internet test capability to remote video visitors.
- 1.7. The VVS must be able to shut down and/or disable an individual video visitation station or group of video visitation stations quickly and selectively without affecting other video visitation stations.
- 1.8. The VVS shall be capable of differentiating onsite and remote video visitation sessions. Further, the VVS shall be capable of limiting the length of a video visitation session providing service at certain times of the day/week/month and allowing a maximum number of video visitation sessions per inmate per week or month.
- 1.9. Contractor must have the capability to provide remote access to the VVS at no additional cost. The provision of remote access shall allow the County the same features and functionalities, permitted by the user's level of access, available on a control workstation.

2. VVS SPECIFIC INSTALLATION REQUIREMENTS

- 2.1. Contractor shall provide the County the number of VVS control workstation(s) specified in **Attachment 3 (Facility Specifications)**. The workstations shall work in real-time with the VVS, for monitoring, recording and reporting. The workstation shall each include a CD/DVD burner, two (2) flat screen monitors, built-in speakers,

mouse, keyboard, data/audio burning software, laser printer and the most-recent licensed copy of Microsoft Office (or equivalent). Contractor shall also provide County the number of monitoring TVs (46" or greater) specified in **Attachment 3 (Facility Specifications)**.

- 2.2. Inmate VVS stations shall be suitable for a correctional environment, stainless steel, sturdy, vandal and tamper resistant with a shatter proof screen. Inmate VVS stations shall include the cord length requirements as those for inmate telephone sets as described in **Attachment 3 (Facility Specifications)**. The VVS stations shall not include any removable parts, and include volume control. Contractor shall install all new VVS equipment and VVS stations shall include picture-in-picture viewing.
- 2.3. Visitor VVS stations shall also be suitable for a correctional environment. County will determine the installation locations for the visitor VVS stations. Contractor shall install the number of visitor VVS stations and with the handset cord-length described in **Attachment 3 (Facility Specifications)**.
- 2.4. Upon installation of the VVS, Contractor will be responsible for providing all labor, equipment, supplies, materials, software, configuration (hardware, software, networking and bandwidth), documentation, testing and training necessary for the completion of the installation.
- 2.5. The VVS must provide high-quality audio and video while meeting the industry quality standards.
- 2.6. Upon completion of the initial installation and any ongoing installations, Contractor shall provide County with a list of inmate and visitor video visitation stations, specifications, and location of each unit.
- 2.7. Contractor shall place placards containing video visitation use instructions in English and Spanish on or near each station. Placards shall be replaced each time a VVS station is replaced.
- 2.8. Video visitation rate use flyers and/or additional video visitation related information shall be provided by Contractor upon County's request and at no cost.
- 2.9. At no cost to County, Contractor shall install additional VVS stations (inmate and visitation), including monitoring and recording equipment as needed, within thirty (30) days of request. This includes newly constructed or expanded Facilities. Should Contractor fail to provide and install the additional visitation units within thirty (30) days the Contractor may be liable for liquidated damages as described in this Agreement.

3. VVS REGISTRATION AND SCHEDULING

- 3.1. The VVS shall include a web-based scheduling application allowing visitors (public and professional) to register, schedule, fund and/or cancel onsite or remote video visitation sessions using an internet browser and internet connection.
- 3.2. The VVS shall prohibit the scheduling of video visitation sessions for any visitor who has not been approved by County following the registration process.
- 3.3. The VVS shall have the capability to allow smart phone scheduling.
- 3.4. The VVS shall allow visitors to log in using a unique visitor ID or an email address and password.
- 3.5. The VVS shall be capable of requiring the general public to acknowledge and agree to the terms and conditions associated with County's visitation policies as part of the registration process and with each scheduled visitation session.
- 3.6. County requires the installation of a registration lobby kiosk and prefers that all functions required in **Attachment 1 - Section 8 (Other Required Technology)** be incorporated into a single multi-functional unit.
- 3.7. At a minimum, the VVS shall obtain and store the following information for the visitor as part of the registration process: First Name; Last Name; Email; Telephone Number / Cell Phone; Username; and Password.
- 3.8. At a minimum, the VVS shall obtain and store the following information for the visitor as part of the scheduling process: First Name; Middle Name; Last Name; Credit Card; Email; Physical Address (Street Address, City, State, Zip); Telephone Number; Identification Type; ID Number; Username; and Password.
- 3.9. The VVS shall have the capability to track all inmate housing unit assignments, movements, and releases. The VVS shall automatically cancel all sessions associated with an inmate if the inmate is released.
- 3.10. The VVS shall be capable of sending the general public an email or text notification confirming the scheduled or canceled visit.
- 3.11. The VVS shall have the capability to display upcoming daily video visitation session information on one or multiple inmate video visitation stations (i.e. inmate name, time of visit).
- 3.12. The VVS shall be capable of accommodating different sets of rules for onsite video visitation and remote video visitation sessions.

4. VVS USER APPLICATION

- 4.1. The VVS must provide specific information for tracking inmate and visitor activities and patterns by, at a minimum, the following criteria: inmate ID number; inmate name; visitor name; date and time of visit; inmate video visitation station; and daily, weekly and monthly visit statistics.
- 4.2. The VVS shall have the capability to allow authorized County staff to create the following restrictions with customizable durations: restrict a visitor from visiting certain inmate(s); restrict an inmate from visiting ALL visitors; restrict a visitor from visiting ALL inmates; and restrict an inmate from having remote video visits (onsite video visits only).
- 4.3. The VVS user application shall have the capability to support the following functions: set user ID; set/reset password; capture the user's first, middle and last name; manually terminate video visitation sessions; report status of all video visitation sessions (online or idle); stop or display on-screen messaging regarding site policies; allow the County to enter comments or add notes to a visit; allow for station reassignment during any running visit; customize the number of visits per the monitoring screen and the page rotation duration; designate a visitor as being an attorney (or other professional) type of visitor; manually schedule video visitation sessions for a particular inmate, station, and date and time, on behalf of visitor(s); allow authorized users the ability to mandate specific visits, visitors and/or inmates to be recorded; allow authorized users to download, share and/or view recordings; and include an audit trail function and the capability to track users who have viewed and/or downloaded the recording files(s).

5. VVS MONITORING AND RECORDING REQUIREMENTS

- 5.1. The VVS must permit the County to fully record and monitor all standard and video visitation sessions from any standard or video visitation station within the Facility unless there are restrictions that prohibit the recording and monitoring of certain sessions such as attorney-client restrictions.
- 5.2. The VVS shall allow County to determine if a visit is to be cancelled if the visitor does not check-in on time or after a set amount of time, and if the visitation session will count against the inmate's visitation quota.
- 5.3. The VVS should have the capability to display an onscreen countdown clock timer on the inmate and the visitor stations.
- 5.4. The County requires the retention of video visitation sessions online for ninety (90) days.
- 5.5. The VVS shall store all video visitation sessions offline for the life of the Agreement plus seven (7) years after the expiration or termination of the contract.

VII. TABLET REQUIREMENTS

1. TABLET SPECIFICATIONS

- 1.1. Tablets shall be configured to only allow inmates access to the services and applications approved by the County. Additional applications shall be mutually agreed upon by County and Contractor. Inmates shall be prohibited from having any access to any external applications. Tablets must communicate with pre-approved applications and networks only.
- 1.2. Tablets shall be restricted to Contractor wireless access points only and shall be unable to connect to other wireless network access points.
- 1.3. Contractor shall provide the County with remote access to Tablets at no cost to the County for the purpose of administering, monitoring, overseeing and reviewing transactions and activity associated with the applications and services offered. The following reports (at a minimum), shall be made available for the Facility as applicable for monitoring and investigative purposes. New reports, as requested by County, shall be developed and provided by Contractor at no cost to County: transactions by inmate; application usage by inmate; totals by inmate; totals by Tablet; daily, weekly and monthly statistics.
- 1.4. Contractor's user application for the Tablet solution shall provide the capability to export the reports in a mutually agreed upon format agreed to by County and Contractor.
- 1.5. Contractor shall have the capability to disable and/or shut off services to a single Tablet or group Tablets based on the user level and password, and not interrupt other Tablets.

- 1.6. Tablets shall be provided to the County pre-loaded with the County approved applications offering a variety of games, music and entertainment, as well as free applications/services and educational programs.
- 1.7. Tablets provided by Contractor shall be configured to provide certain “free” services to the inmate population at no charge. Such “free” services shall include: clock; calendar; dictionary; calculator; PDF documents approved by County; PDF viewer; educational content; religious content; inmate grievances/requests; law library access or online licensing; commissary purchases; debit purchases; trust/commissary/debit account look-up; inmate handbook; inmate notices/bulletins; and court date/release information.
- 1.8. The reports shall be available to County and its agency partners from all control workstations and remote access computers depending on the user’s access level.

2. TABLET SPECIFIC INSTALLATION REQUIREMENTS

- 2.1. Tablets shall be suitable for a correctional environment, sturdy, vandal and tamper resistant and shall be enclosed in a durable, sealed case.
- 2.2. Tablets shall not utilize external speakers. Contractor shall ensure earbuds inclusive of a microphone are clear and designed in accordance with standard correctional security and environmental concerns, including suicide prevention.
- 2.3. Tablets shall be capable of restricting inmate usage to the specific housing units to which the inmate is assigned.
- 2.4. Contractor shall provide informational flyers/posters in both English and Spanish outlining all Tablet services/offerings, and the cost of those services to post at the Facility at no cost to County.
- 2.5. Upon completion of the initial installation and any ongoing installations, Contractor shall provide County with a list of all Tablets, charging stations, equipment specifications and locations of each device.
- 2.6. Contractor shall provide County with the number of mobile charging stations as outlined in **Attachment 3 (Facility Specifications)**.

3. ELECTRONIC MESSAGING VIA TABLETS

- 3.1. County requires that electronic messaging shall be made available to inmates via the Tablets to send and receive electronic mail and/or text messages at the rates specified in **Attachment 4 (Rates, Fees and Revenue Share)**.
- 3.2. Contractor shall ensure that its electronic messaging using Tablets does not allow for inmates to communicate with other inmates.
- 3.3. The electronic messaging application shall have security features in place to ensure that the inmate can only send electronic messages to contacts who have already sent an inbound electronic message to the inmate.
- 3.4. Authorized users shall be able to review and approve/disapprove any outgoing or incoming electronic messages before the electronic message is made available to the end-user or inmate.
- 3.5. Contractor's electronic message application shall have the capability to flag certain keywords for investigative review. County shall have the capability to specify keywords, phrases and colloquialisms to be added to the security scanning feature, which shall be searchable. Contractor shall offer a default dictionary of such.
- 3.6. County reserves the right to specify the allowed number of characters to be transmitted in any incoming and outgoing electronic message; this shall be configurable based on County’s request.
- 3.7. Contractor's electronic messaging application shall store all electronic messages, in a searchable format, for the life of the Agreement plus seven (7) years after expiration or termination of the Agreement.
- 3.8. In the event of a natural or man-made disaster or similar event (i.e. COVID-19), as deemed necessary by County, County may require Contractor to provide two (2) free electronic messages per week. The electronic messages shall be free to the inmate, end-user and County and for a period determined by County. In the event County requests free electronic messages, the parties shall evaluate the impact to the Gross Revenue, if any. All requests for free electronic messages shall be documented in writing and approved by County.

VIII. OTHER REQUIRED TECHNOLOGY

1. ELECTRONIC TRUST FUNDING

- 1.1. Contractor shall provide multiple funding methods to allow users to fund inmate trust accounts. These methods shall include, but not be limited to, telephone funding (both live agent and automated) and online funding through Contractor's website, mobile application, lock box and Kiosks.

- 1.2. Contractor shall assume responsibility for all funds deposited by the general public. County shall not be held responsible for any charge-backs or fraud.
- 1.3. Contractor shall configure its electronic deposit application in accordance with County's deposit/banking rules and regulations.
- 1.4. Contractor shall work with County to identify and resolve all misidentified and/or misappropriated funds.
- 1.5. Contractor shall provide County and its Designated Agent with remote access to its web based user application for the purpose of administering, monitoring, overseeing and reviewing transactions associated with the applications/services provided under this RFP and subsequent Contract. Remote access shall be provided by Contractor at no cost to County or its Designated Agent.
- 1.6. At no cost to County, Contractor shall provide analytical features, including searchable interfacing in order to establish funding relationships of all "linked" people making similar transactions.
- 1.7. Access to Contractor's system shall require the use of a username and password. The access levels shall be designated by County.
- 1.8. Contractor's system shall have the capability to record all activity of the user in an auditable format which may be tracked through Contractor's system.
- 1.9. Contractor shall store all reports and data online for the life of the Contract. A copy of all reports and data shall be stored offline by Contractor for a minimum period of seven (7) years following the expiration or termination of the Contract. Archival and/or offline transactions, reports, and data shall be retrieved and provided by Contractor to County within two (2) business days upon receipt of the requested transactions, reports, and/or data.
- 1.10. Contractor's system shall have capability to allow County to query all transactions and data stored.
- 1.11. Contractor's system shall have the capability to alert County staff of specific activity based on pre-set criteria in Contractor's system via email.
- 1.12. Contractor's system shall have the capability to track certain activities and patterns. The following reports (at a minimum) shall be made available as applicable for monitoring and investigative purposes. New reports, as requested by County, shall be produced by Contractor at no cost to County: Deposits by inmate; Deposits by sender; Daily, weekly, and monthly statistics; Totals by inmate; Totals by kiosk; Totals by facility; and Totals by transaction type.
- 1.13. Contractor's system shall provide the capability to customize reports in a format mutually agreed upon by County.
- 1.14. Contractor's system shall have the ability to capture all activity and tasks performed by each system user.
- 1.15. These services shall be provided to County at no cost.

2. BOOKING KIOSKS

- 2.1. County requires Contractor to provide the number of booking/intake kiosks ("Booking Kiosks") identified in **Attachment 3 (Facility Specifications)** to allow the newly booked inmates to deposit funds into their trust account during the booking process at no cost to County.
- 2.2. County will not be responsible for any costs associated with the installation and ongoing maintenance, repair or replacement of the Booking Kiosks.
- 2.3. Inmates may deposit funds via cash, debit or credit cards, and debit release cards with a MasterCard/Visa logo. Booking Kiosks shall accept both bills and coins for cash deposits.
- 2.4. Upon each completed transaction, the Booking Kiosk(s) shall provide option to print or email receipts for the inmate/user. The Booking Kiosk shall be capable of providing (2) two copies of a receipt for every completed transactions - one to be provided to the inmate and one for County.
- 2.5. Contractor agrees to provide cash collection services for the Booking Kiosks at no cost to County and at a frequency approved by County. It is expressly understood that County reserves the right to require any armed personnel (e.g. armored car personnel or Contractor personnel) to disarm prior to entering the Facility.
- 2.6. Contractor shall be capable of providing authorized users with access to transaction history as well as the option to print additional receipts.
- 2.7. During the life of the Agreement, Contractor shall ensure no fees/charges are implemented for deposits made by inmates through the Booking Kiosk(s). County shall notify Contractor of any unapproved additional fees

and/or charges associated with the kiosks of which County becomes aware of. The unapproved fees and/or charges are subject to liquidated damages as specified in this Agreement.

3. LOBBY KIOSKS

- 3.1. County requires Contractor to provide the number of lobby payment kiosks ("Lobby Kiosks") identified in **Attachment 3 (Facility Specifications)** in the lobby of the Facility as designated by County. Lobby Kiosks are for use by visitors to the Facility. The Lobby Kiosk payment services shall include, but not be limited to, deposits into an inmate trust, commissary, pre-paid collect or debit account.
- 3.2. County will not be responsible for any costs associated with an interface if one is required to implement any of the technologies associated with the Lobby Kiosks.
- 3.3. County will not be responsible for any costs associated with the installation and ongoing maintenance, repair or replacement of the Lobby Kiosks.
- 3.4. End-users shall be able to make deposits via cash and credit or debit cards.
- 3.5. County requires Contractor to provide Lobby Kiosks with touch-screen technology.
- 3.6. Upon each completed transaction, the Lobby Kiosk(s) shall provide option to print or email receipts. The Lobby Kiosk shall be capable of providing a receipt for every completed transaction.
- 3.7. Contractor fees/charges associated with the Lobby Kiosks are detailed in **Attachment 4 (Rates, Fees and Revenue Share)**.
- 3.8. Contractor agrees to provide cash collection services for the Lobby Kiosks at no cost to County and at a frequency approved by County. It is expressly understood that County reserves the right to require any armed personnel (e.g. armored car personnel or Contractor personnel) to disarm prior to entering the Facility.
- 3.9. Before any changes to the fees/charges associated with deposits through the Lobby Kiosks are implemented, Contractor must submit a written request to receive approval from County. County will respond in writing to Contractor's request. Unapproved adjustments implemented without the prior written approval from County are subject to liquidated damages as specified in this Agreement.

4. DEBIT RELEASE

- 4.1. Upon an individual's release, Contractor will work with County's commissary provider to facilitate the transfer of unused Securus Debit funds to the commissary or trust provider for distribution to the individual via a debit release card program which will be provided by Contractor's subcontractor, RAPID Investments, Inc. d/b/a RAPID Financial Solutions. Debit release card fees are stated in **Attachment 4 (Rates, Fees and Revenue Share)**.

5. PORTABLE CELL PHONE DETECTION EQUIPMENT

- 5.1. County requires Contractor to provide the number of portable cellular phone detection units ("Cell Phone Detectors") identified in **Attachment 3 (Facility Specifications)** to allow County staff to conduct overt and covert searches for cellular phones and other contraband.
- 5.2. Cell Phone Detectors shall be capable of detecting contraband cellular phones in both the on and off positions and anywhere on the inmate's body or in an inmate's body cavity.

6. INBOUND AUTOMATED VOICEMAIL

- 6.1. Contractor shall implement inbound automated voicemail messaging up to 45 seconds per message through the ITS to allow inmates to receive voicemails from friends and family.
- 6.2. Voicemail messaging shall be funded through a pre-paid account setup by the friend and/or family.
- 6.3. Contractor shall provide voicemail messaging to allow inmates to leave messages for facility staff and for facility staff to return a voicemail or leave a voicemail message to an inmate, group of inmates or the entire Facility. There shall be no charge to County or the inmates for inmate to staff messaging.
- 6.4. Fees and revenue share for inbound voicemail messaging are specified in **Attachment 4 (Rates, Fees and Revenue Share)**.
- 6.5. The ITS shall record and store all voicemail messages. All recordings shall be maintained as described in **Attachment 1, Section 5 (ITS Requirements)**. The ITS shall apply call controls configured in the ITS to voicemail messaging.

7. AUTOMATED INFORMATION SYSTEM (AIS)

- 7.1. Contractor shall provide its automated information system (AIS) at no cost to County. The information available to the general public shall include basic jail information (location, visitation hours, mailing policies, directions, etc.) and inmate-specific information (inmate lookup, release dates, upcoming court dates, bond inquiries, etc.). The information available to inmates shall include, but not be limited to, commissary balances, charges, court dates inclusive of time and locations and bond amounts and types, visitation eligibility and times, projected release date, etc. County shall not be responsible for the costs of any interface.
- 7.2. Contractor shall provide the general public and inmate AIS in both English and Spanish options.
- 7.3. The AIS shall be capable of transferring general public callers back to County staff based on workflow criteria specified by County.
- 7.4. The AIS shall be available 7-days a week, 24-hours with a ninety-nine percent (99%) uptime with the exception of downtime for repair or upgrade that is pre-scheduled with Contractor. Contractor shall agree to resolve all reported AIS service issues within forty-eight (48) hours after receipt.
- 7.5. County reserves the right to add or remove AIS at any time during the term of Agreement or any renewal terms at no cost to County and without penalty.

8. DATA ANALYTICS

- 8.1. Contractor shall provide its THREADS™ data analytics application at no cost to County, including the costs of all associated interfaces. THREADS™ shall be capable analyzing various communications data from multiple sources to generate targeted investigative leads.
 - 8.1.1. In addition, if so elected by County, Contractor shall implement the “community” feature, which shall allow County to access and analyze data from other correctional facilities participating in the data sharing community.
- 8.2. Contractor shall also provide its Inmate Inter-Communication Evaluation and Reports (ICER™) investigative technology at no cost to County. ICER™ shall provide authorized County users the means to detect intra- and inter-Facility inmate-to-inmate communications from multiple sources to generate targeted investigative leads.

ATTACHMENT 2

Kings County Grievance Procedure Under ADA or California State Disability Civil Rights Laws

This grievance procedure is established to meet the requirements of the Americans with Disabilities Act of 1990 (“ADA”), the Americans with Disabilities Amendments Act (ADAAA) and California State law. Except as otherwise indicated, it may be used by anyone wishing to file a complaint alleging discrimination on the basis of disability in the provision of services, activities, programs or benefits by Kings County. The procedure should also be used to address all complaints regarding barriers to physical access to any County facility.

NOTE: Discrimination complaints by applicants for, and recipients of, public benefits administered by the County are handled by the Human Services Agency, pursuant to state law and the Human Services Agency’s Administrative Policy and Procedure No. 23. Notice of this fact is provided to all applicants and recipients. For more information, please contact the Program Manager/Civil Rights Coordinator for the Human Services Agency at (559) 852- 2201. If you submit a complaint to the ADA Coordinator that should be directed to the Human Services Agency, your complaint will be forwarded to the Human Services Agency, and will be deemed received by the Human Services Agency upon actual receipt by it for purposes of the filing and response deadlines stated in Policy and Procedure No. 23. Please also note that the County’s Personnel Rules govern employment related complaints of disability discrimination. Please refer to sections 10200 to 10250 of the Personnel Rules regarding the County’s grievance procedure, as well as Chapter 14 of the Personnel Rules regarding discrimination complaints. The process described in either part may be relied upon to make a complaint of disability discrimination.

A complaint using this procedure should be in writing and should contain information about the alleged discrimination such as name, address, and phone number of the complainant and location, date and a description of the problem(s). If you are viewing these instructions online at the County’s website, please find the form for making a complaint below. Copies of the complaint form are also available from the Public Works Department or County Administration Office, County Government Center, 1400 West Lacey, Hanford, CA 93230. Alternative means of filing a complaint, such as personal interviews or a tape recording of the complaint, are available to persons with disabilities upon request.

The complaint should be submitted by the complainant and/or his/her designee as soon as possible, but no later than sixty (60) calendar days after the alleged violation to:

**Dominic Tyburski/ ADA Coordinator
County Government Center
1400 West Lacey Blvd
Hanford CA 93230**

**TEL (559) 852-2690
or California Relay 711**

FAX (559) 584-0865

ATTACHMENT 2

Kings County Grievance Procedure Under ADA or California State Disability Civil Rights Laws

(Continued)

Within fifteen (15) calendar days after receipt of the complaint, the ADA Coordinator or his designee will schedule a meeting with the complainant to discuss the complaint and possible resolutions. After an investigation and review, the ADA Coordinator will respond in writing, and where appropriate in a format accessible to the complainant. The response will explain the County's position on the issue and offer options for substantive resolution of the complaint.

If the response by ADA Coordinator does not resolve the issue to the satisfaction of the complainant, the complainant and/or his/her designee may appeal the decision within fifteen (15) calendar days after receipt of the response to the County Administrator.

After receiving the appeal, the County Administrator or his/her designee will review the appeal and the ADA Coordinator's findings. Within a reasonable period after a review, the County Administrator or his/her designee will respond with a final resolution to the complaint in writing and, where appropriate, in a format that is accessible to the complainant.

All written complaints received by ADA Coordinator or his/her designee, appeals to the County Administrator or his/her designee, and responses from these two offices will be retained by the County for at least three years.

ATTACHMENT 2

**Kings County Grievance Procedure
Under ADA or California State
Disability Civil Rights Laws**

(Continued)

Instructions: Please fill out this form completely. Sign and return as instructed on page two (2).

Person filling out this form: _____

Address: _____

City, State and Zip Code: _____

Telephone: _____

Email: _____

Preferred method of contact: _____ Telephone _____ Email

If filled out on behalf of person other than person listed above provide the following:

Name: _____

Address: _____

City, State, and Zip Code: _____

Telephone: _____

Circumstances related to the facts of complaint:

Date: _____

Location: _____

Details of complaint: _____

(Please be as specific as possible, and include the names and contact information of anyone who might have knowledge of the facts regarding the complaint. To help us to address your concerns promptly, please stick to the facts: who, what, when, where, and how. Please attach additional pages if necessary.)

Signature of person completing form:

Date: _____

ATTACHMENT 2

**Kings County Grievance Procedure
Under ADA or California State
Disability Civil Rights Laws**

(Continued)

The complaint should be submitted by the complainant and/or his/her designee as soon as possible, but no later than sixty (60) calendar days after the alleged violation to:

**Dominic Tyburski/ ADA Coordinator
County Government Center
1400 West Lacey Blvd
Hanford CA 93230**

**TEL (559) 852-2690
or California Relay 711**

FAX (559) 584-0865

Attachment 3

Facility Specifications

ATTACHMENT 3 - FACILITY SPECIFICATIONS			
SUBSECTION 1 - FACILITY INFORMATION & EQUIPMENT REQUIREMENTS			
Data Category	Kings County Jail		
Average Daily Population (ADP):	566	INTENTIONALLY LEFT BLANK	
Number of Beds:	625		
Inmate Type:	County		
Call Time Limit:	20 minutes		
Hours of Availability for Inmate Telephones:	06:00 - 23:30		
Hours of Availability for Booking Telephones:	00:00 - 23:59		
Inmate Telephones Required:	60		
Required Telephone Cord Length (Inmate Telephones):	18"		
Portable Phones Required:	3		
TDD Devices Required:	1		
VRS Units Required:	1		
Captel Units Required:	1		
Inmate Video Visitation Stations Required:	54; 8 of which will be in lobby		
Required Cord Length (Inmate Video Visitation Stations):	18"		
Required VVS Control Workstations:	2		
Required Tablets:	1:1 Ratio		
Required Charging Stations:	6		
Required Kiosks (Lobby):	1		
Contraband Cellphone Detection Units:	2 Stationary; 5 Mobile		
Required Kiosks (Booking):	1		
Required Kiosks (Registration)	1		
SUBSECTION 2 - INTERFACE CONTACT INFORMATION			
Service Provider Type	Company & Contact Name	Contact Telephone Number	Email
JMS	Spillman - Tally Gochis	435-840-0198	Tally.Gochis@motorolasolutions.com
Commissary	Canteen of Fresno - Scott Browning	559-485-8800	ScottB@canteenfresno.com

Attachment 4

Rates / Fees / Revenue Share

ITS CALLING RATES		
Category	Per Minute Rate	Avg Cost/Call
Local		
Collect/Direct Bill	\$ 0.21	\$ 5.00
Pre-Paid Collect	\$ 0.21	\$ 4.20
Pre-Paid Card/Debit	\$ 0.21	\$ 4.20
Intralata/Intrastate		
Collect/Direct Bill	\$ 0.21	\$ 5.00
Pre-Paid Collect	\$ 0.21	\$ 4.20
Pre-Paid Card/Debit	\$ 0.21	\$ 4.20
Interlata/Intrastate		
Collect/Direct Bill	\$ 0.21	\$ 5.00
Pre-Paid Collect	\$ 0.21	\$ 4.20
Pre-Paid Card/Debit	\$ 0.21	\$ 4.20
Interstate and Domestic Int'l		
Collect/Direct Bill	\$ 0.21	\$ 5.00
Pre-Paid Collect	\$ 0.21	\$ 4.20
Pre-Paid Card/Debit	\$ 0.21	\$ 4.20
International		
Collect/Direct Bill	n/a	n/a
Pre-Paid Collect	n/a	n/a
Pre-Paid Card/Debit	\$ 0.75	\$ 15.00
Voicemail (Inbound)		
Collect/Direct Bill	\$ 1.99	n/a
Pre-Paid Collect	\$ 1.99	n/a
Pre-Paid Card/Debit	\$ 1.99	n/a
ITS FEES		
Fee Type	Amount	Frequency
Collect Billing Fee	\$ 2.00	Monthly
Pre-Paid Collect Funding Fee		
IVR/Automated	\$ 3.00	Per Transaction
Live Agent	\$ 5.95	Per Transaction
Third Party	\$ -	Pass Through
Federal Cost Recovery Charge (Local/Intrastate)	0.962% ¹	Pass Through
Federal Cost Recovery Charge (Interstate/International)	2.322% ²	Pass Through
VVS RATES AND FEES		
Category	Per Session Rate	Avg Cost/Visit 30 Minutes

¹ Subject to change based on regulatory direction.

² Subject to change based on regulatory direction.

30-Minute Remote Video Visitation Session (After 2 free per week):	\$ 9.00	\$ 9.00
All Other Fees:	Not Allowed	

TABLET APPLICATION RATES AND FEES

Category	Amount	Frequency
Educational Content	N/A	No Charge to Inmates
Religious Content	N/A	No Charge to Inmates
Inmate Grievances/Requests	N/A	No Charge to Inmates
Law Library	N/A	No Charge to Inmates
Commissary Ordering	N/A	No Charge to Inmates
Electronic Messages	\$ 0.50	Per Message (Text Only)
Electronic Messages w/ Attachments	\$ 1.00	Message and Attachment
Video Messages	\$ 1.50	Per Video Message
Entertainment Media – Games	\$1.99 - \$7.99	Per Game
Entertainment Media – Movies	\$1.99 - \$7.99	Per Movie
Entertainment Media – Music	\$0.69 - \$1.98	Per Music Item
Entertainment Media (Streaming) – TV Episodes	\$1.25 - \$1.75	Per Episode

DEBIT RELEASE CARD FEES (PROVIDED THROUGH RAPID FINANCIAL SOLUTIONS)³

Fee Type	Amount
Card Activation Fee	\$0.00
Support Calls Fee	\$0.00
PIN Change Fee	\$0.00
Point of Sale (POS) Transactions (PIN & Signature)	\$0.00
Cash Back Option with POS purchase	\$0.00
POS Declines	\$0.00
Card to Bank ACH Transfer ⁴	\$0.00
Cash Out at any Principal MasterCard Member Institution	\$0.00
Monthly Maintenance Fee ⁵	\$3.95
ATM Account Inquiry Fee	\$1.50
Inactivity Fee ⁶	\$3.95
Domestic ATM Fees ⁷	\$2.95
ATM Decline for Non-Sufficient Funds Fee	\$2.95

³ Cardholder fees are subject to change. 30-day prior written notice of a change in fees will be given. The changes will be posted on the card website at www.releasepay.com. County will be deemed to have proper notice 30 days after the amendments are posted.

⁴ Returned or rejected ACH transfers for invalid banking information are subject to a \$9.95 returned processing fee.

⁵ After 15 days of the card being validated (used for a transaction), the card starts incurring a monthly maintenance fee to cover the cost of the FDIC insured account. Once the card has been validated, the inactivity fees no longer apply. Both fees will never be charged together.

⁶ If, after 100 days, the card has not been validated (used for a transaction), the card will be charged an inactivity fee of \$3.95 per month until the card has been validated (used for a transaction).

⁷ Fees may also be imposed by the local ATM provider in addition to card fees. For a listing of surcharge-free ATM's, visit <http://www.moneypass.com/>.

International ATM Fees ⁸	\$3.95
ATM Decline International Fee	\$3.95
Replacement of Lost or Stolen Card	\$0.00
Account Closure Fee / Request for Balance by Check	Free

ELECTRONIC FUNDING FEES

Fee Type	Amount	Frequency
Electronic Funding Fee - Lobby Kiosk - Cash	\$ 1.50	Per Transaction
Electronic Funding Fee - Lobby Kiosk - Credit	\$ 2.95	Per Transaction
Electronic Funding Fee - Booking Kiosk - Cash	\$ 0.00	Per Transaction
Electronic Funding Fee - Booking Kiosk - Credit	\$ 0.00	Per Transaction
Electronic Funding Fee - Online/Mobile Application	\$ 2.95	Per Transaction
Electronic Funding Fee - Phone - IVR	\$ 2.95	Per Transaction
Electronic Funding Fee - Phone - Live Agent	\$ 2.95	Per Transaction

REVENUE SHARE

Category	Amount	Frequency
Revenue Share (%) ITS	50%	Monthly
Revenue Share (%) Voicemail Messaging	50%	Monthly
Revenue Share (%) VVS	10%	Monthly
Revenue Share (%) Tablets	10%	Monthly
Revenue Share (%) Electronic Funding	5%	Monthly
Monthly Administrative Payment	\$ 5,000.00	Monthly

⁸ Fees may also be imposed by the local ATM provider in addition to card fees. For a listing of surcharge-free ATM's, visit <http://www.moneypass.com/>.

Attachment 5

Service Escalation Matrix

Priority Level	Service Priority Description	Response Time	Customer Communication Guideline	Escalations
P1	A P1 is our highest service level defined as 30% or more of the functionality of the System being adversely affected by the System Event. Examples of P1 service assignments would include items such as no voice prompts, features not operating appropriately, inability to burn CD's, issues with listening to live calls, inability to access NextGen	2 hours	<ul style="list-style-type: none"> Securus Technical Support Center notifies the facility when the service issue is resolved If a technician is required, Securus Dispatch or Field Service Technician contacts the 	<ul style="list-style-type: none"> If response is delayed, escalation procedures within Securus' Management Team are activated to ensure appropriate resources are allocated to resolve the service request Technical Support Manager & Field Service Manager Technical Support
	Secure Communications Platform™ UI, all phones down.		customer with an estimated time of arrival	<ul style="list-style-type: none"> Director & Field Service Director VP Service & Operations
P2	A P2 assignment defined as 5% to 29% of the functionality of the System being adversely affected by the System Event. Examples of a P2 service assignments would include items such as workstation, specific system ports, LEC circuits, unblocks, block numbers, missing CDRs, call searching.	24 hours	<ul style="list-style-type: none"> Securus Technical Support Center notifies the facility when the service issue is resolved If a technician is required, Securus Dispatch or Field Service Technician contacts the customer with an estimated time of arrival 	<ul style="list-style-type: none"> If response is delayed, escalation procedures within Securus' Management Team are activated to ensure appropriate resources are allocated to resolve the service request Technical Support Manager & Field Service Manager Technical Support Director & Field Service Director VP Service & Operations
	A P3 assignment defined as less the 5% of the functionality of the System being adversely affected by the System Event. Single and multiple phones related issues. Examples of P3 service assignments would include items such as static on the phone, a party not being able to hear, unable to dial, a broken phone, dial pad not working, cutoff switches not working, and inability to generate reports.	72 hours	<ul style="list-style-type: none"> Securus Technical Support Center notifies the facility when the service issue is resolved If a technician is required, Securus Dispatch or Field Service Technician contacts the customer with an estimated time of arrival 	<ul style="list-style-type: none"> If response is delayed, escalation procedures within Securus' Management Team are activated to ensure appropriate resources are allocated to resolve the service request Technical Support Manager & Field Service Manager Technical Support Director & Field Service Director VP Service & Operations

Attachment 6

Implementation Plan

Task Name	Duration	Start On	Due On
BD_Single Site Opportunity Installation Project Plan	90 Days	9/28/20	2/5/21
ITS-ITS Phase for Deployment of Services	51 Days	9/28/20	12/0/20
ITS-Securus Planning Activities	12 Days	9/28/20	10/13/20
ITS-Scope Overview	3 Days	9/28/20	9/30/20
ITS-Host Internal Project Review and Kick-off Meeting	1 Day	10/2/20	10/2/20
ITS-Initial Project Plan Build & Document Updates for Agency External Kick-off	3 Days	10/5/20	10/7/20
ITS-Request to Telecom for Transport Evaluation	7 Days	10/5/20	10/13/20
ITS-Agency Initiation Procedures	5 Days	10/13/20	10/19/20
ITS-Kick-Off Meeting with Agency	1 Day	10/13/20	10/13/20
ITS-Update Documents and Project Plan and Distribute to Project Sponsors/Stakeholders	2 Days	10/14/20	10/15/20
ITS-Agency Integration-Meeting	1 Day	10/19/20	10/19/20
ITS-Surveys, Orders, and Designs - Stage Tracking	12 Days	10/16/20	11/2/20
ITS-Site Survey by Field Service - Equipment Inspection for Services	1 Day	10/16/20	10/16/20
ITS-Post Site Survey Project Plan Updates	2 Days	10/19/20	10/20/20
ITS-Design BoM and Network; Submit and Receive Approvals	6 Days	10/21/20	10/28/20
ITS-Process Hardware Orders - SO Created and Submitted	2 Days	10/29/20	11/2/20
ITS-Provisioning by Implementation Specialist	31 Days	10/14/20	11/25/20
ITS-Evaluation of Product and Feature Functionality Requirements - ITS Cut Sheet	2 Days	10/21/20	10/22/20
ITS-Phase 1 Initiate Facility and Site Creation in SPP	3 Days	10/14/20	10/16/20
ITS-Phase 2 Software Provisioning	10 Days	10/23/20	11/5/20
ITS-Phase 3 Network and Hardware Configurations	5 Days	11/19/20	11/25/20
ITS-Order Management and Service Configurations	30 Days	10/14/20	11/24/20
ITS-Telecom Order & Delivery Lead Time	30 Days	10/14/20	11/24/20
ITS-Hardware Tracking & Delivery Lead Time	12 Days	11/3/20	11/18/20
ITS-Integration Tracking & Delivery Lead Time	20 Days	10/20/20	11/16/20
ITS-Touchpoint - Confirmation of Onsite Incoming Activity for Hardware and Telecom; Schedule Onsite Install	1 Day	11/12/20	11/12/20
ITS-Onsite Activities Performed and Completed	6 Days	11/18/20	11/25/20
ITS-Onsite Hardware Installation Activity Performed	5 Days	11/18/20	11/24/20
ITS-Transport Test & Turn up	1 Day	11/25/20	11/25/20
ITS-Touchpoint - Final Implementation Review (BTM/REG, Go/No Go, Go Live Scheduling)	1 Day	11/23/20	11/23/20
ITS-OMS/JMS/Commissary Integration Activities	9 Days	11/17/20	12/1/20
ITS-Configurations for Integration Features Within Systems	2 Days	11/17/20	11/18/20
ITS-Sr. INT - Phase 1 Validation	2 Days	11/19/20	11/20/20
ITS-Final Testing and Push to Production - Files for Service	2 Days	11/23/20	11/24/20
ITS-Sr. INT - Phase 2 Validation	2 Days	11/25/20	11/30/20
ITS-Approvals of Data Conversions by All Parties	1 Day	12/1/20	12/1/20

Task Name	Duration	Start On	Due On
ITS-Activation of Scope with Agency	14 Days	11/18/20	12/9/20
ITS-Training Resources Scheduled (onsite or web)	2 Days	11/18/20	11/19/20
ITS-Marketing Material Ordered and Shipped	1 Day	11/20/20	11/20/20
ITS-Go Live - Turn-Up of Services	1 Day	12/8/20	12/9/20
ITS-IS Phase 4 Go Live Tasks	1 Day	12/8/20	12/9/20
ITS-IC Phase 3 Go Live Tasks	1 Day	12/8/20	12/9/20
ITS-INS Phase 3 Go Live Tasks	1 Day	12/8/20	12/9/20
ITS-Touchpoint - Agency Notification of Activation of Services and Functionality	1 Day	12/8/20	12/9/20
TAB-Tablets Phase for Deployment of Services	90 Days	9/28/20	2/5/21
TAB-Securus Planning Activities	12 Days	9/28/20	10/13/20
TAB-Scope Overview	3 Days	9/28/20	9/30/20
TAB-Host Internal Project Review and Kick-off Meeting	2 Days	10/1/20	10/2/20
TAB-Initial Project Plan Build & Document Updates for Agency External Kick-off	3 Days	10/5/20	10/7/20
TAB-Request to Telecom for Transport Evaluation	7 Days	10/5/20	10/13/20
TAB-Agency Initiation Procedures	6 Days	10/12/20	10/19/20
TAB-Kick-Off Meeting with Agency	2 Days	10/12/20	10/13/20
TAB-Update Documents and Project Plan and Distribute to Project Sponsors/Stakeholders	2 Days	10/14/20	10/15/20
TAB-Agency Integration Meeting	1 Day	10/19/20	10/19/20
TAB-Surveys, Orders, and Designs - Stage Tracking	12 Days	10/16/20	11/2/20
TAB-Site Survey by Field Service - Equipment Inspection for Services	1 Day	10/16/20	10/16/20
TAB-Post Site Survey Project Plan Updates	2 Days	10/19/20	10/20/20
TAB-Design Boff and Network; Submit and Receive Approvals	6 Days	10/21/20	10/28/20
TAB-Process Hardware Orders - SO Created and Submitted	2 Days	10/29/20	11/2/20
TAB-Provisioning by Implementation Specialist	50 Days	10/14/20	12/28/20
TAB-Evaluation of Product and Feature Functionality Requirements - TAB Cut Sheet	2 Days	10/21/20	10/22/20
TAB-Phase 1 Initiate Facility and Site Creation in SPP	3 Days	10/14/20	10/18/20
TAB-Phase 2 Software Provisioning	10 Days	10/23/20	11/5/20
TAB-Phase 3 Network and Hardware Configurations	15 Days	12/4/20	12/28/20
TAB-Order Management and Service Configurations	36 Days	10/14/20	12/4/20
TAB-Telecom Order & Delivery Lead Time	30 Days	10/14/20	11/24/20
TAB-Material Tracking & Delivery Lead Time	22 Days	11/3/20	12/4/20
TAB-Integration Tracking & Delivery Lead Time	20 Days	10/20/20	11/18/20
TAB-Touchpoint - Confirmation of Onsite Incoming Activity for Hardware and Telecom; Schedule Onsite Install	1 Day	11/12/20	11/12/20
TAB-Onsite Activities Performed and Completed	40 Days	11/25/20	1/28/21
TAB-Onsite Hardware Installation Activity Performed	35 Days	12/4/20	1/28/21
TAB-Transport Test & Turn Up	1 Day	11/25/20	11/25/20
TAB-Touchpoint - Final Implementation Review (BTM/REG, Go/No Go, Go Live Scheduling)	1 Day	1/21/21	1/22/21
TAB-Tablet Deployment Activities	29 Days	10/23/20	12/4/20

Task Name	Duration	Start On	Due On
TAB-Tablet Scheduler Cut Sheet Review Meeting	2 Days	10/23/20	10/26/20
TAB-SLP Configuration and Network	2 Days	10/27/20	10/29/20
TAB-Tablet Agency Provisioning Setup	16 Days	10/28/20	11/19/20
TAB-Tablet Warehouse Flashing & Delivery to Agency	10 Days	11/19/20	12/4/20
TAB-OMS/JMS/Commissary Integration Activities	9 Days	11/17/20	12/1/20
TAB-Configurations for Integration Features Within Systems	2 Days	11/17/20	11/18/20
TAB-Sr. INT - Phase 1 Validation	2 Days	11/19/20	11/20/20
TAB-Final Testing and Push to Production - Files for Service	2 Days	11/23/20	11/24/20
TAB-Sr. INT - Phase 2 Validation	2 Days	11/25/20	11/30/20
TAB-Approvals of Data Conversions by All Parties	1 Day	12/1/20	12/1/20
TAB-Activation of Scope with Agency	14 Days	1/18/21	2/5/21
TAB-Training Resources Scheduled (onsite or web)	2 Days	1/18/21	1/20/21
TAB-Marketing Material Ordered and Shipped	1 Day	1/20/21	1/21/21
TAB-Go Live - Distro & Wifi Activation	1 Day	2/4/21	2/5/21
TAB-IS Phase 4 Go Live Tasks	1 Day	2/4/21	2/5/21
TAB-IC Phase 3 Go Live Tasks	1 Day	2/4/21	2/5/21
TAB-INS Phase 3 Go Live Tasks	1 Day	2/4/21	2/5/21
TAB-ICT Go Live Support Activities	1 Day	2/4/21	2/5/21
TAB-Touchpoint - Agency Notification of Activation of Services and Functionality	1 Day	2/4/21	2/5/21
SVC-SVC Phase for Deployment of Services	90 Days	9/28/20	2/5/21
SVC-Securus Planning Activities	12 Days	9/28/20	10/13/20
SVC-Scope Overview	3 Days	9/28/20	9/30/20
SVC-Host Internal Project Review and Kick-off Meeting	2 Days	10/1/20	10/2/20
SVC-Initial Project Plan Build & Document Updates for Agency External Kick-off	3 Days	10/5/20	10/7/20
SVC-Request to Telecom for Transport Evaluation	7 Days	10/5/20	10/13/20
SVC-Agency Inflation Procedures	6 Days	10/12/20	10/19/20
SVC-Kick-Off Meeting with Agency	2 Days	10/12/20	10/13/20
SVC-Update Documents and Project Plan and Distribute to Project Sponsors/Stakeholders	2 Days	10/14/20	10/15/20
SVC-Agency Integration Meeting	1 Day	10/19/20	10/19/20
SVC-Surveys, Orders, and Designs - Stage Tracking	12 Days	10/16/20	11/2/20
SVC-Site Survey by Field Service - Equipment Inspection for Services	1 Day	10/16/20	10/18/20
SVC-Post Site Survey Project Plan Updates	2 Days	10/19/20	10/20/20
SVC-Design BoM and Network; Submit and Receive Approvals	6 Days	10/21/20	10/29/20
SVC-Process Equipment Orders - SO Created and Submitted	2 Days	10/29/20	11/2/20
SVC-Provisioning by Implementation Specialist	45 Days	10/21/20	12/28/20
SVC-Evaluation of Product and Feature Functionality Requirements - SVV Cut Sheet	2 Days	10/21/20	10/22/20
SVC-Phase 1 Initiate Facility and Site Creation in SPP	3 Days	10/26/20	10/29/20
SVC-Phase 2 Software Provisioning	10 Days	10/29/20	11/11/20

Task Name	Duration	Start On	Due On
SVC-Phase 3 Network and Hardware Configurations	15 Days	12/4/20	12/29/20
SVC-Order Management and Service Configurations	36 Days	10/14/20	12/4/20
SVC-Telecom Order & Delivery Lead Time	30 Days	10/14/20	11/24/20
SVC-Equipment Tracking & Delivery Lead Time	22 Days	11/3/20	12/4/20
SVC-Integration Tracking & Delivery Lead Time	20 Days	10/20/20	11/19/20
SVC-Touchpoint - Confirmation of Onsite Incoming Activity for Equipment and Telecom; Schedule Onsite Install	1 Day	11/12/20	11/12/20
SVC-Onsite Activities Performed and Completed	40 Days	11/25/20	1/28/21
SVC-Onsite Equipment Installation Activity Performed	35 Days	12/4/20	1/28/21
SVC-Transport Test & Turn Up	1 Day	11/25/20	11/25/20
SVC-Touchpoint - Final Implementation Review (BTM/REG, Go/No Go, Go Live Scheduling)	1 Day	1/21/21	1/22/21
SVC-OMS/JMS/Commissary Integration Activities	9 Days	11/17/20	12/1/20
SVC-Configurations for Integration Features Within Systems	2 Days	11/17/20	11/19/20
SVC-Sr. INT - Phase 1 Validation	2 Days	11/19/20	11/20/20
SVC-Final Testing and Push to Production - Files for Service	2 Days	11/23/20	11/24/20
SVC-Sr. INT - Phase 2 Validation	2 Days	11/25/20	11/30/20
SVC-Approvals of Data Conversions by All Parties	1 Day	12/1/20	12/1/20
SVC-Activation of Scope with Agency	14 Days	1/18/21	2/9/21
SVC-Training Resources Scheduled (onsite or web)	2 Days	1/19/21	1/20/21
SVC-Marketing Material Ordered and Shipped	1 Day	1/20/21	1/21/21
SVC-Go Live - Terminal Activation	1 Day	2/4/21	2/5/21
SVC-IS Phase 4 Go Live Tasks	1 Day	2/4/21	2/5/21
SVC-IC Phase 3 Go Live Tasks	1 Day	2/4/21	2/5/21
SVC-INS Phase 3 Go Live Tasks	1 Day	2/4/21	2/5/21
SVC-ICT Go Live Support Activities	1 Day	2/4/21	2/5/21
SVC-Touchpoint - Agency Notification of Activation of Services and Functionality	1 Day	2/4/21	2/5/21



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM

May 4, 2021

SUBMITTED BY: Sheriff's Office – David Robinson

SUBJECT: DENTAL STERILIZER PURCHASE

SUMMARY:

Overview:

The Kings County Sheriff's Office is seeking retroactive permission to purchase a Dental Sterilizer for the Kings County Jail.

Recommendation:

- a. Approve the purchase of a Dental Sterilizer; and
- b. Adopt the budget change (4/5 vote required)

Fiscal Impact:

There is no cost to the General Fund. The total cost of \$6,096, was paid out of the Inmate Welfare Fund.

BACKGROUND:

The Kings County Jail is required to provide dental care to inmates. The current sterilizer broke and without the sterilizer, the Jail was unable to provide dental care. Due to the urgent need, the Jail purchased a new dental sterilizer to continue the dental care in the jail.

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2021.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM

May 4, 2021

SUBMITTED BY: Sheriff's Office – David Robinson

SUBJECT: WASHING MACHINE PURCHASE

SUMMARY:

Overview:

The Kings County Sheriff's Office is seeking retroactive permission to purchase two washing machines for the Kings County Jail.

Recommendation:

- a. Approve the purchase of two washing machines; and
- b. Adopt the budget change (4/5 vote required)

Fiscal Impact:

There is no cost to the General Fund. The total cost, not to exceed \$43,000, will be paid out of the Inmate Welfare Fund.

BACKGROUND:

The Kings County Jail has seen an increase in laundry amounts due to COVID-19. One of the current washing machines in the Jail broke. Due to the extreme need the Jail worked with building maintenance to order a replacement washing machine and an additional washing machine to keep up with the laundry demands.

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2021.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM May 4, 2021

SUBMITTED BY: Behavioral Health Department – Lisa Lewis/Fil Leanos

SUBJECT: MENTAL HEALTH MATTERS MONTH

SUMMARY:

Overview:

Kings County Behavioral Health, in collaboration with the Kings County Mental Health Task Force, is requesting the County to help raise awareness of mental health issues and services by promoting May as Mental Health Matters Month in Kings County in 2021.

Recommendation:

Adopt a Resolution proclaiming the month of May 2021 as Mental Health Matters Month in Kings County.

Fiscal Impact:

There is no impact to the General Fund. Revenues and expenditures for awareness activities are accounted for in the Fiscal Year 2020-2021 Adopted Budget, Budget Unit 422200 (Mental Health Services Act).

BACKGROUND:

Since 2013, the State of California has proclaimed May as Mental Health Matters Month. This statewide effort was created to generate a greater understanding of mental health issues through the Each Mind Matters campaign. The goal is to increase awareness, but also to reduce the barriers and stigma associated with individuals seeking mental health treatments and wellness programs to live a longer and healthier life. Throughout Mental Health Matters Month, Kings County Behavioral Health (KCBH), in collaboration with Kings Partnership for Prevention (KPPF) and working with the Kings County Mental Health Task Force, will be engaging the community through various methods.

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2021.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

MENTAL HEALTH MATTERS MONTH

May 4, 2021

Page 2 of 2

The Kings County Mental Health Task Force will utilize the following activities to raise awareness that May is Mental Health Matters month.

- Radio ads promoting services, and the monthly campaign will be aired via iHeart Media in Spanish & English on La Preciosa 92.9, B-95, and Power Talk 96.7.
- Outreach activities targeting the Spanish-speaking population will be facilitated at the Hanford Flea Market.
- Sharing of newly designed Mental Health Magnet Resources to Kings County Mental Health Task Force Members to place at their respective sites and share with community members.
- Sharing of the Take What You Need Poster (English & Spanish) with County stakeholders to place in their lobbies and homes that emphasizes mental health wellness affirmations.
- Promote mental health wellness resources with our current support groups (Sister Speak, Veteran's Support Group, The Source, and Family Support Group).
- Weekly Mindfulness activities will be developed and shared with community stakeholders via KPFP's vast network infrastructure.
- In collaboration with the Perinatal Mental Health Integration Project, help promote the awareness and resources of maternal mental health to pregnant women, new parents, families, and physicians.

The Resolution has been reviewed and approved by County Counsel as to form.

BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF KINGS, STATE OF CALIFORNIA

IN THE MATTER OF RECOGNIZING RESOLUTION NO. _____
MAY 2021 AS KINGS COUNTY MENTAL
HEALTH MATTERS MONTH _____/

WHEREAS, mental health is essential to everyone's overall health and well-being; and

WHEREAS, all Americans face challenges in life that can impact their mental health; and

WHEREAS, prevention is an effective way to reduce the burden of mental health conditions; and

WHEREAS, there are practical tools that all people can use to improve their mental health and increase resiliency; and

WHEREAS, mental health conditions are real and prevalent in our nation; and

WHEREAS, with effective treatment, those individuals with mental health conditions can recover and lead full, productive lives; and

WHEREAS, each business, school, government agency, healthcare provider, organization and citizen shares the burden of mental health problems and has a responsibility to promote mental wellness and support prevention efforts.

THEREFORE, IT IS HEREBY RESOLVED as follows:

1. The Kings County Board of Supervisors do hereby proclaim May 2021 as Mental Health Matters Month in Kings County; and
2. Call upon the citizens, government agencies, public and private institutions, businesses and schools in Kings County to recommit our community to increasing awareness and understanding of mental health, the steps our citizens can take to protect their mental health, and the need for appropriate and accessible services for all people with mental health conditions.

Chairman, Board of Supervisors
County of Kings, State of California

WITNESS my hand and seal of said Board of Supervisors this 4th day of May 2021.

Catherine Venturella, Clerk to the Board



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM May 4, 2021

SUBMITTED BY: Department of Finance – James Erb

SUBJECT: **PREFUNDING THE FISCAL YEAR 21/22 CALPERS UNFUNDED ACCRUED LIABILITY CONTRIBUTIONS**

SUMMARY:

Overview:

CalPERS offers a substantial discount for prepayment of the Unfunded Accrued Liability (UAL) portion of the annual retirement contribution each year. The Director of Finance proposes issuing a Discount Note from the Kings County Investment Pool to finance prepayment of both the Miscellaneous and Safety Fiscal Year (FY) 21/22 UAL contributions. This Note will be issued and paid off during the fiscal year so the liability will not become part of the County's balance sheet at year-end.

Recommendation:

Authorize the Director of Finance to prefund the Fiscal Year 21/22 CalPERS Miscellaneous and Safety contributions with proceeds from a 2% Discount Note purchased by the Kings County Investment Pool, dependent on approval of the appropriation for the Fiscal Year 21/22 Unfunded Accrued Liability in the proposed budget.

Fiscal Impact:

The discount for prefunding the CalPERS contributions is \$492,044. Total interest on the Discount Note would be \$277,794 for a net savings of \$214,249. The savings realized from prefunding will be recorded as general revenues, and will not have any impact on department budgets.

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2021.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

PREFUNDING THE FISCAL YEAR 21/22 CALPERS UNFUNDED ACCRUED LIABILITY CONTRIBUTIONS

May 4, 2021

Page 2 of 2

BACKGROUND:

For Fiscal Year 21/22, Kings County's combined Miscellaneous and Safety CalPERS contribution is \$14,792,412. If the full year's payment is prepaid by July 31, 2021, the total required contribution is \$14,300,368, for a savings of \$492,044. The prepayment will cover the period from July 1, 2021 through June 30, 2022.

Funding for the prepayment can be obtained through a Discount Note issued by the County and purchased by the Kings County Investment Pool. The Discount Note will bear the interest rate of 2.00% and earn \$277,794 in interest for the combined pool participants. Treasury Pool earnings for the 2nd quarter were .9249%.

This type of County issued Discount Note falls under California Government Code 53601(e) Bonds, notes, warrants, or other evidences in indebtedness of local agency within this State, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the local agency, or by a department, board, agency, or authority of the local agency. Per California Government Code, the portfolio maximum for these types of investments is 100%. Current County Director of Finance's Investment Policy allows a maximum \$20,000,000.

Official Discount Note
Maturity Amount: \$14,578,162.99
Issue Amount: \$14,300,368.00

County of Kings, California, 2021-22 CalPERS Prefund Note

Authority for Investment

This Note is authorized per California Government Code § 53601(e). Bonds, notes, warrants, or other evidences of indebtedness of a local agency within this state, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the local agency, or by a department, board, agency, or authority of the local agency and meets restrictions set forth by the County Investment Policy.

Description of Note

The Note will be dated July 16, 2021, and will mature on June 24, 2022. The Note will bear interest at the rate of 2.00%. The principal and interest will be payable to the Kings County Treasurer at maturity. The Note will not be subject to payment prior to maturity.

Security for the Note

As security for the payment of the principal and interest on the Note, the County Director of Finance pledges employer and employee contributions collected during fiscal year 2021-22.

Purpose of the Note

The issuance of the 2021-22 CalPERS Prefund Note allows the County to benefit from the discount CalPERS has offered for prefunding the contribution.

Source of Note Proceeds

The Note will be issued by the Kings County Treasurer from the Treasury Pool available funds. The Note proceeds will be paid to CalPERS to prefund the required FY21/22 contribution.

Certification

I, the undersigned, have prepared and negotiated this Note in accordance with the authority granted to me as the Auditor-Controller-Treasurer-Tax Collector and I authorize the issuance of this interest bearing investment and obligation of the County and employee pension contributions.

James P Erb
Director of Finance

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 May 4, 2021

SUBMITTED BY: Department of Public Health- Edward Hill/Heather Silva

SUBJECT: ADVANCED STEP HIRE

SUMMARY:

Overview:

The Kings County Department of Public Health is requesting the approval to hire Nicholas Montoya as a Program Manager for the Epidemiological Laboratory Capacity Enhanced Grant at Step 4, which requires Board approval under Personnel Rule 13051. County Administration and Human Resources support this request.

Recommendation:

Approve the advanced step hire of Nicholas Montoya as a Program Manager at Salary Range 223.0, Step 4.

Fiscal Impact:

There is no impact to the General Fund for this request. This position and its associated salary was included in the budget for the Epidemiological Laboratory Capacity Enhanced and Expansion Grants for Budget Unit 411300. There are salary savings due to the timeframe of filling this position that will accommodate the advance step hire.

BACKGROUND:

Mr. Montoya has over five years of management experience as a Staff Analyst with Fresno County. He has experience in researching, developing, procuring, implementing, administrating, and evaluating services for Fresno County, which will be a great asset to the Department as the Program Manager for the Epidemiological Laboratory Capacity (ELC) Enhanced Grant and ELC Expansion Grant. Mr. Montoya meets the minimum education qualifications by having his Bachelor of Arts Degree in Psychology and will be graduating next year with his Master of Public Administration Degree.

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2021.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

ADVANCED STEP HIRE

May 4, 2021

Page 2 of 2

Mr. Montoya has experience in multiple areas of project management that will play a vital role in the success of the ELC programs. Some of his experience is but not limited to; contract management with county departments, community-based organizations and outside agencies, policy and procedure implementation and oversight, supervisory experience, and budget management. The ELC programs have work plans and spend plans that are complex and have multiple reporting requirements attached to them. Mr. Montoya's experience in project management and budget administration will immensely benefit the Department and this program.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM May 4, 2021

SUBMITTED BY: Public Works Department – Dominic Tyburski/Mitchel Cabrera
SUBJECT: KETTLEMAN CITY – STATE ROUTE 41 PEDESTRIAN CROSSING AND PATHWAY IMPROVEMENTS

SUMMARY:

Overview:

Provost & Pritchard Consulting Group has prepared the Plans, Specifications, and Estimate (PS&E) package on behalf of Public Works for the Kettleman City Active Transportation Program (ATP) project. The project will consist of a six (6) foot wide Hot Mix Asphalt Concrete pedestrian pathway and the addition of pedestrian activated flashing beacons to the existing crosswalk traversing State Route 41 (SR41) at General Petroleum Avenue.

Recommendation:

- a. Approve the Plans and Specifications for the State Route 41 pedestrian crossing and pathway improvements; and
- b. Authorize the Public Works Department to advertise the project.

Fiscal Impact:

This project will not impact the General Fund. The project is 100% reimbursed through through the California Department of Transportation’s (CalTrans) California Active Transportation Program (ATP). The project construction allocated funds are \$312,000. The project is currently budgeted in the adopted Fiscal Year 2020-2021 Budget, Budget Unit 311000, Account Number 92001.

BACKGROUND:

An ATP Cycle Four application was submitted to the State of California which was approved and funded resulting in this project. The project scope is to construct a six (6) foot wide asphalt concrete pedestrian pathway on the west side of SR41 from Edwards Street to General Petroleum Avenue. Additionally, a pedestrian activated flashing beacon warning system will be installed at the existing crosswalk which traverses SR41 at General Petroleum Avenue.

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2021.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM May 4, 2021

SUBMITTED BY: Public Works Department –Dominic Tyburski/Mitchel Cabrera
SUBJECT: SENATE BILL-1 FUNDED KINGS COUNTY ROADWAY IMPROVEMENT PROJECT

SUMMARY:

Overview:

Kings County Public Works staff has prepared plans and specifications to improve approximately fifteen (15.34) miles of County roadways utilizing Senate Bill-1 (SB-1) funding. The project will consist of a Hot Mix Asphalt Concrete Overlay and a Type II Slurry Seal at various locations within the unincorporated area of the County and will include intersection and driveway transitions.

Recommendation:

- a. Approve the Plans and Specifications for the Fiscal Year 20-21 Senate Bill-1 funded Kings County Roadway Improvement project; and
- b. Authorize the Public Works Department to advertise the project.

Fiscal Impact:

Project cost is estimated to be \$4.0 million and will be provided by the County Road fund, not impacting the General Fund, as included in the adopted Fiscal Year 2020-2021 Budget in Budget Unit 311000, Account 92001 utilizing SB-1 resources.

BACKGROUND:

SB-1, allocated by the State Legislature, is a transportation investment bill to rebuild California by providing funding to repair streets, highways, and bridges across the State. Kings County has received a significant influx of new transportation revenue to invest in the local road system from SB-1 since its enactment in 2017. This measure was in response to California’s significant funding shortfall to maintain the state’s multimodal transportation network. The bill prioritizes funding towards maintenance, rehabilitation, and safety improvements on state highways, local streets, roads, and bridges and to improve trade corridors, transit, and active transportation facilities. Roadway segments to be completed as part of this project are shown in the included Attachment A as approved by your Board with the adoption of Resolution 19-032 on April 7, 2020.

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2021.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Attachment A
FY20-21 SB-1 FUNDED KINGS COUNTY ROADWAY IMPROVEMENT PROJECT

#	ROAD SEGMENT	TREATMENT	LOCATION	W=FT	MILES	TON
1	Fargo Ave.	Hot Mix Asphalt Concrete	13 th Avenue to 15 th Avenue	25	1.75	3,068
2	10th Ave.	Hot Mix Asphalt Concrete	Hanford Armona Rd.to Iona Ave.	25	1.80	5,433
3	Lacey Blvd.	Hot Mix Asphalt Concrete	SR41 to 18 th Avenue	24	1.50	2,560
4	Excelsior Ave.	Hot Mix Asphalt Concrete	12 th Avenue to SR43	30	2.00	3,829
5	Houston Ave.	Hot Mix Asphalt Concrete	14 th Avenue to 16 th Avenue	24	2.00	3,960
6	11th Ave.	Hot Mix Asphalt Concrete	Idaho Ave. to Kansas Ave.	24	4.00	7,682
Total Hot Mix Asphalt Concrete Overlay					13.05	26,532

#	ROAD SEGMENT	TREATMENT	LOCATION	W=FT	MILES	SY
1	1st Place	Type II Slurry Seal	Houston Ave. to Orchard Dr.	23	0.50	6,209
2	2nd Place	Type II Slurry Seal	Houston Ave. to Orchard Dr.	23	0.50	5,806
3	3rd Place	Type II Slurry Seal	Houston Ave. to Orchard Dr.	23	0.50	6,042
4	4th Place	Type II Slurry Seal	Home Ave. to Orchard Dr.	23	0.12	1,415
5	5th Place	Type II Slurry Seal	Home Ave. to Orchard Dr.	23	0.12	1,630
6	6th Place	Type II Slurry Seal	Home Ave. to Orchard Dr.	23	0.15	1,200
7	Home Ave	Type II Slurry Seal	4th Place to 6th Place	23	0.15	1,750
8	Orchard Dr.	Type II Slurry Seal	10th Place to 6th Place	23	0.15	6,726
9	Shaw Place.	Type II Slurry Seal	Temple Street to End.	23	0.10	5,142
Total Slurry Seal Area					2.29	35,920



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM May 4, 2021

SUBMITTED BY: Administration – Rebecca Campbell

SUBJECT: FEDERAL COMMUNITY PROJECT FUNDING REQUESTS

SUMMARY:

Overview:

On March 30, 2021 your Board ranked projects in Kings County to submit to Congressman Valadao for federal earmark funding. This request is to allow for the same projects to be submitted to our other federal delegates for their project requests.

Recommendation:

Authorize the County's federal lobbyist to submit the Board's ranked 2022 Community Project Funding requests to other federal delegates as requested.

Fiscal Impact:

None at this time, but there is a potential to receive federal funding in the future.

BACKGROUND:

Senator Feinstein is and Senator Padilla will soon be accepting funding requests for projects. It is recommended by our federal lobbyist, Paragon Government Relations, to submit the projects that were prioritized by the Board on March 30, 2021. The projects prioritized by the Board in ranking order are as follows:

From Public Works Department: State Route 41 Pedestrian Bridge Project

- This pedestrian bridge project is located near General Petroleum Avenue to replace at-grade cross walk. It will improve the public safety of the community.
- \$2,000,000 Request
- This project may be funded through:
 - Transportation – DOT Local transportation Priorities

From Fire Department: Emergency Operations Center Project

- The County's Emergency Operations Center is currently in an old modular building that is at its end of life. This project would replace that facility for emergency response into the future.

BOARD ACTION:

APPROVED AS RECOMMENDED: ____ OTHER: ____

I hereby certify that the above order was passed and adopted
on _____, 2021.

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.

Agenda Item

FEDERAL COMMUNITY PROJECT FUNDING REQUESTS

May 4, 2021

Page 2 of 2

- \$1,500,000 Request
- This project may be funded through:
 - Federal Emergency Management Agency – Emergency Operations Center Grants

From Community Development Agency: Jackson Ranch Project

- The Interstate 5 and Utica Avenue onramp/offramp is only one of two Interstate 5 interchanges within Kings County. The other is the State Highway 41 interchange at Kettleman City which serves as a major access point from the Central Valley to the Central Coast. In order to direct and respond to highway commercial business development interest along this Interstate 5 midway point, the Jackson Ranch Specific Plan was adopted by the Kings County Board of Supervisors on January 26, 2021, and consists of approximately 425 acres adjacent to and west of Interstate 5 (I-5) at the Utica Avenue on-ramp. The Plan Area is approximately 70 miles northwest of the City of Bakersfield and 70 miles southwest of the City of Fresno. The nearest urbanized area to the Plan Area is Kettleman City, an unincorporated community of the County approximately 6 miles to the northwest. Benefits of this project include, but are not limited to: economic development, transportation, and jobs for the district.
- \$2,000,000 Request
- This project may be funded through:
 - Economic Development – HUD/EDI Econ Dev Initiative

Transportation – DOT Local transportation Priorities

From Sheriff's Department: Deputy Sheriffs' Body Camera Project

- This project will improve public safety for the deputies, community, and has the potential to lower liability.
- \$1,300,000 Request
- This project may be funded through:
 - Department of Justice – COPS Technology and Equipment



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM April 6, 2021

SUBMITTED BY: Administration – Rebecca Campbell

SUBJECT: SUPPORT REQUEST FOR THE CITY OF AVENAL'S COMMUNITY CENTER PROJECT

SUMMARY:

Overview:

The City of Avenal is seeking your Board's support on their request for federal funding for their Community Center Project, which will provide their community a recreational facility.

Recommendation:

Authorize the Chairman to sign a letter of support for the City of Avenal's request for federal funding for their Community Center project.

Fiscal Impact:

None.

BACKGROUND:

The City of Avenal is seeking your Board's support for their federal funding request for their Community Center project. A recreational facility will prove invaluable in promoting healthier lifestyles for the residents of the City of Avenal. An investment in the Avenal Community Center will provide a fundamental resource to a city that is often overlooked and with great need, building its community health resilience at a vital time.

BOARD ACTION:

APPROVED AS RECOMMENDED: ____ OTHER: ____

I hereby certify that the above order was passed and adopted
on _____, 2021.

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.



JOE NEVES – DISTRICT 1
LEMOORE & STRATFORD

RICHARD VALLE – DISTRICT 2
AVENAL, CORCORAN, HOME GARDEN
& KETTLEMAN CITY

DOUG VERBOON – DISTRICT 3
NORTH HANFORD, ISLAND DISTRICT
& NORTH LEMOORE

CRAIG PEDERSEN – DISTRICT 4
ARMONA & HANFORD

RICHARD FAGUNDES – DISTRICT 5
HANFORD & BURRIS PARK

COUNTY OF KINGS BOARD OF SUPERVISORS

MAILING ADDRESS: KINGS COUNTY GOVERNMENT CENTER, HANFORD, CA 93230
OFFICES AT: 1400 W. LACEY BLVD., ADMINISTRATION BUILDING # 1, HANFORD
(559) 852-2362, FAX: (559) 585-8047
Web Site: <http://www.countyofkings.com>

May 4, 2021

The Honorable David Valadao
Congressman California 21st District
1728 Longworth HOB
Washington, DC 20515

Re: FY22 Community Project Funding for the Avenal Community Center

Dear Congressman Valadao:

The Kings County Board of Supervisors thanks you for considering the County's priority Community Project Funding requests that include: 1) a Pedestrian Bridge across State Route 41 in Kettleman City; 2) an Emergency Operations Center in Kings County; 3) the Highway 5 Jackson Ranch Development; and 4) the Sheriff Deputy Body Camera project. The Board also supports funding for the City of Avenal's funding request for the Avenal Community Center.

In 2020, Kings County ranked 55 out of 58 California counties in health factors – defined as health behaviors, clinical care, the physical environment and social and economic factors – which demonstrates that our residents generally have fewer opportunities to improve their health outcomes than those in other counties. Over 24% of adults in this area have a BMI greater than 30 (compared to 22.5% statewide), and 33% of the Medicare population here has diabetes (compared to 25.3% statewide).

These issues are often exacerbated in Avenal due to the fact that it is a small, rural and geographically isolated city with existing issues in accessing services. In fact, there is currently no public gym or fitness center in this city. The nearest facility is in Coalinga, which is only accessible by highway and already at capacity as it serves both the cities of Coalinga and Huron. The community has an urgent need for the Avenal Community Center, which will provide a space for fitness activities, wellness programming and other recreational services.

After extensive shelter-in-place orders, a recreational facility will prove invaluable in promoting healthier lifestyles for these residents. Your investment in the Avenal Community Center will provide a fundamental resource to a city that is often overlooked and with great need, building its community health resilience at a vital time.

The Kings County Board of Supervisors supports this funding request and looks forward to the promising partnerships that will ensure its success.

Sincerely,

Craig Pedersen, Chairman
Kings County Board of Supervisors



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM

May 4, 2021

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

SUBJECT: NOVEL CORONAVIRUS 2019 COUNTY UPDATE

SUMMARY:

Overview:

On March 4, 2020, the Governor of California proclaimed a State of Emergency throughout California because of the increase in cases reported of the novel coronavirus, a disease now known as COVID-19. The President of the United States likewise declared a national emergency because of the COVID-19 outbreak on March 13, 2020. On March 17, 2020, the Board proclaimed a local emergency in Kings County due to the imminent and proximate threat of exposure of COVID-19 on the residents of the County of Kings.

Recommendation:

Receive an update on the local emergency in Kings County due to the imminent and proximate threat of exposure of COVID-19 on the residents of the County of Kings and take action as deemed necessary.

Fiscal Impact:

The County is tracking costs and revenue losses related to the emergency.

BACKGROUND:

A Novel Coronavirus (COVID-19) was first detected in Wuhan City, Hubei Province, China, in December 2019. The Centers for Disease Control and Prevention (CDC) considers the virus to be a very serious public health threat. The exact modes of transmission, the factors facilitating human-to-human transmission, the extent of asymptomatic viral shedding, the groups most at risk of serious illness, the attack rate, and the case fatality rate all remain active areas of investigation. The CDC believes at this time that symptoms appear two to fourteen days after exposure. Currently, there are vaccines for antiviral treatment of COVID-19. County staff has been working diligently to assess and provide resources and information to the community regarding COVID-19. An update will be provided to the Board on County related activities and response.

BOARD ACTION:

APPROVED AS RECOMMENDED: ____ OTHER: ____

I hereby certify that the above order was passed and adopted
on _____, 2021.

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM

May 4, 2021

SUBMITTED BY: Human Services Agency – Sanja Bugay/Antoinette Gonzales

SUBJECT: STUDY SESSION REGARDING THE GENERAL ASSISTANCE PROGRAM

SUMMARY:

Overview:

This study session is to provide the Board information concerning the County's General Assistance Program and recommended updates and changes to procedures and eligibility requirements to improve eligibility and administrative efficiency and functions.

Recommendation:

Receive an update on the General Assistance Program as administered by the Human Services Agency.

Fiscal Impact:

There is no direct fiscal impact associated with acceptance of the presentation on the General Assistance Program. However, the program itself is funded through the County General Fund.

BACKGROUND:

California Welfare and Institutions Code Section 17000 et seq. imposes a duty on the County to adopt standards of aid and care for the indigent and dependent poor. The General Assistance Program is a County program funded solely by local County revenue. It has been established to offer assistance to Kings County residents who are unable to provide for their own needs and unable to qualify for state or federal public assistance programs. It is administered promptly and humanely, with due regard to the preservation of family life and without discrimination due to age, disability, race, color, national origin, religion, political affiliation, sex, or marital status. General Assistance is to be administered to encourage self-respect, self-reliance, and due to the short-term nature of the program, with the ultimate goal of returning to work. It is the responsibility of all who are concerned with the administration of General Assistance to do so with courtesy, consideration, and respect toward applicants and recipients.

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: ____ OTHER: ____

I hereby certify that the above order was passed and adopted
on _____, 2021.

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.

Agenda Item

STUDY SESSION REGARDING THE GENERAL ASSISTANCE PROGRAM

May 4, 2021

Page 2 of 2

For decades, Kings County has administered a General Assistance Program through the Human Services Agency (HSA). The most current Board authorization was Resolution 89-087, approved on August 22, 1989. That resolution authorized the Human Services Agency to use its current procedures, application, and rights and responsibilities to provide costs for housing, utilities, food, clothing, transportation, and personal needs for the Kings County residents with no means of support.

Those procedures and application are in need of an update to adjust eligibility requirements, address operational changes, and establish a standard of aid. This study session will provide recommendations for these updates. Program recommendations and updates were reviewed and approved by County Counsel through an assessment and review of General Assistance Public Records Act requests and case studies and lawsuits that have been filed in other counties.

KINGS COUNTY HUMAN SERVICES AGENCY GENERAL ASSISTANCE PROGRAM STANDARDS AND PROCEDURES

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KINGS COUNTY HUMAN SERVICES AGENCY GENERAL ASSISTANCE PROGRAM STANDARDS AND PROCEDURES

91-100 General Information

1. Statement of Purposes

California Welfare and Institutions Code Section 17000 et seq. imposes a duty on the County to adopt standards of aid and care for the indigent and dependent poor. General Assistance Program provided for herein is a County program funded solely by local County revenue. It has been established to offer assistance to Kings County residents who are unable to provide for their own needs and unable to qualify for state or federal public assistance programs. It is administered promptly and humanely, with due regard to the preservation of family life and without discrimination due to age, disability, race, color, national origin, religion, political affiliation, sex or marital status. General Assistance is to be administered to encourage self-respect, self-reliance, and due to the short-term nature of the program, with the ultimate goal of returning to work. It is the responsibility of all who are concerned with the administration of General Assistance to do so with courtesy, consideration, and respect toward applicants and recipients.

None of the statements of policy herein are to be interpreted in such a manner that are in conflict with any section of the Welfare and Institutions Code (W & I) governing the indigent laws of the State and other laws of the State and County Ordinance.

91-101 Definitions

1. Agency: as used in these regulations means Kings County Human Services Agency unless otherwise designated.
2. Aid: Unless otherwise designated, means General Assistance.
3. Aid Paid Pending: a continuance of aid in the amount paid before the proposed action, pending an Administrative Decision where the issue is termination or a decrease of benefits and the appeal is filed prior to the effective date of the county's proposed action.
4. Application for General Assistance: an application is a request for aid in writing made to the Human Services Agency on the SAWS 1 form or General Assistance Application either by the applicant or by another on his or her behalf.
5. Applicant: a person who applies for aid under the General Assistance program.
6. Assistance Payments: refers to case, or vendor payments made on behalf of General Assistance recipients. Case assistance payments will normally be issued and accessed via an Electronic Benefit Transfer (EBT) Card.
7. Expedited Processing of Application: refers to the approval or denial of General Assistance within two (2) working days to meet emergency shelter needs where the applicant provides both:
 - a. evidence of the availability of shelter which is within the limits set forth herein; and
 - b. information necessary for the Agency to establish eligibility for General Assistance.
8. GA: as used in these regulations refers to General Assistance.

9. *Income*: any benefit in cash or in-kind which is in fact currently available to the individual or is received by him/her as a result of current or past labor or services, business activities, interest in real or personal property, or as a contribution from persons, organizations, or assistance agencies.
10. *Interim Assistance*: General Assistance payments made to individuals pending an application with the Social Security Administration for Supplemental Security Income/State Supplemental Payment (SSI/SSP).
11. *Overpayment Recovery Account*: an account created in the County's automated eligibility system for payments which a recipient was not entitled that must be repaid.
12. *Personal Property*: in general, personal property is possessions or interests which are easily transported or stored. It includes but is not limited to cash, savings and checking accounts, securities, instruments or other evidence of indebtedness such as notes, mortgages and deeds of trust.
13. *Real Property*: is land and improvements and includes, as a general rule, immovable property attached to the land such as trees, fences, buildings, etc.
14. *Recipient*: is a person or household unit who is or has been receiving aid under the General Assistance program.
15. *Repayment Recovery Account*: an account created in the County's automated eligibility system to track repayment of GA benefits.
16. *Residency*: is the person's or household's residence in the County, which need not be fixed residence.
17. *Utilization of Property*: refers to property which is making a reasonable contribution toward current needs or is listed for sale for an amount consistent with its current market value.
18. *Willful Refusal*: as used in these regulations, willful refusal is defined when competent, healthy individuals voluntarily, deliberately, intentionally and not accidentally, refuse to comply with a program requirement. (The mere mental or physical disability of an individual will not constitute a willful refusal).

91-200 Application Procedures

91-201 Agency Responsibility

1. The Human Services Agency is responsible for receiving requests and applications for GA, for determining eligibility or ineligibility, for authorizing aid in the correct amount promptly to eligible persons, for providing information as to availability of social services in this Agency and other agencies.
2. All applications and records are confidential and are not open to examination for any purpose not directly connected with administration of GA.
3. The Agency shall ensure the customer fully understands the time limits for assistance, when applicable, as stated in Section 91-306 of these regulations.

91-202 Customer Responsibility

1. Customers shall be responsible for providing all facts and verification required by the Agency to determine eligibility for GA. An application shall be provided electronically or in writing and an in-person or phone interview is required. Facts and verification shall include:
 - a. Identity;
 - b. Residency;
 - c. Income;
 - d. Property and other resources;
 - e. Citizenship;
 - f. Social Security Number;
 - g. Absent parent information necessary for cooperation with the Kings County Department of Child Support, when appropriate; and
 - h. Any necessary legal documentation, i.e. proving emancipation, power of attorney, etc.
2. The customer shall apply for all income sources potentially available to meet current needs, including but not limited to, Unemployment Insurance Benefits, State Disability Insurance, state categorical aid programs, etc.
3. The customer shall report any and all changes of income, personal circumstances and property, within three (3) working days of the change. Failure to report changes in a timely manner shall result in the termination of GA effective the end of the report month.
4. The customer shall provide, to the Agency, all income received while a recipient of GA. The customer shall sign a notice of indebtedness for all aid paid to the customer from GA. The customer shall also sign the SSP 14 Authorization For Reimbursement Of Interim Assistance Initial Claim Or Posteligibility Case form, authorizing reimbursement to the County from SSI/SSP funds for any GA payments made to the customer.
5. Any other requirements listed in Section 91-204.

91-203 Who May Apply

1. Any person 18 years of age or older (or a legally emancipated minor), in need, or responsible for a person in need may apply for GA by appearing in person at the Agency office or over the phone and by completing and signing the prescribed application form and submitting required verification documents. The application must be signed by the applicant, and as applicable, by the head of the applicant's family, by the applicant's guardian or conservator, or by any other person acting lawfully on behalf of the applicant.
2. If an applicant is unable to act on his or her own behalf, an Authorized Representative, duly appointed by the applicant or by the court, may act in his or her stead. . Upon approval of benefits, the Authorized Representative will be given access to applicant's GA and CalFresh benefits through an EBT card issued in the Authorized Representative's name. The Cash Aid/CalFresh Electronic Benefit Transfer – EBT Request for a Designated Alternate Card Holder/Authorized Representative form (TEMP 2201) must be completed by the applicant and their designated Authorized Representative as part of the application process.

3. Where an application for GA is submitted on behalf of the family, each competent adult member of the family must sign all prescribed forms and submit required verification documents.
4. When a married couple applies, both individuals must be included in the GA assistance unit, be present for the intake interview, and sign all documents. If one spouse is a recipient of SSI/SSP, the SSI/SSP individual will not be aided but must attend the interview and sign all documents together. If one spouse refuses to apply or attend the interview, both applicants are ineligible and the application will be denied.
5. Per WIC 17016, an individual shall not be eligible for GA if he/she is either:
 - a. Fleeing to avoid prosecution, or custody and confinement after conviction for a crime or an attempt to commit a crime that is a felony.
 - b. Violating a condition of probation or parole imposed under federal law or the law of any state.

91-204 Application Interview

A representative of the Agency shall interview the applicant at the time the application is signed. In this interview, the Agency shall inform the applicant of:

1. GA eligibility requirements.
2. The responsibility for reporting all facts material to a correct determination of eligibility and aid.
3. The joint responsibility which the County and applicant have for exploring all the facts concerning eligibility, needs and income, and the applicant's responsibility for presenting records or documents in his possession if required to support his statements.
4. The confidential nature of all information given except as provided in Welfare and Institution Code, Section 17006.
5. The kinds of verification needed to establish eligibility.
6. The fact that all investigations shall be undertaken with the full knowledge and consent of the applicant.
7. The applicant's responsibility for notifying the Agency immediately (within three (3) working days) of all changes in circumstances.
8. The availability of assistance or services under some other program, either public or private if indicated.
9. Employment/training and job search requirements and assistance time limits, as applicable (see Section 91-306).
10. Requirement to remit to the County any earned or unearned income received by the recipient while on GA.
11. The benefits received through the GA program are a loan and must be repaid to the County.
12. Requirements of reimbursement by real property liens when appropriate. (see Section 91-500).

13. The applicant's rights and responsibilities and what he/she may expect from the Agency.
14. The applicant's responsibility to apply for any other sources of income, including but not limited to, Unemployment Insurance Benefits, State Disability Insurance, state categorical aid programs, etc.
15. Information regarding using an EBT card as found in the California Electronic Benefit Transfer (EBT) Card brochure (Pub 388).

91-205 Application Process

The Agency shall take action promptly on all applications and shall approve or deny applicants as soon as possible, but no later than thirty (30) calendar days following the date the application was filed. When an application is approved, GA shall be granted beginning in and for the month approved.

Expedited processing of applications for emergency shelter shall be accomplished within two calendar days for applicants who can verify they have located housing which falls within program limits as defined herein and who have provided information necessary for the County to determine eligibility to GA.

1. Required Verification:

- a. The records or documents in the applicant's possession shall be used whenever possible in preference to obtaining information from other sources.
- b. Investigation shall be conducted as reasonably necessary by obtaining, from the most reliable sources available, verification necessary to determine whether the applicant meets each of the conditions of eligibility and the correct amount of aid.
- c. All information secured in the process of determining eligibility shall be evaluated. If evidence is conflicting or inconsistent, the investigation shall be pursued to the point that the preponderance of evidence supports the decision with respect to eligibility.

2. Action shall be taken to deny aid if:

- a. Proof of ineligibility is obtained.
- b. All reasonable sources of proof of eligibility have been examined without establishing eligibility.
- c. The applicant's whereabouts is unknown.
- d. The applicant left the county with the intent to establish residence elsewhere before his eligibility was determined.
- e. The applicant willfully fails or refuses to meet employment requirements. (See Section 91-306).

3. Withdrawal

- a. If the applicant wishes to withdraw his application prior to the determination of eligibility, such withdrawal shall be in writing or Agency records shall reflect applicant failed or refused to execute a withdrawal in writing.

91-206 Re-evaluation

1. The Kings County Human Services Agency is responsible for such continued re-evaluation as necessary to ensure payment of aid in the correct amount to assist recipients to make maximum use of their resources and capabilities.
 - a. During the re-evaluation, the Agency shall stress the time limits for aid set forth in Section 91-306 of these regulations, as applicable.
2. If circumstances do not require an earlier review, a re-evaluation of all circumstances which are subject to change shall be made at least quarterly, for those customers receiving interim assistance.
3. A re-evaluation shall include an interview with the recipient, in person or over the phone.
4. The recipient's statements and information obtained from all the sources shall be evaluated in light of facts previously established or known to the Agency.
5. Failure to complete the re-evaluation will result in discontinuance of GA benefits.

91-207 Strikers

1. An individual is not eligible for GA under these regulations, and no such benefit shall be payable to him/her if he/she left work because of a trade dispute. Such individual shall remain ineligible for the period during which he/she continues out of work by reason of the fact that the trade dispute is still in active process in the establishment in which he/she was actively employed.

91-208 Notice

1. Except as provided below, in all cases in which Agency action will result in a discontinuance, termination, or decrease of GA under these regulations, the Agency shall mail notice of such action to the affected recipients at least ten (10) days prior to the effective date of the proposed action.
2. Ten (10) day notice is not required in the following instances:
 - a. The Agency has factual information confirming the death of the recipient.
 - b. The recipient submits a written request for discontinuance.
 - c. The recipient has been placed in a skilled nursing facility, intermediate care facility or long-term hospitalization.
 - e. The whereabouts of the person affected are unknown or the person moves out of the county.
 - f. A child is removed from the home as a result of judicial determination.
 - g. The applicant/recipient has engaged or participated in any disqualifying activity as outlined in Section 91-700.
3. Notice of the Agency determination that an applicant is not eligible shall be given in writing within ten (10) days of the adverse action.

91-209 Right of Appeal

1. If the applicant or recipient claimant is dissatisfied with any action taken by the Agency with respect to his/her applications for GA, he/she may appeal the action as set forth herein. The appeal must be in writing and must be filed within thirty (30) days of the

- mailing date of adverse decision of the Department. The Kings County Human Services Agency Director shall designate an impartial review agent who was not connected with the original decision to conduct a review hearing. An authorized representative may be appointed by the claimant in writing or verbally at the hearing to act on behalf of, or assist, the claimant with any and all aspects of the hearing. The parties and their representatives and witnesses, if any, shall be the only persons present during the hearing unless all parties and the review agent agree to the presence of others. A GA appeal hearing may be denied when the sole issue is the result of a change in the GA ordinance requiring an automatic grant adjustment or discontinuance or, except as provided for in Section 91-210.4, when the claimant has not submitted his/her request on timely basis. The hearing will be scheduled within fifteen (15) business days of the date the hearing request is received.
2. All testimony shall be given under oath or affirmation.
 3. The proceedings at the hearing shall be documented by audio or video recording or other means capable of reproduction or transcription.
 4. The review agent may continue the hearing for a period not exceeding ten (10) calendar days if additional evidence or witnesses are necessary for proper determination of the issue.
 5. The review agent shall submit a recommended decision to the Director within ten (10) calendar days after completion of the review hearing.
 6. The recommended decision shall be based only upon evidence presented at the review hearing and shall contain a summary statement of facts, the issues involved, findings and the basis for the decision. The Director may adopt the recommended decision or enter a new and different decision based on the evidence.
 7. Copies of the Director's decision shall be sent to each party and every representative of each party within five (5) calendar days of the date of the decision.
 8. The applicant or recipient may appeal to the County Board of Supervisors within thirty (30) days of the date of action for review of the action with which he/she is not satisfied. Board of Supervisors shall conduct its review based on the record and shall not receive new evidence. The decision of the Board of Supervisors is final.
 9. Requests for hearing that are withdrawn may be reopened within thirty (30) days of the withdrawal. A hearing that has been dismissed for abandonment may not be reopened with the exception of good cause. Examples of good cause include death in the family, personal illness or injury, or sudden and unexpected emergencies.
 10. Upon receipt of a decision, the Agency must initiate action to comply with the decision within 30 days.

91-210 Aid Paid Pending (APP) a Hearing

1. When the recipient requests a hearing within ten (10) days from the date the Notice of Action was mailed, GA shall be paid as required by Section 91-205 or continue to be paid, provided the recipient does not voluntarily and knowingly waive assistance, until the hearing decision is provided by the Director.
2. APP will not be authorized when claimant has died; has entered a medical or penal institution; left Kings County; whereabouts are unknown; submits a written waiver to

APP; or if an employable recipient has already received the maximum number of three (3) GA months in a twelve (12) month period.

3. APP will be non-applicable when the dispute is on an issue of law change or cease when the claimant withdraws his/her request for hearing; the claimant fails to appear at the hearing and a dismissal is issued; the Director adopts the hearing decision.
4. If a recipient fails to file a hearing request before the effective date of the proposed action, aid paid pending is appropriate provided the claimant contends that he/she did not receive adequate and/or language-compliant notice and the appeal agent determines that the required notice was not received.
5. Aid Paid Pending received pending the county's action or determination will be considered an overpayment if the Agency's action is upheld by the Director or, if further appealed, the Board of Supervisors at the conclusion of the administrative hearing process.

91-300 Determination of Eligibility

91-301 Residency Requirement

1. State and County: to be eligible for GA the applicant for GA must have been a resident of the County for a minimum of ten (10) days. This requirement does not require that the applicant have a fixed address in the County any time prior to the application for GA nor does it prevent a resident experiencing homelessness from obtaining GA. There is no inter-county transfer for General Assistance.
2. The residence is the place where one remains when not called elsewhere for labor or other special or temporary purpose, and to which he returns in seasons of response.
3. Any person otherwise eligible who is a legal resident of another county may be returned to his/her place of legal residence or to another destination at the discretion of the Director.
4. As a general rule, no aid is granted to a legal resident of another county except whenever the respective Boards of Supervisors deem it best for the welfare of a family or in the public interest that an indigent remain in the county not responsible for this support, the county responsible for the support of the indigent may agree to support him/her in the county not so responsible, but no indigent supported in this manner shall be deemed to have acquired a residence in the non-responsible county, and a record or copy of the Board of Supervisor's determination shall be sent to the recipient and filed in the office of the Agency (Welfare and Institutions Code, Sec. 17110).
5. Only those aliens who either are admitted for permanent residence under color of law or are admitted as temporary lawful residents under the Immigration Reform and Control Act are eligible to receive GA from the Agency.
 - a. When an alien, who has a legal sponsor, applies for GA, the County shall require the sponsor to sign a written repayment agreement as a condition of eligibility for GA in accordance with W & I Code Section 17001.6.
6. Inmates of penal institutions and inpatients of medical/mental institutions shall not be eligible for GA, unless the incarceration or hospitalization is temporary. Temporary incarceration or hospitalization is a period of less than one full month.

- a. Once an applicant has been granted GA and is later incarcerated or hospitalized, the estimated duration must be determined.
 - 1) If the recipient will not be released by the end of the month following the month of incarceration or hospitalization, the case will be discontinued with timely and adequate notice.
 - 2) If the recipient is anticipated to be released before the end of the month following the month of incarceration or hospitalization, no overpayment has occurred and the case will remain open.
 - 3) If the recipient is incarcerated or hospitalized for a full calendar month, an overpayment has occurred for that month if aid was paid for that month.

91-302 Property Limitation

Real and personal property which an applicant owns or in which he/she has an interest are resources which must be considered before GA is granted.

1. Real Property

- a. No aid under GA shall be granted or paid to any individual or family who owns real property, the combined market value of which, less all encumbrances thereon of record exceeds \$3,000.00 as otherwise provided herein except as set forth below. (The market value is to be determined in consultation with County Assessor's Office.)
- b. Real property owned and occupied by the applicant/recipient as a place of residence is exempt from the limitation set forth in subsection "a" above.
 - 1) Any place of abode of an applicant/recipient, whether houseboat, trailer or other habitation, shall be considered real property.
- c. Utilization: Real property owned, but not occupied as a home by an applicant/recipient, shall be utilized in order to be exempt. This requirement is met if the net monthly income from the property is one-twelfth of six percent of the net market value of the property, or if the property is listed for sale with a licensed real estate broker at the market value.
- d. Conversion of Real Property: Any proceeds from the conversion of real property into personal property received by an applicant/recipient shall be considered personal property on the first of the month following such conversion.
- e. Separate Property: Ownership of separate property by a spouse with whom the applicant/recipient is not living shall not preclude the applicant from receiving aid.

91-303 Personal Property

1. No aid under this program shall be granted or paid to any individual or family who owns personal property, the value of which less all encumbrances thereon of record exceed \$1,500.00 except as set forth below as provided in California D.S.S. Manual, Section 42-200.
2. The following items are exempt from consideration in determining the value of personal property holdings:
 - a.) Personal and domestic effects and household furnishings.

- b.) An internment space, crypt or niche intended for the internment of the applicant/recipient.
- c.) Funds placed in irrevocable trust for funeral or burial expenses to the extent that such funds do not exceed a sum of \$500.00.
- d.) Insurance policies having an actual cash surrender value not exceeding \$500.00.
- e.) Equity in a vehicle needed for transportation for medical or employment purposes not to exceed in market value of \$4,650.00.
- f.) Tools of trade.

91-304 Transfer of Property

- a. Property may not be transferred to qualify for GA. If property has been transferred by an applicant with a year prior to date of application, the Agency shall determine and evaluate the purpose and intent of the transfer.
- b. Transfer of property shall not result in ineligibility in the following situations:
 - 1) Transfer for fair consideration.
 - 2) Transfer to satisfy a debt.
 - 3) Transfer when foreclosure is imminent.
 - 4) Transfer by a spouse of his/her separate property.
 - 5) Transfer with retention of life estate if property is place of residence and continues to meet applicant's housing need.

91-305 Income Limitations

1. Determination of amount of income:

All income received by an individual or any member of the GA household, regardless of source, shall be considered in determining eligibility for the program. No person shall be eligible for GA if his/her income is greater than the maximum aid to which he/she is entitled under GA. (See Section 91-401)

All earned or unearned income received by any member of the GA household must be turned in to the Human Services Agency as reimbursement for aid paid in his/her household's behalf. If the recipient's failure to turn in money received while being aided by GA results in discontinuance, GA may not be granted again until repayment has been made by the household.

The Agency is responsible for:

- a. Reviewing with the applicant or recipient all his resources in light of his income-producing potential.
- b. Encouraging the production of income within the applicant's of recipient's capabilities.
- c. Determining whether income is actually received and, if so, the source, the regularity of receipt, the net amount, and the applicant/recipient's share.

The applicant/recipient is responsible for giving information necessary to such determinations and for taking all actions necessary to receive unconditionally available if the applicant/recipient has only to claim or accept the income. Ineligibility results if the applicant/recipient refuses to accept such income.

2. Net Income

Net income from property is determined by deducting from gross income all normal items of expense incident to its receipt. The principal payment on encumbrances is not considered a necessary item or expense when determining if utilization requirements are being met as set forth in Section 91-302. Net income from wages is the amount remaining after subtracting all required deductions and expenses incurred in the securing and retention of employment.

3. Income

Income in-kind is any benefit received other than in cash. Income in-kind includes the value of need items as set forth in Section 91-400, provided at no charge.

4. Verification of Income

All income received by the recipient shall be verified as to the amount and source. If the recipient appears eligible for benefits of any kind from other than GA program sources, evidence is required that he/she has taken all necessary action to claim such benefits.

5. Lump Sum Payments Received

Any lump sum payments shall be treated as income in the first month and property in subsequent months.

91-306 Employability and Time Limits

1. Suitable Employment or Rehabilitation

Any competent adult and any minor who is over age 16 and who is not required to be enrolled in school pursuant to Education Code 48200, and is included in the application, must be willing to seek and accept employment or training as provided herein or must be willing to go to rehabilitative services as a condition to the receipt of GA benefits. These employment and training services shall be those already available and provided from State and community resources, with no cost to the County.

a. All adult recipients of GA benefits shall be considered employable unless exempt as defined in Section 91-306(3)(e) and Section 91-306(4).

b. All adult recipients of GA benefits who are not exempt from participation in the employment, training or education programs as defined in these regulations and who have been offered an opportunity to attend job skills or job training sessions, may only receive GA aid for three (3) months in any twelve (12) month period, whether or not the months are consecutive. If customer has received General Assistance in another county, any months of aid received would count toward the three months of eligibility in that twelve-month period.

1) Per W & I Code 17021, an individual who is not eligible for the CalWORKs program as a result of their individual month time limitation as outlined in CalWORKs Manual of Policies and Procedures Eligibility and Assistance

Standards Section 42-302 is not eligible for GA benefits until all of the children of the individual on whose behalf aid was received, whether or not currently living in the home with the individual, are 18 years of age or older.

- c. Persons claiming to be dependent on drugs or alcohol shall not be exempt from work requirements or time limits for receipt of aid. Such persons shall be required to participate in a drug or alcohol rehabilitation program as a condition of eligibility and to provide verification of this participation to the Agency, as required.
2. Employment Registration
 - a. All applicants/recipients of aid under this program who are not exempt from participation under Section 91-306(3)(e) below are required to register for work at the local office of the Employment Development Department (EDD) and to keep registration current with that department.
 - 1) He/she must report daily to the EDD office, Monday through Friday, to look for job opportunities. Said contacts are to be made with an EDD Job Services specialist.
 - 2) He/she must make ten documented employer contacts each week. (Per W& I Code 17000.6.(f)(1)(2), mirroring Welfare to Work requirements of 30 participation hours per week, allowing 3 hours per application.)
 - b. All applicants/recipients not exempt from participation under 91-306(3)(e) are required to search for a job and accept any employment available or, if employment is unavailable, participate in training or work experience programs.
 - c. Work Experience Projects:

Work relief projects shall be determined by the Agency for the purpose of assisting the indigent in his/her return to work. Work experience assignments shall be in public or private nonprofit agencies and shall not exceed thirty-two (32) hours in four (4) days of any work week, the fifth day of the work week remaining for job search.

 - 1) The work shall not be considered income or earnings, but as a condition for receiving GA.
 - 2) The amount of assistance payments to be reimbursed pursuant to Section 91-500 below shall be reduced by the number of hours worked by participants in work experience assignments. For the purpose of this reduction, participants shall be credited all hours at the rate of the minimum wage payable in the State of California.
 - 3) Work assignments shall continue until recipient has been credited with work to the extent of granted aid for himself/herself and dependents.
 3. Penalties/Sanctions/Exemptions
 - a. The County shall discontinue GA, in accordance with Welfare & Institutions Code Section 17001.5(a)(3), for up to one hundred eighty (180) days from the day following the last day of the period for which aid has been issued for any recipient who is able bodied and mentally competent and has received GA for three (3) months, if the recipient engages in any of the following:

- 1) Fails or refuses, without good cause, to participate in a qualified job training program which is an actual condition of eligibility.
 - 2) After completion of job training, fails or refuses, without good cause, to accept any offer of employment.
 - 3) Persistently fails or refuses, without good cause, to cooperate with the county in its efforts to do any of the following:
 - a) Enroll the recipient in a job training program.
 - b) After completion of a job training program, locate and secure employment for the recipient.
 - 4) Fails or refuses, without good cause, to participate in a County work project.
 - 5) Fails or refuses to perform the required work search or falsifies the work search form.
 - 6) Fails or refuses to register or re-register at EDD.
 - 7) Appears at the scheduled job counseling or job search appointment, job class or actual employment under the influence of an intoxicating substance.
 - 8) Quits without good cause or was terminated for cause from a job. Standards for determining good cause for job quit shall be the same as those for determining good cause to quit employment when determining eligibility for unemployment insurance benefits under the Unemployment Insurance Code of the State of California. Disqualification under this subsection shall be for thirty (30) days from date of termination.
 - 9) Fails or refuses to provide verification of participation in a required drug/alcohol rehabilitation program.
- b. Lack of good cause can be demonstrated by any of the following:
- 1) The willful failure or refusal of the recipient to participate or cooperate in any of the activities listed in section 3a above.
 - 2) Not less than three (3) separate acts of negligent failure to engage in any of the activities listed in section 3a above.
 - 3) Acts of negligent failure includes:
 - a) failure to appear or be late for scheduled work search appointments
 - b) failure to appear or be late for job interviews
 - c) failure to attend or be late for training on days it is scheduled
 - d) failure to appear or be late for work project assignments.
- c. Examples of good cause including the following:
- 1) Offer of employment was from an employer who did not possess appropriate license to engage in business or who did not withhold required contribution or carry worker's compensation insurance.
 - 2) Employment or training violated health and safety laws.

- 3) Wage offered was less than minimum wage.
- d. Absences meeting the following criteria will not be considered willful failures to cooperate:
 - 1) Absence due to personal illness or illness of a family member requiring applicant/recipient's presence in the house. Written verification from a doctor or clinic is required for second and all additional absences within a period of three calendar months from the first day of illness. The statement must verify the illness on the dates of the failed appointment and contain the name, address and phone number of the doctor clinic.
 - 2) Absence due to verified incarceration or court appearances over which he/she has no control.
 - 3) Absence due to a verifiable unexpected emergency. Absence due to an unexpected situation which is beyond the control of the applicant/recipient. These do not include vacations or attendance at social events.
 - 4) Absence due to prearranged job interview approved by GA worker.

e. Exemption from Participation

The following applicants/recipients shall be exempt from participation in employment training or a work experience program:

- 1) Those needed in the home to supervise or care for children under four months of age.
- 2) Those suffering from physical or mental incapacity. Physical or mental incapacity shall not include alcohol or drug dependence.
 - a) An applicant may be eligible for GA if suffering from a temporary or permanent physical or mental disability which renders him/her incapable of engaging in gainful employment as determined by a medical doctor or authorized personnel through the Kings County Mental Health Plan. The Agency may require review of the County Health Officer and on his recommendation require a second opinion.
 - b) Medical Evaluation - Determining of physical or mental condition is to be completed by a physician or licensed psychologist or psychiatrist.
 - c) Medical Re-Evaluation - Medical re-evaluation is to be completed as often as indicated by the doctor or the medical report, but at intervals not to exceed one year.
- 3) As Kings County provides transportation service (Kings Area Rural Transit (KART)) in all cities, an applicant/recipient is not considered unavailable for employment/ training due to lack of transportation if he/she lives within two (2) miles of KART service.
4. General Assistance may be granted to persons who have applied for and it appears are eligible for Supplemental Security Insurance and State Supplemental Payment (SSI/SSP) benefits through the Social Security Administration (SSA). This assistance will be known as "interim assistance." Interim assistance will be granted on a temporary basis until the

applicant/recipient begins receiving SSI/SSP benefits. An interim assistance applicant/recipient shall not be required to complete the job search requirements, but is expected to meet all other eligibility requirements as set forth in these regulations. If the SSI/SSP application is denied, customers have thirty (30) days to appeal the decision by SSA and interim assistance may continue to be paid through the appeal time period. If after thirty (30) days, an appeal is not made, the customer will become a work registrant. Re-evaluations will be made every three months on interim assistance cases (See Section 91-206). Interim assistance customers will be referred to the Agency's SSI Advocacy Program for pending claims or applications in appeal status.

91-307 Cooperation with the Department of Child Support Services

Any applicant or recipient for GA benefits, whose aided family includes a minor child(ren), shall as a condition of eligibility meet all requirements for seeking and securing child support for said child(ren) as required in Eligibility and Standards Manual Section 43-107. This will require the applicant or recipient to cooperate with all of the requirements for support established by the County's Department of Child Support Services.

1. The County shall deny GA for individuals with minor children who, without good cause, fails to cooperate with state and county departments and the Department of Child Support Services in providing information to establish paternity for a child under eighteen years of age born out of wedlock for whom benefits are being requested.

91-400 Determination of Need and Amount of Aid

GA is to be considered temporary in nature. Every effort should be made by the Eligibility Worker to meet the customer's needs while providing necessary services to the customer to decrease or eliminate the customer's dependency upon the General Assistance Program. The maximum monthly payment of GA, including in-kind aid, to eligible person in Kings County shall not exceed the payment level established for an eligible household of like size receiving Temporary Assistance to Needy Families, (TANF), subject to the following restrictions:

1. The maximum monthly payment of GA for each family will not increase in the event that an adult recipient of GA benefits conceives additional children while receiving benefits.

91-401 Standards of Assistance - Amount and Kind

1. All payments through the GA program will be issued via EBT card. Other vendor payments will be issued if deemed necessary by the County. GA applicants/recipients may choose to not receive any allowance listed below if they feel they do not have that need.

a. Rent and Utilities

Allowances intended for rent or home payments and utilities will not exceed \$186.00 per month for an individual living alone or \$244.00 per month in a shared living arrangement with other GA recipients.

b. Food

Allowances intended for food shall be made in a monthly amount up to \$59.00. GA applicants/recipients are also required to apply for CalFresh benefits to supplement their food needs.

c. Personal Needs

A monthly allowance of \$20.00 is to be paid for personal needs, subject to payment maximums set herein.

d. Transportation

Transportation allowances are provided up to \$60 per month.

e. Maximum Grant Chart

Grant Allowance will not exceed the following:

Need	General Assistance Allowance
Housing/Utilities	\$186.00 (or \$244 if shared with another GA recipient)
Food	\$59.00
Transportation	\$60.00
Personal Needs	\$20.00
Total	\$325.00

The Kings County Board of Supervisors must approve any changes to these standards of assistance.

91-402 Special Needs

Special needs are those which are not common to all recipients and which arise out of physical infirmities or which are incidental to other conditions peculiar to the individual's circumstances. These may be for items or services not provided or for greater amounts to meet the costs of basic items that may be necessary to effect physical, social or economic adjustment of the individual or family.

a. Vendor Payment to Room and Board Facility

If the recipient is physically or mentally incapacitated to such a degree that he is unable to prepare his own meals and he has no friends or relatives willing or able to perform such service, an allowance for room and board as charged, but not to exceed \$186.00 per month plus the applicable AFDC in-kind food allowance amount may be allowed in lieu of other housing, utility and food allowance. Any allowance in excess of this amount is subject to the approval of the Director, except that said payment, when combined with all other GA items of need, shall not exceed the payment maximums set herein.

b. Special Need for Clothing

Minimal clothing requirements for health and decency may be met in-kind if no other resources are available.

c. Special Need for Transportation

The cost of essential transportation to and from medical facilities, or for rehabilitative purposes, may be allowed as required provided no other resources are available.

If no other funds are available for purpose, the county may incur all necessary expenses in transporting a nonresident indigent to another State or County when

information at hand indicates that the person has a legal residence in such State or County and wishes to return there.

d. Other Special Needs

Special needs not specifically covered in this section may be allowed on an individual basis with the concurrence of the Director provided the meeting of such special need will result in a decreased or discontinued GA payment in the near future or is otherwise consistent with an approved plan for rehabilitation or employment of the recipient.

91-500 Reimbursement

1. Reimbursement

As part of the GA application process, applicants are required to sign an Agreement to Reimburse Note. The note shall not exceed the value of benefits paid on behalf of the recipient by the Agency. The SSP 14 Authorization For Reimbursement Of Interim Assistance Initial Claim Or Posteligibility Case form shall be completed for each case. Refusal to sign either form precludes receipt of GA.

2. Property Liens

In accordance with Welfare & Institutions Code Section 17109, the Agency will file a lien against real property then currently owned or owned in the future, in or out of the State of California, as permitted by law, and shall be for the amount of the total accumulated aid granted. Said lien shall include recipient's Social Security Number. The lien will stay in effect until benefits owed are repaid, along with applicable lien fees.

3. Overpayments

Overpayments are those benefits a recipient may receive to which he or she is not entitled. In the event such overpayment occur, the County has a right to demand repayment. Overpayments may be recipient (customer) or County (administrative) caused. This includes aid paid pending a hearing.

4. Recoupments

a. A reimbursement of assistance or overpayment may be recouped from one or more of the following:

- 1) Any General Assistance case which now includes the individual responsible for the overpayment.
- 2) When the individual responsible for the overpayment cannot be identified (such as in an administrative error overpayment), the overpayment will be recouped from the overpaid GA assistance unit or from any individual who was a member of the overpaid assistance unit when the overpayment occurred.

b. Adjusting Method

- 1) If an applicant or recipient is applying for GA and has not reimbursed the County for GA assistance previously received, any new or further assistance will be adjusted by recouping the allowance at \$35 or 10% of the total need, whichever is greater.

- 2) Administrative Overpayments: If the recoupment is adjusting the allowance, the adjustment will be \$25.00 or 5% of the total need, whichever is greater.
- 3) Customer Caused Overpayments: If the recoupment is adjusting the allowance, the adjustment will be adjusted at \$35 or 10% of the total need, whichever is greater.

91-600 Responsible Relatives

1. All aid rendered by the Agency under this part shall be a charge against the responsible relative or relatives of the recipient, or alien's sponsor, when applicable, and the Agency shall be entitled to reimbursement from such relative, relatives or alien sponsors therefore, all as set forth in Section 17001.6a and 17300 of the W & I Code. For the purpose of this section, responsible relative means the spouse of the recipient and the parent of a minor child who is a recipient. An alien's sponsor is that person, person or organizations who are designated by documentation by the United States Citizenship and Immigration Services (USCIS) as having accepted the financial responsibility for the applicant alien in the process of legal entry into the United States.

91-700 Disqualification

1. In accordance with W & I Code 17015, the County will deny/discontinue an applicant or recipient if they commit an intentional program violation, make a false or misleading statement, misrepresent, conceal or withhold facts, fail to provide information on purpose to get benefits they are not eligible to, or misuse their benefits. Misuse includes, but is not limited to, using electronic benefit transfer (EBT) cards that belong to someone else or letting someone else use the recipient's card/GA benefits; trading, buying, selling, stealing or giving away EBT cards; or attempting to trade, buy, sell, or steal EBT cards and/or GA benefits.

The County shall discontinue GA, in accordance with W & I Code Section 17001.5(a)(5), for up to one hundred eighty (180) days from the day following the last day of the period for which aid has been issued for any recipient who engages in any disqualification activities.

IMPORTANT INFORMATION FOR APPLICANTS AND RECIPIENTS OF GENERAL ASSISTANCE

Information on the attached form is necessary to determine your eligibility for General Assistance. Read the information below explaining your rights and responsibilities before completing the form. If you do not understand some of this information or any of the questions on the form, ask your eligibility worker for help.

General Assistance is a program established to offer assistance to County residents who are disabled or unemployed and unable to provide for their own needs. It should not be considered for long-term support. You will be responsible for working out a plan for your future support, independent of General Assistance.

Non-residents and persons with excess income or property are **NOT** eligible for General Assistance. All information you state verbally or in writing will be verified, and any fraudulent statements may make you liable for criminal prosecution.

Payments which can be made through the General Assistance Program are issued through an electronic benefits transfer (EBT) card. These include monthly money allowances intended for:

1. \$186.00 allowance for rent or housing and utility costs per month for any individual otherwise eligible to GA who lives alone or with others; and not to exceed \$220.00 per month for 2 or more individuals receiving GA and living in a shared living arrangement;
2. \$59.00 food allowance;
3. \$20.00 personal needs allowance;
4. \$60.00 transportation allowance

YOUR RIGHTS AS AN APPLICANT OR RECIPIENT

- ◆ To be notified in writing when your application for aid is approved denied or discontinued.
- ◆ To be served without regard to race, color, national origin, religion, political affiliation, marital status, sex, handicap, or age.
- ◆ To discuss any action regarding your case with the Human Services Agency, any time you are dissatisfied.
- ◆ To be treated with courtesy, consideration and respect.
- ◆ To be informed of your rights and responsibilities.
- ◆ To be informed of the availability of assistance or services under some other program, either private or public if indicated

YOUR RESPONSIBILITIES AS AN APPLICANT OR RECIPIENT

- ◆ To prove that all other possible sources of income have been applied for and exhausted before you can be eligible to General Assistance.
- ◆ To repay the county all payments made in your behalf and any money you receive from General Assistance.
- ◆ To report and turn into the County all income you receive while on General Assistance.
- ◆ To provide proof from your doctor if you are unable to work, which must include the date you will be able to return to work.
- ◆ To provide proof of application for Social Security benefits.
- ◆ To do everything possible to secure employment if you are employable. You must register at the Employment Development Department and check with them daily for work. You must also provide to your worker on a weekly basis a form listing your efforts to find work.

I CERTIFY THAT I HAVE BEEN INFORMED OF MY RIGHTS AND RESPONSIBILITIES AS STATED ABOVE AND I AM AWARE OF THE POSSIBILITIES OF CRIMINAL PENALTIES FOR MAKING FALSE STATEMENTS OR FAILING TO REPORT INFORMATION WHICH MAY AFFECT MY ELIGIBILITY OR AID PAYMENT.

Signature of Applicant(s)

Date

I CERTIFY THAT I HAVE INFORMED THE APPLICANT OR RECIPIENT OF HIS OR HER RIGHTS AND RESPONSIBILITIES AS STATED ABOVE AND OF THE POSSIBILITIES OF CRIMINAL PENALTIES FOR MAKING FALSE STATEMENTS OR FAILING TO REPORT INFORMATION WHICH MAY AFFECT HIS OR HER ELIGIBILITY OR AID PAYMENT.

Signature of Eligibility Worker

Date

STATEMENT OF FACTS

HOUSEHOLD INFORMATION			
Name of Applicant	DOB	Social Security Number	Telephone Number
Home Address (Street, City, State, Zip Code)		Length of Residency in Kings County	
Mailing Address (Street, City, State, Zip Code)		Place of Birth	
Spouse's Name (if applicable)		Social Security Number	
Applicant is: <input type="checkbox"/> Single <input type="checkbox"/> Married <input type="checkbox"/> Widow <input type="checkbox"/> Divorced <input type="checkbox"/> Separated (Date: _____)			
If married, please indicate maiden name: _____			
Please check your current living situation: <input type="checkbox"/> Living with family <input type="checkbox"/> Living with friends <input type="checkbox"/> Living in home furnished with Job		Number of people in the household?	How many are adults?
ASSISTANCE TYPE			
Have you ever applied for any of the following: <input type="checkbox"/> Cash Aid <input type="checkbox"/> CalFresh <input type="checkbox"/> Medi-Cal			
If Yes, under what name(s)? _____			
Is anyone in your household currently receiving any of the following?: <input type="checkbox"/> Cash Aid <input type="checkbox"/> CalFresh <input type="checkbox"/> Medi-Cal			
If Yes, under what name? _____ From what County? _____			
I am seeking assistance due to: <input type="checkbox"/> Unemployment <input type="checkbox"/> Disability <input type="checkbox"/> Indigent Burial (County Cremation)			
EMPLOYMENT			
Is the applicant currently employed? <input type="checkbox"/> Yes <input type="checkbox"/> No If No , is applicant receiving unemployment benefits?: <input type="checkbox"/> Yes <input type="checkbox"/> No			
If Yes , Name of employer	Address of employer	Wages (pay rate, hours worked, pay frequency)	
List three previous employers (starting with most recent)			
Name	Address	Length of employment and last date paid	
Name	Address	Length of employment and last date paid	
Name	Address	Length of employment and last date paid	
INCOME AND PROPERTY			
How much money do you or your family receive each month?		Do you have any of the following? (Check Yes or No)	
\$ _____	From where? _____	1. Cash on hand or money saved	Yes <input type="checkbox"/> No <input type="checkbox"/>
\$ _____	From where? _____	2. Notes, mortgages, deeds of trust	<input type="checkbox"/> <input type="checkbox"/>
\$ _____	From where? _____	3. Trust funds	<input type="checkbox"/> <input type="checkbox"/>
\$ _____	From where? _____	4. Automobile	<input type="checkbox"/> <input type="checkbox"/>
Do you pay any child support? <input type="checkbox"/> Yes <input type="checkbox"/> No		5. Burial plots	<input type="checkbox"/> <input type="checkbox"/>
Have you bought, sold or given away property in the past two (2) years? <input type="checkbox"/> Yes <input type="checkbox"/> No		6. Burial insurance	<input type="checkbox"/> <input type="checkbox"/>
		7. Life insurance	<input type="checkbox"/> <input type="checkbox"/>
		8. Private health insurance	<input type="checkbox"/> <input type="checkbox"/>
If you marked yes to any of the property listed above, please list the type of property below:			
<i>(Property type, account numbers, value, etc.)</i>			
<i>(Property type, account numbers, value, etc.)</i>			
<i>(Property type, account numbers, value, etc.)</i>			
<i>(Property type, account numbers, value, etc.)</i>			
<i>(Property type, account numbers, value, etc.)</i>			

AFFIRMATION

I solemnly swear or affirm that the statements set forth in the preceding pages are true and correct to the best of my knowledge and belief, and that I will notify the Kings County Human Services Agency promptly of any change in my income, in my property holdings of financial condition, proposed change of residence or the number of persons in my home.

Signature of Applicant(s)

Date

Signature of Eligibility Worker

Date

KINGS COUNTY HUMAN SERVICES AGENCY

GENERAL ASSISTANCE PROGRAM

STUDY SESSION

GENERAL ASSISTANCE PROGRAM OVERVIEW

California Welfare and Institutions Code Section 17000 et seq. imposes a duty on the County to adopt standards of aid and care for the indigent and dependent poor.

General Assistance (GA) is a program funded solely by local County revenue.

It has been established to offer assistance to Kings County residents who are unable to provide for their own needs and unable to qualify for state or federal public assistance programs.

It is administered promptly and humanely, with due regard to the preservation of the family life and without discrimination due to age, disability, race, color, national origin, religion, political affiliation, sex or marital status.

General Assistance is to be administered as to encourage self-respect, self-reliance, and due to the short-term nature of the program, with the ultimate goal of returning to work.

ELIGIBLE INDIVIDUALS

There are two types of General Assistance benefits that can be applied for:

General Assistance for job seekers and Interim Assistance (individuals with Supplemental Security Income/State Supplemental Payment (SSI/SSP) applications pending with the Social Security Administration)

- Job Seekers: If an applicant is unemployed with no pending SSI/SSP application, they are considered job-seekers. The goal for these individuals is to help them for a period of no more than 3 months out of a 12 month period. During their 3-month timeframe, they are required to do a Job Search. They must continue to cooperate with the job searches to get their full 3 months of aid.
- Interim Assistance: If an applicant is disabled and pending either an SSI/SSP application or is in the appeals status, they are potentially eligible to receive GA until a decision is made on their case. These individuals are not required to complete a job search, but must provide verification of their application status.

PROGRAM INFORMATION

- General Assistance is a loan-based program that will be requested to be paid back.
- For Job Seekers, the eligibility period is 3 months out of a 12-month period.
- If a customer is applying for SSI/SSP benefits, or is in an appeals status, GA can be extended until with application/appeal is granted or denied.
- Customers may receive other assistance like CalFresh benefits and Medi-Cal along with General Assistance. CalWORKs recipients are not eligible to GA.

HISTORY

- Kings County has administered a GA program for decades
 - HSA has County GA regulations found from September 11, 1957
- Most current Board of Supervisors authorization was resolution was 89-087 (1989)
- Authorized H.S.A. to use current application, rights and responsibilities
- Adopted the personal needs market survey as its own

WAYS TO APPLY (CURRENT PROCESS)

Individuals wanting to apply for GA can complete an application in person or over the phone. GA is currently a manual program where all benefits are issued manually and not through our current automated system.

The application packet consists of the following:

- GA Facts page
- Preliminary Questionnaire
- Rights and Responsibilities page
- Statement of Facts page
- Affirmation
- HH Facts Sheet

Once the information has been gathered, and it has been determined which type of General Assistance applicant the individual is, it is important for them to complete the following required forms, aside from the GA four page application:

- ✓ Agreement To Reimburse Note
- ✓ Agreement for Lien on Real Property
- ✓ Completed W9 (if approved for rental assistance)
- ✓ Completed SSP 14—*Authorization For Reimbursement of Interim Assistance Initial Claim or Posteligibility Case form*

INTERVIEW/VERIFICATIONS

Interviews are completed to determine eligibility to the program.

Eligibility Verifications of the following must also be received:

- County residency
- Earned income/Unearned income: includes wages, tips, Unemployment Insurance Benefits, State Disability Insurance benefits.
 - The income limit is the same level as the GA benefit for one person.
- Property: If applicant reports property, verification will need to be requested.
 - The value of real property cannot exceed \$3,000.
 - The value of personal property cannot exceed \$50.
- Shelter Expense: If the applicant requests rental assistance, they will need to provide verification of their expense amount to make sure they are under the limit. Also, if renting from a homeowner, they will need to provide a completed W9 form to be able to issue payments.

INTERVIEW/VERIFICATIONS (CONT.)

- Shelter Expense: If the applicant requests rental assistance, they will need to provide verification of their expense amount to make sure they are under the limit. Also, if renting from a homeowner, they will need to provide a completed W9 form to be able to issue payments.
- Utility assistance: If they are requesting help with their utility bills, they will need to provide their utility bill in order for the payment to be requested.
- Job-Search form: If the customer is a job seeker, they will be required to complete a job search form once a month. The job search form will need to have 5 Employment Development Department visits and 12 employment contacts to be considered complete.
- Pending SSI/SSP application/Appeals: If the applicant states that their application is either pending or their case is in an appeals status, they will need to provide verification.

GA BENEFITS (CURRENT)

Individuals who agree to continue the GA application process may be eligible to the following benefits, totaling up to \$382.00:

- 2 (\$66) Costless Vouchers (to be redeemed by customer at Costless Market)
- 1 (\$15) Personal Needs Voucher. (This voucher was be redeemed with H.S.A).
- KART monthly pass (\$60)
- Rental Assistance: For 1 individual, it cannot exceed \$175. For a HH of 2, it cannot exceed \$225. These payments are made directly to homeowner.
- Utility Assistance: Customers may provide their utility bills to request payment on current charges. No past due balances will be paid by the County. If there are other adults in the home, the bills will be prorated by the number of other adult HH members.

Note: An applicant can choose which benefits they want to receive, depending on their need.

PAYMENT REQUEST PROCESS (current)

When benefits are approved, the current time intensive manual process includes:

- Eligibility Worker completes the H.S.A. GA payment form to request the Costless vouchers, Wal-Mart Personal Needs voucher, or KART pass. Once approved by the unit supervisor, the form is sent to office assistants to print.
- The printed vouchers are forwarded to the GA EW to mail to the client, who will redeem either at Cost Less or H.S.A, depending on the type of voucher. Redeeming is completed by an Office Assistant or Fiscal staff.
- For rental payments, a W9 form must be completed by the client's landlord and included with the Fiscal Action form.
- For utility payments, the utility bill must be verified and attached to the Fiscal Action form.
- The redeemed Cost Less vouchers are returned to H.S.A., along with a receipt of what was purchased. The EW must review each itemized receipt to ensure only approved purchases were made. A Fiscal Action Request, approved by supervisor, is routed to H.S.A. Fiscal department to issue a check to reimburse Cost Less.

VALLEY COUNTY COMPARISON

County	Maximum Grant	EBT	Warrant/ Voucher
Fresno	\$245.00	E	W
Kern	\$370.00	E	
Madera	\$286.00		W
Mariposa	\$370.00	EBT & DD	W
Merced	\$263.00	E	
San Joaquin	\$367.00		V & W
Stanislaus	\$336.00	E	V
Tulare	\$262.00		W
Average:	\$312.38		

*41 of 58 California Counties issue GA benefits via EBT

COUNTY CASELOAD

Average Monthly Expenditures
for 2019-2020

\$11,005.61

FY 2018/2019	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19
Total applications granted	20	33	34	38	21	24	21	29	21	36	39	26
Denied	14	13	8	0	10	9	7	14	24	7	25	17
Total applications taken	34	46	42	38	31	33	28	43	45	43	64	43

FY 2018/2019	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19
Cases brought forward from last month	63	51	52	59	72	50	41	36	40	29	40	54
Cases added during month	20	33	34	38	21	24	21	29	21	36	39	26
Total cases available during the month	83	84	86	97	93	74	62	65	61	65	79	80
Cases discontinued during month	32	32	27	25	43	35	26	25	32	25	25	37
Cases carried forward to next month	51	52	59	72	50	41	36	40	29	40	54	43

FY 2019/2020	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20
Total applications granted	25	20	12	22	19	17	23	32	12	17	7	8
Denied	22	14	19	17	9	9	18	14	19	5	5	2
Total applications taken	47	34	31	39	28	26	41	46	31	22	12	10

FY 2019/2020	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20
Cases brought forward from last month	43	37	37	24	32	30	35	35	38	43	43	39
Cases added during month	25	20	12	22	19	17	23	32	12	17	7	8
Total cases available during the month	68	57	49	46	51	47	58	67	50	60	50	47
Cases discontinued during month	31	20	25	14	21	12	23	29	7	17	11	17
Cases carried forward to next month	37	37	24	32	30	35	35	38	43	43	39	30

FY 2020/2021	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21
Total applications granted	8	3	9	4	5	7	7	6
Denied	6	13	10	17	13	6	13	14
Total applications taken	14	16	19	21	18	13	20	20

FY 2020/2021	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21
Cases brought forward from last month	30	34	27	24	26	22	23	24
Cases added during month	8	3	9	4	5	7	7	6
Total cases available during the month	38	37	36	28	31	29	30	30
Cases discontinued during month	4	10	12	2	9	6	6	5
Cases carried forward to next month	34	27	24	26	22	23	24	25

PROPOSED UPDATES TO GA PROGRAM

After a comprehensive assessment of the existing program, recommendations have been made to adjust and clarify eligibility requirements, adopt a current standard of aid, and improve eligibility and administrative efficiency and functions.

Included is updating the document's format to cite regulations for notices of action and hearing processes.

County Counsel has reviewed and approved the updates. In the assessment and review and adjustments to the program, HSA and County Counsel reviewed General Assistance Public Records Act requests and also case studies and lawsuits that have been filed in other counties. HSA is also represented in a State General Assistance Committee comprised of counties that share best practices and lessons learned.

PROPOSED UPDATES TO GA PROGRAM (CONT.)

These updates also include utilizing HSA's existing automated eligibility system that is used for other eligibility benefit programs and issuing General Assistance payments once per month using Electronic Benefit Transfer (EBT) cards.

Currently, most caseload management and payment work is done manually by eligibility and internal Fiscal staff.

Using an automated system will:

- Reduce administrative costs and errors
- Improve recordkeeping, and
- Reduce the potential for fraud

This includes reducing the extra hours of workload involving Eligibility Workers, Eligibility Supervisors, Office Assistants, Fiscal staff, and the mailing of documents, redeeming documents, and reviewing documents.

The functionality is immediately available, as it is already a part of the Department's automated system.

THE FOLLOWING ARE PROPOSED UPDATES AND ADJUSTMENTS TO THE GA PROGRAM:

APPLICATION PROCESS:

- Updated streamlined application consolidates 4 current forms into 1 two-page application form; a reimbursement form; and SSP 14
- Allows applications to be accepted electronically or in writing and interviews may be in-person or phone
- Added requirement to verify identify which aligns with other aid programs requirements and will be needed for an EBT card
- Age to apply is 18 years of age or legally emancipated minor
- Authorized Representatives may be designated as an EBT additional cardholder
- If married, both persons must be included in the application and sign documents
- Removed signing lien form at application
- Adjusted application time frame from 45 days to 30 days (aligns with CalFresh program)
- Redetermination interviews may be completed in person or over the phone
- Failure to complete RE results in discontinuance
- Updated changes notices requirements from 7 to 10 days to align with other programs.

APPEALS PROCESS / AID PAID PENDING (APP)

- An authorized representative can be appointed to help with Appeal process.
- The GA Hearing can be denied if only based on automatic grant adjustment or discontinuance based on changed GA ordinance or if hearing not submitted timely.
- GA Hearing to be scheduled within 15 business days of receipt.
- A previously withdrawn appeal case can be reopened if requested within 30 days.
- Added that Hearing decisions must be acted up by the Agency within 30 days.
- No Aid Paid Pending upon death, entering medical or penal institution, whereabouts unknown.
- No APP is allowed if customer has already received maximum allowed months.
- APP will be not applicable when dispute is due to law change, or cease if the hearing is withdrawn, failure to appear, or hearing decision adopted.
- APP is an overpayment if upheld.

DETERMINATION OF ELIGIBILITY

- Residency requirement changed from 15 to 10 days. Added clarification that the GA program does not transfer to other counties
- Penal institution/medical institution status allowed if under 30 days
- Personal property value changed from \$50 to \$1,500. (median for state: \$600)
- Vehicle equity changed from \$1,500 to \$4,650. (median for state: \$3,000)
- If GA has been received in another county, any months received would count toward 3 months time on aid
- Decreased Job Seeker employer contacts from 12 to 10 per month

DETERMINATION OF NEED AND AMOUNT OF AID

- Added that benefit payments are made via EBT and other payments through a vendor if the county deems necessary. Applicant/recipients may opt out of allowances if no need.
 - Saves administrative time (distributing benefits, purchasing vouchers/store cards)
 - Eliminates having specific purchasing locations for customers
 - Homeless clients will have less trouble as many have mail issues, requiring more trips to an H.S.A. office to pick up paperwork or notices that have been returned by the post office. Possessing an EBT card that gets loaded automatically saves them and staff time.
 - GA applicants and recipients will already have an EBT card as they also apply for or currently receive CalFresh benefits

DETERMINATION OF NEED AND AMOUNT OF AID (CONT.)

Institute updated Maximum Grant Chart

Grant Allowance will not exceed the following:

Need	General Assistance Allowance
Housing/Utilities	\$186.00 (or \$244 if shared with another GA recipient)
Food	\$59.00
Transportation	\$60.00
Personal Needs	\$20.00
Total	\$325.00

The Kings County Board of Supervisors must approve any changes to these standards of assistance.

COMPARISON OF BENEFITS

Current Benefits

Need	General Assistance Allowance
Housing	\$175.00 (or \$225 if shared with another GA recipient)
Food	\$132.00
Transportation	\$60.00
Personal Needs	\$15.00
Total	\$382.00

Proposed Standard of Aid

Need	General Assistance Allowance
Housing/Utilities	\$186.00 (or \$244 if shared with another GA recipient)
Food	\$59.00
Transportation	\$60.00
Personal Needs	\$20.00
Total	\$325.00

ADJUSTMENTS TO REIMBURSEMENTS/RECOUPMENTS

Recoupments

A reimbursement of assistance or overpayment may be recouped from one or more of the following:

- a. Any General Assistance case which now includes the individual responsible for the overpayment.
- b. When the individual responsible for the overpayment cannot be identified (such as in an administrative error overpayment), the overpayment will be recouped from the overpaid GA assistance unit or from any individual who was a member of the overpaid assistance unit when the overpayment occurred.

Adjusting Method

- a. If an applicant or recipient is applying for GA and has not reimbursed the County for GA assistance previously received, any new or further assistance will be adjusted by recouping the allowance at \$35 or 10% of the total need, whichever is greater.
- b. Administrative Overpayments: if the recoupment is adjusting the allowance, the adjustment will be \$25.00 or 5% of the total need, whichever is greater.
- c. Customer Caused Overpayments: If the recoupment is adjusting the allowance, the adjustment will be adjusted at \$35 or 10% of the total need, whichever is greater.

DISQUALIFICATIONS

Added denial/discontinuance rules to deny/discontinue an applicant or recipient if they:

- Commit an intentional program violation;
- Make a false or misleading statement;
- Misrepresent, conceal or withhold facts;
- Fail to provide information on purpose to get benefits they are not eligible to; or
- Misuse their benefits, including misuse of EBT cards

NEXT STEPS

- Questions?
- The Human Services Agency will bring a Resolution to the Board that will:
 - Adopt the updated General Assistance Standards and Procedures
 - Approve and establish a standard of aid as outlined in the Standards and Procedures
 - Authorize the implementation of the General Assistance Program in compliance with those standards and procedures