

**Board Members**

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



**Staff**

Edward Hill, County Administrative Officer  
Diane Freeman, County Counsel  
Catherine Venturella, Clerk of the Board

## Board of Supervisors

### Regular Meeting Agenda

**Date:** Tuesday, March 15, 2022  
**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 signed into Law AB 361 on September 16, 2021, relating to the convening of public agency meetings via teleconference in light of the COVID-19 pandemic. Under this authority, the Board of Supervisors will convene its public meetings via video and teleconference. Pursuant to AB 361, and as advised by local Health Officials, the Kings County Board of Supervisors, County staff and interested members of the public may attend the meeting in person.

The meeting can also be attended telephonically or by the Internet by clicking this link: <https://countyofkings.webex.com/countyofkings/j.php?MTID=mcbc7b4bfd8c7418e1c4fa55816504384> or by sending an email to [bosquestions@co.kings.ca.us](mailto:bosquestions@co.kings.ca.us) on the morning of the meeting for an automated email response with the WebEx meeting link information. Members of the public attending via WebEx will have the opportunity to provide public comment during the meeting.

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- I. 9:00 AM CALL TO ORDER**  
**ROLL CALL – Clerk of the Board**  
**INVOCATION –Pastor Arthur Fox – New Hope Orthodox Presbyterian Church**  
**PLEDGE OF ALLEGIANCE**

- II. UNSCHEDULED APPEARANCES**  
*Any person may directly address the Board at this time on any item on the agenda, or on any other items of interest to the public, that is within the subject matter jurisdiction of the Board. Two (2) minutes are allowed for each item.*

- III. APPROVAL OF MINUTES**  
**A.** Report out of Closed Session from the regular meeting for March 8, 2022.  
**B.** Approval of the minutes from the regular meeting for March 8, 2022.

- IV. CONSENT CALENDAR**
- A. County Counsel:**
1. Consider appointing Ruben Shortnancy as trustee of the Kings Mosquito Abatement District Board of Trustees.
- B. District Attorney’s Office :**
1. Consider adopting Resolutions authorizing the District Attorney’s Office to submit Fiscal Year 2022-2023 applications, sign award Agreements and amendments for the following grant programs:
    - a. Automobile Insurance Fraud Program;
    - b. Workers Compensation Insurance Fraud Program;
    - c. Violence Against Women Vertical Prosecution Program; and
    - d. Victim Witness Assistance Program.
- C. Human Services Agency:**
1. Consider approving the amended Agreement with the Kings Community Action Organization for the provision of Home Visiting Program effective March 15, 2022.
- D. Job Training Office:**
1.
    - a. Consider approving the Resolution approving the submission of a Zone Incentive Application; and
    - b. Direct the Kings County Director of Economic and Workforce Development to submit the Zone Incentive Application for funding.
- E. Library:**
1.
    - a. Consider adopting the Resolution authorizing the County Library Director to submit an application for Lemoore Library Branch for the Building Forward infrastructure grant program; and
    - b. Consider adopting the Resolution authorizing the County Library Director to submit an application for Hanford Library Branch for the Building Forward infrastructure grant program.



**CONSENT CALENDAR Continued**

**F. Public Health Department:**

1. Consider approving the First Amendment to Grant Agreement extending the term of the County Medical Services Program COVID-19 Emergency Response Grant Program to December 30, 2022.
2. Consider authorizing the Director of the Kings County Department of Public Health to sign the Acceptance of Award for the Real-Time Allotment of Tuberculosis Control Program, the required certifications and all subsequent documentation thereunder to support Tuberculosis prevention and control activities.
3.
  - a. Consider approving the request to purchase equipment and reconfigure the Hanford WIC office; and
  - b. Authorize the Public Health Director or designee to sign the purchase order.

**G. Public Works Department:**

1. Consider awarding the construction Agreement to Kings County Air Conditioning Inc. as the apparent low bidder to replace the Branch Air Handlers.

**H. Administration:**

1.
  - a. Consider approving the Board of State and Community Corrections' Standard Agreement for the Senate Bill 823 Youth Programs and Facilities Grant Program; and
  - b. Authorize the County Administrative Officer to sign any amendments on behalf of the County.
2.
  - a. Consider approving participation in the 2022 Dry Year Water Transfer Program; and
  - b. Authorize the County Administrative Officer or his designee to execute the Buyer-Seller Agreement(s) upon receipt from State Water Contractors, Incorporated subject to County Counsel review.

**V.**

**REGULAR AGENDA ITEMS**

**A. Public Guardian/Veteran's Service Office – Scott Holwell**

1. Consider adopting a Resolution proclaiming the week of March 20 – 26, 2022 as Veteran and Military Women's History Week in Kings County.

**B. Administration - Edward Hill/Kyria Martinez**

1. Consider authorizing the Chairman to sign the letter of support for the Ratification of the Santa Rosa Rancheria Tachi Tribal-State Compact.

**C. Public Health Department – Rose Mary Rahn/Heather Silva**

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. 10:00 AM PUBLIC HEARING**

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



**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**

- ◆ **Litigation initiated formally: Title: *Martin v. County of Kings, et al. 1:20-CV-00288-DAD-BAM* [Govt. Code Section 54956.9 (d)(1)]**
- ◆ **Conference with Labor Negotiator/Meet and Confer: [Govt. Code Section 54957.6]**  
**Negotiators: Edward Hill, Kyria Martinez, Henie Ring, Che Johnson of Liebert Cassidy Whitmore**
  - Deputy Sheriff's Association
- ◆ **Personnel Matter: [Govt. Code Section 54957]**
  - Department Head Evaluations

**IX. ADJOURNMENT**

The next regularly scheduled meeting will be held on Tuesday, March 22, 2022 at 9:00 a.m.

***FUTURE MEETINGS AND EVENTS***

March 22	9:00 AM	Regular Meeting
March 29	9:00 AM	Regular Meeting
April 5	9:00 AM	Regular Meeting
April 12	9:00 AM	Regular Meeting
April 19	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 - Chairman  
Richard Valle, District 2  
Doug Verboon, District 3  
Craig Pedersen, District 4  
Richard Fagundes, District 5- Vice Chairman



**Staff**

Edward Hill, County Administrative Officer  
Diane Freeman, County Counsel  
Catherine Venturella, Clerk of the Board

## **Board of Supervisors**

### **Regular Meeting Action Summary**

**Date:** Tuesday, March 8, 2022  
**Time:** 9:00 a.m.  
**Place:** Board of Supervisors Chambers, Kings County Government Center  
1400 W. Lacey Boulevard, Hanford, California 93230

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I. 9:00 AM

**CALL TO ORDER**

**ROLL CALL – Clerk of the Board**

**INVOCATION – Dr. Lisa Lewis, Director of Behavioral Health**

**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.*

**Rose Mary Rahn, Kings County Public Health Director introduced Everado Legaspi as the new Assistant Director for Public Health to the Board and stated that his official first day in the position was March 7, 2022.**

**Edward Hill, County Administrative Officer introduced Christine Olvera, Secretary to the County Administrative Officer to the Board and stated that her official first day in the position was March 7, 2022.**

**Chris Gutierrez, Kings County Fire Fighters Association member gave the Board an update on the projects the members are working on.**

**Rebecca McGhee, In-Home Supportive Services worker stated that she would like the Board to approve wage increases for the workers and explained the jobs they do everyday for their clients.**

**Jonathan Oliveira, In-Home Supportive Services worker stated that he would like the Board to approve higher wages for the workers.**

**Namberto Gonzales, Executive Director of VoterPac stated that he is here to stand with the In-Home Supportive Services in their request to receive higher wages.**

**Dylan Vest, Kings County Fire Fighters Association member stated that the Fire Department has lost 97% of their volunteer force and the initiative they have proposed for the ballot will help to purchase new equipment and staffing infrastructure which is at a critical stage.**

**Wendy Newberry, In-Home Supportive Services worker asked the Board to increase wages for workers and the importance of working together to help them survive.**

**Supervisor Pedersen stated that the In-Home Supportive Services workers and SEIU representatives have been coming to the Board meetings for almost a year and asked County Counsel to explain what has been happening with negotiations.**

**Diane Freeman, County Counsel stated that the Union and County staff were negotiating prior to COVID and talks were ceased until staff received a request from the Union to begin negotiations again. They held one session on February 15, 2022.**

**Ulises Castellanos, SEIU Local 2015 representative stated that Kings County In-Home Supportive Services workers feel not respected by the County when the Board is getting raises but not the workers.**



**Sanga Bugay, Human Services Agency Director stated that the Memorandum of Understanding with SEIU expired in 2016 and for various reasons the negotiations have not been active until recently when the request to negotiate was received from the Union.**

**III. APPROVAL OF MINUTES**

**A. Report out of Closed Session from the regular meeting for March 1, 2022.**

**REPORT OUT: Edward Hill, County Administrative Officer stated that the Board took no reportable action in closed session at the March 1, 2022 meeting.**

**B. Approval of the minutes from the regular meeting for March 1, 2022.**

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

**IV. CONSENT CALENDAR**

**A. Public Health Department:**

1. a. Consider approving the sole source purchase of ~~two vehicles~~ **a Chevrolet Suburban** for COVID-19 testing and prevention services up to the amount approved by California Department of Public Health; **and**
- b. ~~Approve the transfer of \$124,517 from Special Departmental to Vehicles — SUV for the sole source Suburban purchase in the amount of \$85,079 and the future purchase of Vehicles — Sedan Camrys in the amount of \$39,438 in Budget Unit 411300; and~~  
**Adopt the budget change. (4/5 Vote Required)**
- ~~6. Adopt the budget change. (4/5 Vote Required)~~

**B. Public Works Department:**

1. Consider approving the Notice of Completion for the Empire Street Crosswalk Improvement Project to provide notice to interested parties that the work has been completed.

**C. Administration:**

1. Consider adopting a Resolution approving the financing and the issuance of the bonds by the California Public Finance Authority for Hoag Memorial Hospital Presbyterian. **[Reso 22-009]**
2. Consider authorizing the County Administrative Officer to sign the Agreement between the Department of Water Resources of the State of California, Dudley Ridge Water District, and the County for a change in point of delivery for Dudley Ridge Water District Table A Water. **[Agmt 22-028]**
3. Consider authorizing the County Administrative Officer to sign Amendment Number One to the Agreement between the Department of Water Resources of the State of California, the County, Tulare Lake Basin Water Storage District, and Westlands Water District to allow Article 56 Carryover Water to be used in the annual allotment for up to 200 acre-feet transfer to Westlands Water District turnouts. **[Agmt 01-167.2]**

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

**V. REGULAR AGENDA ITEMS**

**A. Elections Department – Lupe Villa**

1. Consider approving the Kings County Elections Department response to the Kings County Grand Jury report dated December 9, 2021.

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

2. Consider adopting a Resolution to order the election on the initiative consolidated with the June 7, 2022, Statewide Direct Primary Election. **[Reso 22-010]**

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



**B. Administration – Edward Hill/Kyria Martinez**

1. a. Consider adopting a Resolution Rescinding Prior Actions, Making a Determination of Categorical Exemption from the CEQA and Authorizing the Filing of a Notice of Exemption; **[Reso 22-011]**
- b. Approve Ground Lease Agreement with Lacey Campus Partners, L.P. for premises located at 1222 W. Lacey Blvd. in Hanford, for an initial 25 year term, with three five-year options for renewal; **[Agmt 22-029]**
- c. Approve the Purchase Agreement with Lacey Campus Partners, L.P. for the real property located at 1222 W. Lacey Blvd, in Hanford; **[Agmt 22-030]**
- d. Approve the Post-Construction Lease Agreement with Lacey Campus Partners, L.P. for the real property at 1222 W. Lacey. Blvd, in Hanford; and **[Agmt 22-031]**
- e. Authorize the County Administrative Officer or his designee to sign the Intended Rent Commencement Letter.

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

**C. Public Health Department – Rose Mary Rahn/Heather Silva**

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 no official action was taken.**

**VI.**

**BOARD MEMBER ANNOUNCEMENTS OR REPORTS**

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**Supervisor Pedersen stated that he attended the California State Association of Counties meetings and discussed topics from the meeting.**

**Supervisor Neves stated that he attended the Lemoore High School softball kickoff, attended the West Hills College play in game and stated that West Hills College will host the State Championship, attended a CalViva meeting, attended the Highway 99 upgrade meeting in Tulare, attended the South Fork Kings Groundwater Surface Authority meeting, attended the little league kickoff in Lemoore and Hanford, met with In-Home Supportive Services workers and attended an emergency food and shelter meeting.**

- ◆ **Board Correspondence: Edward Hill stated that the Board received a letter from the Elections Department regarding the Certificate of Petition for the Firefighters Sales Tax Initiative and received the Dudley Ridge Water District estimate to discharge obligations and 2022 calendar year budget. He stated that the South Fork Kings submitted a Notice of Proposed Amendment of Groundwater Sustainability Plan (Water Code Section 10728.4)**
- ◆ **Upcoming Events: Edward Hill stated that every Tuesday in March the Luncheon Food Truck Takeover will be held from 11:00 a.m. to 2:00 p.m. on Court Street in Hanford Civic Park, the Children’s Storybook Garden & Museum will be hosting a St. Patrick’s Day Tea on March 12, 2022. The Children’s Storybook Garden and Museum is still hosting a “Kids Night Out” on Saturday, March 12, 2022 and Friday, April 22, 2022 from 5:30 p.m. to 8:00 p.m. located at 175 E Tenth Street in Hanford. The cost is \$25.00 per child for members and \$28.00 per child for non-members. The Kings County Farm Bureau Wine & Beer Showdown fundraiser is scheduled for March 31, 2022, from 5:30 pm to 8:30 p.m. at the Hanford Civic Auditorium. He stated that the Board received an invitation from Recurrent Energy for a ribbon cutting ceremony at the Slate Project on March 15, 2022 with lunch at 12:30 p.m. and program starting at 1:00 p.m. He stated that the Golden Eagle Pantry will be holding a Ribbon Cutting Ceremony on March 16, 2022 from**





**12:00p.m. to 1:00 p.m. at WestHills College Student Union located at 555 College Avenue, Building 900 in Lemoore.**

- ◆ Information on Future Agenda Items: Edward Hill stated that the following items would be on a future agenda: Administration – Senate Bill 823 Youth Programs and Facilities Grant Program Standard Agreement and 2022 Dry Year Water Transfer Program; County Counsel – Appointment of Trustee to the Kings Mosquito Abatement District; District Attorney’s Office – three resolutions for consideration necessary for grant-funded programs; Library – two resolutions for consideration, both for the authorization of the application of and receipt of grant funds for the library infrastructure grant for the Hanford and Lemoore branches; Health Department - COVID-19 update, consideration for the CMSP grant extension; consideration for the purchase of equipment and reconfiguration of the Hanford Women, Infants & Children office; the consideration for the Tuberculosis Control Program Real-time allotment funding; consideration for a personal services agreement with Accela, Inc. and SEP Technology Consulting for software modernization and migration services.; Human Services Agency – Consideration of an amendment with Kings Community Action Organization for Home Visitation program services; Job Training Office – consideration of a resolution approving the submission of a Zone Incentive Application; Public Works - consideration of a construction agreement with Kings County Air Conditioning Inc. to replace the Branch Air Handlers, Kings County Sheriff’s Office – consideration for the use of staff time and resources to assist with the California State Sheriffs’ association conference; Veterans Services Office – consideration of a resolution proclaiming the week of March 20-26, 2022 as Veteran and Military Women’s History Week in Kings County.

**VII. CLOSED SESSION**

- ◆ Personnel Matter: [Govt. Code Section 54957]
  - Department Head Evaluations

**VIII. ADJOURNMENT**

The next regularly scheduled meeting will be held on Tuesday, March 15, 2022 at 9:00 a.m.

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

**X. 11:00 AM CALIFORNIA COMMUNITY HOUSING AGENCY REGULAR MEETING**

***FUTURE MEETINGS AND EVENTS***

March 15	9:00 AM	Regular Meeting
March 22	9:00 AM	Regular Meeting
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April 5	9:00 AM	Regular Meeting
April 12	9:00 AM	Regular Meeting

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# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM March 15, 2022

**SUBMITTED BY:** County Counsel - Diane Freeman

**SUBJECT:** APPOINTMENT OF TRUSTEE TO THE KINGS MOSQUITO  
ABATEMENT DISTRICT

**SUMMARY:**

**Overview:**

Section 2021(b) of the Health and Safety Code authorizes the Kings County Board of Supervisors to appoint as the County-at large Representative on the Kings Mosquito Abatement District (the "District").

**Recommendation:**

**Appoint Ruben Shortnancy as trustee of the Kings Mosquito Abatement District Board of Trustees.**

**Fiscal Impact:**

None.

**BACKGROUND:**

Leonard Giuliani is the currently appointed representative of Kings County on the Board of Trustees for the Mosquito Abatement District. Mr. Giuliani is requesting to step down from his current appointment as Trustee. The Clerk of the Board of Supervisors has received a request from the District, requesting the appointment of Mr. Shortnancy to replace Mr. Giuliani. Mr. Shortnancy has expressed his willingness to serve and contribute to this County. No other applications were received and the District supports this request for his appointment to a four-year term.

**BOARD ACTION:**

APPROVED AS RECOMMENDED: \_\_\_\_\_ OTHER: \_\_\_\_\_

I hereby certify that the above order was passed and adopted  
on \_\_\_\_\_, 2022.

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 March 15, 2022

**SUBMITTED BY:** District Attorney's Office – Keith Fagundes

**SUBJECT:** CONTINUED PARTICIPATION IN GRANT PROGRAMS

**SUMMARY:**

**Overview:**

The District Attorney's (DA's) Office relies heavily on grant funding to carry out the functions of the Department. Each fiscal year, the various awarding agencies require your Board to adopt a resolution reaffirming the County's commitment to the grant funded programs, indicating support of the grant program for the fiscal year in which the grant award is received.

**Recommendation:**

**Adopt Resolutions authorizing the District Attorney's Office to submit Fiscal Year 2022-2023 applications, sign award agreements and amendments for the following grant programs:**

- a. Automobile Insurance Fraud Program;
- b. Workers Compensation Insurance Fraud Program;
- c. Violence Against Women Vertical Prosecution Program; and
- d. Victim Witness Assistance Program.

**Fiscal Impact:**

For each grant listed above, the revenues and expenses will be included in the DA's requested Fiscal Year (FY) 2022-2023 County Budget. In FY 2021-2022, the DA was awarded \$84,510 from the Automobile Insurance Fraud Program. In FY 2021-2022, the DA was awarded \$256,784 from the Workers' Compensation Insurance Fraud Program. Through the insurance fraud grant programs, the DA's Office is able to fund a Legal Secretary, a DA Investigator, and half of a Deputy District Attorney. In FY 2021-2022, the DA was awarded \$202,545 for the Violence Against Women Vertical Prosecution Program.

(Cont'd)

**BOARD ACTION:**

APPROVED AS RECOMMENDED: \_\_\_\_\_ OTHER: \_\_\_\_\_

I hereby certify that the above order was passed and adopted  
on \_\_\_\_\_, 2022.

CATHERINE VENTURELLA, Clerk of the Board

By \_\_\_\_\_, Deputy.

## **Agenda Item**

### **CONTINUED PARTICIPATION IN GRANT PROGRAMS**

**March 15, 2022**

**Page 2 of 2**

The VAWA program will provide funding for one Deputy District Attorney, DA Investigator, and one Victim Advocate. There is a 25% match obligation of \$67,515; the DA's Office has met the cash match in prior fiscal years with County General Funds. In FY 2021-2022, the DA was awarded \$257,197 in Federal Funding and \$184,901 in State funding for the Victim Witness Assistance Program. The DA's Office intends to apply for the maximum funding available for FY 2022-23.

#### **BACKGROUND:**

The Workers' Compensation and Automobile Insurance Fraud Programs were established in FY 1996-1997, and have been in continuous existence since that time. The Insurance Fraud Unit investigates multiple types of automobile and workers' compensation insurance fraud claims, assists other agencies in the investigation of workers' compensation fraud, and educates local businesses of their obligations to hold the correct insurance coverage per the State of California.

The Violence Against Women Vertical Prosecution Program (VAWA) is a fairly new grant program to the County, and it was established in FY 2013-2014. This program vertically prosecutes domestic violence, stalking, and dating violence cases in Kings County. One specialized unit within the DA's Office handles the case from beginning to end.

The Victim/Witness (VW) Assistance Program is designed to provide comprehensive services to victims/witnesses of all types of violent crimes pursuant to California Penal Code §13835. The services provided include orientation to the criminal justice system, crisis intervention, emergency assistance, case status/disposition, court escort, direct counseling, victim of crime claims, notification of family, friends, and employers, property return, public presentations, resource and referral assistance, restitution, and training for criminal justice agencies. Kings County has participated in the program since 1984.

Each 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 AN APPLICATION  
FOR FISCAL YEAR 2022/2023 GRANT  
FUNDING FOR AUTO INSURANCE  
FRAUD PROGRAM \_\_\_\_\_/

RESOLUTION NO. \_\_\_\_\_

WHEREAS, the California Fraud Prevention Act (California Insurance Code sections 1871-1879) makes funding available through the California Department of Insurance to investigate and prosecute auto insurance fraud;

WHEREAS, the Kings County Board of Supervisors desires, through the office of the District Attorney, to continue the Auto Insurance Fraud Program undertaken with prior grant awards;

WHEREAS, the District Attorney desires to apply for fiscal year 2022/2023 funding made available through the Act, and specifically Section 1872.8 thereof, to support such program;

WHEREAS, grant eligibility guidelines require that the County indemnify the State against liability that may stem from the Grant Award; and

WHEREAS, the Grant Award may not be used to supplant expenditures controlled by the Board.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The District Attorney of Kings County is hereby authorized to submit an Auto Insurance Fraud Program FY 2022/2023 Grant Application to the California Department of Insurance and to execute a Grant Award Agreement including any extensions or amendments thereof.
2. The Grant Award funds received shall not be used to supplant expenditures controlled by this Board.
3. This Board agrees that any liability arising out of the performance of the Grant Award Agreement, including civil court actions for damages, shall be the responsibility of the County of Kings as the grant recipient and authorizing agency, and understands and agrees that the State of California and the California Department of Insurance disclaim responsibility for any such liability.

The foregoing Resolution was adopted upon motion by Supervisor \_\_\_\_\_, seconded by Supervisor \_\_\_\_\_, at a regular meeting held on the 15<sup>th</sup> day of March, 2022, by the following vote:

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

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

WITNESS my hand and seal of said Board of Supervisors this 15<sup>th</sup> day of March, 2022.

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Clerk of said Board of Supervisors



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

IN THE MATTER OF AN APPLICATION FOR RESOLUTION NO. \_\_\_\_\_  
2022/2023 GRANT FUNDING FOR WORKERS'  
COMPENSATION INSURANCE FRAUD  
INVESTIGATIONS PROGRAM /

WHEREAS, the California Fraud Prevention Act (California Insurance Code sections 1871-1879) makes grant funding available through the California Department of Insurance to investigate and prosecute Workers' Compensation Insurance fraud;

WHEREAS, such funding must be applied for on an annual basis;

WHEREAS, grant eligibility guidelines require that the County indemnify the State against liability that may stem from the Grant Award;

WHEREAS, the Grant Award may not be used to supplant expenditures controlled by the Board;

WHEREAS, the Kings County Board of Supervisors desires, through the office of the District Attorney, to continue the Workers' Compensation Insurance Fraud Program undertaken by the District Attorney's office as a result of prior grants received; and

WHEREAS, the District Attorney's office desires to apply for funding made available through the Act, and specifically Section 1872.83 thereof, to support such program.

NOW, THEREFORE, BE IT RESOLVED, as follows:

1. The District Attorney's office of Kings County is hereby authorized to submit a Workers' Compensation Insurance Fraud Program application to the California Department of Insurance and to execute a 2022/2023 Grant Award Agreement including any extensions or amendments thereof.
2. The Grant Award funds received shall not be used to supplant expenditures controlled by this Board.
3. This Board agrees that any liability arising out of the performance of the Grant Award Agreement, including civil court actions for damages, shall be the responsibility of the County of Kings as the grant recipient and authorizing agency, and understands and agrees that the State of California and the California Department of Insurance disclaim responsibility for any such liability.

The foregoing Resolution was adopted upon motion by Supervisor \_\_\_\_\_, seconded by Supervisor \_\_\_\_\_, at a regular meeting held on the 15<sup>th</sup> day of March, 2022, by the following vote:

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

---

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

WITNESS my hand and seal of said Board of Supervisors this 15<sup>th</sup> day of March, 2022.

---

Clerk of said Board of Supervisors

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

IN THE MATTER OF THE AUTHORITY TO  
APPLY FOR VIOLENCE AGAINST WOMEN  
VERTICAL PROSECUTION PROGRAM FISCAL  
YEAR 2022-2023 GRANT FUNDS \_\_\_\_\_/

RESOLUTION NO. \_\_\_\_\_

WHEREAS, the Legislature has found that Vertical Prosecution is a proven way of demonstrably increasing the likelihood of convicting sexual assault violators and domestic violence violators and ensuring appropriate sentences for such offenders;

WHEREAS, Vertical Prosecution is an approach that assigns specially trained deputy district attorneys or prosecution units to a particular case from its filing to its completion;

WHEREAS, a Vertical Prosecution Program has been established pursuant to the Services Training Officers Prosecutors (“STOP”) Formula Grant Program (“Program”) which was authorized in 1994 through the Violence Against Women Act (VAWA). VAWA, Public Law 103-322, was reauthorized in 2000, 2005, and most recently in 2013. The Program is administered by the Office on Violence Against Women, Office of Justice Programs, and the U.S. Department of Justice. This grant is administered by the California Office of Emergency Services Agency; and

WHEREAS, the Kings County Board of Supervisors, through its office of District Attorney, desires to apply for fiscal year 2022/2023 grant funding from this Program when it is available.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The District Attorney of the County of Kings is authorized to sign and submit an application to the Violence Against Women Prosecution Program to obtain 2022/2023 grant funds for the Vertical Prosecution program in Kings County.
2. The District Attorney is authorized to enter into a Grant Award Agreement if offered after application.
3. Kings County Board of Supervisors agrees to provide all matching funds, if any, required for said Program (including any amendment thereof) funding terms and conditions and that the cash match will be appropriated as required.
4. Any liability arising out of the performance of this Grant Award Agreement, including civil court actions for damages, shall be the responsibility of the grant recipient and the authorizing agency. The State of California and Office of Emergency Services Agency disclaim all responsibility for any such liability.

The foregoing Resolution was adopted upon motion by Supervisor \_\_\_\_\_, seconded by Supervisor \_\_\_\_\_, at a regular meeting held on the 15<sup>th</sup> day of March, 2022 by the following vote:

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

---

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

WITNESS my hand and seal of said Board of Supervisors this 15<sup>th</sup> day of March, 2022.

---

Clerk of said Board of Supervisors

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

IN THE MATTER OF AN APPLICATION FOR  
FISCAL YEAR 2022/2023 VICTIM WITNESS  
ASSISTANCE PROGRAM GRANT FUNDING /

RESOLUTION NO: \_\_\_\_\_

WHEREAS, beginning FY 2013/2014 to present, the County of Kings has maintained, the “Kings County District Attorney’s Victim Witness Assistance Program” (“Program”) supported by grant funds made available through the Victim Witness Program administered by the Governor’s Office of Emergency Services (“OES”);

WHEREAS, the Kings County Board of Supervisors desires, through the office of the District Attorney, to continue the Program in FY 2022/2023; and

WHEREAS, the District Attorney’s office desires to apply for FY 2022/2023 OES Victim Witness Program grant funds to support the Program.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The District Attorney of Kings County is authorized and directed to sign and submit to the OES a 2022/2023 Victim Witness Program Grant application, and is authorized to execute, on behalf of this Board, the Grant Award Agreement (“Agreement”).
2. The County, through its District Attorney, will comply with the Grant Conditions.
3. Any liability arising out of performance of this Agreement, including civil court actions for damages, shall be the responsibility of the County of Kings. The County recognizes that the State of California and OES disclaim responsibility for any such liability.
4. The Grant received thereunder will not be used to supplant expenditures controlled by the County.

The foregoing Resolution was adopted upon motion by Supervisor \_\_\_\_\_, seconded by Supervisor \_\_\_\_\_, at a regular meeting held on this 15<sup>th</sup> day of March, 2022, by the following vote:

AYES: Supervisors:  
NOES: Supervisors:  
ABSENTS: Supervisors:  
ABSTAIN: Supervisors:

\_\_\_\_\_  
Joe Neves, Chairperson of the Board of Supervisors  
County of Kings, State of California

WITNESS my hand and seal of said Board of Supervisors this 15<sup>th</sup> day of March, 2022.

\_\_\_\_\_  
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 March 15, 2022

**SUBMITTED BY:** Human Services Agency – Sanja Bugay/Esam Abed

**SUBJECT:** AMENDMENT FOR AGREEMENT WITH KINGS COMMUNITY ACTION ORGANIZATION FOR HOME VISITING PROGRAM SERVICES

**SUMMARY:**

**Overview:**

Human Services Agency (HSA) is requesting to amend the current executed agreement with Kings Community Action Organization (KCAO) (Board Agreement No. #20-140) to administer the Home Visiting Program (HVP). The requested amendment alters the Scope of Work. The amendment outlines standards that must be met for virtual home visits.

**Recommendation:**

**Approve the amended agreement with the Kings Community Action Organization for the provision of Home Visiting Program effective March 15, 2022.**

**Fiscal Impact:**

There will be no impact to the County General Fund. The cost of the operation of this agreement is funded with dedicated Federal Temporary Assistance for Needy Families funds, State General Funds, Promoting Safe and Stable Families funds and Community-Based Abuse Prevention Grants up to the allocated amounts. The cost for Fiscal Year (FY) 2020-2021 is \$316,880 and \$330,866 for FY 2021-2022 for the provision of HVP services with KCAO. The expenditure appropriation and revenues are included in the HSA's FY 2020-2021 and FY 2021-2022, Adopted Budget (Budget Unit 510000). This amendment does not alter the previously approved budget.

**BACKGROUND:**

HSA offers HVP services to California Work Opportunities and Responsibility to Kids and Child Welfare Services families. HVP promotes early learning development and health of children by supporting and engaging parents and caretakers utilizing the Parents as Teachers (PAT) evidence-based home visiting model.

HVP offers services for families with young children and is framed around four dynamic components: Personal Visits, Group Connections, Child Screening, and Resource Network. Home Visitors serve as parent educators

**(Cont'd)**

**BOARD ACTION:**

APPROVED AS RECOMMENDED: \_\_\_\_\_ OTHER: \_\_\_\_\_

I hereby certify that the above order was passed and adopted  
on \_\_\_\_\_, 2022.

CATHERINE VENTURELLA, Clerk of the Board

By \_\_\_\_\_, Deputy.

## **Agenda Item**

### **AMENDMENT FOR AGREEMENT WITH KINGS COMMUNITY ACTION ORGANIZATION FOR HOME VISITING PROGRAM SERVICES**

**March 15, 2022**

**Page 2 of 2**

and meet with families in their homes or via virtual visits.

During visits, home visitors assess family needs and collaborate with parents or caretakers to set family goals. Home visitors provide necessary information and resources to ensure that parents or caretakers are confident in the emotional, behavioral, and physical development of their children. Home visits include a focus on parent-child interaction, development centered parenting and family well-being. Home visitors use partnering, facilitating and reflecting when engaging families to promote parental resilience, knowledge of parenting and child development; social and emotional competence of children to strengthen protective factors. The goals of HVP are to increase parent knowledge of early childhood development and improve parenting practices, provide early detection of developmental delays and health issues, prevent child abuse and neglect, and increase children's school readiness and school success.

On November 24, 2020, the Board approved the initial agreement (Agreement #20-140) with KCAO to administer the HVP. The HSA is requesting to amend the executed agreement with KCAO for HVP.

The amendments to the Scope of Work include a contingency plan to follow for interim services for referred families should KCAO reach service capacity, added service benchmarks to measure contract outcomes and service impact to families and outline a timeframe for returning referrals back to HSA for unresponsive families after failed contact attempts by KCAO.

This Agreement was reviewed and approved by County Counsel as to form.



Agreement No. \_\_\_\_

**COUNTY OF KINGS  
FIRST AMENDMENT TO AGREEMENT**

This first amendment (“1<sup>st</sup> Amendment”) to Agreement No. 20-140 (“Agreement”) is entered into on March 15, 2022, by and between the County of Kings, a political subdivision of the State of California (“County”), and Kings Community Action Organization, Incorporated, a California nonprofit corporation (singularly a “Party” and collectively the “Parties”).

**R E C I T A L S**

WHEREAS, the Contractor administers the Home Visitation, “Parents as Teachers” Program (the “Program”) under the Agreement;

WHEREAS, County requires the Scope of Work to be updated and revised;

WHEREAS, the Parties intend to modify the Agreement as reflected in the attached **Revised Exhibit A**; and

WHEREAS, Section 6 of the Agreement authorizes the Parties to modify the Agreement with the execution of a written amendment.

NOW, THEREFORE, the Parties agree as follows:

1. **Exhibit A** to the Agreement is replaced in its entirety with **Revised Exhibit A**, attached to this 1<sup>st</sup> Amendment. Any reference throughout the Agreement or its Exhibits to “**Exhibit A**” shall be replaced with “**Revised Exhibit A**”.

2. This 1<sup>st</sup> Amendment commences on March 15, 2022.

The recitals and exhibits are integral to this 1<sup>st</sup> Amendment and are incorporated into this 1<sup>st</sup> Amendment by this reference.

3. All other terms and conditions of the Agreement remain in full force and effect.

4. The Parties may execute this Agreement by electronic means. The electronic signatures affixed by their respective signatories give rise to a valid, enforceable, and fully effective agreement.

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

**SIGNATURES ON FOLLOWING PAGE**

IN WITNESS WHEREOF, the Parties executed this 1<sup>st</sup> Amendment the day and year first written above.

COUNTY OF KINGS

KINGS COMMUNITY ACTION ORGANIZATION, INCORPORATED

By: \_\_\_\_\_  
Joe Neves, Chair  
Kings County Board of Supervisors

By: Jeff Garner  
949A4FF03A9C51BD1BEA694FF960EAB7 readySign  
Jeff Garner, Executive Director

ATTEST

Reviewed and Recommended for Approval:

By: \_\_\_\_\_  
Catherine Venturella, Clerk of the Board

By: Sanja Bugay  
0E9A7E1FDA87E837503A39C810025234 readySign  
Sanja K. Bugay, Director, HSA

APPROVED AS TO FORM  
Diane Freeman, County Counsel

By:   
Digitally signed by Cindy Crose Kliever  
Date: 2021.12.23 10:44:59 -08'00'  
Cindy Crose Kliever, Deputy County Counsel

By: Atonya Moore  
348DB64BB6EC091A18DD8BB459B778F1 readySign  
Atonya Moore, Fiscal Program Manager, HSA

Exhibits/Attachments:  
**Revised Exhibit A:** Scope of Work

## Revised Exhibit A

### Scope of Work

#### Background:

The home visitation Program, “Parents as Teachers” is an early childhood parent education, family support, and school readiness home visiting model where educators work with parents and caregivers (“Parents”) to strengthen protective factors and ensure that young children are healthy, safe, and ready to learn.

The California Work Opportunity and Responsibility to Kids (“CalWORKs”) Home Visiting Program (“HVP”), formerly known as the CalWORKs Home Visiting Initiative (“HVI”), is a voluntary program supervised by the California Department of Social Services (“CDSS”) and administered by participating California counties. This County’s Human Services Agency (“HSA”) implements the program. Welfare and Institutions Code section 11330.6 *et seq.* established the Program. Continued funding for the HVP is subject to appropriation in the annual Budget Act.

Program services are offered and aligned with the Community-Based Child Abuse Prevention (“CBCAP”) and Promoting Safe and Stable Families (“PSSF”) programs. Funding under the PSSF is distributed to states under a formula grant based on the number of children receiving Supplemental Nutrition Assistance Program benefits (commonly known as “SNAP”).

Through an annual application process, the CDSS is designated by the Governor as the single state agency to administer and oversee the CBCAP Program. In accordance with the allocation formula contained in Welfare and Institutions Code section 18966.1, subdivision (a), CBCAP funds are allocated annually to counties that applied for the funds.

#### Purpose:

The purpose of this Agreement is to establish guidelines and set forth the Parties’ HVP responsibilities to assist families achieve stability and to lay the foundation for other long-term goals by: a) strengthening and supporting families to prevent child abuse and neglect; b) supporting positive health, development, and well-being outcomes; c) expanding the future educational, economic, and financial capability opportunities for families and children born into poverty; d) offering assistance to families; e) providing early, comprehensive support for Parents or pregnant women; and f) promoting the development of parenting skills, especially in young Parents and Parents with very young children. The Parties will work together to enhance and support the Program’s mission to provide the information, support and encouragement parents need to help their children develop optimally during the

## Revised Exhibit A

crucial early years of life. The Program will utilize individuals professionally trained in child development and parenting to deliver services (the Home Visitor(s)).

County shall:

1. Identify families potentially eligible for Home Visiting Program services via system reports, during intake processes, or during the ongoing provision of services, make the program eligibility determination, prioritize the Parent's and child(ren)'s needs, and document the information on a referral.
2. Complete referrals and provide copies to Contractor.
3. Provide Contractor with contact information to facilitate services.
4. Incorporate activities recommended by the Home Visitor into the Parent's participation plan if appropriate.
5. Coordinate activities with the Home Visitor to avoid any duplication of services or a conflict in the Parent's participation schedule.
6. Reimburse costs for the program services according to the services invoiced and the terms in Exhibit B.
7. Assist Contractor in identifying allowable material goods that can be purchased.

Contractor shall:

1. Accept referrals from the County to provide the following Program services:

A. Personal Visits:

The Home Visitor shall have personal visits of approximately sixty (60) minutes, however, more time may be allocated for Parents with more than one child. The Home Visitor will use the Program model and curriculum to assist with Parent-child interaction, development-centered parenting and family wellbeing.

Parent-child interaction focuses on promoting positive parenting behaviors and child development through Parent-child activities.

## Revised Exhibit A

Development-centered parenting focuses on the link between child development and parenting on the key developmental topics (e.g. attachment, discipline, health, nutrition, safety, sleep, transitions/routines, and healthy births).

Family well-being focuses on family strengths, capabilities, skills and establishing or maintaining the five (5) protective factors.

Visits shall occur weekly or bi-weekly depending on the family needs as determined by the Home Visitor. Parents with two (2) or more high needs characteristics as defined in the Program model shall receive visits weekly (36 visits per year plus group socialization activities). Parents with one (1) high needs characteristic shall receive biweekly visits (24 visits per year plus group socialization activities).

Any follow-up activities shall be introduced at the end of the visit and the Home Visitor will encourage Parents to engage in it before the next visit.

### B. Screening:

The Home Visitor shall provide annual child health, hearing, vision, and developmental screenings in accordance with the Program model. Child screenings will include the following:

- (1) Assess developmental progress regarding cognitive, language, social-emotional, and motor skills.
- (2) Screen for delays or problems in vision/hearing/health.
- (3) Provide information about child's health and developmental progress through on-going tracking of developmental milestones.
- (4) Result in a referral for follow-up to any issues noted.

### C. Group Socialization Activities:

The Home Visitor shall provide monthly group socialization activities which Parents can attend with their child(ren) to obtain information, build social support, and share experiences with their peers. Formats shall include family activities, presentations, and community events.

././

## Revised Exhibit A

### D. Resource Network:

The Home Visitor shall facilitate connections to other agencies in the community as needed.

### E. Virtual Visits:

Virtual home visits will continue after the COVID-19 stay-at-home orders are lifted and will proceed as follows:

- (1) Virtual visits will maintain the fidelity of the Parents-as-Teachers home visiting model.
- (2) Alternate locations, including virtual visits, must be agreed upon by Contractor and the client.
- (3) Home Visitors shall be trained in the technology to be used prior to conducting virtual home visits.
- (4) Virtual visits must be conducted on HIPAA-compliant video communication products as prescribed by the U.S. Department of Health and Human Services.

### F. Interim Services:

Interim Services are included as a contingency plan for clients that are on a waitlist to be served due to the contractor's service capacity.

- (1) HSA will provide the Contractor with a list of participants who are on the waitlist to be invited to the next available Monthly Group Connections meeting.
- (2) The Contractor will contact HSA immediately should a change in service capacity occur.

### G. Service Benchmarks:

The following service benchmarks and client impact outcomes will be met:

- (1) One hundred (100%) of families that received at least one personal visit, will complete a Family-Centered Assessment within 120 days of enrollment and annually.

## Revised Exhibit A

- (2) Sixty percent (60%) of families will have met at least one goal documented for the child and/or parent during the program year.
  - (3) One hundred (100%) of participating children will be screened for developmental delays within ninety (90) days of enrollment or birth and again annually.
  - (4) Sixty percent (60%) of families that reported two or more stressors will receive 36 visits per year plus group socialization activities.
  - (5) Sixty percent (60%) of families that received at least one personal visit will be connected to at least one community resource in the program year.
  - (6) One hundred (100%) of families that received at least one personal visit, will participate in the Parents' Assessment of Protective Factors at the time of enrollment and after one-year of program participation.
2. Upon receiving the referral, will assign Parents to a Home Visitor and will contact the Parents within three (3) business days to schedule a home visit.
  3. Provide the services to Parents set forth above.
  4. Families that started receiving services or that were referred for services, will be referred back to HSA after Contractor makes four (4) unsuccessful contact attempts within a period of fifteen (15) days.
  5. Provide services for a minimum of two (2) years unless the Parents opt out of the Program earlier.
  6. Provide services in the family home or at a safe community space such as a Family Resource Center ("FRC") near the Parents except group socialization activities will be held at the local FRC.
  7. Ensure Home Visitors obtain the following trainings:
    - A. Cultural Competency and Implicit Bias
    - B. Roles and Responsibilities of Mandated Reporters of Suspected Child Abuse.

## Revised Exhibit A

- C. Applying for and troubleshooting issues regarding the following public assistance programs: CalWORKs/Family Stabilization Services, Medi-Cal, Cal FRESH, and Special Nutrition Program for Women, Infants, and Children.
- 8. Will purchase material goods for households as follows:
    - A. Each household will be eligible to the purchase of material goods up to the amount of \$500 during their participation in this program.
    - B. Allowable material goods for the household are related to care, health, and safety, upon an identified need by the Home Visitor.
    - C. Material goods will be purchased by Contractor and issued to the household.
    - D. The issuance of material goods will be tracked by Contractor to ensure the issuance amount to each household will not exceed \$500.
  - 9. Will provide Parents with access to early learning supports as follows:
    - A. The Home Visitor will provide Parents with gifts cards in the amount of \$20.00 to purchase early learning supports and tools that facilitate child/Parent interactive activities.
    - B. Each household will be provided with a \$20.00 gift card after their first home visit and each month after the completion of a parent/child activity.
    - C. Early learning support tools that promote parent child interaction include board games, card games, books, coloring books, etc.
  - 10. Record and report to the County on the following parameters by the 10<sup>th</sup> day following the month home visitation services were provided:
    - A. Parent and child demographics:
      - 1. Race;
      - 2. Ethnicity;
      - 3. National origin; and
      - 4. Primary and secondary languages.



## Revised Exhibit A

### B. Home Visitor Performance:

- (1) Number of referrals received by the Program.
- (2) Number of child screenings.
- (3) Number of group socialization activities.
- (4) Number of referrals made by Contractor staff to other agencies.
- (5) Number of home visits completed, including data on duration of Parents' enrollment in this Program.
- (6) Service outcomes consistent with the evaluation plan.
- (7) Indicators of this Program's home visitation capacity, including demographics, characteristics, composition, including employer and certification status, and future training needs of the home visiting workforce.

### C. Child and Family Indicators and Outcomes:

- (1) Rates of children receiving regular well-child check-ups and, if available, immunization rates according to the American Academy of Pediatrics Bright Futures guidelines.
- (2) Rates of children receiving developmental screening and referrals for further assessment.
- (3) Rates of participation in early learning programs.
- (4) Service referrals by type.
- (5) Services accessed by type.
- (6) Parental satisfaction with their gains in parenting skills and knowledge.
- (7) Food and housing stability.
- (8) Workforce training, employment, and financial stability of the Parents.
- (9) Child welfare referrals and outcomes.

## Revised Exhibit A

10. Participation in educational programs or English as a Second Language programs, or both, as applicable.
  11. Access to immigration services and remedies as applicable.
  12. Additional descriptive and outcome indicators, as appropriate.
11. Will utilize a report format developed and mandated by the CDSS for reporting this data to meet the reporting requirements referred to in Exhibit F of this contract. **Exhibit F** describes the reporting format and instructions for completion of the monthly reports.
  12. Will have a detailed contingency plan in writing in case services cannot be delivered through conventional in class/group settings, due to a state/national emergency (pandemic, natural disaster, etc.), which could disrupt services.

County and Contractor shall:

1. Maintain a lead representative for the Program to coordinate activities relating to the terms of this contract and to facilitate the exchange of information. They are:

County:

Sergio Rubio  
Program Specialist  
(559)852-4858  
[Sergio.Rubio@co.kings.ca.us](mailto:Sergio.Rubio@co.kings.ca.us)

Contractor:

Ruth Rodriguez  
Program Director  
(559)415-7220  
[rrodriguez@kcao.org](mailto:rrodriguez@kcao.org)

2. Maintain documentation and records of referrals received and submitted to the program.
3. Conduct meetings on a monthly basis between County and Contractor to review Parent progress, Program best practices, and needed improvements for service delivery.
4. Comply with the reporting requirements set forth by the CDSS and the Office of Child Abuse Prevention pertaining to CAPIT, PSSF, CBCAP funding, and CalWORKs' HVP.

## Revised Exhibit A

5. Reassess needs, review and update this contract on an annual basis.
6. Compliance with Confidentiality:

The Parties and their officers and employees shall comply with the Welfare and Institutions Code Section 10850 and the CDSS's Manual of Policy and Procedures, and Division 19 Regulations to assure that:

- A. All records concerning any applicant or participant shall be confidential and shall not be open to examination for any purpose. No person shall publish or disclose, or use or permit, or cause to be published, disclosed or used, any confidential information pertaining to any applicant for or recipient of public social services.
- B. The County and the Contractor agree to inform all of their employees, agents, subcontractors and partners of the above provisions and that any person knowingly and intentionally violating the provisions of said State law may be guilty of a misdemeanor and/or liable for civil and criminal penalties.





# COUNTY OF KINGS BOARD OF SUPERVISORS

GOVERNMENT CENTER HANFORD, CALIFORNIA 93230 (559) 582-3211 EXT 2362  
Catherine Venturella, Clerk of the Board of Supervisors

## AGENDA ITEM March 15, 2022

**SUBMITTED BY:** Job Training Office – Lance Lippincott

**SUBJECT:** SUBMISSION OF ZONE INCENTIVE APPLICATION FOR FUNDING AND ACCOMPANYING RESOLUTION

**SUMMARY:**

**Overview:**

The goal of the Recycling Market Development Zone (RMDZ) Program is to create a sustainable infrastructure and to enhance local markets for recyclable and compostable materials generated within California. The Zone Incentive Application (ZIF) Program incentivizes local governments to provide outreach services, and to work closely with local post-consumer processing and manufacturing industries to stimulate the use of recyclable and compostable materials. By doing this, the ZIF program helps create jobs in the post-consumer commodities industry and diverts valuable resources from disposal. The ZIF Program provides targeted financial support to Zones for funding vital to local marketing and outreach activities, and complements CalRecycle's marketing and outreach efforts to promote RMDZ services and activities.

**Recommendation:**

- a. Approve the resolution approving the submission of a Zone Incentive Application; and
- b. Direct the Kings County Director of Economic and Workforce Development to submit the Zone Incentive Application for funding.

**Fiscal Impact:**

This application will not increase any costs to Kings County or Kings County Job Training Office. Total funding for this application will not exceed \$18,000. The objective of this application is to request ZIF funds for fiscal years (FYs) 2021-22 through 2023-2024.

**BACKGROUND:**

The Department of Resources Recycling and Recovery (CalRecycle) administers the Recycling Market Development Zone (RMDZ) Program, which provides Zone Incentive Funds (ZIFs) to each zone for local outreach.

**BOARD ACTION:**

APPROVED AS RECOMMENDED: \_\_\_\_\_ OTHER: \_\_\_\_\_

I hereby certify that the above order was passed and adopted  
on \_\_\_\_\_, 2022.

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 AUTHORIZING  
SUBMITTAL OF PAYMENT PROGRAM  
AND RELATED AUTHORIZATIONS \_\_\_\_\_/

RESOLUTION NO. \_\_\_\_\_

WHEREAS, pursuant to Public Resources Code section 48000 et seq. the Department of Resources Recycling and Recovery (CalRecycle) has established various payment programs to make payments to qualifying jurisdictions; and

WHEREAS, in furtherance of this authority CalRecycle is required to establish procedures governing the administration of the payment programs; and

WHEREAS, pursuant to Public Resources Code section 42023.1(g) CalRecycle is authorized to make payments to local governing bodies within a recycling market zone for services related to the promotion of the zone; and

WHEREAS, CalRecycle's procedures for administering payment programs require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of the payment program.

NOW, THEREFORE, IT IS HEREBY RESOLVED as follows

1. The County of Kings is authorized to submit an application to CalRecycle for any and all payment programs offered pursuant to Public Resources Code 48000 et seq.
2. The Public Works Director, or his/her designee, is hereby authorized as Signature Authority to execute all documents necessary to implement and secure payment.
3. This authorization is effective until rescinded by the Signature Authority or this Governing Body.

The foregoing resolution was adopted upon motion by Supervisor \_\_\_\_\_, seconded by Supervisor \_\_\_\_\_ at a regular meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2022, by the following vote:

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

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

IN WITNESS WHEREOF, I have set my hand this \_\_\_\_ day of \_\_\_\_\_, 2022.

---

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 March 15, 2022

**SUBMITTED BY:** Library – Natalie R. Rencher/Tanya Russell

**SUBJECT:** LIBRARY INFRASTRUCTURE GRANT APPLICATION  
**SUMMARY:**

### **Overview:**

The Kings County Library is proposing to apply for grant funding under the Building Forward: Library Infrastructure Grant Program. The Budget Act of 2021 (SB 129) allocated \$439 million in one-time funds to the California State Library to address life-safety and critical maintenance needs of public library facilities throughout California. This competitive grant program prioritizes funding for local library facilities located in high poverty areas of the state. The maximum grant amount for each library facility is \$10,000,000. Lemoore and Hanford branch libraries are being considered for this grant opportunity.

### **Recommendation:**

- a. Adopt the resolution authorizing the County Library Director to submit an application for Lemoore Library Branch for the Building Forward infrastructure grant program; and
- b. Adopt the resolution authorizing the County Library Director to submit an application for Hanford Library Branch for the Building Forward infrastructure grant program.

### **Fiscal Impact:**

There is no impact to the general fund. County staff will prepare the grant application. There is a dollar-to-dollar match required. However, the library's Local Income Per Capita (LIPC) is Level 1: \$0.00-\$15.00 LIPC, in which the grant requirement of the local match may be eliminated. The maximum grant amount for each library facility is \$10,000,000, for a total award of up to \$20,000,000. The application requests will be the Lemoore Branch Library with a cost estimate of \$7,019,852, and the Hanford Branch Library with a cost estimate of \$6,619,246.

### **BACKGROUND:**

On March 23, 2010, the Kings County Library Advisory Board, during a study session, presented to the Board  
(Cont'd)

**BOARD ACTION:**

APPROVED AS RECOMMENDED: \_\_\_\_ OTHER:

I hereby certify that the above order was passed and adopted  
on \_\_\_\_\_, 2022.

CATHERINE VENTURELLA, Clerk of the Board

By \_\_\_\_\_, Deputy.

## **Agenda Item**

### **LIBRARY INFRASTRUCTURE GRANT APPLICATION**

**March 15, 2022**

**Page 2 of 3**

of Supervisors a 15 Year Capital Improvement Plan to address the future needs of the County's library facilities. On June 24, 2014, the library staff, during a study session, presented to the Board of Supervisors the Kings County Library Facility Master Plan.

The Library Assessment and Master Plan was to document pertinent information to plan for the current and future vitality of library services in the County of Kings.

The Budget Act of 2021 (SB 129) allocated \$439 million in one-time funds to the California State Library to address life-safety and critical maintenance needs of public library facilities throughout California. A total of \$439 million in competitive grant funding is available to cities, counties, or library districts for projects related to "life safety, critical maintenance and infrastructure" needs.' In October 2021 two preliminary applications for Lemoore and Hanford branch libraries were submitted to the California State Library. One of the goals of the preliminary application process was to educate the Building Forward team about the infrastructure and facilities needs libraries face and the sorts of project proposals we might receive for this grant program.

Built in 1952 and remodeled in 1981, the Lemoore Branch Library is over 40 years old, and in poor condition. Built in 1958, the Hanford Branch Library is over 53 years old, and in fair condition. This grant will meet the life safety/critical maintenance needs of both buildings by bringing into full compliance current codes such as seismic, accessibility, and sustainability. It will modernize power and data infrastructure. Additionally, the grant will address the building's current fire sprinkler system, plumbing system, HVAC systems, fire alarm and fire suppression systems, asbestos abatement, electrical power system, energy efficient lighting, roofing, wall systems, exterior openings (doors and windows), site accessibility, drainage, parking, and pavement.

Both Lemoore and Hanford branch libraries are part of the 2016 County of Kings ADA Survey and Transition Plan. The Building Forward: Library Infrastructure Grant Program will address over 168 problem recommendations noted in the plan. The maximum grant amount per library facility is \$10 million. The grant application is due to the California State Library on March 21, 2022, 12:00 p.m. Awards are expected to be announced 90 days after the application due date.

Both resolutions have been reviewed and approved by County Counsel.

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

\*\*\*\*\*

IN THE MATTER OF AUTHORIZING  
THE KINGS COUNTY LIBRARY TO  
APPLY FOR AND RECEIVE GRANT  
FUNDS FROM THE CALIFORNIA  
LIBRARY SYSTEM UNDER THE  
BUDGET ACT OF 2021 (SB-129)

RESOLUTION NO. \_\_\_\_\_

\_\_\_\_\_/

WHEREAS, Section 215, subsection 1 of The Budget Act of 2021 (SB-129) makes a one-time allocation of funds to the California State Library, to be distributed through competitive grants to local library systems in sums of up to \$10 million per individual library facility.

WHEREAS, grants are to be awarded first to projects involving “life safety, critical maintenance and infrastructure projects,” and will prioritize “high-poverty areas of the state.”

WHEREAS, recipients of grant funds will be required to provide matching funds on a dollar-for-dollar basis, but may apply for a match reduction based on the facility’s Local Operating Income Per Capita (LIPC).

WHEREAS, the California State Library, Library Development Services Bureau, is administering grant funds through its ‘Building Forward’ library infrastructure grant program.

WHEREAS, applications for grant funds must be submitted to the Library Development Services Bureau by noon on March 21, 2022, with all grant funds expended by March 31, 2026.

WHEREAS, procedures established by the California State Library require that, if a grant is awarded, a resolution must be adopted by the city, county, or library district applying for funds authorizing the acceptance of the funds.

WHEREAS, the County of Kings has the legal authority and is authorized to enter into a funding agreement with the State of California.

WHEREAS, in June 2014, the Kings County Board of Supervisors received the Kings County Library Facilities Master Plan, which included proposed expansion and improvements to the Lemoore branch of the Kings County Library.

WHEREAS, the proposed expansion and improvements to the Lemoore branch will include critical maintenance and infrastructure improvements, related to the age and condition of the current library facilities.

WHEREAS, the Kings County Library intends to apply for grant funds under the Building Forward grant program for use in the Lemoore branch component of the Kings County Library Facilities Master Plan.

WHEREAS, the LIPC of the Lemoore branch makes it eligible to apply for a reduction in matching funds.

NOW, THEREFORE, IT IS HEREBY RESOLVED as follows:

1. Pursuant and subject to all terms and provisions of Section 215, subsection 1 of the California Budget Act of 2021, the Kings County Library Director is hereby authorized and directed to prepare and file an application for funding with the California State Library, including a Match Reduction Justification Request, and take such other actions necessary or appropriate to obtain funding under the 'Building Forward' library infrastructure grant program.

2. The Kings County Library Director is authorized and directed to execute the funding agreement and any amendments thereto with the California State Library.

3. The Kings County Library Director is or his designee is hereby authorized and directed to submit any required documents, funding requests, and reports required to obtain funding under the program.

4. The Kings County Library Director is hereby authorized and directed to receive any funds granted to the County of Kings through the 'Building Forward' library infrastructure grant program, and to authorize the expenditure of those funds consistent with approved Kings County Library infrastructure programs.

5. Kings County certifies that the project will comply with all laws and regulations, including but not limited to, the California Environmental Quality Act (CEQA), legal requirements for building codes, health and safety codes, the California Labor Code, the Americans with Disabilities Act (ADA); and that prior to commencement of the project all necessary and applicable permits will be obtained.

6. Kings County certifies that all portions of the project accomplished through grant funds will be completed by March 31, 2026

The foregoing resolution was adopted upon motion by Supervisor \_\_\_\_\_, seconded by Supervisor \_\_\_\_\_ at a regular meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2022, by the following vote:

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

\_\_\_\_\_  
Joe Neves, Chairperson of  
the Board of Supervisors, County of Kings,  
State of California

WITNESS my hand and seal of said Board of Supervisors this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Clerk of said Board of Supervisors

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

\*\*\*\*\*

IN THE MATTER OF AUTHORIZING  
THE KINGS COUNTY LIBRARY TO  
APPLY FOR AND RECEIVE GRANT  
FUNDS FROM THE CALIFORNIA  
LIBRARY SYSTEM UNDER THE  
BUDGET ACT OF 2021 (SB-129)

RESOLUTION NO. \_\_\_\_\_

\_\_\_\_\_/

WHEREAS, Section 215, subsection 1 of The Budget Act of 2021 (SB-129) makes a one-time allocation of funds to the California State Library, to be distributed through competitive grants to local library systems in sums of up to \$10 million per individual library facility.

WHEREAS, grants are to be awarded first to projects involving “life safety, critical maintenance and infrastructure projects,” and will prioritize “high-poverty areas of the state.”

WHEREAS, recipients of grant funds will be required to provide matching funds on a dollar-for-dollar basis, but may apply for a match reduction based on the facility’s Local Operating Income Per Capita (LIPC).

WHEREAS, the California State Library, Library Development Services Bureau, is administering grant funds through its ‘Building Forward’ library infrastructure grant program.

WHEREAS, applications for grant funds must be submitted to the Library Development Services Bureau by noon on March 21, 2022, with all grant funds expended by March 31, 2026.

WHEREAS, procedures established by the California State Library require that, if a grant is awarded, a resolution must be adopted by the city, county, or library district applying for funds authorizing the acceptance of the funds.

WHEREAS, the County of Kings has the legal authority and is authorized to enter into a funding agreement with the State of California.

WHEREAS, in June 2014, the Kings County Board of Supervisors received the Kings County Library Facilities Master Plan, which included proposed expansion and improvements to the Hanford branch of the Kings County Library.

WHEREAS, the proposed expansion and improvements to the Hanford branch will include critical maintenance and infrastructure improvements, related to the age and condition of the current library facilities.

WHEREAS, the Kings County Library intends to apply for grant funds under the Building Forward grant program for use in the Hanford branch component of the Kings County Library Facilities Master Plan.

WHEREAS, the LIPC of the Hanford branch makes it eligible to apply for a reduction in matching funds.

NOW, THEREFORE, IT IS HEREBY RESOLVED as follows:

1. Pursuant and subject to all terms and provisions of Section 215, subsection 1 of the California Budget Act of 2021, the Kings County Library Director is hereby authorized and directed to prepare and file an application for funding with the California State Library, including a Match Reduction Justification Request, and take such other actions necessary or appropriate to obtain funding under the 'Building Forward' library infrastructure grant program.

2. The Kings County Library Director is authorized and directed to execute the funding agreement and any amendments thereto with the California State Library.

3. The Kings County Library Director is hereby authorized and directed to submit any required documents, funding requests, and reports required to obtain funding under the program.

4. The Kings County Library Director is hereby authorized and directed to receive any funds granted to the County of Kings through the 'Building Forward' library infrastructure grant program, and to authorize the expenditure of those funds consistent with approved Kings County Library infrastructure programs.

5. Kings County certifies that the project will comply with all laws and regulations, including but not limited to, the California Environmental Quality Act (CEQA), legal requirements for building codes, health and safety codes, the California Labor Code, the Americans with Disabilities Act (ADA); and that prior to commencement of the project all necessary and applicable permits will be obtained.

6. Kings County certifies that all portions of the project accomplished through grant funds will be completed by March 31, 2026

The foregoing resolution was adopted upon motion by Supervisor \_\_\_\_\_, seconded by Supervisor \_\_\_\_\_ at a regular meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2022, by the following vote:

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

\_\_\_\_\_  
Joe Neves, Chairperson of  
the Board of Supervisors, County of Kings,  
State of California

WITNESS my hand and seal of said Board of Supervisors this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
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 March 15, 2022

**SUBMITTED BY:** Department of Public Health – Rose Mary Rahn/Heather Silva/Everardo Legaspi  
**SUBJECT:** COUNTY MEDICAL SERVICES PROGRAM GOVERNING BOARD COVID-19  
EMERGENCY RESPONSE GRANT PROGRAM

### **SUMMARY:**

#### **Overview:**

The County Medical Services Program Governing Board seeks to support counties in responding to the COVID-19 pandemic emergency through the provision of funding to expand the delivery of services that support local preparedness, containment, recovery and response activities. The COVID-19 Emergency Response Grant is intended to assist counties in addressing the needs of various low-income populations with or at-risk of COVID-19 conditions.

#### **Recommendation:**

**Approve the First Amendment to Grant Agreement extending the term of the County Medical Services Program COVID-19 Emergency Response Grant Program to December 30, 2022.**

#### **Fiscal Impact:**

There will be no impact to the General Fund. The amount allocated by the County Medical Services Program for Fiscal Year (FY) 2021-2022 is \$250,759, allocated to Budget Unit 417400 (Health Department Grants), Account 85145 (St Aid – CMSP CERG), and \$113,038, allocated to Budget Unit 100260 (Covid 19 Trust-fund), Account 52056.

### **BACKGROUND:**

On August 11, 2020, the Board approved a grant agreement between the Kings County Department of Public Health (KCDPH) and County Medical Services Program (CMSP) for a COVID-19 Emergency Response Grant (CERG) to carry out activities related to the County's COVID-19 response. On January 26, 2022, CMSP provided notice that their Governing Board had approved a 12-month no-cost extension of the CERG program.

(Cont'd)

**BOARD ACTION:**

APPROVED AS RECOMMENDED: \_\_\_\_\_ OTHER: \_\_\_\_\_

I hereby certify that the above order was passed and adopted  
on \_\_\_\_\_, 2022.

CATHERINE VENTURELLA, Clerk to the Board

By \_\_\_\_\_, Deputy.

## **Agenda Item**

### **COUNTY MEDICAL SERVICES PROGRAM GOVERNING BOARD COVID-19 EMERGENCY RESPONSE GRANT PROGRAM**

**March 15, 2022**

**Page 2 of 2**

The remaining grant funds will be used to continue covering costs associated with the County's response to the COVID-19 pandemic. No additional funds will be awarded and grant funds must be spent in accordance with CERG program guidelines as they pertain to COVID-19 emergency response activities.

The mission of the Kings County Department of Public Health is to promote and protect the health and well-being of Kings County residents through education, prevention, and intervention. The training, engagement activities, and communications plan to be supported with these funds will allow the Kings County Department of Public Health to raise awareness about the role ACEs play in the communities' health, and lead the collaborative effort necessary to mitigate the impact.

The No-Cost Extension Amendment to the Agreement has been reviewed and approved by County Counsel as to form. A copy of the full agreement is available with the Clerk to the Board for your review.

**FIRST AMENDMENT  
TO GRANT AGREEMENT**

**COUNTY MEDICAL SERVICES PROGRAM  
COVID-19 EMERGENCY RESPONSE GRANT PROGRAM (CERG)**

This First Amendment to Grant Agreement (“Amendment”) is by and between the County Medical Services Program Governing Board (“Board”) and Kings County Department of Public Health (“Grantee”) and amends the County Medical Services Program COVID-19 Emergency Response Grant (CERG) dated effective July 1, 2020, (“Agreement”), by and between Board and Grantee.

**Background**

A. Board and Grantee previously entered into the Agreement with regard to the County Medical Services Program COVID-19 Emergency Response Grant (CERG) Program.

B. Board and Grantee desire to amend the Agreement to extend the term of the Agreement.

IT IS HEREBY AGREED AS FOLLOWS:

**Agreements**

1. Section 7 of the Agreement is amended to read as follows:  
Term. The term of this Agreement shall be from July 1, 2020, to December 30, 2022 unless otherwise extended in writing by mutual consent of the parties.
2. Exhibit A of the Agreement shall be amended to delete reference to any anticipated dates of payment of Grant Funds contained in parentheses therein due to the revisions set forth in this Amendment.
3. This Amendment is effective December 31, 2021.

4. Except as expressly amended herein, all other terms and conditions of the Agreement shall remain in full force and effect the same as if this Amendment had not been executed.

Dated effective December 31, 2021.

BOARD:  
COUNTY MEDICAL SERVICES  
PROGRAM GOVERNING BOARD

GRANTEE:

By: \_\_\_\_\_  
Kari Brownstein, Executive Director

By: \_\_\_\_\_  
Title: \_\_\_\_\_



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM March 15, 2022

**SUBMITTED BY:** Department of Public Health – Rose Mary Rahn/Heather Silva  
**SUBJECT:** TUBERCULOSIS CONTROL PROGRAM REAL-TIME ALLOTMENT FUNDING

### **SUMMARY:**

#### **Overview:**

The California Department of Public Health Tuberculosis Control Branch is awarding the Kings County Department of Public Health initial Real-Time Allotment funding for fiscal year (FY) 2021/2022 to support Tuberculosis (TB) prevention and control activities. The revised installment is comprised of \$3,047 state and \$3,446 federal funds. The award is based on the number of TB cases case characteristics reported by Kings County Department of Public Health between June 1, 2021 and October 31, 2021.

#### **Recommendation:**

**Authorize the Director of the Kings County Department of Public Health to sign the Acceptance of Award for the Real-Time Allotment of Tuberculosis Control Program, the required certifications and all subsequent documentation thereunder to support Tuberculosis prevention and control activities.**

#### **Fiscal Impact:**

There is no cost to the County General Fund associated with the recommended action. The initial real-time allotment of \$6,493 is included in the FY 2021/2022 Adopted Budget under budget unit 415000.

### **BACKGROUND:**

The Tuberculosis (TB) Control Program is a State mandated activity in which the responsibility for TB reporting, treatment, and management is assigned to the local health jurisdiction (LHJ). Kings County started receiving Real-Time Allotment award funding in 2012. Real-Time Allotments are local assistance contracts awarded to LHJs to augment local support for TB prevention, control and elimination activities. An application is not required for receipt of the award. All LHJs reporting an average of less than six TB cases annually receive an initial notice

**(Cont'd)**

**BOARD ACTION:**

APPROVED AS RECOMMENDED: \_\_\_\_\_ OTHER: \_\_\_\_\_

I hereby certify that the above order was passed and adopted  
on \_\_\_\_\_, 2022.

CATHERINE VENTURELLA, Clerk to the Board

By \_\_\_\_\_, Deputy.

## **Agenda Item**

### **TUBERCULOSIS CONTROL PROGRAM REAL-TIME ALLOTMENT FUNDING**

**March 15, 2022**

**Page 2 of 2**

of Real-Time Allotment in June based on verified TB cases reported between January 1 and May 31 of the preceding year. A revised notice of Real-Time Allotment will be issued in December 2021 based off cases reported between June and October 2021. A final notice of allotment will be issued in March 2022 based on TB cases reported between November 1 and December 31, 2021.

Due to the nature of the disease and the patient population served, the Health Department faces the ongoing challenges to maintain treatment adherence among patients secondary to socio-economic hardships such as poverty, homelessness and unstable housing, and transportation barriers that impede access to resources. Real-Time Allotment funds are intended to be used for expenses associated with food, shelter, incentives and enablers for TB patients, with the goal of improving treatment adherence, reducing or eliminating further transmission, and supporting the use of the least restrictive treatment alternatives that decrease or obviate the need for detention.

This agreement has been reviewed and approved by County Counsel as to form.



TOMÁS J. ARAGÓN, M.D., Dr.PH  
Director and State Public Health Officer

State of California—Health and Human Services Agency  
California Department of Public Health



GAVIN NEWSOM  
Governor

November 30, 2021

Milton Teske, MD  
Health Officer  
Kings County Public Health Department  
330 Campus Drive  
Hanford, CA 93230-4375

Dear Dr. Teske:

**LETTER OF AWARD:**

**Real-time Allotment Number: 2116R-TA00**

**Data Universal Numbering System (DUNS) Number: 074675075**

**FUNDING PERIOD: July 1, 2021 through June 30, 2022**

This letter is confirmation of your local assistance award to support tuberculosis (TB) prevention and control activities in fiscal year (FY) 2021-2022.

**REAL-TIME ALLOTMENT**

The California Department of Public Health (CDPH) Tuberculosis Control Branch (TBCB) is increasing the amount of the Real-time Allotment awarded to the Kings County Public Health Department by \$6,493, with the understanding that your staff will work with CDPH TBCB staff in carrying out your program's TB control efforts. This revised installment is comprised of \$3,047 state and \$3,446 federal funds.\*

The amount is based on the number of TB cases and case characteristics reported by your jurisdiction between June 1 and October 31, 2021. A final installment of your Real-time Allotment may be sent to your jurisdiction if additional or previously unreported TB cases, case characteristics and/or completed B1-notification evaluations are reported between November 1 and December 31, 2021. Funds are issued for up to five TB cases and/or case characteristics per calendar year; completed B1-notification evaluations are not limited.

This award is valid and enforceable only if the enacted State of California FY 2021-2022 budget and the 2021 and 2022 Federal budgets make sufficient funds available for the purposes of this program.

\* Federal funds fiscal information: Project Grants and Cooperative Agreements for Tuberculosis Control Programs; CFDA number: 93.116; FAIN number: NU52PS910219



<b>Real-time Allotment Summary for FY 2021-2022 Kings County Public Health Department</b>			
<b>Real-time Allotment Awarded</b>	<b>State Funds</b>	<b>Federal Funds</b>	<b>Total</b>
Initial installment - June	\$3,047	\$3,446	\$6,493
Revised installment - November	\$3,047	\$3,446	\$6,493
<b>Total Real-time Allotment</b>	<b>\$6,094</b>	<b>\$6,892</b>	<b>\$12,986</b>

### **MANAGING YOUR REAL-TIME ALLOTMENT**

The allotment can be used for allowable expenditures listed on page 12 of the FY 2021-2022 Tuberculosis Control Local Assistance Funds Standards and Procedures Manual, available at: <https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/TB-Resources-for-LHDs.aspx>.

Reimbursement of your expenditures is contingent upon compliance with these standards and procedures. To comply with federal restrictions on fund use, reimbursement of medication expenditures is limited to the amount of the state fund portion of the award.

Approximately 6% of Real-time Allotments are derived from funds intended to be used to enhance treatment adherence, prevent homelessness, and/or promote least restrictive alternatives that decrease or obviate the need for detention. Allotment recipients may use the funds awarded, as needed, for food, shelter, incentives and enablers (FSIE) for TB patients, contacts to TB patients and patients who are suspected of having TB.

### **SUBMITTING REAL-TIME ALLOTMENT INVOICES**

- A signed (electronic or in blue ink) invoice must be submitted on your organization's letterhead. Please see the FY 2021-2022 Tuberculosis Control Local Assistance Funds Standards and Procedures Manual for invoicing guidance. Invoice templates are also available on the CDPH TBCB internet site at: <https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/TB-Resources-for-LHDs.aspx>.
  - Bill to: California Department of Public Health, Tuberculosis Control Branch
  - Submit invoices either as a color scanned PDF via email or hard copy by mail to:  
California Department of Public Health  
Tuberculosis Control Branch  
850 Marina Bay Parkway, Building P, 2<sup>nd</sup> Floor  
Richmond, CA 94804-6403  
Attn: Fiscal Analyst
- The amount in the "Total" line of Column "A" (Allotment Amount) should reflect the total amount of state and federal funds awarded to date ("Total Real-time Allotment") in the above table.
- Invoices for FY 2021-2022 will not be processed until:
  - Signed copies of the certifications listed below have been received, and
  - The CDPH TBCB has received a signed "Acceptance of Award" form.



➤ Real-time Allotment invoices are due on:

<u>Quarter</u>	<u>Period Covered</u>	<u>Due Date</u>
First	July 1 through September 30	November 15
Second	October 1 through December 31	February 15
Third	January 1 through March 31	May 16
Fourth	April 1 through June 30	August 15

If an invoice will not be emailed by the quarterly due date, please contact the CDPH TBCB Fiscal Analyst to request an extension.

### **ACCEPTING YOUR REAL-TIME ALLOTMENT**

To acknowledge acceptance of this award and the conditions, please return the "Acceptance of Award" form with an authorized signature (electronic or in blue ink).

Unless submitted previously for FY 2021-2022, the following forms also require an authorized signature:

- Darfur Contracting Act
- Special Terms and Conditions
- Contractor Certification Clauses
- Certification of Established Electronic Directly Observed Therapy (eDOT) Policies and Procedures (if applicable)

Submit your signed acceptance and completed certification forms either as a color scanned PDF via email or hard copy by mail to:

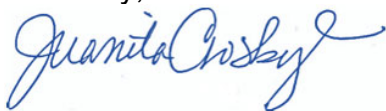
California Department of Public Health  
Tuberculosis Control Branch  
850 Marina Bay Parkway, Building P, 2<sup>nd</sup> Floor  
Richmond, CA 94804-6403  
Attn: Fiscal Analyst

### **REQUESTING FUNDS FOR ADDITIONAL FSIE EXPENDITURES**

Should you need FSIE funds in excess of your Real-time Allotment, a request for additional FSIE funds can be made anytime before May 31, 2022. Requests will be approved if unexpended funds are available. For complete information regarding requests for additional funds, please refer to Part 2, Section 3 of the FY 2021-2022 Tuberculosis Control Local Assistance Funds Standards and Procedures Manual.

Fiscal questions should be directed to your TBCB Fiscal Analyst. Programmatic questions should be directed to your TBCB Program Liaison.

Sincerely,



Juanita Crosby  
Assistant Chief



TOMÁS J. ARAGÓN, M.D., Dr.PH  
 Director and State Public Health Officer

State of California—Health and Human Services Agency  
 California Department of Public Health



GAVIN NEWSOM  
 Governor

# ACCEPTANCE OF AWARD

## Kings County Public Health Department

**Real-time Allotment Number: 2116R-TA00**  
**Data Universal Numbering System (DUNS) Number: 074675075**  
**Funding Period: July 1, 2021 through June 30, 2022**  
**Funding: \$6,493**

Real-time Allotment Summary for FY 2021-2022 Kings County Public Health Department			
Real-time Allotment Awarded	State Funds	Federal Funds	Total
Initial installment - June	\$3,047	\$3,446	\$6,493
Revised installment - November	\$3,047	\$3,446	\$6,493
<b>Total Real-time Allotment</b>	<b>\$6,094</b>	<b>\$6,892</b>	<b>\$12,986</b>

I hereby accept this award. By accepting this award, I agree to the requirements as described in the FY 2021-2022 Tuberculosis Control Local Assistance Funds Standards and Procedures Manual and any other conditions stipulated by the California Department of Public Health Tuberculosis Control Branch.

\_\_\_\_\_  
 Authorized Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Print Name

\_\_\_\_\_  
 Title

\* Federal funds fiscal information: Project Grants and Cooperative Agreements for Tuberculosis Control Programs; CFDA number: 93.116; FAIN number: NU52PS910219





# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM March 15, 2022

**SUBMITTED BY:** Department of Public Health-Rose Mary Rahn/Heather Silva  
**SUBJECT:** FURNITURE PURCHASE AND RECONFIGURE HANFORD WIC OFFICE  
MODULAR OFFICE SPACE

**SUMMARY:**

**Overview:**

The Kings County Department of Public Health operates the Women, Infants and Children (WIC) Program for Kings County out of leased office space at 330 North Harris Street, Suite 103. The hallway with modular wall units that was used to create individual office space in 2010 needs to be reconfigured to accommodate adequate social distancing for staff and participant safety.

**Recommendation:**

- a. Approve the request to purchase equipment and reconfigure the Hanford WIC office; and
- b. Authorize the Public Health Director or designee to sign the purchase order.

**Fiscal Impact:**

There is no impact to the General Fund. This funding is from the State WIC program for COVID-19 related expenses of \$50,000 and the balance of \$43,513 will come from the Special Departmental account in budget unit 414000.

**BACKGROUND:**

The Kings County Department of Public Health Women, Infants and Children (WIC) Program, Hanford Office, is housed in leased office space located at 330 N. Harris St., Ste. 103 in Hanford. The WIC program provides nutrition and lactation assessment, counseling and educations to perinatal women, infants and children up to the age of five (5) as well as a monthly food benefit. Most types of WIC appointments require the physical presence of the caregiver or adult participant and one or more children eligible for program benefits.

(Cont'd)

**BOARD ACTION:**

APPROVED AS RECOMMENDED: \_\_\_\_\_ OTHER: \_\_\_\_\_

I hereby certify that the above order was passed and adopted  
on \_\_\_\_\_, 2022.

CATHERINE VENTURELLA, Clerk to the Board

By \_\_\_\_\_, Deputy.

## Agenda Item

### FURNITURE PURCHASE AND RECONFIGURE HANFORD WIC MODULAR OFFICE SPACE

March 15, 2022

Page 2 of 2

The in-office appointments last from 15 minutes to an hour or more. They are often attended by two adults and one or more children. The office spaces the WIC program is currently using for these appointments are approximately 56 to 64 square feet. The small size of the offices and placement of the furniture do not allow for adequate physical distancing between County WIC staff and WIC participants and family members. The proposed reconfiguration of the moveable walls and new furniture will create a much safer and more comfortable workspace that will allow for adequate physical distancing and the use of plexiglass barriers between staff and the public.

The population served by WIC is already vulnerable. Children under five (5) years of age are not eligible for COVID-19 vaccination. Pregnant women are at increased risk for severe illness if they contract COVID-19. The proposed change will result in offices that are about 80 square feet. The new furniture will accommodate all of the computer peripherals needed by WIC staff and allow for a seating arrangement that is optimal for delivering direct services.

CORE Business Interiors will preform the labor to take the wall apart and reinstall them. The furniture will be purchased from CORE. The project will involve relocating some light fixtures and vents. This work will be done by Ruben's Home Service.

Description	Cost	Vendor
Labor and Travel Teardown and Re-assembly of Existing Walls	\$32,280	CORE Business Interiors
Labor Assembly and Installation of Furniture	\$10,692	CORE Business Interiors
Labor Floorplan and Furniture Design	\$1,530	CORE Business Interiors
Labor Relocate Light Fixtures and HVAC Vent	\$2,789	Ruben's Home Service
Furniture and Parts	\$40,089	CORE Business Interiors
Sales Tax	\$6,132	CORE Business Interiors
Total Cost	\$93,513	

The full proposal from CORE Business Interiors and bid from Ruben's Home Service are attached.

# LOS PROCUREMENT REVIEW & APPROVAL

Procurement Log Number:

Sent to Local Agency: *1/19/22*

<b>A. GENERAL INFORMATION</b>		
Local Agency Name:	Agency Type <input type="checkbox"/> Non-Profit <input type="checkbox"/> Government	FFY:
Contract Manager:	Extension:	Request Amount: \$
<b>B. CHECK APPROPRIATE REQUEST TYPE</b>		
<input type="checkbox"/> E = Equipment <input type="checkbox"/> S = Supplies <input type="checkbox"/> IT = IT Equipment <input type="checkbox"/> M = Modular Office Furniture <input type="checkbox"/> V = Vehicle <input type="checkbox"/> O = Other    Please add Description:		
<b>C. PROCUREMENT REQUIREMENTS</b>		
1. On WIC local agency letterhead		<input type="checkbox"/>
2. Statement verifying procurement bidding process		<input type="checkbox"/>
3. Location of the item(s) in the budget detail		<input type="checkbox"/>
4. Procurement Contact name, phone number, and fax number		<input type="checkbox"/>
5. Complete Justification		<input type="checkbox"/>
a. Purpose of item(s) being purchased		<input type="checkbox"/>
b. How the purchase supports the WIC scope of work		<input type="checkbox"/>
c. The cost of each item as quoted by each of the 3 bidding vendors, or the NCB condition	NA <input type="checkbox"/>	<input type="checkbox"/>
d. The total cost of the procurement and the preferred vendor		<input type="checkbox"/>
e. Specify if the item(s) will be used for WIC purposes only or will be shared with other program(s) (if shared, only the WIC percentage of use can be paid by WIC)		<input type="checkbox"/>
<b>C. PROCUREMENT CRITERIA</b>		
1. Is this procurement request for IT equipment?	No <input type="checkbox"/> Yes <input type="checkbox"/> If "Yes", Jump to Section D	
2. Is this procurement request for a Vehicle?	No <input type="checkbox"/> Yes <input type="checkbox"/> If "Yes", Jump to Section E	
<b>D. IT EQUIPMENT REQUIREMENTS</b>		NA <input type="checkbox"/>
1. Other options that were considered and why this choice is the best		<input type="checkbox"/>
2. Cost/benefit analysis		<input type="checkbox"/>
3. Itemized description of the purchase including the following information:		<input type="checkbox"/>
a. Item(s)		<input type="checkbox"/>
b. Manufacturer(s)		<input type="checkbox"/>
c. Quantity of each item		<input type="checkbox"/>
d. Unit price per item		<input type="checkbox"/>
• Is the cost <u>per unit</u> \$5,000 or more?	No <input type="checkbox"/> Yes <input type="checkbox"/> If "Yes", USDA approval required	
e. Delivery charges (if applicable)	NA <input type="checkbox"/>	<input type="checkbox"/>
f. Installation charges (if applicable)	NA <input type="checkbox"/>	<input type="checkbox"/>
g. Total price (sum of unit price multiplied by the quantity of units, delivery, and installation charges)		<input type="checkbox"/>

h. Total cost of the procurement	<input type="checkbox"/>			
• Is the <u>total cost</u> \$100,000 or more?                      No <input type="checkbox"/> Yes <input type="checkbox"/> If "Yes", USDA approval required				
i. If leasing, the monthly lease cost and the total lease cost	NA <input type="checkbox"/> <input type="checkbox"/>			
j. WIC site(s) where equipment will be used	<input type="checkbox"/>			
4. How the new IT equipment will work with existing IT systems (if applicable) and if the new IT equipment can expand or connect to other systems	<input type="checkbox"/>			
5. Whether the equipment will perform the same as the current system, perform at a higher level of efficiency, or perform new task(s)	<input type="checkbox"/>			
6. If all or part of the equipment will be shared by an agency other than WIC, include a list of the other agencies/programs and how the WIC agency's portion of the purchase/lease cost will equal WIC's use of the equipment.	<input type="checkbox"/>			
<b>E. VEHICLE REQUIREMENTS</b>	<b>NA <input type="checkbox"/></b>			
1. Description of vehicle	<input type="checkbox"/>			
2. If the WIC local agency has any other vehicles and how the purchase of this vehicle will fit in the fleet	<input type="checkbox"/>			
3. Purpose and frequency of use	<input type="checkbox"/>			
4. Explanation of how the purchase benefits the WIC Program	<input type="checkbox"/>			
5. If the vehicle will be used by WIC only or shared with other program(s)	<input type="checkbox"/>			
6. Itemized cost (attach vehicle specifications)	<input type="checkbox"/>			
7. Comparison of alternative options	<input type="checkbox"/>			
k. Associated cost/benefits	<input type="checkbox"/>			
<b>F. BUDGET REVIEW</b>				
1. Is the cost <u>per unit</u> \$5,000 or more?                      No <input type="checkbox"/> Yes <input type="checkbox"/> If "Yes," continue to #2				
2. Is there sufficient funding in the budget to cover this purchase?                      No <input type="checkbox"/> Yes <input type="checkbox"/> If "No," Line Item Shift Required**				
<b>**IMPORTANT ***STOP**</b> A line item shift requires a contract amendment.				
3. Is the cost <u>per unit</u> \$25,000 or more?                      No <input type="checkbox"/> Yes <input type="checkbox"/> If "Yes", USDA approval required				
<b>G. SIGNATURES</b>				
LOS Contract Manager <i>Lavinia Pop</i>	Date	N/A	Approved	Disapproved
LOS Unit Chief <i>Tony Nguyen</i>			<input type="checkbox"/>	<input type="checkbox"/>
Tech Support Section (W procurements only)		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
BF Peer Counseling Section Chief (if using BFPC Funds)		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
LOS Unit III Chief (LOS Chief if LOS Unit III Chief signed above)			<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> #1 CM stamps approved and scans document in J Drive				
<input type="checkbox"/> #2 CM sends approval email to local agency				
<input type="checkbox"/> #3 Morie logs procurement				
<input type="checkbox"/> #4 CM files original documents in contract file				
USDA Approval Letter Sent _____		Approval Letter Received from USDA _____		



Darcy Pickens  
Interim Director

Milton Teske, M.D.  
Health Officer

To promote and protect the health and well-being of Kings County residents through education, prevention, and intervention.



## Procurement Request

January 5, 2022

Lavi Pop  
Contract Manager  
California Department of Public Health WIC Division  
3901 Lennane Drive  
Sacramento, CA 95834

Re: Request to expend \$90,724.11 in WIC funds to procure labor for reconfiguration of Kings County Department of Public Health's main site and furnishings for the reconfigured workspace.

Dear Ms. Pop,

Please consider this request to expend the funds to reconfigure the moveable walls in our main WIC site, the Hanford WIC office. The reconfiguration will provide optimal safety for WIC employees and participants during WIC appointments. When the eight office cubicles were designed, 10 years ago, they were designed to make optimal use of the space. The cubicles have floor to ceiling partitions, but are very small. They range in size from 7 x 7 feet to 8 x 8 feet. The layout, location of outlets and network connections and the furniture selected are such the participant and staff person are very close to each other. Appropriate social distancing and installation of plexiglass barriers is not possible with the current configuration. The furniture is not suitable to continue using to allow safe physical distancing for employees and participants. Also, the desks are very small and do not accommodate the additional devices necessary for conducting WIC business such as the scanner and signature pad. There is also a significant sound transfer between the workspaces that will be addressed with acoustical wall tiles. I have attached photographs of the current workspaces.

The moveable wall product, that was installed 10 years ago, was purchased from CORE Business Interiors and installed by them. Because they are the only local company that carried and installed this product, we only pursued a quote for the reconfiguration of the walls and the furniture from them. This is a sole source bid.

The office reconfiguration will result in six finished work areas that are approximately 8 x 10 feet. This will make better use of the space and contain furniture that is better suited to our needs to accommodate necessary equipment, plexiglass barriers and physical distance between staff and participants.

The furniture and workspaces will be used solely by WIC program staff to conduct WIC business.

The funds for this purchase are allocated in our FFY21/22 budget detail under General Expense.

Local Agency contact:

Michelle Bieber  
Nutrition Services Manager  
[michelle.bieber@co.kings.ca.us](mailto:michelle.bieber@co.kings.ca.us)  
559-852-2588

Please let me know what questions you have about this. Thank you for your consideration of this request.

Sincerely,



Michelle Bieber, MPH, RD  
Kings County Department of Public Health WIC Program  
330 Campus Drive  
Hanford, CA 93230

Attachments: CORE Business Interiors Proposal  
Office Photos #1 and #2  
Proposed floor plan and furniture design







**Kings County - WIC**  
**330 N Harris Street, Suite 103**  
**Hanford, CA 93230**

**RPC#: 18762**

This drawing is not a construction document. It is to be used for spaceplanning, reference, and installing furniture. This drawing is property of Core Business Interiors and is subject to return upon request. This drawing cannot be made public or reproduced unless authorized by Core Business Interiors.

drawing	1/4"=1'-0"
drawn by:	date:
MD	07.08.21
revised by:	date:
:	08.04.21
:	08.25.21
:	:
:	:
:	:

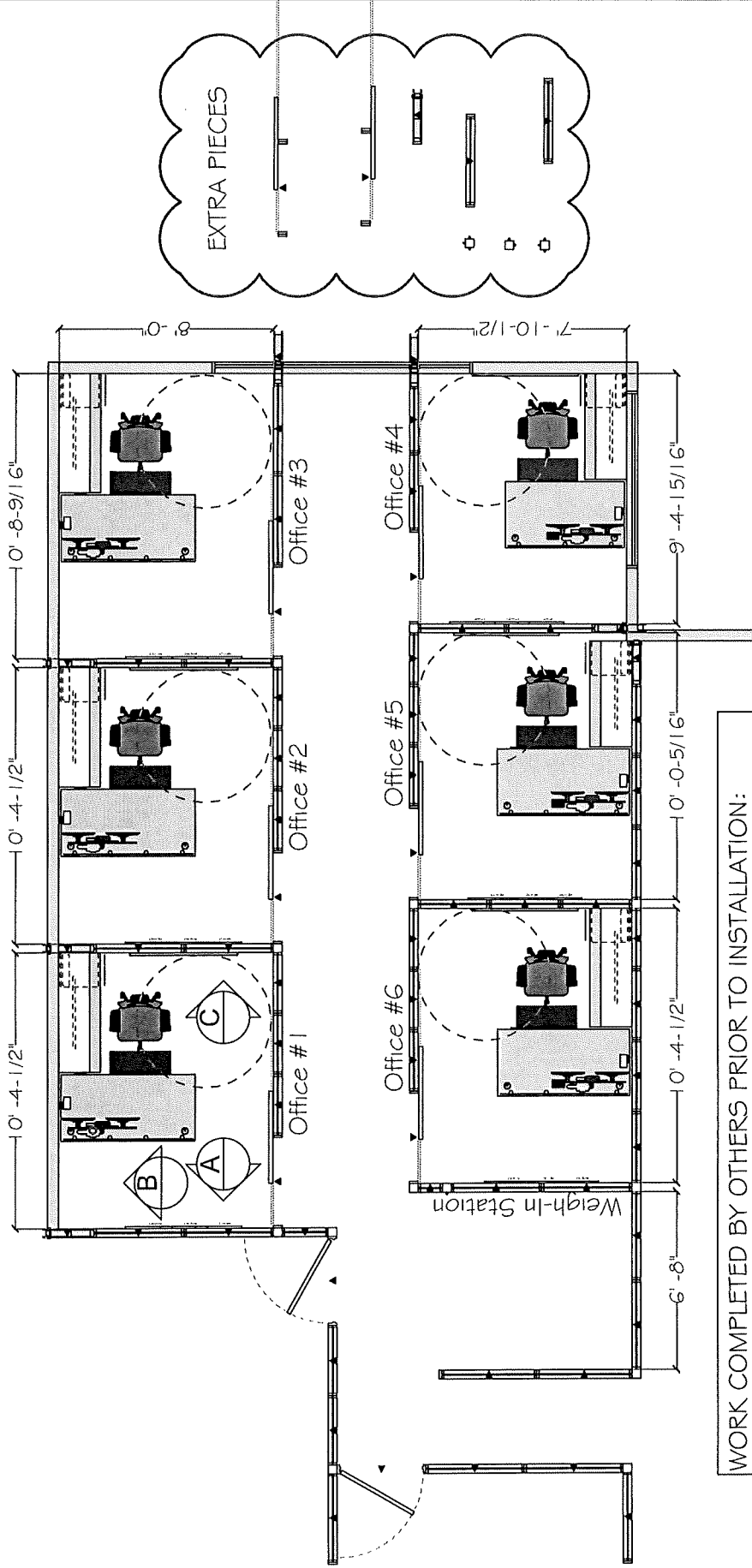
**Sheet:**

**1**



Client Signature \_\_\_\_\_

# RECONFIGURE



**WORK COMPLETED BY OTHERS PRIOR TO INSTALLATION:**

- all existing furniture removed
- all existing panel power disconnected above ceiling
- lights and vents removed from ceiling grid per plans provided
- low voltage removed from existing panels

Client Signature

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drawing	1/4"=1'-0"
drawn by:	MD
date:	07.08.21
revised by:	
date:	08.04.21
	08.25.21

Sheet:



## Proposal

**CORE Business Interiors**  
 7761 N. Ingram Avenue  
 Suite 109  
 Fresno, CA 93711  
 Phone: 559-297-6400

Quote/Order No	18762
Date	12/27/2021
Customer PO No	
Customer Account	KCPW
Account Executive	Sherri Williams
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**T O** Kings County Dept of Finance  
 1400 West Lacey Blvd  
 Hanford, CA 93230  
  
 ATTN: Michelle Bieler  
 Phone: (559) 852-2588

**S H I P T O** Kings County - WIC  
 330 N Harris St  
 Hanford, CA 93230  
  
 ATTN: Michelle Bieler  
 Phone: (559) 852-2588

Line	Quantity	Catalog Number/Description	Unit Price	Extended Amount
1	25.00 Each	CBI LABOR for TRAVEL TIME during normal business hours (NON-PW Labor Rates - Non Taxable) Mark Line For: Tag TG: LIFESPACE Tag GC: 18762 KC WIC Tag T3: STD HOURLY RATE Tag T4: HAWORTH CONTRACT Tag T5: NON-TAXABLE	60.00	1,500.00
2	285.00 Each	CBI LABOR for TEARDOWN & RE-ASSEMBLY of EXISTING PRODUCT as per approved plan during normal business hours (PW Labor Rates - Non Taxable) Mark Line For: Tag TG: LIFESPACE Tag GC: 18762 KC WIC Tag T3: STD HOURLY RATE Tag T4: HAWORTH CONTRACT Tag T5: NON-TAXABLE	108.00	30,780.00
4	6.00 Each	Humanscale FLR--12-A1-F3-D-(TR-G) eFloat Lite for Rectangular Top OPTION: 12:Standard Range, 27" to 46", 200 lbs Capacity OPTION: A1:None - 1" thick surfaces + OPTION: F3:Classic, T Foot 30" Surface w Glides OPTION: D:Programmable OPTION: (TR-G):Color Match Haworth Graytone Mark Line For: Tag TG: OFC #1-6 Tag GC: 18762 KC WIC	471.51	2,829.06



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5	6.00 Each	Humanscale FL19111-00 HAT Channel with Keyboard Tray Track Cutout Mark Line For: Tag TG: OFC #1-6 Tag GC: 18762 KC WIC	57.33	343.98
6	6.00 Each	Humanscale 6G 500--SMP27-22 6G Standard Black Mechanism, 500 - Big Platform OPTION: SMP27:19" and 7" Slim Palm Support OPTION: 22:Std 21.625" Track Mark Line For: Tag TG: OFC #1-6 Tag GC: 18762 KC WIC	180.50	1,083.00
7	6.00 Each	Humanscale NUNA--EL-G NeatUp Wire Management OPTION: EL:eFloat Lite Version OPTION: G:Grey Mark Line For: Tag TG: OFC #1-6 Tag GC: 18762 KC WIC	133.25	799.50
8	5.00 Each	Humanscale NTLGG NeatTech, Large, Pinstripe Graphite Basket / Gray trim Mark Line For: Tag TG: OFC #1/2/3/5/6 Tag GC: 18762 KC WIC	73.39	366.95
9	1.00 Each	Humanscale NTSGG NeatTech, Small, Pinstripe Graphite Basket / Gray trim Mark Line For: Tag TG: OFC #4 Tag GC: 18762 KC WIC	69.29	69.29
10	6.00 Each	Humanscale NTMGG Neat Tech, Mini, Pinstripe Graphite Basket / Gray trim Mark Line For: Tag TG: OFC #1-6 Tag GC: 18762 KC WIC	64.78	388.68





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11	6.00 Each	Humanscale TCH-UNDERDESK Thin Client Holder, Underdesk mount, Black Mark Line For: Tag TG: OFC #1-6 Tag GC: 18762 KC WIC	49.78	298.68
12	5.00 Each	Humanscale WGR2460SDPCL2 WellGuard Surface Mounted Panel, Rear (no modesty) placement, 24"H x 60"W, Silver, Top Direct Mount, Clear PETG, 2 x 12 Transaction Cutout, Cutout will not be centered due to mount location Mark Line For: Tag TG: OFC #1/2/3/5/6 Tag GC: 18762 KC WIC	252.00	1,260.00
13	1.00 Each	Humanscale WGR2454SDPCL2 WellGuard Surface Mounted Panel, Rear (no modesty) placement, 24"H x 54"W, Silver, Top Direct Mount, Clear PETG, 2 x 12 Transaction Cutout, Cutout will not be centered due to mount location Mark Line For: Tag TG: OFC #4 Tag GC: 18762 KC WIC	252.00	252.00
14	6.00 Each	Humanscale M81--BT-S-B-H-B---- M8.1 Monitor Arm OPTION: BT:Bolt-Thru Mount with Base OPTION: S:Silver with Gray Trim OPTION: B:Angled Link/Dynamic Link OPTION: H:Crossbar for 2 monitors, with Handle (Crossb OPTION: B:Standard 100mm x 100mm, black OPTION: ---:No Selection Mark Line For: Tag TG: OFC #1-6 Tag GC: 18762 KC WIC	324.52	1,947.12
15	1.00 Each	Humanscale S&H Manufacturer SHIPPING to Installer's Warehouse	519.19	519.19



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		Mark Line For: Tag TG: S&H Tag GC: 18762 KC WIC		
16	5.00 Each	Haworth Inc. WURA-3060-LJSC--,H-KN-,HP-KN Worksurface, Rect,30Dx60W,Lam,Edgeband,Std Core,No Cbl Mgt, OPTION: ,H-KN:GREY ELM, GRADE B OPTION: ,HP-KN:GREY ELM, GRADE A Mark Line For: Tag TG: OFC #1/2/3/5/6 Tag GC: 18762 KC WIC	158.26	791.30
17	1.00 Each	Haworth Inc. WURA-3054-LJSC--,H-KN-,HP-KN Worksurface, Rect,30Dx54W,Lam,Edgeband,Std Core,No Cbl Mgt, OPTION: Worktop Surface Color:,H-KN:GREY ELM GRD B OPTION: Worktop Edge Color-Users Edge:,HP-KN:GREY ELM GRD A Mark Line For: Tag TG: OFC #4 Tag GC: 18762 KC WIC	147.20	147.20
18	5.00 Each	Haworth Inc. ULXS-1354--,H-KN-,HP-KN Adaptable,Laminate,Modesty Panel,13"Hx54"W OPTION: Modesty Surface Color:,H-KN:GREY ELM GRD B OPTION: Modesty Trim Color:,HP-KN:GREY ELM GRD A Mark Line For: Tag TG: OFC #1/2/3/5/6 Tag GC: 18762 KC WIC	143.72	718.60
19	1.00 Each	Haworth Inc. ULXS-1348--,H-KN-,HP-KN Adaptable,Laminate,Modesty Panel,13"Hx48"W OPTION: Modesty Surface Color:,H-KN:GREY ELM GRD B OPTION: Modesty Trim Color:,HP-KN:GREY ELM GRD A Mark Line For: Tag TG: OFC #4 Tag GC: 18762 KC WIC	130.11	130.11
20	4.00 Each	Haworth Inc. XLWF-1954-JSNN--,H-KN-,HP-KN	140.69	562.76





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		Masters Series,Laminate,Credenza Top,One Profile Edge, 19Dx54"W,No Grommet OPTION: ,H-KN:GREY ELM, GRADE B OPTION: ,HP-KN:GREY ELM, GRADE A Mark Line For: Tag TG: OFC #1/2/3/6 Tag GC: 18762 KC WIC		
21	2.00 Each	Haworth Inc. XLWF-1948-JSNN--,H-KN-,HP-KN Masters Series,Laminate,Credenza Top,One Profile Edge, 19Dx48"W,No Grommet OPTION: Worktop Surface Color:,H-KN:GREY ELM GRD B OPTION: Worktop Edge Color-Users Edge:,HP-KN:GREY ELM GRD A Mark Line For: Tag TG: OFC #4/5 Tag GC: 18762 KC WIC	128.45	256.90
22	3.00 Each	Haworth Inc. ULSL-2810-SL--,H-62-,HP-62 L-Leg,Universal,Lam, 28In.H X 10In.D OPTION: ,H-62:GRAY TONE, GRADE A OPTION: ,HP-62:GRAY TONE, GRADE A Mark Line For: Tag TG: OFC #1-3 Tag GC: 18762 KC WIC	160.27	480.81
23	3.00 Each	Haworth Inc. ULSL-2810-SR--,H-62-,HP-62 L-Leg,Universal,Lam, 28In.H X 10In.D OPTION: Case Color:,H-62:GRAY TONE GRD A OPTION: Worktop Edge Color-Users Edge:,HP-62:GRAY TONE GRD A Mark Line For: Tag TG: OFC #4-6 Tag GC: 18762 KC WIC	160.27	480.81
24	6.00 Each	Haworth Inc. X5PA-2818-58SSYL--,H--062-,HP--062-,LR--0BP Masters Series,Pedestal,Add-On,Lam,Ltr & Lgl Width,Box Box File,Lin,Blk Miterfold,Lam Back,18In.D OPTION: ,H-:	665.81	3,994.86



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		OPTION: 062: OPTION: ,HP-: OPTION: 062: OPTION: ,LR-: OPTION: 0BP: Mark Line For: Tag TG: OFC #1-6 Tag GC: 18762 KC WIC		
25	24.00 Each	Haworth Inc. WQAG-0303-PS--,TR-G Grommet, Pntd, 3 In. Diameter, 1 3/16 In. Thick Top OPTION: ,TR-G:GRAY TONE, GRADE A Mark Line For: Tag TG: OFC #1-6 Tag GC: 18762 KC WIC	25.52	612.48
26	4.00 Each	Haworth Inc. KUAF-1654--(FZ)-,FZ-4 Tackboard,Wall-Mounted,Universal 16In. X 54In. OPTION: Surface Color 1A:(FZ):IOWA GRD A OPTION: Surface Color 1A:,FZ-4:TRAPPERS BAY GRD A Mark Line For: Tag TG: OFC #1/2/3/6 Tag GC: 18762 KC WIC	76.65	306.60
27	2.00 Each	Haworth Inc. KUAF-1648--(FZ)-,FZ-4 Tackboard,Wall-Mounted,Universal 16In. X 48In. OPTION: Surface Color 1A:(FZ):IOWA GRD A OPTION: Surface Color 1A:,FZ-4:TRAPPERS BAY GRD A Mark Line For: Tag TG: OFC #4/5 Tag GC: 18762 KC WIC	73.56	147.12
28	16.00 Each	Haworth Inc. SZT-30-724MA2--(XJ)-,XJ-NM-(X4)-,X4-1-,TR-F-,TR-F Zody Task, Faux L St,Mesh Bk, 4D,Pal,BkLk,FwdTlt,Foam,Adj St,Alum Bs,SftCstr OPTION: Seat 1 Color:(XJ):WELLINGTON (XJ) GRD A OPTION: Seat 1 Color:,XJ-NM:NIMBUS GRD A OPTION: Back 1 Color (Inside):(X4):ZODY KNIT GRD B OPTION: Back 1 Color (Inside):,X4-1:ONYX GRD B	828.89	13,262.24



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Item No	Quantity	Description	Unit Price	Total Price
		OPTION: Trim Color:,TR-F:BLACK GRD A OPTION: Base Color:,TR-F:BLACK GRD A Mark Line For: Tag TG: OFC #1-6 Tag GC: 18762 KC WIC		
29	6.00 Each	Haworth Inc. LSET-1--,LX-BP HW,Lock Set, Keyed Alike,Lock Plug And Key, Qty Of 1 OPTION: Lock Color:,LX-BP:CHROME GRD A Mark Line For: Tag TG: OFC #1-6 Tag GC: 18762 KC WIC	0.00	0.00
30	10.00 Each	Ghent HEXA1821--BSH-FS 18"x21"Hex Acoustic Panel OPTION: BSH:Blush OPTION: FS:Orders over 1200.00 NET is FREE Mark Line For: Tag TG: OFC #1-6 Tag GC: 18762 KC WIC	141.60	1,416.00
31	20.00 Each	Ghent HEXA1821--ASH-FS 18"x21"Hex Acoustic Panel OPTION: ASH:Ash OPTION: FS:Orders over 1200.00 NET is FREE Mark Line For: Tag TG: OFC #1-6 Tag GC: 18762 KC WIC	141.60	2,832.00
32	20.00 Each	Ghent HEXA1821--SIL-FS 18"x21"Hex Acoustic Panel OPTION: SIL:Silver OPTION: FS:Orders over 1200.00 NET is FREE Mark Line For: Tag TG: OFC #1-6 Tag GC: 18762 KC WIC	141.60	2,832.00
33	16.00 Each	CBI LABOR for RECEIVING & DELIVERY of NEW product during normal business hours (NON-PW Labor Rates - Taxable)	60.00	960.00



## Proposal

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		Mark Line For: Tag TG: FURNITURE Tag GC: 18762 KC WIC Tag T3: STD HOURLY RATE Tag T4: HAWORTH CONTRACT Tag T5: TAXABLE		
34	99.00 Each	CBI LABOR for ASSEMBLY & INSTALLATION of NEW PRODUCT as per approved plan during normal business hours (PW Labor Rates - Taxable) Mark Line For: Tag TG: FURNITURE Tag GC: 18762 KC WIC Tag T3: STD HOURLY RATE Tag T4: HAWORTH CONTRACT Tag T5: TAXABLE	108.00	10,692.00
36	18.00 Each	Design P.M. & DESIGN hourly rate for PROJECT MANAGEMENT & DESIGN TIME Mark Line For: Tag TG: P.M. & DESIGN Tag GC: 18762 KC WIC	85.00	1,530.00
<b>TOTAL:</b>				<b>\$84,591.24</b>
7.2500%-HANFORD-93230-5905-KINGS SALES TAX:				\$6,132.87
<b>GRAND TOTAL:</b>				<b>\$90,724.11</b>



## Proposal

CORE Business Interiors  
7761 N. Ingram Avenue  
Suite 109  
Fresno, CA 93711  
Phone: 559-297-6400

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### Terms of Agreement

#### Payment and Invoicing Terms:

For all purchases where CORE Business Interiors is acting as agent between manufacturer and client, invoices will be produced by the individual manufacturer and client payment will be remitted directly to the manufacturer. All terms set forth in agreement with manufacturer will apply.

For all purchases where product is being procured by CORE Business Interiors for resale to Client, the following progress payment schedule will apply; this schedule will apply to the entire amount of the proposal including labor, freight and tax. Sales tax charged will be the rate at the time of billing.

#### Private Sector Sales Over \$3000 (Established customer with good credit history)

- First Installment: Payment of 80% of the total purchase price will be due prior to execution of order.
- Second Installment: Payment of 20% will be due and payable upon the completion of installation. Retention may only be held for 10% of specific products that are delayed or damaged.

#### Public Sector Sales (County, City, K-12, Higher Education, etc.) over \$200,000 with Valid Purchase Order

- Public sector sales are any sale made directly to a City, County, or State government. This includes public school districts and public higher education facilities. Private non-profit entities are considered Private Sector.
- Progress billing will be required based on a schedule of values outlined below and may be broken out by phase on larger projects:
  - 80% of product portion of order will be billed when product leaves factory and will be due upon delivery
  - 10% of product and all installation labor will be due upon completion of work
  - 10% retention of product will be due and payable immediately after completion of punch list

All proposals are generated with a cash discount included in the pricing. If you would like to pay with a method other than check, EFT, wire or cash, please contact our office for a revised quote.

#### Bondable:

Should bond be required, all costs of bond will be added to the P.O. Amount.



## Proposal

CORE Business Interiors  
7761 N. Ingram Avenue  
Suite 109  
Fresno, CA 93711  
Phone: 559-297-6400

Quote/Order No	18762
Date	12/27/2021
Customer PO No	
Customer Account	KCPW
Account Executive	Sherri Williams
Project Number	
Terms	NET 30 DAYS
Page	10 of 12

### Order Cancellation:

Buyer acknowledges all product related to the project are special ordered to the Buyer's specifications and that CORE Business Interiors has no ability to cancel the order after placement with the manufacturer. Buyer acknowledges and agrees to comply with the Terms and Conditions attached hereto. **This order is non-returnable and non-refundable.**

### Liquidated Damages:

CORE will not agree to any liquidated damages unless a separate, mutually agreed upon document outlines all vendor, Client, and Contractor expectations. This document and critical dates would need to be agreed on by all vendor suppliers on order.

### Warranty for Products:

It is the desire of CORE Business Interiors to represent manufacturers who expressly warrant their products for five years or longer, however not all manufacturers offer such express warranties. CORE Business Interiors' sole responsibility with respect to the products shall be to pass to Client, to the extent available, any and all manufacturer warranties, express and/or implied, associated with the manufacturers' products. Client agrees to look solely to the manufacturer for any and all product defects, and shall hold CORE Business Interiors harmless for any and all claims for product liability. CORE Business Interiors shall provide to the best extent possible, all supporting requests of client to implement manufacturers' warranties. CORE Business Interiors expressly warrants that CORE Business Interiors is an authorized reseller of products being sold under this contract; however, CORE Business Interiors does not make any other express warranty, other than the Warranty of Service set forth below.

### Warranty of Service:

CORE Business Interiors warrants that its services it provides will be performed in a workmanlike manner in accordance with industry standards. In the event of failure due to faulty installation, CORE Business Interiors will re-perform the labor to industry standards.

### Disclaimer of Implied Warranties:

GOODS PURCHASED BY CLIENT UNDER THIS AGREEMENT ARE PURCHASED "AS IS," AND CORE Business Interiors DOES NOT WARRANT THAT SUCH GOODS ARE OF MERCHANTABLE QUALITY, OR THAT THEY MAY BE USED FOR A PARTICULAR PURPOSE.



## Proposal

CORE Business Interiors  
7761 N. Ingram Avenue  
Suite 109  
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Project Number	
Terms	NET 30 DAYS
Page	11 of 12

### Excess Handling and Storage:

It is assumed under this contract that the Client project installation site will be ready to immediately receive product unless stated otherwise on product proposal. Site is to be free of other trades and/or existing furniture and equipment, with clear access to area where furniture is to be installed. If furniture is to be installed above or below the ground floor, an operational elevator must be available for use. All full trailer shipments will go directly to project site and LTL shipments will be received and redistributed through CORE Business Interiors authorized warehouse and delivery crew. LTL shipments must be accepted by Client for delivery within 30 calendar days of receipt. Any delays beyond 30 calendar days will result in storage charges. Storage will be charged at the rate of \$35.00 per standard size pallet per month. Any additional labor caused by delays, excess handling, special equipment and storage not the direct fault of CORE Business Interiors, will be charged back to client. Charges for storage and excess handling that have accrued prior to installation must be paid in full prior to start of installation or installation may be delayed or cancelled.

### Delivery and Installation:

All services provided by CORE Business Interiors are provided during normal working hours of 8AM to 5PM, Monday through Friday. Quotes for work outside of normal business hours may be requested and appropriate overtime quote will be supplied prior to start of work.

All costs are based on the costs of receiving, inspecting, assembling, delivering, and staging the product including clean-up costs. In addition, delivery & assembly is an estimate based on the following assumptions. Any variance from the following assumptions will increase the delivery & assembly price:

- Work area must be clear of all other construction/installation trades or other obstructions.
- Work area will have electricity, heat, hoisting, elevator service, and adequate facilities for off-loading, staging, moving and handling of product.
- There is clear access to loading area or loading dock and freight elevator.
- There is reasonable "push" distance from loading area or loading dock installation area.
- Single handling of product from trucks into designated delivery / installation space.

### Late Payment Fee:

Any Payments that are past due more than 30 days, will be subject to a late payment fee of 1.5% per month or 18% per annum. Client shall pay for all costs of collection of late payments including but not limited to, attorney fees, court costs and/or collection agency fees.



**Proposal**

CORE Business Interiors  
7761 N. Ingram Avenue  
Suite 109  
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Project Number	
Terms	NET 30 DAYS
Page	12 of 12

**Security Interest:**

The undersigned hereby grants to CORE Business Interiors a security interest in any goods purchased under this Agreement. If Client defaults in payment when due, then CORE Business Interiors shall have all rights and remedies granted to a secured party under the California Commercial Code. Title of goods will not pass to customer, and all merchandise will remain the property of CORE Business Interiors, until the merchandise has been paid for in full.

**Governing Law:**

This agreement shall be governed by and construed in accordance with the laws of the State of California.

**Agreement:**

In witness whereof, the parties hereto have executed this agreement on the dates indicated below.

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
CORE Business Interiors

\_\_\_\_\_  
Name  
Account Executive

\_\_\_\_\_  
Title

\_\_\_\_\_  
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 March 15, 2022

**SUBMITTED BY:** Public Works Department – Dominic Tyburski/Jim Henderson

**SUBJECT:** THE BRANCH AIR HANDLERS

**SUMMARY:**

**Overview:**

On February 8, 2022, your Board authorized the Purchasing Manager to accept the bid from Kings County Air Conditioning Inc. to improve the Branch’s heating and cooling equipment. A subsequent action is requested of your Board to award and execute the construction agreement.

**Recommendation:**

**Award the construction agreement to Kings County Air Conditioning Inc. as the apparent low bidder to replace the Branch Air Handlers.**

**Fiscal Impact:**

The impact to the General Fund will be \$420,000 from Capital Outlay 700000, Project 070037, and Account 94006. The approved Fiscal Year 2021-2022 includes \$300,000 for this project and additional \$120,000 was previously allocated from contingencies.

**BACKGROUND:**

The existing air handlers are the original equipment and have been in operation at the Branch facility since 1984. Over the last few years in operation, they have required an increasing level of maintenance and repairs due to the age and workload on these units, as such they have exceeded their life expectancy. The air handlers were not included in the Senate Bill (SB)-81 project scope due to budgetary constraints. The SB-81 project, when complete, will house juvenile offenders 365 days a year. It is necessary to replace the current air handlers to prepare the facility for occupancy and avoid future health and safety concerns. The construction agreement has been reviewed and approved as to form by County Counsel.

**BOARD ACTION:**

APPROVED AS RECOMMENDED: \_\_\_\_\_ OTHER: \_\_\_\_\_

I hereby certify that the above order was passed and adopted  
on \_\_\_\_\_, 2022.

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 March 15, 2022

**SUBMITTED BY:** Administration – Edward Hill/Domingo Cruz  
Probation Department – Kelly Zuniga/Dan Luttrell

**SUBJECT:** SENATE BILL 823 YOUTH PROGRAMS AND FACILITIES GRANT PROGRAM  
STANDARD AGREEMENT

### **SUMMARY:**

#### **Overview:**

On April 9, 2021, the Board of Community Corrections released an allocation based pro rata (by formula) to all counties based on county juvenile population (age 12 – 17) Request for Applications (RFA) for the Youth Programs and Facilities Grant (YPPFG) Program. Kings County Administration and Probation Department collaborated and submitted a grant proposal on May 11, 2021 with your Board's approval. The County was awarded the conditional grant on June 11, 2021. In order to receive reimbursement of authorized project expenses from the State, staff is requesting that your Board enter into a standard agreement with the Board of State and Community Corrections (BSCC).

#### **Recommendation:**

- a. Approve the Board of State and Community Corrections' Standard Agreement for the Senate Bill 823 Youth Programs and Facilities Grant Program; and
- b. Authorize the County Administrative Officer to sign any amendments on behalf of the County.

#### **Fiscal Impact:**

The County was initially awarded \$47,086 on June 11, 2021, but subsequently modified to \$167,529 on June 29, 2021 due to fund availability from the State. Funds are currently budgeted in Budget Unit 230000, Juvenile Treatment Center.

(Cont'd)

**BOARD ACTION:**

APPROVED AS RECOMMENDED: \_\_\_\_\_ OTHER: \_\_\_\_\_

I hereby certify that the above order was passed and adopted  
on \_\_\_\_\_, 2022.

CATHERINE VENTURELLA, Clerk to the Board

By \_\_\_\_\_, Deputy.

## **Agenda Item**

### **SENATE BILL 823 YOUTH PROGRAMS AND FACILITIES GRANT PROGRAM STANDARD AGREEMENT**

**March 15, 2022**

**Page 2 of 2**

#### **BACKGROUND:**

On September 30, 2020, Governor Newsom signed Senate Bill (SB) 823, which began the closure of the state's Division of Juvenile Justice (DJJ), realigning those state functions to county governments. Under SB 823, DJJ intake closed for most youth on July 1, 2021, and counties then became fully responsible for housing, programming, and treatment of youth at higher offense and needs levels, who can no longer be committed to DJJ.

As part of SB 823, \$9.6 million was set aside for the Board of State and Community Corrections to "award one-time grants, to counties for the purpose of providing resources for infrastructure-related needs and improvements to assist counties in the development of a local continuum of care." (Welf. & Inst. Code, § 2250, subd. (a)). A minimum of \$4.12 million is allocated pro rata (by formula) to all counties based on county juvenile population (age 12 – 17) to support infrastructure and improvements for local programs and facilities for their in-county population of realigned youth. Kings County, as part of the "Small Counties" category was allocated up to a maximum of \$47,086, but due to fund availability, the grant award was modified to \$167,529 on June 29, 2021

The purpose of the YPFG Program is to award one-time funding to counties solely for infrastructure needs to facilitate youth programming that maintains trauma-informed, culturally relevant and gender appropriate services to youth in the care of counties. The following are defined as infrastructure and improvement needs:

- Moveable equipment, and moveable furnishings necessary for the activation and operation of the facility or program;
- Additional infrastructure-related needs and improvements to assist counties in the development of a local continuum of care including but are not limited to supplies; transportation acquisitions; and training material acquisition.

Initially, the County's program proposal involved the development of a technology laboratory within the current Juvenile Center facility, where the youth and young adults can access both post-secondary education and vocational training, facilitated by the county Jobs Training Office. Since the Juvenile Center was gifted computers from the County Office of Education, and due to increased funding and the need to upgrade the facility's aging security system, the utilization of the grant will be to install new cameras and a new digital control panel at the central control for the juvenile hall location. Installation of this system along with the control panel will greatly enhance the safety and security of the youth and staff. This modification was approved by BSCC on January 6, 2022.

During the time of grant proposal submission, the signatory of the agreement named the previous County Administrative Officer by name to sign an Agreement with the Board of State and Community Corrections if awarded. Staff is requesting to amend the signatory of the agreement to the Chairman and authorize the County Administrative Officer for future amendments.

The BSCC Standard Agreement has been reviewed, and approved by County Counsel as to form.

**STANDARD AGREEMENT**

STD 213 (Rev 03/2019)

AGREEMENT NUMBER

**Kings823PartB**

PURCHASING AUTHORITY NUMBER (If Applicable)

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

CONTRACTING AGENCY NAME

**BOARD OF STATE AND COMMUNITY CORRECTIONS**

CONTRACTOR NAME

**County of Kings**

2. The term of this Agreement is:

START DATE

**JUNE 10, 2021**

THROUGH END DATE

**JUNE 1, 2024**

3. The maximum amount of this Agreement is:

**\$167,529.00**

4. The parties agree to comply with the terms and conditions of the following exhibits, attachments, and appendices which are by this reference made a part of the Agreement.

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	3
Exhibit B	Budget Detail and Payment Provisions	3
Exhibit C	General Terms and Conditions	4
Exhibit D	Special Terms and Conditions	4
Attachment 1*	Youth Programs and Facilities Grant Program (YPFG) – Request for Application	*
Attachment 2	YPFG Grant Application	11
Appendix A	YPFG Scoring Panel	1

\* This item is hereby incorporated by reference and can be viewed at: <https://www.bscc.ca.gov/youth-programs-and-facilities-grant-program-yppg/>*IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.***CONTRACTOR**

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

**County of Kings**

CONTRACTOR BUSINESS ADDRESS

1400 West Lacey Boulevard

CITY

Hanford

STATE

CA

ZIP

93230

PRINTED NAME OF PERSON SIGNING

Joe Neves

TITLE

Chairman, Board of Supervisors

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

**BOARD OF STATE AND COMMUNITY CORRECTIONS**

CONTRACTING AGENCY ADDRESS

2590 Venture Oaks Way, Suite 200

CITY

Sacramento

STATE

CA

ZIP

95833

PRINTED NAME OF PERSON SIGNING

Kathleen T. Howard

TITLE

Executive Officer

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED



## EXHIBIT A: SCOPE OF WORK

### 1. GRANT AGREEMENT – Youth Programs and Facilities Grant Program (YPFG)

This Grant Agreement is between the State of California, Board of State and Community Corrections (hereafter referred to as BSCC) and County of Kings (hereafter referred to as the Grantee or Contractor).

### 2. PROJECT SUMMARY AND ADMINISTRATION

A. On September 30, 2020, Governor Newsom signed Senate Bill 823 (Chapter 337, Statutes of 2020), which began the closure of the state's Division of Juvenile Justice, realigning those state functions to county governments. Under SB 823, DJJ intake will close for most youth on July 1, 2021, and counties then become fully responsible for housing, programming, and treatment of youth at higher offense and needs levels who can no longer be committed to DJJ.

As part of SB 823, \$9.6 million was set aside for the Board of State and Community Corrections to "award one-time grants, to counties for the purpose of providing resources for infrastructure-related needs and improvements to assist counties in the development of a local continuum of care." (Welf. & Inst. Code, § 2250, subd. (a).)

B. Grantee agrees to administer the project in accordance with Attachment 1: YPFG Request for Application (incorporated by reference) and Attachment 2: YPFG Grant Application, which are attached and hereto and made part of this agreement.

### 3. PROJECT OFFICIALS

A. The BSCC's Executive Director or designee shall be the BSCC's representative for administration of the Grant Agreement and shall have authority to make determinations relating to any controversies that may arise under or regarding the interpretation, performance, or payment for work performed under this Grant Agreement.

B. The Grantee's project officials shall be those identified as follows:

**Authorized Officer** with legal authority to sign:

Name: Edward Hill  
Title: County Administrative Officer  
Address: 1400 West Lacey Boulevard, Hanford, CA 93230  
Phone: 559-852-2375  
Email: Edward.Hill@co.kings.ca.us

**Designated Financial Officer** authorized to receive warrants:

Name: Virginia Reyes  
Title: Fiscal Analyst III  
Address: 1424 Forum Drive, Hanford, CA 93230  
Phone: 559-852-4307  
Email: Virginia.Reyes@co.kings.ca.us

**Project Director** authorized to administer the project:

Name: Domingo C. Cruz  
Title: Administrative Analyst III  
Address: 1400 West Lacey Boulevard, Hanford, CA 93230  
Phone: 559-852-2515

## EXHIBIT A: SCOPE OF WORK

Email: domingo.cruz@co.kings.ca.us

- C. Either party may change its project representatives upon written notice to the other party.
- D. By signing this Grant Agreement, the Authorized Officer listed above warrants that he or she has full legal authority to bind the entity for which he or she signs.

### 4. DATA COLLECTION

Grantees will be required to comply with all data collection and reporting requirements as described in Attachment 1: YPFG Request for Application and Attachment 2: YPFG Grant Application.

### 5. REPORTING REQUIREMENTS

By July 31, 2024, each grantee that receives a grant from the Youth Programs and Facilities Grant Program shall submit a Final Report to the BSCC with the following information:

1. An accounting of expenditures.
2. A description of the physical and system enhancements made.
3. How many regional placement beds were supported with the funding.
4. What proportion of the regional placement beds were contracted to other counties and which counties.

### 6. PROJECT RECORDS

- A. The Grantee shall establish an official file for the project. The file shall contain adequate documentation of all actions taken with respect to the project, including copies of this Grant Agreement, approved program/budget modifications, financial records and required reports.
- B. The Grantee shall establish separate accounting records and maintain documents and other evidence sufficient to properly reflect the amount, receipt, and disposition of all project funds, including grant funds and any matching funds by the Grantee and the total cost of the project. Source documentation includes copies of all awards, applications, approved modifications, financial records and narrative reports.
- C. Personnel and payroll records shall include the time and attendance reports for all individuals reimbursed under the grant, whether they are employed full-time or part-time. Time and effort reports are also required for all subcontractors and consultants.
- D. The grantee shall maintain documentation of donated goods and/or services, including the basis for valuation.
- E. Grantee agrees to protect records adequately from fire or other damage. When records are stored away from the Grantee's principal office, a written index of the location of records stored must be on hand and ready access must be assured.
- F. All Grantee records relevant to the project must be preserved a minimum of three (3) years after closeout of the grant project and shall be subject at all reasonable times to inspection, examination, monitoring, copying, excerpting, transcribing, and auditing by the BSCC or

## **EXHIBIT A: SCOPE OF WORK**

designees. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records must be retained until the completion of the action and resolution of all issues which arise from it or until the end of the regular three-year period, whichever is later.

### **7. CONFLICT OF INTEREST**

- A. Existing law prohibits any grantee, subgrantee, partner or like party who participated on the YPFG Scoring Panel (See Appendix A) from receiving funds from the YPFG grants awarded under this RFA. Applicants who are awarded grants under this RFA are responsible for reviewing the YPFG Scoring Panel membership roster (see Appendix A) and ensuring that no grant dollars are passed through to any entity represented by the members of the YPFG Scoring Panel.
- B. In cases of an actual conflict of interest with a Scoring Panel member, the Board may revoke the grant award and legal consequences could exist for the parties involved, including, but not limited to, repayment of the grant award.



## EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

### 1. INVOICING AND PAYMENTS

- A. The Grantee shall be paid quarterly in arrears by submitting an invoice (Form 201) to the BSCC that outlines actual expenditures claimed for the invoicing period.
- B. All project expenditures and any county match contributions must be incurred by the end of the grant project period, June 1, 2024, and included on the invoice due July 15, 2024. Project expenditures incurred after June 1, 2024 will not be reimbursed.
- D. Grantee shall submit an invoice to the BSCC each invoicing period, even if grant funds are not expended or requested during the invoicing period.
- E. Upon the BSCC's request, supporting documentation must be submitted for project expenditures. Grantees are required to maintain supporting documentation for all expenditures on the project site for the life of the grant and make it readily available for review during BSCC site visits.

#### Quarterly Invoicing Periods:

#### Due no later than:

- |  |                  |
|--|------------------|
| 1. June 10, 2021 to August 31, 2021        | October 15, 2021 |
| 2. September 1, 2021 to November 30, 2021  | January 15, 2022 |
| 3. December 1, 2021 to February 28, 2022   | April 15, 2022   |
| 4. March 1, 2022 to May 31, 2022           | July 15, 2022    |
| 5. June 1, 2022 to August 31, 2022         | October 15, 2022 |
| 6. September 1, 2022 to November 30, 2022  | January 15, 2023 |
| 7. December 1, 2022 to February 28, 2023   | April 15, 2023   |
| 8. March 1, 2023 to May 31, 2023           | July 15, 2023    |
| 9. June 1, 2023 to August 31, 2023         | October 15, 2023 |
| 10. September 1, 2023 to November 30, 2023 | January 15, 2024 |
| 11. December 1, 2023 to February 29, 2024  | April 15, 2024   |
| 12. March 1, 2024 to June 1, 2024          | July 15, 2024    |

### 2. GRANT AMOUNT AND LIMITATION

- A. In no event shall the BSCC be obligated to pay any amount in excess of the grant award. Grantee waives any and all claims against the BSCC, and the State of California on account of project costs that may exceed the sum of the grant award.
- B. Under no circumstance will a budget item change be authorized that would cause the project to exceed the amount of the grant award identified in this Grant Agreement.

### 3. BUDGET CONTINGENCY CLAUSE

- A. This grant agreement is valid through YPFG funding generated from the General Fund. The Grantee agrees that the BSCC's obligation to pay any sum to the grantee under any provision of this agreement is contingent upon the availability of sufficient funding granted through the passage of Senate Bill 823 (Statutes of 2020, Chapter 337).
- B. If YPFG funding is reduced or falls below estimates contained within the YPFG Request for Application, the BSCC shall have the option to either cancel this Grant Agreement with no

## EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

liability occurring to the BSCC or offer an amendment to this agreement to the Grantee to reflect a reduced amount.

- C. If BSCC cancels the agreement pursuant to Paragraph 3(B) or Grantee does not agree to an amendment in accordance with the option provided by Paragraph 3(B), it is mutually agreed that the Grant Agreement shall have no further force and effect. In this event, the BSCC shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement except that Grantee shall be required to maintain all project records required by Paragraph 6 of Exhibit A for a period of three (3) years following the termination of this agreement.

### 4. PROJECT COSTS

- A. Grantee is responsible for ensuring that actual expenditures are for eligible project costs. "Eligible" and "ineligible" project costs are set forth in the July 2020 BSCC Grant Administration Guide, which can be found under Quick Links here:

[https://www.bscc.ca.gov/s\\_correctionsplanningandprograms/](https://www.bscc.ca.gov/s_correctionsplanningandprograms/)

The provisions of the BSCC Grant Administration Guide are incorporated by reference into this agreement and Grantee shall be responsible for adhering to the requirements set forth therein. To the extent any of the provisions of the BSCC Grant Administration Guide and this agreement conflict, the language in this agreement shall prevail.

- B. Grantee is responsible for ensuring that invoices submitted to the BSCC claim actual expenditures for eligible project costs.
- C. Grantee shall, upon demand, remit to the BSCC any grant funds not expended for eligible project costs or an amount equal to any grant funds expended by the Grantee in violation of the terms, provisions, conditions or commitments of this Grant Agreement.
- D. Grant funds must be used to support new program activities or to augment existing funds that expand current program activities. Grant funds shall not replace (supplant) any federal, state and/or local funds that have been appropriated for the same purpose. Violations can result in recoupment of monies provided under this grantor suspension of future program funding through BSCC grants.

### 5. PROMPT PAYMENT CLAUSE

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

### 6. WITHHOLDING OF GRANT DISBURSEMENTS

- A. The BSCC may withhold all or any portion of the grant funds provided by this Grant Agreement in the event the Grantee has materially and substantially breached the terms and conditions of this Grant Agreement.
- B. At such time as the balance of state funds allocated to the Grantee reaches five percent (5%), the BSCC may withhold that amount as security, to be released to the Grantee upon compliance with all grant provisions, including:
  - 1) submittal and approval of the final invoice;
  - 2) submittal and approval of the Final Report;
- C. The BSCC will not reimburse Grantee for costs identified as ineligible for grant funding. If grant funds have been provided for costs subsequently deemed ineligible, the BSCC may either withhold an equal amount from future payments to the Grantee or require repayment of an equal amount to the State by the Grantee.

**EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS**

D. In the event that grant funds are withheld from the Grantee, the BSCC’s Executive Director or designee shall notify the Grantee of the reasons for withholding and advise the Grantee of the time within which the Grantee may remedy the failure or violation leading to the withholding.

**7. PROJECT BUDGET**

LINE ITEMS	SB 823 BUDGET		
	STATE REIMBURSED	CASH CONTRIBUTION	TOTAL
1. Construction	\$0.00	\$0.00	\$0.00
2. Architectural	\$0.00	\$0.00	\$0.00
3. Fixed Furnishings/Equipment	\$167,529.00	\$43,375.00	\$210,904.00
4. Moveable Furnishings/Equipment	\$0.00	\$0.00	\$0.00
5. Construction Management	\$0.00	\$0.00	\$0.00
6. Transportation/Equipment	\$0.00	\$0.00	\$0.00
7. Training Materials/Supplies	\$0.00	\$0.00	\$0.00
8. Programing Materials/Supplies	\$0.00	\$0.00	\$0.00
9. Other One-Time Personnel Costs (planning, development, and project management) (Not to Exceed 25% of total budget)	\$0.00	\$0.00	\$0.00
10. Other County Costs	\$0.00	\$0.00	\$0.00
<b>Total Project Costs</b>	<b>\$167,529.00</b>	<b>\$43,375.00</b>	<b>\$210,904.00</b>
<b>Percentage of Total</b>	<b>79%</b>	<b>21%</b>	<b>100%</b>

## EXHIBIT C: GENERAL TERMS AND CONDITIONS (04/2017)

1. **APPROVAL:** This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. **AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT:** This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT:** Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. **DISPUTES:** Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE:** The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
8. **INDEPENDENT CONTRACTOR:** Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. **RECYCLING CERTIFICATION:** The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
10. **NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic

## EXHIBIT C: GENERAL TERMS AND CONDITIONS (04/2017)

information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. **CERTIFICATION CLAUSES:** The CONTRACTOR CERTIFICATION CLAUSES contained in the document [CCC 04/2017](#) are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
12. **TIMELINESS:** Time is of the essence in this Agreement.
13. **COMPENSATION:** The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
14. **GOVERNING LAW:** This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
15. **ANTITRUST CLAIMS:** The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.
  - A. The Government Code Chapter on Antitrust claims contains the following definitions:
    - 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
    - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
  - B. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective

## EXHIBIT C: GENERAL TERMS AND CONDITIONS (04/2017)

at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

- C. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- D. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

**16. CHILD SUPPORT COMPLIANCE ACT:** For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

- A. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- B. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

**17. UNENFORCEABLE PROVISION:** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

**18. PRIORITY HIRING CONSIDERATIONS:** If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

### **19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:**

- A. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
- B. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual

## EXHIBIT C: GENERAL TERMS AND CONDITIONS (04/2017)

percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

- 20. LOSS LEADER:** If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

## EXHIBIT D: SPECIAL TERMS AND CONDITIONS

### 1. GRANTEE'S GENERAL RESPONSIBILITY

- A. Grantee agrees to comply with all terms and conditions of this Grant Agreement. Review and approval by the BSCC are solely for the purpose of proper administration of grant funds and shall not be deemed to relieve or restrict the Grantee's responsibility.
- B. Grantee is responsible for the performance of all project activities identified in Attachment 1: YPFG Request for Application and Attachment 2: YPFG Grant Application.
- C. Grantee shall immediately advise the BSCC of any significant problems or changes that arise during the course of the project.

### 2. GRANTEE ASSURANCES AND COMMITMENTS

- A. Compliance with Laws and Regulations  
This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California. Grantee shall at all times comply with all applicable State laws, rules and regulations, and all applicable local ordinances.
- B. Fulfillment of Assurances and Declarations  
Grantee shall fulfill all assurances, declarations, representations, and statements made by the Grantee in Attachment 1: YPFG Request for Application and Attachment 2: YPFG Grant Application, documents, amendments, approved modifications, and communications filed in support of its request for grant funds.
- C. Permits and Licenses  
Grantee agrees to procure all permits and licenses necessary to complete the project, pay all charges and fees, and give all notices necessary or incidental to the due and lawful proceeding of the project work.

### 3. POTENTIAL SUBCONTRACTORS

- A. In accordance with the provisions of this Grant Agreement, the Grantee may subcontract for services needed to implement and/or support program activities. Grantee agrees that in the event of any inconsistency between this Grant Agreement and Grantee's agreement with a subcontractor, the language of this Grant Agreement will prevail.
- B. Nothing contained in this Grant Agreement or otherwise, shall create any contractual relation between the BSCC and any subcontractors, and no subcontract shall relieve the Grantee of his responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to the BSCC for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee's obligation to pay its subcontractors is an independent obligation from the BSCC's obligation to make payments to the Grantee. As a result, the BSCC shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.
- C. Grantee shall ensure that all subcontractors comply with the eligibility requirements stated in the YPFG RFA and described in Appendix D.
- D. Grantee assures that for any subcontract awarded by the Grantee, such insurance and fidelity bonds, as is customary and appropriate, will be obtained.
- E. Grantee agrees to place appropriate language in all subcontracts for work on the project requiring the Grantee's subcontractors to:
  - 1) Books and Records



## EXHIBIT D: SPECIAL TERMS AND CONDITIONS

Maintain adequate fiscal and project books, records, documents, and other evidence pertinent to the subcontractor's work on the project in accordance with generally accepted accounting principles. Adequate supporting documentation shall be maintained in such detail so as to permit tracing transactions from the invoices, to the accounting records, to the supporting documentation. These records shall be maintained for a minimum of three (3) years after the acceptance of the final grant project audit under the Grant Agreement and shall be subject to examination and/or audit by the BSCC or designees, state government auditors or designees, or by federal government auditors or designees.

### 2) Access to Books and Records

Make such books, records, supporting documentations, and other evidence available to the BSCC or designee, the State Controller's Office, the Department of General Services, the Department of Finance, California State Auditor, and their designated representatives during the course of the project and for a minimum of three (3) years after acceptance of the final grant project audit. The Subcontractor shall provide suitable facilities for access, monitoring, inspection, and copying of books and records related to the grant-funded project.

## 4. PROJECT ACCESS

Grantee shall ensure that the BSCC, or any authorized representative, will have suitable access to project activities, sites, staff and documents at all reasonable times during the grant period including those maintained by subcontractors. Access to program records will be made available by both the grantee and the subcontractors for a period of three (3) years following the end of the grant period.

## 5. ACCOUNTING AND AUDIT REQUIREMENTS

- A. Grantee agrees that accounting procedures for grant funds received pursuant to this Grant Agreement shall be in accordance with generally accepted government accounting principles and practices, and adequate supporting documentation shall be maintained in such detail as to provide an audit trail. Supporting documentation shall permit the tracing of transactions from such documents to relevant accounting records, financial reports and invoices.
- B. The BSCC reserves the right to call for a program or financial audit at any time between the execution of this Grant Agreement and three years following the end of the grant period. At any time, the BSCC may disallow all or part of the cost of the activity or action determined to not be in compliance with the terms and conditions of this Grant Agreement or take other remedies legally available.

## 6. DEBARMENT, FRAUD, THEFT OR EMBEZZLEMENT

It is the policy of the BSCC to protect grant funds from unreasonable risks of fraudulent, criminal, or other improper use. As such, the Board will not enter into contracts or provide reimbursement to grantees that have been:

1. debarred by any federal, state, or local government entities during the period of debarment; or
2. convicted of fraud, theft, or embezzlement of federal, state, or local government grant funds for a period of three years following conviction.

Furthermore, the BSCC requires grant recipients to provide an assurance that there has been no applicable debarment, disqualification, suspension, or removal from a federal, state or local grant program on the part of the grantee at the time of application and that the grantee will immediately notify the BSCC should such debarment or conviction occur during the term of the Grant contract.

## **EXHIBIT D: SPECIAL TERMS AND CONDITIONS**

BSCC also requires that all grant recipients include, as a condition of award to a subgrantee or subcontractor, a requirement that the subgrantee or subcontractor will provide the same assurances to the grant recipient. If a grant recipient wishes to consider a subgrantee or subcontractor that has been debarred or convicted, the grant recipient must submit a written request for exception to the BSCC along with supporting documentation.

All Grantees must have on file with the BSCC a completed and signed Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft and Embezzlement (Required as Item 6 of the original Application Package checklist, Appendix D.)

### **7. MODIFICATIONS**

No change or modification in the project will be permitted without prior written approval from the BSCC. Changes may include modification to project scope, changes to performance measures, compliance with collection of data elements, and other significant changes in the budget or program components contained in Attachment 1: YPFG Request for Application Request and Attachment 2: YPFG Grant Application.

### **8. TERMINATION**

- A. This Grant Agreement may be terminated by the BSCC at any time after grant award and prior to completion of project upon action or inaction by the Grantee that constitutes a material and substantial breach of this Grant Agreement. Such action or inaction includes but is not limited to:
- 1) substantial alteration of the scope of the grant project without prior written approval of the BSCC;
  - 2) refusal or inability to complete the grant project in a manner consistent with Attachment 1: YPFG Request for Application Request and Attachment 2: YPFG Grant Application, or approved modifications; and
  - 3) failure to meet prescribed assurances, commitments, recording, accounting, auditing, and reporting requirements of the Grant Agreement.
- B. Prior to terminating the Grant Agreement under this provision, the BSCC shall provide the Grantee at least 30 calendar days written notice stating the reasons for termination and effective date thereof. The Grantee may appeal the termination decision in accordance with the instructions listed in Exhibit D: Special Terms and Conditions, Number 8. Settlement of Disputes.

### **9. SETTLEMENT OF DISPUTES**

- A. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, the Grantee shall submit to the BSCC County Facilities Construction Division Deputy Director a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Grant Agreement. Grantee's written demand shall be fully supported by factual information. The BSCC County Facilities Construction Division Deputy Director shall have 30 days after receipt of Grantee's written demand invoking this Section "Disputes" to render a written decision. If a written decision is not rendered within 30 days after receipt of the Grantee's demand, it shall be deemed a decision adverse to the Grantee's contention. If the Grantee is not satisfied with the decision of the BSCC County Facilities Construction Division Deputy Director, the Grantee may appeal the decision, in writing, within 15 days of its issuance (or the expiration of the 30-day period in the event no decision is rendered), to the BSCC Executive Director, who shall have 45 days to

## EXHIBIT D: SPECIAL TERMS AND CONDITIONS

render a final decision. If the Grantee does not appeal the decision of the BSCC County Facilities Construction Division Deputy Director, the decision shall be conclusive and binding regarding the dispute and the Contractor shall be barred from commencing an action in court, or with the Victims Compensation Government Claims Board, for failure to exhaust Grantee's administrative remedies.

- B. Pending the final resolution of any dispute arising under, related to or involving this Grant Agreement, Grantee agrees to diligently proceed with the performance of this Grant Agreement, including the providing of services in accordance with the Grant Agreement. Grantee's failure to diligently proceed in accordance with the State's instructions regarding this Grant Agreement shall be considered a material breach of this Grant Agreement.
- C. Any final decision of the State shall be expressly identified as such, shall be in writing, and shall be signed by the Executive Director, if an appeal was made. If the Executive Director fails to render a final decision within 45 days after receipt of the Grantee's appeal for a final decision, it shall be deemed a final decision adverse to the Grantee's contentions. The State's final decision shall be conclusive and binding regarding the dispute unless the Grantee commences an action in a court of competent jurisdiction to contest such decision within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.
- D. The dates of decision and appeal in this section may be modified by mutual consent, as applicable, excepting the time to commence an action in a court of competent jurisdiction.

### 9. UNION ACTIVITIES

For all agreements, except fixed price contracts of \$50,000 or less, the Grantee acknowledges that applicability of Government Code §§16654 through 16649 to this Grant Agreement and agrees to the following:

- A. No State funds received under the Grant Agreement will be used to assist, promote or deter union organizing.
- B. Grantee will not, for any business conducted under the Grant Agreement, use any State property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote or deter union organizing, unless the State property is equally available to the general public for holding meetings.
- C. If Grantee incurs costs or makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no reimbursement from State funds has been sought for these costs, and that Grantee shall provide those records to the Attorney General upon request.

### 10. WAIVER

The parties hereto may waive any of their rights under this Grant Agreement unless such waiver is contrary to law, provided that any such waiver shall be in writing and signed by the party making such waiver.

**Youth Programs and Facilities Grant Program  
(YPFG)**

**Part B All County Distribution Application  
Package Coversheet**

**Submitted by:**

County of Kings

**Date Submitted:**

May 12, 2021

## Part B All County Distribution Application Checklist

A complete application package for funding under the Youth Programs and Facilities Grant (YPFG) Program must contain the following items:

	Required Items:	✓
1	Cover Sheet (previous page) <ul style="list-style-type: none"> <li>Insert Applicant Name and Date of Submission</li> </ul>	<input checked="" type="checkbox"/>
2	YPFG Proposal Checklist <ul style="list-style-type: none"> <li>Signed by the authorized signatory with a digital signature <b>OR</b> a wet signature in blue ink.</li> </ul>	<input checked="" type="checkbox"/>
3	Applicant Information Form <ul style="list-style-type: none"> <li>Signed by the authorized signatory with a digital signature <b>OR</b> a wet signature in blue ink.</li> </ul>	<input checked="" type="checkbox"/>
4	Application Narrative <ul style="list-style-type: none"> <li>2 pages or fewer</li> </ul>	<input checked="" type="checkbox"/>
5	Budget Attachment	<input checked="" type="checkbox"/>
6	Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft and Embezzlement (Appendix D) <ul style="list-style-type: none"> <li>Signed by the authorized signatory with a digital signature <b>OR</b> a wet signature in blue ink.</li> </ul>	<input checked="" type="checkbox"/>
	<b>Optional:</b>	
7	Governing Board Resolution (Appendix E) <i>Note: The Governing Board Resolution is due prior to contract execution but is not required at the time of proposal submission.</i>	<input checked="" type="checkbox"/>

**I have reviewed this checklist and verified that all required items are included in this proposal packet.**


X

\_\_\_\_\_  
Applicant Authorized Signature (see Applicant Information Form, Part L, next page)

## Part B All County Distribution Applicant Information Form

A. APPLICANT < Name> County				B. TAX IDENTIFICATION NUMBER			
NAME OF APPLICANT County of Kings				TAX IDENTIFICATION #: 94-600814			
STREET ADDRESS 1400 W. Lacey Blvd		CITY Hanford		STATE CA		ZIP CODE 93230	
MAILING ADDRESS (if different)		CITY		STATE		ZIP CODE	
C. PROJECT TITLE:				Technology Laboratory			
D. PROJECT SUMMARY (100-150 words):							
<p>The Kings County Probation proposes to create a technology laboratory to provide the robust educational and vocational training necessary for the youth and young adults to be able to compete for good paying jobs upon transition back to the community. They can access both post-secondary education and vocational training, facilitated by the County's Jobs Training Office. This includes tablets, charging stations, and WiFi for their use on a daily basis.</p>							
E. GRANT FUNDS REQUESTED: (See Appendix F: County Juvenile Population Index)							
\$ \$47,086							
F. DEFERRED SPENDING: Is the application for a deferred spending award?				<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
G. LEAD PUBLIC AGENCY:			County of Kings Administration				
H. PROJECT DIRECTOR:							
NAME Domingo C. Cruz		TITLE Administrative Analyst III			TELEPHONE NUMBER 559-852-2515		
STREET ADDRESS 1444 W. Lacey Blvd				FAX NUMBER 559-584-4738			
CITY Hanford		STATE CA		ZIP CODE 93230		EMAIL ADDRESS domingo.cruz@co.kings.ca.us	
I. FINANCIAL OFFICER:							
NAME Virginia Reyes		TITLE Fiscal Analyst III			TELEPHONE NUMBER 559-852-4307		
STREET ADDRESS 1424 Forum Drive				FAX NUMBER 559-583-1467			
CITY Hanford		STATE CA		ZIP CODE 93230		EMAIL ADDRESS Virginia.Reyes@co.kings.ca.us	
PAYMENT MAILING ADDRESS (if different)		CITY		STATE		ZIP CODE	
J. DAY-TO-DAY PROGRAM CONTACT:							
NAME Dan Luttrell		TITLE Deputy Chief Probation Officer			TELEPHONE NUMBER 559-852-4302		
STREET ADDRESS 1424 Forum Drive				FAX NUMBER 559-583-1467			
CITY Hanford		STATE CA		ZIP CODE 93230		EMAIL ADDRESS Dan.Luttrell@co.kings.ca.us	

<b>K. DAY-TO-DAY FISCAL CONTACT:</b>			
NAME	TITLE	TELEPHONE NUMBER	
Virginia Reyes	Fiscal Analyst III	559-852-4307	
STREET ADDRESS		FAX NUMBER	
1424 Forum Drive		559-583-1467	
CITY	STATE	ZIP CODE	EMAIL ADDRESS
Hanford	CA	93230	Virginia.Reyes@co.kings.ca.us

<b>L. AUTHORIZED SIGNATURE</b>			
By signing this application, I hereby certify that I am vested by the Applicant with the authority to enter into contract with the BSCC, and that the grantee and any subcontractors will abide by the laws, policies and procedures governing this funding.			
NAME OF AUTHORIZED OFFICER	TITLE	TELEPHONE NUMBER	EMAIL ADDRESS
Rebecca Campbell	County Administrative Officer	559-852-2377	Rebecca.campbell@co.kings.ca.us
STREET ADDRESS	CITY	STATE	ZIP CODE
1400 W. Lacey Blvd	Hanford	CA	93230
EMAIL ADDRESS Rebecca.campbell@co.kings.ca.us			
APPLICANT'S SIGNATURE ( <b>Signed by the authorized signatory with a digital signature OR a wet signature in blue ink.</b> )			DATE
X 			5/12/2021

\*Authorized Signature: Must be a representative with the authority to sign documents and obligate the applicant\*

**CONFIDENTIALITY NOTICE**

All documents submitted as a part of the Youth Programs and Facilities Grant (YPFG) Program are public documents and may be subject to a request pursuant to the California Public Records Act. The BSCC, as a state agency, may have to disclose these documents to the public. The BSCC cannot ensure the confidentiality of any information submitted in or with this proposal. (Gov. Code, §§ 6250 et seq.)

## Section 1: Project Need

On July 1, 2021, Kings County will be responsible for the provision of custodial and rehabilitative services for those youth previously committed to the Division of Juvenile Justice. This realignment will significantly change the current population of committed youth to include many youth and young adults who have graduated from high school and have need for post secondary education and vocational training. Our program proposal involves the development of a technology laboratory within the facility where the youth and young adults can access both post-secondary education and vocational training, facilitated by the county Jobs Training Office. In Kings County, the realigned youth will be housed in the Kings County Juvenile Center, 100 Unit. Currently, this unit does not have internet capability or computers and other required technology and furniture for the use of youth who are high school graduates.

From 2016 through 2020, 32 youth were committed to DJJ from Kings County. Furthermore, there are currently 16 youth ages 14-18 pending 707(b) W&I charges, which, per statute, could be committed to DJJ; 15 of 16 of these youth are male and of the 32 sent over past five years, 31 were male. These youth were committed for charges including murder, assault with a firearm, assault with a deadly weapon, assaults committed for the benefit of a criminal street gang, robbery and various violent sex crimes. Based upon this historical data, it is anticipated that the Kings County Secure Track Program will receive 5 – 7 youth/young adults per year with an average commitment of 24 months.

For the youth and young adults who have not graduated from high school, they will continue to attend JC Montgomery, the high school operated by the Kings County Office of Education inside the Kings County Juvenile Center. For the youth and young adults who have graduated high school, our current resources are extremely limited as to technology with which the youth can access on-line post secondary educational opportunities. Therefore, we are seeking to develop a computer and technology lab for the youth to access online post secondary education and vocational training.

## Section 2: Project Description

Given the increase of local commitments, which will include many youth and young adults who have graduated from high school, we have a tremendous need to expand our



post-secondary educational and career technical education opportunities for graduates. Currently, those graduates who wish to continue their education through community colleges, are given those opportunities. However, the number of youth in these programs is limited and additional technology is needed to meet the increased demand. Additionally, the county plan includes opportunities for vocational training for the youth so they are able to transition back to the community with skills that will increase their employability. Many youth and young adults have no desire to attend a University. According to 2019 data compiled by Resource Development Associates (RDA), for 25-64 year olds in the San Joaquin Valley, only 8% of respondents had an associate's degree, 12% had a bachelor's degree and less than 5% had a postgraduate degree. Additionally, of the 18-24 year olds, 60% were not enrolled in any type of postsecondary education (JobsEQ Demographic Profile Summary – San Joaquin Valley Associated Counties). Therefore, for the youth and young adults in our program, preparing them for a vocation of their interest is an ideal alternative. Partnering with the Kings County Job Training Office (JTO), youth and young adults will receive on-site courses to facilitate the development of foundational career skills that are requisite in a competitive job market. These in-person programs, taught by JTO staff members, include workplace etiquette, DMV study for a driver's license, building self-confidence and self-esteem, interviewing skills, resume development, typing and Microsoft office skills. Once they've completed these foundational courses, youth will have access to vocational programs, both on-site and off-site, including building maintenance, landscaping, culinary, forklift, HVAC, truck driving, welding and pre-apprenticeship opportunities in the trades of carpentry, electrical and plumbing. For youth who aren't sure of their career path, assessments for job aptitude and job interest will be available.

Through Kings County JTO, the county has the requisite personnel to begin the aforementioned training classes for the realigned youth. However, we lack any technology and equipment, including: internet access, computers, tablets, smart TV's, printers/scanners, tables and chairs. If granted the funds to purchase this equipment, the county will be able to provide robust educational and vocational training necessary for the young adults to be able to compete for good paying jobs upon transition back to the community.

**Section 3: Budget**

Please see attached excel file per the instructions.

## Appendix D: Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft and Embezzlement

It is the policy of the BSCC to protect grant funds from unreasonable risks of fraudulent, criminal, or other improper use. As such, the Board will not enter into contracts or provide reimbursement to applicants that have been:

1. debarred by any federal, state, or local government entities during the period of debarment; or
2. convicted of fraud, theft, or embezzlement of federal, state, or local government grant funds for a period of three years following conviction.


Furthermore, the BSCC requires grant recipients to provide an assurance that there has been no applicable debarment, disqualification, suspension, or removal from a federal, state or local grant program on the part of the grantee at the time of application and that the grantee will immediately notify the BSCC should such debarment or conviction occur during the term of the Grant contract.

BSCC also requires that all grant recipients include, as a condition of award to a subgrantee or subcontractor, a requirement that the subgrantee or subcontractor will provide the same assurances to the grant recipient. If a grant recipient wishes to consider a subgrantee or subcontractor that has been debarred or convicted, the grant recipient must submit a written request for exception to the BSCC along with supporting documentation.

By checking the following boxes and signing below, applicant affirms that:

- I/We are not currently debarred by any federal, state, or local entity from applying for or receiving federal, state, or local grant funds.
- I/We have not been convicted of any crime involving theft, fraud, or embezzlement of federal, state, or local grant funds within the last three years. We will notify the BSCC should such debarment or conviction occur during the term of the Grant contract.
- I/We will hold subgrantees and subcontractors to these same requirements.

A grantee may make a request in writing to the Executive Director of the BSCC for an exception to the debarment policy. Any determination made by the Executive Director shall be made in writing.

<b>AUTHORIZED SIGNATURE</b>			
(This document must be signed by the person who is authorized to sign the Grant Agreement.)			
NAME OF AUTHORIZED OFFICER Rebecca Campbell	TITLE County Administrative Officer	TELEPHONE NUMBER 559-852-2375	
STREET ADDRESS 1400 W. Lacey Blvd.	CITY Hanford	STATE CA	ZIP CODE 93230
EMAIL ADDRESS Rebecca.campbell@co.kings.ca.us			
AUTHORIZED OFFICER SIGNATURE ((Blue Ink Only or E-signature)) <b>X</b> 			DATE 5/12/2021

<b>Applicant:</b>			
<b>LINE ITEMS</b>	<b>SB 823 BUDGET</b>		
	<b>STATE REIMBURSED</b>	<b>CASH CONTRIBUTION</b>	<b>TOTAL</b>
1. Construction	\$ -	\$ -	\$ -
2. Architectural	\$ -	\$ -	\$ -
3. Fixed Furnishings/Equipment	\$ -	\$ -	\$ -
4. Moveable Furnishings/Equipment	\$ 43,681.00	\$ -	\$ 43,681.00
5. Construction Management	\$ -	\$ -	\$ -
6. Transportation/Equipment	\$ -	\$ -	\$ -
7. Training Materials/Supplies	\$ -	\$ -	\$ -
8. Programing Materials/Supplies	\$ -	\$ -	\$ -
9. Other One-Time Personnel Costs (planning, development, and project management) (Not to Exceed 25% of total budget)	\$ 3,404.00	\$ -	\$ 3,404.00
10. Other		\$ -	\$ -
<b>Total Project Costs</b>	\$ 47,085.00	\$ -	\$ 47,085.00
<b>Percentage of Total</b>	100%	0%	100%

Provide an explanation below of how the dollar figures were determined for each of the budget categories above that contain dollar amounts. Every cash contribution line item shall be included with a reporting of the full amount budgeted unless a line item is not an actual cash contribution project cost for the county. (In that case, indicate so below.) For each budget category explanation below, include how state funding and the county contribution dollar amounts have been determined and calculated (be specific).

<b>LINE ITEMS</b>	<b>COMMENTS</b>
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1. Construction	Describe any construction costs associated with the project: N/A
2. Architectural	Describe the county's current stage in the architectural process: b) Define the budgeted amount for architectural design: N/A
3. Fixed Furnishings/Equipment	Describe the items to be purchased and installed for the project: N/A
4. Moveable Furnishings/Equipment	Describe the items to be purchased and where they are to be placed for the project: Tablets, charging stations, smart TV, and WiFi capability will all be set up in the Kings County Juvenile Center 100 Unit.
5. Construction Management	Describe which portions/phases of the construction management services the county intends to claim as a) State Reimbursed b) Cash Contribution N/A
6. Transportation Equipment	Describe the equipment to be purchased and the expected use: N/A
7. Training Materials/Supplies	Describe the training materials and supplies to be purchased: N/A

8. Programing Materials/Supplies	Describe the programming materials and supplies to be purchased: N/A
9. Other One-Time Personnel Costs (planning, development, and project management) (Not to Exceed 25% of total budget)	Describe any one-time personnel costs associated with the project: This is a one time personnel cost by the Deputy Chief Probation Officer for the planning, development (coordinating with the County's Information Technology Department), and continuous management of the program.
10. Other	Describe any other cash contribution costs associated with the project: N/A

YPFG Scoring Panel Committee - Grant Cycle from June 10, 2021 to June 1, 2024

	<b>Name</b>	<b>Title &amp; Organizational Affiliation</b>	<b>From</b>
1.	Linda Penner, Co-Chair	BSCC Board Chair	Board of State and Community Corrections
2.	David Steinhart, Co-Chair	BSCC Board Member, Program Director	Commonweal Juvenile Justice Program
3.	Miguel Garcia	Advocacy Coordinator	Anti-Recidivism Coalition (ARC)
4.	Rachel Rios	Executive Director	La Familia Counseling Center
5.	Michelle Scray Brown	Probation Chief (Retired)	San Bernardino County



## SB-823 Juvenile justice realignment: Office of Youth and Community Restoration. (2019-2020)

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Date Published: 10/02/2020 02:00 PM

### Senate Bill No. 823

#### CHAPTER 337

An act to amend, repeal, and add Section 12803 of, to repeal Article 1 (commencing with Section 12820) of Chapter 1 of Part 2.5 of Division 3 of Title 2 of, and to repeal and add Sections 12838 and 12838.1 of, the Government Code, to add Section 13015 to, to repeal Section 830.5 of, and to repeal and add Sections 830.5 and 2816 to, the Penal Code, and to amend Sections 207.1, 207.2, 209, 210.2, 707.1, and 912 of, to add Sections 733.1, 736.5, and 1955.2 to, to amend and repeal Section 731 of, to amend, repeal, and add Sections 607 and 730 of, to add Section 736.5 to, to add Chapter 1.7 (commencing with Section 1990) to Division 2.5 of, to add Chapter 4 (commencing with Section 2200) to, to add Chapter 6 (commencing with Section 2260) to Division 2.5 of, to add and repeal Chapter 5 (commencing with Section 2250) of Division 2.5 of, to repeal Sections 207.6, 2201, and 2202 of, and to repeal and add Sections 208.5, 1703, 1710, 1711, 1712, 1714, 1731.5, 1752.2, and 1762 of, the Welfare and Institutions Code, relating to juveniles, and making an appropriation therefor, to take effect immediately, bill related to the budget.

[ Approved by Governor September 30, 2020. Filed with Secretary of State September 30, 2020. ]

#### LEGISLATIVE COUNSEL'S DIGEST

SB 823, Committee on Budget and Fiscal Review. Juvenile justice realignment: Office of Youth and Community Restoration.

(1) Existing law establishes the Division of Juvenile Justice within the Department of Corrections and Rehabilitation to operate facilities to house specified juvenile offenders. Existing law, commencing July 1, 2020, establishes the Department of Youth and Community Restoration in the California Health and Human Services Agency and vests the Department of Youth and Community Restoration with all the powers, functions, duties, responsibilities, obligations, liabilities, and jurisdiction of the Division of Juvenile Justice. An existing executive order delays the deadline for transferring the Division of Juvenile Justice to the Department of Youth and Community Restoration from July 1, 2020, to July 1, 2021, inclusive.

This bill would repeal the provisions that would have created the Department of Youth and Community Restoration and the provisions that would have transferred the responsibilities of the Division of Juvenile Justice to that department. Among other things, the bill would, commencing July 1, 2021, prohibit further commitment of wards to the Division of Juvenile Justice, except as specified, and would require that all wards committed to the division prior to that date remain within the custody of the division until the ward is discharged, released, or transferred. The bill would declare the intent of the Legislature to close the Division of Juvenile Justice through the shifting of this responsibility, as specified. The bill would, commencing July 1, 2021, establish the Office of



Youth and Community Restoration in the California Health and Human Services Agency to administer these provisions and for other specified purposes to support this transition.

The bill would establish a Juvenile Justice Realignment Block Grant program to provide county-based custody, care, and supervision of youth who are realigned from the Division of Juvenile Justice or who would have otherwise been eligible for commitment to the division. The bill would appropriate moneys from the General Fund in specified amounts for these purposes, as specified. The bill would specify how those funds would be allocated to counties based on specified criteria.

By changing county responsibilities with respect to juvenile offenders, this bill would impose a state-mandated local program.

(2) Under existing law, the jurisdiction of the juvenile court may continue until a ward attains 25 years of age, if the ward committed specified offenses.

This bill would reduce that age to 23 years, unless the ward would, in criminal court, have faced an aggregate sentence of 7 years or more, in which case the juvenile court's jurisdiction would continue until the ward attains 25 years of age.

(3) Existing law authorizes a district attorney or other appropriate prosecuting officer to file an accusatory pleading in a court of criminal jurisdiction against a minor who is alleged to have violated a criminal statute or ordinance and who has been declared not a fit and proper subject to be dealt with under the juvenile court law or as to whom charges in a petition in the juvenile court have been transferred to a court of criminal jurisdiction. Existing law requires, except as specified, a minor declared not a fit and proper subject to be dealt with under the juvenile court law, if detained, to remain in the juvenile hall pending final disposition by the criminal court or until the minor attains 18 years of age, whichever occurs first.

Existing law authorizes the detention of minors in jails or other security facilities for the confinement of adults only under specified conditions, including under circumstances upon which a minor is found not a fit and proper subject to be dealt with under the juvenile court law, their case is transferred to a court of criminal jurisdiction, and it is found that, among other things, the minor's further detention in the juvenile hall would endanger the safety of the public or other minors in the juvenile hall.

This bill would revise and recast those provisions and repeal specified provisions that authorize the detention of minors in an adult facility. The bill would instead require any person whose case originated in juvenile court to remain in a county juvenile facility until they turn 25 years of age, except as specified. The bill would make technical and conforming changes to related provisions.

By requiring local entities to retain custody of those persons in county juvenile facilities, this bill would impose a state-mandated local program.

(4) Existing law requires the Department of Justice to collect certain criminal justice data from specified persons and agencies and to present an annual report to the Governor containing the criminal statistics of the preceding calendar year. Existing law allows the department to serve as a statistical and research agency to the Department of Corrections and Rehabilitation and the Division of Juvenile Justice.

This bill would require the Department of Justice to submit a plan for the replacement of the Juvenile Court and Probation Statistical System with a modern database and reporting system. The bill would require the department to convene a working group consisting of key stakeholders, as provided, for this purpose.

(5) The bill would also appropriate moneys from the General Fund to the Youth Programs and Facilities Grant Program, to be administered by the Board of State and Community Corrections, to award one-time grants, to counties for the purpose of providing resources for infrastructure related needs and improvements to assist counties in the development of a local continuum of care.

(6) The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that, if the Commission on State Mandates determines that the bill contains costs mandated by the state, reimbursement for those costs shall be made pursuant to the statutory provisions noted above.

(7) This bill would declare that it is to take effect immediately as a bill providing for appropriations related to the Budget Bill.

Vote: majority Appropriation: yes Fiscal Committee: yes Local Program: yes

## THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

**SECTION 1.** (a) Evidence has demonstrated that justice system-involved youth are more successful when they remain connected to their families and communities. Justice system-involved youth who remain in their communities have lower recidivism rates and are more prepared for their transition back into the community.

(b) To ensure that justice-involved youth are closer to their families and communities and receive age-appropriate treatment, it is necessary to close the Division of Juvenile Justice and move the jurisdiction of these youth to local county jurisdiction.

(c) Counties will receive funding to meet the needs of youth by providing and implementing public health approaches to support positive youth development, building the capacity of a continuum of community based approaches, and reducing crime by youth.

(d) It is the intent of the Legislature and the administration that the youth firecamp at Pine Grove, whether through a state-local partnership, or other management arrangement, remain open and functioning to train justice-involved youth in wildland firefighting skills, and to retain the camp as a training resource for youth in California and create pipelines from Pine Grove to gainful employment.

(e) It is the intent of the Legislature and the administration for counties to use evidence-based and promising practices and programs that improve the outcomes of youth and public safety, reduce the transfer of youth into the adult criminal justice system, ensure that dispositions are in the least restrictive appropriate environment, reduce and then eliminate racial and ethnic disparities, and reduce the use of confinement in the juvenile justice system by utilizing community-based responses and interventions.

(f) It is the intent of the Legislature to end the practice of placing youth in custodial or confinement facilities that are operated by private entities whose primary business is the custodial confinement of adults or youth in a secure setting. It is further the intent of the Legislature to end placements of justice system-involved youth in out of state facilities that do not appropriately address the programming, service, safety, and other needs of placed youth once appropriate and sufficient capacity within California is achieved.

**SEC. 2.** Section 12803 of the Government Code, as amended by Section 1 of Chapter 38 of the Statutes of 2019, is amended to read:

**12803.** (a) The California Health and Human Services Agency consists of the following departments: Aging; Community Services and Development; Developmental Services; Health Care Services; Managed Health Care; Public Health; Rehabilitation; Social Services; and State Hospitals.

(b) The agency also includes the Emergency Medical Services Authority, the Office of Health Information Integrity, the Office of Patient Advocate, the Office of Statewide Health Planning and Development, the Office of Systems Integration, the Office of Law Enforcement Support, the Office of the Surgeon General, and the State Council on Developmental Disabilities.

(c) The Department of Child Support Services is hereby created within the agency and is the single organizational unit designated as the state's Title IV-D agency with the responsibility for administering the state plan and providing services relating to the establishment of paternity or the establishment, modification, or enforcement of child support obligations as required by Section 654 of Title 42 of the United States Code. State plan functions shall be performed by other agencies as required by law, by delegation of the department, or by cooperative agreements.

(d) This section shall become inoperative on July 1, 2021, and, as of January 1, 2022, is repealed.

**SEC. 3.** Section 12803 of the Government Code, as added by Section 2 of Chapter 38 of the Statutes of 2019, is repealed.

**SEC. 4.** Section 12803 is added to the Government Code, to read:

**12803.** (a) The California Health and Human Services Agency consists of the following departments: Aging; Community Services and Development; Developmental Services; Health Care Services; Managed Health Care; Public Health; Rehabilitation; Social Services; and State Hospitals.

(b) The agency also includes the Emergency Medical Services Authority, the Office of Health Information Integrity, the Office of Patient Advocate, the Office of Statewide Health Planning and Development, the Office of Systems Integration, the Office of Law Enforcement Support, the Office of the Surgeon General, the Office of Youth and Community Restoration, and the State Council on Developmental Disabilities.

(c) The Department of Child Support Services is hereby created within the agency and is the single organizational unit designated as the state's Title IV-D agency with the responsibility for administering the state plan and providing services relating to the establishment of paternity or the establishment, modification, or enforcement of child support obligations as required by Section 654 of Title 42 of the United States Code. State plan functions shall be performed by other agencies as required by law, by delegation of the department, or by cooperative agreements.

(d) This section shall become operative on July 1, 2021.

**SEC. 5.** Article 1 (commencing with Section 12820) of Chapter 1 of Part 2.5 of Division 3 of Title 2 of the Government Code is repealed.

**SEC. 6.** Section 12838 of the Government Code, as added by Section 22 of Chapter 25 of the Statutes of 2019, is repealed.

**SEC. 7.** Section 12838 is added to the Government Code, to read:

**12838.** (a) There is hereby created in state government the Department of Corrections and Rehabilitation, to be headed by a secretary, who shall be appointed by the Governor, subject to Senate confirmation, and shall serve at the pleasure of the Governor. The Department of Corrections and Rehabilitation shall consist of Adult Operations, Adult Programs, Health Care Services, Juvenile Justice, the Board of Parole Hearings, the Board of Juvenile Hearings, the State Commission on Juvenile Justice, the Prison Industry Authority, and the Prison Industry Board.

(b) The Governor, upon recommendation of the secretary, may appoint three undersecretaries of the Department of Corrections and Rehabilitation, subject to Senate confirmation. The undersecretaries shall hold office at the pleasure of the Governor. One undersecretary shall oversee administration, one undersecretary shall oversee health care services, and one undersecretary shall oversee operations for the department.

(c) The Governor, upon recommendation of the secretary, shall appoint a Chief for the Office of Victim Services, and a Chief for the Office of Correctional Safety, both of whom shall serve at the pleasure of the Governor.

**SEC. 8.** Section 12838.1 of the Government Code, as added by Section 24 of Chapter 25 of the Statutes of 2019, is repealed.

**SEC. 9.** Section 12838.1 is added to the Government Code, to read:

**12838.1.** (a) There is hereby created within the Department of Corrections and Rehabilitation, under the Undersecretary for Administration, the following divisions:

(1) The Division of Enterprise Information Services, the Division of Facility Planning, Construction, and Management, and the Division of Administrative Services. Each division shall be headed by a director, who shall be appointed by the Governor, upon recommendation of the secretary, subject to Senate confirmation, who shall serve at the pleasure of the Governor.

(2) The Division of Correctional Policy Research and Internal Oversight. This division shall be headed by a director, who shall be appointed by the Governor, upon recommendation of the secretary, who shall serve at the pleasure of the Governor.

(b) There is hereby created in the Department of Corrections and Rehabilitation, under the Undersecretary for Health Care Services, the Division of Health Care Operations and the Division of Health Care Policy and Administration. Each division shall be headed by a director, who shall be appointed by the Governor, upon recommendation of the secretary, subject to Senate confirmation, who shall serve at the pleasure of the Governor.

(c) There is hereby created within the Department of Corrections and Rehabilitation, under the Undersecretary for Operations, the Division of Adult Institutions, the Division of Adult Parole Operations, the Division of Juvenile Justice, and the Division of Rehabilitative Programs. Each division shall be headed by a director, who shall be

appointed by the Governor, upon recommendation of the secretary, subject to Senate confirmation, who shall serve at the pleasure of the Governor.

(d) The Governor shall, upon recommendation of the secretary, appoint four subordinate officers to the Division of Adult Institutions, subject to Senate confirmation, who shall serve at the pleasure of the Governor. Each subordinate officer appointed pursuant to this subdivision shall oversee an identified category of adult institutions, one of which shall be female offender facilities.

(e) (1) Unless the context clearly requires otherwise, whenever the term "Chief Deputy Secretary for Adult Operations" appears in any statute, regulation, or contract, it shall be construed to refer to the Director of the Division of Adult Institutions.

(2) Unless the context clearly requires otherwise, whenever the term "Chief Deputy Secretary for Adult Programs" appears in any statute, regulation, or contract, it shall be construed to refer to the Director of the Division of Rehabilitative Programs.

(3) Unless the context clearly requires otherwise, whenever the term "Chief Deputy Secretary for Juvenile Justice" appears in any statute, regulation, or contract, it shall be construed to refer to the Director of the Division of Juvenile Justice.

**SEC. 10.** Section 830.5 of the Penal Code, as added by Section 31 of Chapter 25 of the Statutes of 2019, is repealed.

**SEC. 11.** Section 830.5 is added to the Penal Code, to read:

**830.5.** The following persons are peace officers whose authority extends to any place in the state while engaged in the performance of the duties of their respective employment and for the purpose of carrying out the primary function of their employment or as required under Sections 8597, 8598, and 8617 of the Government Code. Except as specified in this section, these peace officers may carry firearms only if authorized and under those terms and conditions specified by their employing agency:

(a) A parole officer of the Department of Corrections and Rehabilitation, or the Department of Corrections and Rehabilitation, Division of Juvenile Parole Operations, probation officer, deputy probation officer, or a board coordinating parole agent employed by the Juvenile Parole Board. Except as otherwise provided in this subdivision, the authority of these parole or probation officers shall extend only as follows:

(1) To conditions of parole, probation, mandatory supervision, or postrelease community supervision by any person in this state on parole, probation, mandatory supervision, or postrelease community supervision.

(2) To the escape of any inmate or ward from a state or local institution.

(3) To the transportation of persons on parole, probation, mandatory supervision, or postrelease community supervision.

(4) To violations of any penal provisions of law which are discovered while performing the usual or authorized duties of the officer's employment.

(5) (A) To the rendering of mutual aid to any other law enforcement agency.

(B) For the purposes of this subdivision, "parole agent" shall have the same meaning as parole officer of the Department of Corrections and Rehabilitation or of the Department of Corrections and Rehabilitation, Division of Juvenile Justice.

(C) Any parole officer of the Department of Corrections and Rehabilitation, or the Department of Corrections and Rehabilitation, Division of Juvenile Parole Operations, is authorized to carry firearms, but only as determined by the director on a case-by-case or unit-by-unit basis and only under those terms and conditions specified by the director or chairperson. The Department of Corrections and Rehabilitation, Division of Juvenile Justice, shall develop a policy for arming peace officers of the Department of Corrections and Rehabilitation, Division of Juvenile Justice, who comprise "high-risk transportation details" or "high-risk escape details" no later than June 30, 1995. This policy shall be implemented no later than December 31, 1995.

(D) The Department of Corrections and Rehabilitation, Division of Juvenile Justice, shall train and arm those peace officers who comprise tactical teams at each facility for use during "high-risk escape details."

(b) A correctional officer employed by the Department of Corrections and Rehabilitation, or of the Department of Corrections and Rehabilitation, Division of Juvenile Justice, having custody of wards or any employee of the Department of Corrections and Rehabilitation designated by the secretary or any correctional counselor series employee of the Department of Corrections and Rehabilitation or any medical technical assistant series employee designated by the secretary or designated by the secretary and employed by the State Department of State Hospitals or any employee of the Board of Parole Hearings designated by the secretary or employee of the Department of Corrections and Rehabilitation, Division of Juvenile Justice, designated by the secretary or any superintendent, supervisor, or employee having custodial responsibilities in an institution operated by a probation department, or any transportation officer of a probation department.

(c) The following persons may carry a firearm while not on duty: a parole officer of the Department of Corrections and Rehabilitation, or the Department of Corrections and Rehabilitation, Division of Juvenile Justice, a correctional officer or correctional counselor employed by the Department of Corrections and Rehabilitation, or an employee of the Department of Corrections and Rehabilitation, Division of Juvenile Justice, having custody of wards or any employee of the Department of Corrections and Rehabilitation designated by the secretary or any medical technical assistant series employee designated by the secretary or designated by the secretary and employed by the State Department of State Hospitals. A parole officer of the Juvenile Parole Board may carry a firearm while not on duty only when so authorized by the chairperson of the board and only under the terms and conditions specified by the chairperson. Nothing in this section shall be interpreted to require licensure pursuant to Section 25400. The director or chairperson may deny, suspend, or revoke for good cause a person's right to carry a firearm under this subdivision. That person shall, upon request, receive a hearing, as provided for in the negotiated grievance procedure between the exclusive employee representative and the Department of Corrections and Rehabilitation, Division of Juvenile Justice, or the Juvenile Parole Board, to review the director's or the chairperson's decision.

(d) Persons permitted to carry firearms pursuant to this section, either on or off duty, shall meet the training requirements of Section 832 and shall qualify with the firearm at least quarterly. It is the responsibility of the individual officer or designee to maintain their eligibility to carry concealable firearms off duty. Failure to maintain quarterly qualifications by an officer or designee with any concealable firearms carried off duty shall constitute good cause to suspend or revoke that person's right to carry firearms off duty.

(e) The Department of Corrections and Rehabilitation shall allow reasonable access to its ranges for officers and designees of either department to qualify to carry concealable firearms off duty. The time spent on the range for purposes of meeting the qualification requirements shall be the person's own time during the person's off-duty hours.

(f) The secretary shall promulgate regulations consistent with this section.

(g) "High-risk transportation details" and "high-risk escape details" as used in this section shall be determined by the secretary, or the secretary's designee. The secretary, or the secretary's designee, shall consider at least the following in determining "high-risk transportation details" and "high-risk escape details": protection of the public, protection of officers, flight risk, and violence potential of the wards.

(h) "Transportation detail" as used in this section shall include transportation of wards outside the facility, including, but not limited to, court appearances, medical trips, and interfacility transfers.

**SEC. 12.** Section 830.53 of the Penal Code is repealed.

**SEC. 13.** Section 2816 of the Penal Code, as added by Section 40 of Chapter 25 of the Statutes of 2019, is repealed.

**SEC. 14.** Section 2816 is added to the Penal Code, to read:

**2816.** (a) With the approval of the Department of Finance, there shall be transferred to, or deposited in, the Prison Industries Revolving Fund for purposes authorized by this section, money appropriated from any source including sources other than state appropriations.

(b) Notwithstanding subdivision (i) of Section 2808, the Secretary of the Department of Corrections and Rehabilitation may order any authorized public works project involving the construction, renovation, or repair of prison facilities to be performed by inmate labor or juvenile justice facilities to be performed by ward labor, when the total expenditure does not exceed the project limit established by the first paragraph of Section 10108 of the Public Contract Code. Projects entailing expenditure of greater than the project limit established by the first

paragraph of Section 10108 of the Public Contract Code shall be reviewed and approved by the chairperson, in consultation with the board.

(c) Money so transferred or deposited shall be available for expenditure by the department for the purposes for which appropriated, contributed, or made available, without regard to fiscal years and irrespective of the provisions of Sections 13340 and 16304 of the Government Code. Money transferred or deposited pursuant to this section shall be used only for purposes authorized in this section.

**SEC. 15.** Section 13015 is added to the Penal Code, to read:

**13015.** (a) The Department of Justice shall submit a plan for the replacement of the Juvenile Court and Probation Statistical System (JCPSS) with a modern database and reporting system. The plan shall be submitted to the Assembly and Senate budget subcommittees on public safety, and the Assembly and Senate Public Safety Committees by January 1, 2023.

(b) In devising the plan, the department shall convene a working group consisting of key stakeholders and experts, including, but not limited to, representatives from the Juvenile Justice Data Working Group established within the Board of State and Community Corrections pursuant to Section 6032, agencies that are responsible for the collection and submission of juvenile justice data to department, advocates with experience in the collection, analysis, and utilization of juvenile justice data in California, academic institutions or research organizations with experience in collecting, analyzing, or using juvenile justice data in California, and people directly impacted by the justice system.

(c) The plan shall consider the relevant findings and recommendations submitted by the Juvenile Justice Data Working Group in their January 2016 final report. The plan shall, at minimum, include the following:

(1) An overall description of the goals of the new data system.

(2) A description of all data elements proposed to be captured by the new system, including, but not limited to, all of the following:

(A) All data elements currently capture by JCPSS that are to be retained.

(B) Data and outcome measures needed to produce, at minimum, recidivism reports for youth organized by age, gender identity, race, ethnicity, and other demographic factors.

(C) Data and outcome measures needed to document caseload and placement changes due to the realignment of the state Division of Juvenile Justice to counties.

(D) How the revised system will document all of the following:

(i) Subsequent referrals to the justice system for violations of probation and warrants.

(ii) The use of preadjudication and postadjudication detention, including length of stay.

(iii) The use of detention alternatives, such as electronic monitoring, house arrest, or home supervision.

(iv) Dispositional placement outcomes by facility type, including length of stay in facilities. "Facility type" includes juvenile halls, group homes, foster care, county camp or ranch, and local facilities developed as an alternative to Division of Juvenile Justice facilities.

(3) The use of individual unique identifiers.

(4) An analysis of what features must be included to allow users to access and analyze data easily through standard or customized reports, and an analysis of how system data can be made publicly available on the department's internet website.

(5) A discussion of how the new system can be designed to ensure that it may be modified in the future to reflect relevant changes to the juvenile justice system.

(6) An analysis of how this new system may impact state and local agencies that provide the department with data for inclusion in JCPSS, including an assessment of how state and local data systems may need to be modified to ensure that comprehensive and high-quality data is collected and transmitted to the department.

(7) Major challenges or obstacles, if any, to implementing a new system and recommendations for addressing those challenges.

(8) A cost estimate or estimates for the new system and for implementing and funding a new system. These recommendations may include, but are not limited to, a phased implementation approach, providing various options based on a system with differing data capabilities, or providing funding recommendations based on specific system components.

(10) A projected implementation timeline.

(d) The plan shall also include an assessment of the operational and fiscal feasibility of including both of the following capacities in the new system:

(1) Adult court dispositions of youth.

(2) Youth development and wellness data including, but not limited to, education attainment, employment, mental health, housing, family connections, foster care, and other wellness outcomes as recommended by the Juvenile Justice Data Working Group in their January 2016 final report.

**SEC. 16.** Section 207.1 of the Welfare and Institutions Code is amended to read:

**207.1.** (a) A court, judge, referee, peace officer, or employee of a detention facility shall not knowingly detain any minor in a jail or lockup, unless otherwise permitted by any other law.

(b) (1) A minor 14 years of age or older who is taken into temporary custody by a peace officer on the basis of being a person described by Section 602, and who, in the reasonable belief of the peace officer, presents a serious security risk of harm to self or others, may be securely detained in a law enforcement facility that contains a lockup for adults, if all of the following conditions are met:

(A) The minor is held in temporary custody for the purpose of investigating the case, facilitating release of the minor to a parent or guardian, or arranging transfer of the minor to an appropriate juvenile facility.

(B) The minor is detained in the law enforcement facility for a period that does not exceed six hours except as provided in subdivision (d).

(C) The minor is informed at the time the minor is securely detained of the purpose of the secure detention, of the length of time the secure detention is expected to last, and of the maximum six-hour period the secure detention is authorized to last. In the event an extension is granted pursuant to subdivision (d), the minor shall be informed of the length of time the extension is expected to last.

(D) Contact between the minor and adults confined in the facility is restricted in accordance with Section 208.

(E) The minor is adequately supervised.

(F) A log or other written record is maintained by the law enforcement agency showing the offense that is the basis for the secure detention of the minor in the facility, the reasons and circumstances forming the basis for the decision to place the minor in secure detention, and the length of time the minor was securely detained.

(2) Any other minor, other than a minor to which paragraph (1) applies, who is taken into temporary custody by a peace officer on the basis that the minor is a person described by Section 602 may be taken to a law enforcement facility that contains a lockup for adults and may be held in temporary custody in the facility for the purposes of investigating the case, facilitating the release of the minor to a parent or guardian, or arranging for the transfer of the minor to an appropriate juvenile facility. While in the law enforcement facility, the minor may not be securely detained and shall be supervised in a manner so as to ensure that there will be no contact with adults in custody in the facility. If the minor is held in temporary, nonsecure custody within the facility, the peace officer shall exercise one of the dispositional options authorized by Sections 626 and 626.5 without unnecessary delay and, in every case, within six hours.

(3) "Law enforcement facility," as used in this subdivision, includes a police station or a sheriff's station, but does not include a jail, as defined in subdivision (g).

(c) The Board of State and Community Corrections shall assist law enforcement agencies, probation departments, and courts with the implementation of this section by doing all of the following:

(1) The board shall advise each law enforcement agency, probation department, and court affected by this section as to its existence and effect.

(2) The board shall make available and, upon request, shall provide, technical assistance to each governmental agency that reported the confinement of a minor in a jail or lockup in calendar year 1984 or 1985. The purpose of this technical assistance is to develop alternatives to the use of jails or lockups for the confinement of minors. These alternatives may include secure or nonsecure facilities located apart from an existing jail or lockup, improved transportation or access to juvenile halls or other juvenile facilities, and other programmatic alternatives recommended by the board. The technical assistance shall take any form the board deems appropriate for effective compliance with this section.

(d) (1) (A) Under the limited conditions of inclement weather, acts of God, or natural disasters that result in the temporary unavailability of transportation, an extension of the six-hour maximum period of detention set forth in paragraph (2) of subdivision(b) may be granted to a county by the Board of Corrections. The extension may be granted only by the board, on an individual, case-by-case basis. If the extension is granted, the detention of minors under those conditions shall not exceed the duration of the special conditions, plus a period reasonably necessary to accomplish transportation of the minor to a suitable juvenile facility, not to exceed six hours after the restoration of available transportation.

(B) A county that receives an extension under this paragraph shall comply with the requirements set forth in subdivision (b). The county also shall provide a written report to the board that specifies when the inclement weather, act of God, or natural disaster ceased to exist, when transportation availability was restored, and when the minor was delivered to a suitable juvenile facility. If the minor was detained in excess of 24 hours, the board shall verify the information contained in the report.

(2) Under the limited condition of temporary unavailability of transportation, an extension of the six-hour maximum period of detention set forth in paragraph (2) of subdivision(b) may be granted by the board to an offshore law enforcement facility. The extension may be granted only by the board, on an individual, case-by-case basis. If the extension is granted, the detention of minors under those conditions shall extend only until the next available mode of transportation can be arranged.

An offshore law enforcement facility that receives an extension under this paragraph shall comply with the requirements set forth in subdivision (b). The facility also shall provide a written report to the board that specifies when the next mode of transportation became available, and when the minor was delivered to a suitable juvenile facility. If the minor was detained in excess of 24 hours, the board shall verify the information contained in the report.

(3) At least annually, the board shall review and report on extensions sought and granted under this subdivision. If, upon that review, the board determines that a county has sought one or more extensions resulting in the excessive confinement of minors in adult facilities, or that a county is engaged in a pattern and practice of seeking extensions, it shall require the county to submit a detailed explanation of the reasons for the extensions sought and an assessment of the need for a conveniently located and suitable juvenile facility. Upon receiving this information, the board shall make available, and the county shall accept, technical assistance for the purpose of developing suitable alternatives to the confinement of minors in adult lockups.

(e) Any county that did not have a juvenile hall on January 1, 1987, may establish a special purpose juvenile hall, as defined by the Board of Corrections, for the detention of minors for a period not to exceed 96 hours. Any county that had a juvenile hall on January 1, 1987, also may establish, in addition to the juvenile hall, a special purpose juvenile hall. The board shall prescribe minimum standards for that type of facility.

(f) No part of a building or a building complex that contains a jail may be converted or utilized as a secure juvenile facility unless all of the following criteria are met:

(1) The juvenile facility is physically, or architecturally, separate and apart from the jail or lockup such that there could be no contact between juveniles and incarcerated adults.

(2) Sharing of nonresidential program areas only occurs where there are written policies and procedures that assure that there is time-phased use of those areas that prevents contact between juveniles and incarcerated adults.

(3) The juvenile facility has a dedicated and separate staff from the jail or lockup, including management, security, and direct care staff. Staff who provide specialized services such as food, laundry, maintenance,



engineering, or medical services, who are not normally in contact with detainees, or whose infrequent contacts occur under conditions of separation of juveniles and adults, may serve both populations.

(4) The juvenile facility complies with all applicable state and local statutory, licensing, and regulatory requirements for juvenile facilities of its type.

(g) (1) "Jail," as used in this chapter, means a locked facility administered by a law enforcement or governmental agency, the purpose of which is to detain adults who have been charged with violations of criminal law and are pending trial, or to hold convicted adult criminal offenders sentenced for less than one year.

(2) "Lockup," as used in this chapter, means any locked room or secure enclosure under the control of a sheriff or other peace officer that is primarily for the temporary confinement of adults upon arrest.

(3) "Offshore law enforcement facility," as used in this section, means a sheriff's station containing a lockup for adults that is located on an island located at least 22 miles from the California coastline.

(h) This section shall not be deemed to prevent a peace officer or employee of an adult detention facility or jail from escorting a minor into the detention facility or jail for the purpose of administering an evaluation, test, or chemical test pursuant to Section 23157 of the Vehicle Code, if all of the following conditions are met:

(1) The minor is taken into custody by a peace officer on the basis of being a person described by Section 602 and there is no equipment for the administration of the evaluation, test, or chemical test located at a juvenile facility within a reasonable distance of the point where the minor was taken into custody.

(2) The minor is not locked in a cell or room within the adult detention facility or jail, is under the continuous, personal supervision of a peace officer or employee of the detention facility or jail, and is not permitted to come in contact or remain in contact with in-custody adults.

(3) The evaluation, test, or chemical test administered pursuant to Section 23157 of the Vehicle Code is performed as expeditiously as possible, so that the minor is not delayed unnecessarily within the adult detention facility or jail. Upon completion of the evaluation, test, or chemical test, the minor shall be removed from the detention facility or jail as soon as reasonably possible. A minor shall not be held in custody in an adult detention facility or jail under the authority of this paragraph in excess of two hours.

**SEC. 17.** Section 207.2 of the Welfare and Institutions Code is amended to read:

**207.2.** A minor who is held in temporary custody in a law enforcement facility that contains a lockup for adults pursuant to subdivision (b) of Section 207.1 may be released to a parent, guardian, or responsible relative by the law enforcement agency operating the facility, or may at the discretion of the law enforcement agency be released into their own custody, provided that a minor released into their own custody is furnished, upon request, with transportation to their home or to the place where the minor was taken into custody.

**SEC. 18.** Section 207.6 of the Welfare and Institutions Code is repealed.

**SEC. 19.** Section 208.5 of the Welfare and Institutions Code is repealed.

**SEC. 20.** Section 208.5 is added to the Welfare and Institutions Code, to read:

**208.5.** (a) Notwithstanding any other law, any person whose case originated in juvenile court shall remain, if the person is held in secure detention, in a county juvenile facility until the person attains 25 years of age, except as provided in subdivisions (b) and (c) of this section and paragraph (4) of subdivision (a) of Section 731. This section is not intended to authorize confinement in a juvenile facility where authority would not otherwise exist.

(b) The probation department may petition the court to house a person who is 19 years of age or older in an adult facility, including a jail or other facility established for the purpose of confinement of adults.

(c) Upon receipt of a petition to house a person who is 19 years of age or older in an adult facility, the court shall hold a hearing. There shall be a rebuttable presumption that the person will be retained in a juvenile facility. At the hearing, the court shall determine whether the person will be moved to an adult facility, and make written findings of its decision based on the totality of the following criteria:

(1) The impact of being held in an adult facility on the physical and mental health and well-being of the person.

(2) The benefits of continued programming at the juvenile facility and whether required education and other services called for in any juvenile court disposition or otherwise required by law or court order can be provided in the adult facility.

(3) The capacity of the adult facility to separate younger and older people as needed and to provide them with safe and age-appropriate housing and program opportunities.

(4) The capacity of the juvenile facility to provide needed separation of older from younger people given the youth currently housed in the facility.

(5) Evidence demonstrating that the juvenile facility is unable to currently manage the person's needs without posing a significant danger to staff or other youth in the facility.

(d) If a person who is 18 to 24 years of age, inclusive, is removed from a juvenile facility pursuant to this section, upon the motion of any party and a showing of changed circumstances, the court shall consider the criteria in subdivision (c) and determine whether the person should be housed at a juvenile facility.

(e) A person who is 19 years of age or older and who has been committed to a county juvenile facility or a facility of a contracted entity shall remain in the facility and shall not be subject to a petition for transfer to an adult facility. This section is not intended to authorize or extend confinement in a juvenile facility where authority would not otherwise exist.

**SEC. 21.** Section 209 of the Welfare and Institutions Code is amended to read:

**209.** (a) (1) The judge of the juvenile court of a county, or, if there is more than one judge, any of the judges of the juvenile court shall, at least annually, inspect any jail, juvenile hall, or special purpose juvenile hall that, in the preceding calendar year, was used for confinement, for more than 24 hours, of any minor.

(2) The judge shall promptly notify the operator of the jail, juvenile hall, or special purpose juvenile hall of any observed noncompliance with minimum standards for juvenile facilities adopted by the Board of State and Community Corrections under Section 210. Based on the facility's subsequent compliance with the provisions of subdivisions (d) and (e), the judge shall thereafter make a finding whether the facility is a suitable place for the confinement of minors and shall note the finding in the minutes of the court.

(3) The Board of State and Community Corrections shall conduct a biennial inspection of each jail, juvenile hall, lockup, or special purpose juvenile hall situated in this state that, during the preceding calendar year, was used for confinement, for more than 24 hours, of any minor. The board shall promptly notify the operator of any jail, juvenile hall, lockup, or special purpose juvenile hall of any noncompliance found, upon inspection, with any of the minimum standards for juvenile facilities adopted by the Board of State and Community Corrections under Section 210 or 210.2.

(4) If either a judge of the juvenile court or the board, after inspection of a jail, juvenile hall, special purpose juvenile hall, or lockup, finds that it is not being operated and maintained as a suitable place for the confinement of minors, the juvenile court or the board shall give notice of its finding to all persons having authority to confine minors pursuant to this chapter and commencing 60 days thereafter the facility shall not be used for confinement of minors until the time the judge or board, as the case may be, finds, after reinspection of the facility that the conditions that rendered the facility unsuitable have been remedied, and the facility is a suitable place for confinement of minors.

(5) The custodian of each jail, juvenile hall, special purpose juvenile hall, and lockup shall make any reports as may be requested by the board or the juvenile court to effectuate the purposes of this section.

(b) (1) The Board of State and Community Corrections may inspect any law enforcement facility that contains a lockup for adults and that it has reason to believe may not be in compliance with the requirements of subdivision (b) of Section 207.1 or with the certification requirements or standards adopted under Section 210.2. A judge of the juvenile court shall conduct an annual inspection, either in person or through a delegated member of the appropriate county or regional juvenile justice commission, of any law enforcement facility that contains a lockup for adults which, in the preceding year, was used for the secure detention of any minor. If the law enforcement facility is observed, upon inspection, to be out of compliance with the requirements of subdivision (b) of Section 207.1, or with any standard adopted under Section 210.2, the board or the judge shall promptly notify the operator of the law enforcement facility of the specific points of noncompliance.

(2) If either the judge or the board finds after inspection that the facility is not being operated and maintained in conformity with the requirements of subdivision (b) of Section 207.1 or with the certification requirements or standards adopted under Section 210.2, the juvenile court or the board shall give notice of its finding to all persons having authority to securely detain minors in the facility, and, commencing 60 days thereafter, the facility shall not be used for the secure detention of a minor until the time the judge or the board, as the case may be, finds, after reinspection, that the conditions that rendered the facility unsuitable have been remedied, and the facility is a suitable place for the confinement of minors in conformity with all requirements of law.

(3) The custodian of each law enforcement facility that contains a lockup for adults shall make any report as may be requested by the board or by the juvenile court to effectuate the purposes of this subdivision.

(c) The board shall collect biennial data on the number, place, and duration of confinements of minors in jails and lockups, as defined in subdivision (g) of Section 207.1, and shall publish biennially this information in the form as it deems appropriate for the purpose of providing public information on continuing compliance with the requirements of Section 207.1.

(d) Except as provided in subdivision (e), a juvenile hall, special purpose juvenile hall, law enforcement facility, or jail shall be unsuitable for the confinement of minors if it is not in compliance with one or more of the minimum standards for juvenile facilities adopted by the Board of State and Community Corrections under Section 210 or 210.2, and if, within 60 days of having received notice of noncompliance from the board or the judge of the juvenile court, the juvenile hall, special purpose juvenile hall, law enforcement facility, or jail has failed to file an approved corrective action plan with the Board of State and Community Corrections to correct the condition or conditions of noncompliance of which it has been notified. The corrective action plan shall outline how the juvenile hall, special purpose juvenile hall, law enforcement facility, or jail plans to correct the issue of noncompliance and give a reasonable timeframe, not to exceed 90 days, for resolution, that the board shall either approve or deny. In the event the juvenile hall, special purpose juvenile hall, law enforcement facility, or jail fails to meet its commitment to resolve noncompliance issues outlined in its corrective action plan, the board shall make a determination of suitability at its next scheduled meeting.

(e) If a juvenile hall is not in compliance with one or more of the minimum standards for juvenile facilities adopted by the Board of State and Community Corrections under Section 210, and where the noncompliance arises from sustained occupancy levels that are above the population capacity permitted by applicable minimum standards, the juvenile hall shall be unsuitable for the confinement of minors if the board or the judge of the juvenile court determines that conditions in the facility pose a serious risk to the health, safety, or welfare of minors confined in the facility. In making its determination of suitability, the board or the judge of the juvenile court shall consider, in addition to the noncompliance with minimum standards, the totality of conditions in the juvenile hall, including the extent and duration of overpopulation as well as staffing, program, physical plant, and medical and mental health care conditions in the facility. The Board of State and Community Corrections may develop guidelines and procedures for its determination of suitability in accordance with this subdivision and to assist counties in bringing their juvenile halls into full compliance with applicable minimum standards. This subdivision shall not be interpreted to exempt a juvenile hall from having to correct, in accordance with subdivision (d), any minimum standard violations that are not directly related to overpopulation of the facility.

(f) In accordance with the federal Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. Sec. 5601 et seq.), the Corrections Standards Authority shall inspect and collect relevant data from any facility that may be used for the secure detention of minors.

(g) All reports and notices of findings prepared by the Board of State and Community Corrections pursuant to this section shall be posted on the Board of State and Community Corrections' internet website in a manner in which they are accessible to the public.

**SEC. 22.** Section 210.2 of the Welfare and Institutions Code is amended to read:

**210.2.** (a) The Board of Corrections shall adopt regulations establishing standards for law enforcement facilities which contain lockups for adults and which are used for the temporary, secure detention of minors upon arrest under subdivision (b) of Section 207.1. The standards shall identify appropriate conditions of confinement for minors in law enforcement facilities, including standards for places within a police station or sheriff's station where minors may be securely detained; standards regulating contact between minors and adults in custody in lockup, booking, or common areas; standards for the supervision of minors securely detained in these facilities; and any other related standard as the board deems appropriate to effectuate compliance with subdivision (b) of Section 207.1.

(b) Every person in charge of a law enforcement facility which contains a lockup for adults and which is used in any calendar year for the secure detention of any minor shall certify annually that the facility is in conformity with the regulations adopted by the board under subdivision (a). The certification shall be endorsed by the sheriff or chief of police of the jurisdiction in which the facility is located and shall be forwarded to and maintained by the board. The board may provide forms and instructions to local jurisdictions to facilitate compliance with this requirement.

**SEC. 23.** Section 607 of the Welfare and Institutions Code is amended to read:

**607.** (a) The court may retain jurisdiction over a person who is found to be a ward or dependent child of the juvenile court until the ward or dependent child attains 21 years of age, except as provided in subdivisions (b), (c), and (d).

(b) The court may retain jurisdiction over a person who is found to be a person described in Section 602 by reason of the commission of an offense listed in subdivision (b) of Section 707, until that person attains 25 years of age if the person was committed to the Department of Corrections and Rehabilitation, Division of Juvenile Facilities.

(c) The court shall not discharge a person from its jurisdiction who has been committed to the Department of Corrections and Rehabilitation, Division of Juvenile Facilities while the person remains under the jurisdiction of the Department of Corrections and Rehabilitation, Division of Juvenile Facilities, including periods of extended control ordered pursuant to Section 1800.

(d) The court may retain jurisdiction over a person described in Section 602 by reason of the commission of an offense listed in subdivision (b) of Section 707, who has been confined in a state hospital or other appropriate public or private mental health facility pursuant to Section 702.3 until that person attains 25 years of age, unless the court that committed the person finds, after notice and hearing, that the person's sanity has been restored.

(e) The court may retain jurisdiction over a person while that person is the subject of a warrant for arrest issued pursuant to Section 663.

(f) Notwithstanding subdivisions (b) and (d), a person who is committed by the juvenile court to the Department of Corrections and Rehabilitation, Division of Juvenile Facilities on or after July 1, 2012, but before July 1, 2018, and who is found to be a person described in Section 602 by reason of the commission of an offense listed in subdivision (b) of Section 707 shall be discharged upon the expiration of a two-year period of control, or when the person attains 23 years of age, whichever occurs later, unless an order for further detention has been made by the committing court pursuant to Article 6 (commencing with Section 1800) of Chapter 1 of Division 2.5. This subdivision does not apply to a person who is committed to the Department of Corrections and Rehabilitation, Division of Juvenile Facilities, or to a person who is confined in a state hospital or other appropriate public or private mental health facility, by a court prior to July 1, 2012, pursuant to subdivisions (b) and (d).

(g) (1) Notwithstanding subdivision (f), a person who is committed by the juvenile court to the Department of Corrections and Rehabilitation, Division of Juvenile Facilities, on or after July 1, 2018, and who is found to be a person described in Section 602 by reason of the commission of an offense listed in subdivision (c) of Section 290.008 of the Penal Code or subdivision (b) of Section 707 of this code, shall be discharged upon the expiration of a two-year period of control, or when the person attains 23 years of age, whichever occurs later, unless an order for further detention has been made by the committing court pursuant to Article 6 (commencing with Section 1800) of Chapter 1 of Division 2.5.

(2) A person who, at the time of adjudication of a crime or crimes, would, in criminal court, have faced an aggregate sentence of seven years or more, shall be discharged upon the expiration of a two-year period of control, or when the person attains 25 years of age, whichever occurs later, unless an order for further detention has been made by the committing court pursuant to Article 6 (commencing with Section 1800) of Chapter 1 of Division 2.5.

(3) This subdivision does not apply to a person who is committed to the Department of Corrections and Rehabilitation, Division of Juvenile Facilities, or to a person who is confined in a state hospital or other appropriate public or private mental health facility, by a court prior to July 1, 2018, as described in subdivision (f).

(h) The amendments to this section made by Chapter 342 of the Statutes of 2012 apply retroactively.

(i) This section does not change the period of juvenile court jurisdiction for a person committed to the Division of Juvenile Facilities prior to July 1, 2018.

(j) This section shall become inoperative on July 1, 2021, and, as of January 1, 2022, is repealed.

**SEC. 24.** Section 607 is added to the Welfare and Institutions Code, to read:

**607.** (a) The court may retain jurisdiction over a person who is found to be a ward or dependent child of the juvenile court until the ward or dependent child attains 21 years of age, except as provided in subdivisions (b), (c), and (d).

(b) The court may retain jurisdiction over a person who is found to be a person described in Section 602 by reason of the commission of an offense listed in subdivision (b) of Section 707, until that person attains 23 years of age, subject to the provisions of subdivision (c).

(c) The court may retain jurisdiction over a person who is found to be a person described in Section 602 by reason of the commission of an offense listed in subdivision (b) of Section 707 until that person attains 25 years of age if the person, at the time of adjudication of a crime or crimes, would, in criminal court, have faced an aggregate sentence of seven years or more.

(d) The court shall not discharge a person from its jurisdiction who has been committed to the Department of Corrections and Rehabilitation, Division of Juvenile Justice while the person remains under the jurisdiction of the Department of Corrections and Rehabilitation, Division of Juvenile Justice, including periods of extended control ordered pursuant to Section 1800.

(e) The court may retain jurisdiction over a person described in Section 602 by reason of the commission of an offense listed in subdivision (b) of Section 707, who has been confined in a state hospital or other appropriate public or private mental health facility pursuant to Section 702.3 until that person attains 25 years of age, unless the court that committed the person finds, after notice and hearing, that the person's sanity has been restored.

(f) The court may retain jurisdiction over a person while that person is the subject of a warrant for arrest issued pursuant to Section 663.

(g) Notwithstanding subdivisions (b) and (d), a person who is committed by the juvenile court to the Department of Corrections and Rehabilitation, Division of Juvenile Justice on or after July 1, 2012, but before July 1, 2018, and who is found to be a person described in Section 602 by reason of the commission of an offense listed in subdivision (b) of Section 707 shall be discharged upon the expiration of a two-year period of control, or when the person attains 23 years of age, whichever occurs later, unless an order for further detention has been made by the committing court pursuant to Article 6 (commencing with Section 1800) of Chapter 1 of Division 2.5. This subdivision does not apply to a person who is committed to the Department of Corrections and Rehabilitation, Division of Juvenile Justice, or to a person who is confined in a state hospital or other appropriate public or private mental health facility, by a court prior to July 1, 2012, pursuant to subdivisions (b) and (d).

(h) (1) Notwithstanding subdivision (f), a person who is committed by the juvenile court to the Department of Corrections and Rehabilitation, Division of Juvenile Facilities, on or after July 1, 2018, and who is found to be a person described in Section 602 by reason of the commission of an offense listed in subdivision (c) of Section 290.008 of the Penal Code or subdivision (b) of Section 707 of this code, shall be discharged upon the expiration of a two-year period of control, or when the person attains 23 years of age, whichever occurs later, unless an order for further detention has been made by the committing court pursuant to Article 6 (commencing with Section 1800) of Chapter 1 of Division 2.5.

(2) A person who, at the time of adjudication of a crime or crimes, would, in criminal court, have faced an aggregate sentence of seven years or more, shall be discharged upon the expiration of a two-year period of control, or when the person attains 25 years of age, whichever occurs later, unless an order for further detention has been made by the committing court pursuant to Article 6 (commencing with Section 1800) of Chapter 1 of Division 2.5.

(3) This subdivision does not apply to a person who is committed to the Department of Corrections and Rehabilitation, Division of Juvenile Facilities, or to a person who is confined in a state hospital or other appropriate public or private mental health facility, by a court prior to July 1, 2018, as described in subdivision (f).

(i) The amendments to this section made by Chapter 342 of the Statutes of 2012 apply retroactively.

(j) This section does not change the period of juvenile court jurisdiction for a person committed to the Division of Juvenile Facilities prior to July 1, 2018.

(k) This section shall become operative July 1, 2021.

**SEC. 25.** Section 707.1 of the Welfare and Institutions Code is amended to read:

**707.1.** (a) If, pursuant to a transfer hearing, the minor's case is transferred from juvenile court to a court of criminal jurisdiction, the district attorney or other appropriate prosecuting officer may file an accusatory pleading against the minor in a court of criminal jurisdiction. The case shall proceed from that point according to the laws applicable to a criminal case. If a prosecution has been commenced in another court but has been suspended while juvenile court proceedings are being held, it shall be ordered that the proceedings upon that prosecution shall resume.

(b) A minor whose case is transferred to a court of criminal jurisdiction shall, upon the conclusion of the transfer hearing, be entitled to release on bail or on their own recognizance on the same circumstances, terms, and conditions as an adult alleged to have committed the same offense.

**SEC. 26.** Section 730 of the Welfare and Institutions Code is amended to read:

**730.** (a) When a minor is adjudged a ward of the court on the ground that they are a person described by Section 602, the court may order any of the types of treatment referred to in Section 727, and as an additional alternative, may commit the minor to a juvenile home, ranch, camp, or forestry camp. If there is no county juvenile home, ranch, camp, or forestry camp within the county, the court may commit the minor to the county juvenile hall.

(b) When a ward described in subdivision (a) is placed under the supervision of the probation officer or committed to the care, custody, and control of the probation officer, the court may make any and all reasonable orders for the conduct of the ward including the requirement that the ward go to work and earn money for the support of their dependents or to effect reparation and in either case that the ward keep an account of their earnings and report the same to the probation officer and apply these earnings as directed by the court. The court may impose and require any and all reasonable conditions that it may determine fitting and proper to the end that justice may be done and the reformation and rehabilitation of the ward enhanced.

(c) When a ward described in subdivision (a) is placed under the supervision of the probation officer or committed to the care, custody, and control of the probation officer, and is required as a condition of probation to participate in community service or graffiti cleanup, the court may impose a condition that if the minor unreasonably fails to attend or unreasonably leaves prior to completing the assigned daily hours of community service or graffiti cleanup, a law enforcement officer may take the minor into custody for the purpose of returning the minor to the site of the community service or graffiti cleanup.

(d) When a minor is adjudged or continued as a ward of the court on the ground that the minor is a person described by Section 602 by reason of the commission of rape, sodomy, oral copulation, or an act of sexual penetration specified in Section 289 of the Penal Code, the court shall order the minor to complete a sex offender treatment program, if the court determines, in consultation with the county probation officer, that suitable programs are available. In determining what type of treatment is appropriate, the court shall consider all of the following: the seriousness and circumstances of the offense, the vulnerability of the victim, the minor's criminal history and prior attempts at rehabilitation, the sophistication of the minor, the threat to public safety, the minor's likelihood of reoffending, and any other relevant information presented. If ordered by the court to complete a sex offender treatment program, the minor shall pay all or a portion of the reasonable costs of the sex offender treatment program after a determination is made of the ability of the minor to pay.

(e) This section shall remain in effect only until July 1, 2021, and as of that date is repealed.

**SEC. 27.** Section 730 is added to the Welfare and Institutions Code, to read:

**730.** (a) (1) When a minor is adjudged a ward of the court on the ground that they are a person described by Section 602, the court may order any of the types of treatment referred to in Section 727, and as an additional alternative, may commit the minor to a juvenile home, ranch, camp, or forestry camp. If there is no county juvenile home, ranch, camp, or forestry camp within the county, the court may commit the minor to the county juvenile hall. In addition, the court may also make any of the following orders:

(A) Order the ward to make restitution, to pay a fine up to two hundred fifty dollars (\$250) for deposit in the county treasury if the court finds that the minor has the financial ability to pay the fine, or to participate in uncompensated work programs.

(B) Commit the ward to a sheltered-care facility.

(C) Order that the ward and the ward's family or guardian participate in a program of professional counseling as arranged and directed by the probation officer as a condition of continued custody of the ward.

(2) A court shall not commit a juvenile to any juvenile facility for a period that exceeds the middle term of imprisonment that could be imposed upon an adult convicted of the same offense.

(b) When a ward described in subdivision (a) is placed under the supervision of the probation officer or committed to the care, custody, and control of the probation officer, the court may make any and all reasonable orders for the conduct of the ward including the requirement that the ward go to work and earn money for the support of the ward's dependents or to effect reparation and in either case that the ward keep an account of the ward's earnings and report the same to the probation officer and apply these earnings as directed by the court. The court may impose and require any and all reasonable conditions that it may determine fitting and proper to the end that justice may be done and the reformation and rehabilitation of the ward enhanced.

(c) When a ward described in subdivision (a) is placed under the supervision of the probation officer or committed to the care, custody, and control of the probation officer, and is required as a condition of probation to participate in community service or graffiti cleanup, the court may impose a condition that if the minor unreasonably fails to attend or unreasonably leaves prior to completing the assigned daily hours of community service or graffiti cleanup, a law enforcement officer may take the minor into custody for the purpose of returning the minor to the site of the community service or graffiti cleanup.

(d) When a minor is adjudged or continued as a ward of the court on the ground that the ward is a person described by Section 602 by reason of the commission of rape, sodomy, oral copulation, or an act of sexual penetration specified in Section 289 of the Penal Code, the court shall order the minor to complete a sex offender treatment program, if the court determines, in consultation with the county probation officer, that suitable programs are available. In determining what type of treatment is appropriate, the court shall consider all of the following: the seriousness and circumstances of the offense, the vulnerability of the victim, the minor's criminal history and prior attempts at rehabilitation, the sophistication of the minor, the threat to public safety, the minor's likelihood of reoffending, and any other relevant information presented. If ordered by the court to complete a sex offender treatment program, the minor shall pay all or a portion of the reasonable costs of the sex offender treatment program after a determination is made of the ability of the minor to pay.

(e) This section shall become operative July 1, 2021.

**SEC. 28.** Section 731 of the Welfare and Institutions Code is amended to read:

**731.** (a) If a minor is adjudged a ward of the court on the ground that the minor is a person described by Section 602, the court may order any of the types of treatment referred to in Sections 727 and 730 and, in addition, may do any of the following:

(1) Order the ward to make restitution, to pay a fine up to two hundred fifty dollars (\$250) for deposit in the county treasury if the court finds that the minor has the financial ability to pay the fine, or to participate in uncompensated work programs.

(2) Commit the ward to a sheltered-care facility.

(3) Order that the ward and the ward's family or guardian participate in a program of professional counseling as arranged and directed by the probation officer as a condition of continued custody of the ward.

(4) Commit the ward to the Department of Corrections and Rehabilitation, Division of Juvenile Facilities, if the ward has committed an offense described in subdivision (b) of Section 707 or subdivision (c) of Section 290.008 of the Penal Code, and is not otherwise ineligible for commitment to the division under Section 733.

(b) The Division of Juvenile Facilities shall notify the Department of Finance when a county recalls a ward pursuant to Section 731.1. The division shall provide the department with the date the ward was recalled and the number of months the ward has served in a state facility. The division shall provide this information in the format prescribed by the department and within the timeframes established by the department.

(c) A ward committed to the Division of Juvenile Justice shall not be confined in excess of the term of confinement set by the committing court. The court shall set a maximum term based upon the facts and circumstances of the matter or matters that brought or continued the ward under the jurisdiction of the court and as deemed appropriate to achieve rehabilitation. The court shall not commit a ward to the Division of Juvenile Justice for a period that exceeds the middle term of imprisonment that could be imposed upon an adult convicted of the same offense. This subdivision does not limit the power of the Board of Juvenile Hearings to discharge a ward committed to the Division of Juvenile Justice pursuant to Sections 1719 and 1769. Upon discharge, the committing court may retain jurisdiction of the ward pursuant to Section 607.1 and establish the conditions of supervision pursuant to subdivision (b) of Section 1766.

(d) This section shall become inoperative on July 1, 2021, and, as of January 1, 2022, is repealed.

**SEC. 29.** Section 733.1 is added to the Welfare and Institutions Code, to read:

**733.1.** (a) Notwithstanding any other law, except as otherwise provided in this section, a ward of the juvenile court shall not be committed to the Department of Corrections and Rehabilitation, Division of Juvenile Justice on or after July 1, 2021.

(b) A court may commit a ward to the Department of Corrections and Rehabilitation, Division of Juvenile Justice as authorized in subdivision (c) of Section 736.5.

(c) Effective July 1, 2021, a person adjudged a ward of the court pursuant to Section 602, shall not be committed to the Department of Corrections and Rehabilitation, Division of Juvenile Justice, as long as allocations required by Section 1991 are authorized in statute and disbursed by September 1, 2021, and September 1 annually thereafter. To the extent that the allocations required by Section 1991 are not authorized in statute and disbursed annually thereafter, it is the intent of this section that wards adjudged wards of the court pursuant to Section 602 for an offense described in subdivision (b) of Section 707 of this code or subdivision (c) of Section 290.008 of the Penal Code may be committed to a state-funded facility pursuant to Sections 731, 733, and 734. For the purpose of determining the state's compliance with this subdivision, the presumption shall be that the state is meeting its commitment in Section 1991 if that section is not materially changed from the law in effect on the operative date of this section.

**SEC. 30.** Section 736.5 is added to the Welfare and Institutions Code, to read:

**736.5.** (a) It is the intent of the Legislature to close the Division of Juvenile Justice within the Department of Corrections and Rehabilitation, through shifting responsibility for all youth adjudged a ward of the court, commencing July 1, 2021, to county governments and providing annual funding for county governments to fulfill this new responsibility.

(b) Beginning July 1, 2021, a ward shall not be committed to the Department of Corrections and Rehabilitation, Division of Juvenile Justice, except as described in subdivision (c).

(c) Pending the final closure of the Department of Corrections and Rehabilitation, Division of Juvenile Justice, a court may commit a ward who is otherwise eligible to be committed under existing law and in whose case a motion to transfer the minor from juvenile court to a court of criminal jurisdiction was filed.

(d) All wards committed to the Department of Corrections and Rehabilitation, Division of Juvenile Justice prior to July 1, 2021 or pursuant to (c), shall remain within its custody until the ward is discharged, released or otherwise moved pursuant to law.

(e) It is the intent of the Legislature to establish a separate dispositional track for higher-need youth by March 1, 2021. The framework for consideration shall be the processes laid out in Section 30 of Senate Bill 823 as amended on August 24, 2020.

**SEC. 31.** Section 912 of the Welfare and Institutions Code is amended to read:

**912.** (a) A county from which a person is committed to the Department of Corrections and Rehabilitation, Division of Juvenile Facilities, shall pay to the state an annual rate of twenty-four thousand dollars (\$24,000) while the person remains in an institution under the direct supervision of the division, or in an institution, boarding home, foster home, or other private or public institution in which the person is placed by the division, and cared for and supported at the expense of the division, as provided in this subdivision. This subdivision applies to a person who is committed to the division by a juvenile court on or after July 1, 2012.



The Department of Corrections and Rehabilitation, Division of Juvenile Facilities, shall present to the county, not more frequently than monthly, a claim for the amount due to the state under this subdivision, which the county shall process and pay pursuant to Chapter 4 (commencing with Section 29700) of Division 3 of Title 3 of the Government Code.

(b) A county from which a person is committed to the Department of Corrections and Rehabilitation, Division of Juvenile Facilities, on or after July 1, 2018, shall pay to the state an annual rate of twenty-four thousand dollars (\$24,000) for the time the person remains in an institution under the direct supervision of the division, or in an institution, boarding home, foster home, or other private or public institution in which the person is placed by the division, and cared for and supported at the expense of the division, as provided in this subdivision. A county shall not pay the annual rate of twenty-four thousand dollars (\$24,000) for a person who is 23 years of age or older. This subdivision applies to a person committed to the division by a juvenile court on or after July 1, 2018.

(c) A county from which a person is committed to the Department of Corrections and Rehabilitation, Division of Juvenile Justice, on or after July 1, 2021, shall pay to the state an annual rate of one-hundred and twenty-five thousand dollars (\$125,000) for the time the person remains in an institution under the direct supervision of the division, or in an institution, boarding home, foster home, or other private or public institution in which the person is placed by the division, and cared for and supported at the expense of the division, as provided in this subdivision. A county shall not pay the annual rate of one-hundred and twenty-five thousand dollars (\$125,000) for a person who is 23 years of age or older. This subdivision applies to a person committed to the division by a juvenile court on or after July 1, 2021.

(d) Consistent with Article 1 (commencing with Section 6024) of Chapter 5 of Title 7 of Part 3 of the Penal Code, the Board of State and Community Corrections shall collect and maintain available information and data about the movement of juvenile offenders committed by a juvenile court and placed in any institution, boarding home, foster home, or other private or public institution in which they are cared for, supervised, or both, by the division or the county while they are on parole, probation, or otherwise.

**SEC. 32.** Section 1703 of the Welfare and Institutions Code, as added by Section 56 of Chapter 25 of the Statutes of 2019, is repealed.

**SEC. 33.** Section 1703 is added to the Welfare and Institutions Code, to read:

**1703.** As used in this chapter the following terms have the following meanings:

(a) "Public offenses" means public offenses as that term is defined in the Penal Code.

(b) "Court" includes any official authorized to impose sentence for a public offense.

(c) "Youth Authority," "Authority," "authority," or "division" means the Department of Corrections and Rehabilitation, Division of Juvenile Facilities.

(d) "Board" or "board" means the Board of Parole Hearings, until January 1, 2007, at which time "board" shall refer to the body created to hear juvenile parole matters under the jurisdiction of the Director of the Division of Juvenile Justice in the Department of Corrections and Rehabilitation.

(e) The masculine pronoun includes the feminine.

**SEC. 34.** Section 1710 of the Welfare and Institutions Code, as added by Section 58 of Chapter 25 of the Statutes of 2019, is repealed.

**SEC. 35.** Section 1710 is added to the Welfare and Institutions Code, to read:

**1710.** (a) Any reference to the Department of the Youth Authority in this code or any other code refers to the Department of Corrections and Rehabilitation, Division of Juvenile Justice.

(b) The Legislature finds and declares the following:

(1) The purpose of the Division of Juvenile Justice within the Department of Corrections and Rehabilitation is to protect society from the consequences of criminal activity by providing for the secure placement of youth, and to effectively and efficiently operate and manage facilities housing youthful offenders under the jurisdiction of the department, consistent with the purposes set forth in Section 1700.

(2) The purpose of the Division of Juvenile Programs within the Department of Corrections and Rehabilitation is to provide comprehensive education, training, treatment, and rehabilitative services to youthful offenders under the jurisdiction of the department, that are designed to promote community restoration, family ties, and victim restoration, and to produce youth who become law-abiding and productive members of society, consistent with the purposes set forth in Section 202.

(3) The purpose of the Division of Juvenile Parole Operations within the Department of Corrections and Rehabilitation is to monitor and supervise the reentry into society of youthful offenders under the jurisdiction of the department, and to promote the successful reintegration of youthful offenders into society, in order to reduce the rate of recidivism, thereby increasing public safety.

**SEC. 36.** Section 1711 of the Welfare and Institutions Code, as added by Section 60 of Chapter 25 of the Statutes of 2019, is repealed.

**SEC. 37.** Section 1711 is added to the Welfare and Institutions Code, to read:

**1711.** Any reference to the Director of the Youth Authority shall be to the Director of the Division of Juvenile Justice in the Department of Corrections and Rehabilitation, unless otherwise expressly provided.

**SEC. 38.** Section 1712 of the Welfare and Institutions Code, as added by Section 62 of Chapter 25 of the Statutes of 2019, is repealed.

**SEC. 39.** Section 1712 is added to the Welfare and Institutions Code, to read:

**1712.** (a) All powers, duties, and functions pertaining to the care and treatment of wards provided by any provision of law and not specifically and expressly assigned to the Juvenile Justice branch of the Department of Corrections and Rehabilitation, or to the Board of Parole Hearings, shall be exercised and performed by the Secretary of the Department of Corrections and Rehabilitation. The secretary shall be the appointing authority for all civil service positions of employment in the department. The secretary may delegate the powers and duties vested in the secretary by law, in accordance with Section 7.

(b) Commencing July 1, 2005, the secretary is authorized to make and enforce all rules appropriate to the proper accomplishment of the functions of the Division of Juvenile Facilities, Division of Juvenile Programs, and Division of Juvenile Parole Operations. The rules shall be promulgated and filed pursuant to Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2 of the Government Code, and shall, to the extent practical, be stated in language that is easily understood by the general public.

(c) The secretary shall maintain, publish, and make available to the general public, a compendium of rules and regulations promulgated by the department pursuant to this section.

(d) The following exceptions to the procedures specified in this section shall apply to the department:

(1) The department may specify an effective date that is any time more than 30 days after the rule or regulation is filed with the Secretary of State; provided that no less than 20 days prior to that effective date, copies of the rule or regulation shall be posted in conspicuous places throughout each institution and shall be mailed to all persons or organizations who request them.

(2) The department may rely upon a summary of the information compiled by a hearing officer; provided that the summary and the testimony taken regarding the proposed action shall be retained as part of the public record for at least one year after the adoption, amendment, or repeal.

**SEC. 40.** Section 1714 of the Welfare and Institutions Code, as added by Section 64 of Chapter 25 of the Statutes of 2019, is repealed.

**SEC. 41.** Section 1714 is added to the Welfare and Institutions Code, to read:

**1714.** The Secretary of the Department of Corrections and Rehabilitation may transfer persons confined in one institution or facility of the Division of Juvenile Justice to another. Proximity to family shall be one consideration in placement.

**SEC. 42.** Section 1731.5 of the Welfare and Institutions Code, as added by Section 66 of Chapter 25 of the Statutes of 2019, is repealed.

**SEC. 43.** Section 1731.5 is added to the Welfare and Institutions Code, to read:

**1731.5.** (a) After certification to the Governor as provided in this article, a court may commit to the Division of Juvenile Justice any person who meets all of the following:

(1) Is convicted of an offense described in subdivision (b) of Section 707 or subdivision (c) of Section 290.008 of the Penal Code.

(2) Is found to be less than 21 years of age at the time of apprehension.

(3) Is not sentenced to death, imprisonment for life, with or without the possibility of parole, whether or not pursuant to Section 190 of the Penal Code, imprisonment for 90 days or less, or the payment of a fine, or after having been directed to pay a fine, defaults in the payment thereof, and is subject to imprisonment for more than 90 days under the judgment.

(4) Is not granted probation, or was granted probation and that probation is revoked and terminated.

(b) The Division of Juvenile Justice shall accept a person committed to it pursuant to this article if it believes that the person can be materially benefited by its reformatory and educational discipline, and if it has adequate facilities to provide that care.

(c) A person under 18 years of age who is not committed to the division pursuant to this section may be transferred to the division by the Secretary of the Department of Corrections and Rehabilitation with the approval of the Director of the Division of Juvenile Justice. In sentencing a person under 18 years of age, the court may order that the person be transferred to the custody of the Division of Juvenile Justice pursuant to this subdivision. If the court makes this order and the division fails to accept custody of the person, the person shall be returned to court for resentencing. The transfer shall be solely for the purposes of housing the inmate, allowing participation in the programs available at the institution by the inmate, and allowing division parole supervision of the inmate, who, in all other aspects shall be deemed to be committed to the Department of Corrections and Rehabilitation and shall remain subject to the jurisdiction of the Secretary of the Department of Corrections and Rehabilitation and the Board of Parole Hearings. Notwithstanding subdivision (b) of Section 2900 of the Penal Code, the secretary, with the concurrence of the director, may designate a facility under the jurisdiction of the director as a place of reception for a person described in this subdivision. The director has the same powers with respect to an inmate transferred pursuant to this subdivision as if the inmate had been committed or transferred to the Division of Juvenile Justice either under the Arnold-Kennick Juvenile Court Law or subdivision (a). The duration of the transfer shall extend until any of the following occurs:

(1) The director orders the inmate returned to the Department of Corrections and Rehabilitation.

(2) The inmate is ordered discharged by the Board of Parole Hearings.

(3) The inmate reaches 18 years of age. However, if the inmate's period of incarceration would be completed on or before the inmate's 25th birthday, the director may continue to house the inmate until the period of incarceration is completed.

(d) The amendments to subdivision (c), as that subdivision reads on July 1, 2018, made by the act adding this subdivision, apply retroactively.

**SEC. 44.** Section 1752.2 of the Welfare and Institutions Code, as added by Section 70 of Chapter 25 of the Statutes of 2019, is repealed.

**SEC. 45.** Section 1752.2 is added to the Welfare and Institutions Code, to read:

**1752.2.** (a) The Division of Juvenile Justice, in partnership with the California Conservation Corps and participating certified local conservation corps, shall develop and establish a precorps transitional training program within the Division of Juvenile Justice. This program shall operate within a facility identified by the Division of Juvenile Justice, with partnering state and local conservation corps responsible for program content, delivery, and administration. This program shall provide participating Division of Juvenile Justice corps members with a training and development program to approximate the experience of serving in a conservation corps, and include opportunities for skill building, job readiness training, community service, and conservation activities. Training shall include, but is not limited to, transferable professional skills known as "soft skills," social emotional learning, transitional life skills, and conservation jobs skills. Division of Juvenile Justice participants who successfully complete program curriculum shall qualify for a paid full-time placement within a local community

corps program, and may be considered for a placement in the California Conservation Corps. This program shall be considered for expansion to additional Division of Juvenile Justice facilities if effective at reducing recidivism among participants.

(b) The Division of Juvenile Justice and the California Conservation Corps shall enter into an interagency agreement to implement this section. The agreement shall include input from participating certified local conservation corps.

**SEC. 46.** Section 1762 of the Welfare and Institutions Code, as added by Section 4 of Chapter 857 of the Statutes of 2019, is repealed.

**SEC. 47.** Section 1762 is added to the Welfare and Institutions Code, to read:

**1762.** (a) It is the intent of the Legislature that youth with a high school diploma or California high school equivalency certificate who are detained in, or committed to, a Division of Juvenile Justice facility shall have access to rigorous postsecondary academic and career technical education programs that fulfill the requirements for transfer to the University of California and the California State University and prepare them for career entry, respectively.

(b) (1) The Division of Juvenile Justice shall, to the extent feasible using available resources, ensure that youth with a high school diploma or California high school equivalency certificate who are detained in, or committed to, a Division of Juvenile Justice facility have access to, and can choose to participate in, public postsecondary academic and career technical courses and programs offered online, and for which they are eligible based on eligibility criteria and course schedules of the public postsecondary education campus providing the course or program. The division is also encouraged to develop other educational partnerships with local public postsecondary campuses, as is feasible, to provide programs on campus and onsite at the Division of Juvenile Justice facility.

(2) These programs shall be considered part of the current responsibilities of the Division of Juvenile Justice to provide and coordinate services for youth that enable the youth to be law-abiding and productive members of their families and communities.

(c) For purposes of this section, "youth" means any person detained in, or committed to, a Division of Juvenile Justice facility.

(d) This section does not preclude youth who have not yet completed their high school graduation requirements from concurrently participating in postsecondary academic and career technical education programs.

**SEC. 48.** Section 1955.2 is added to the Welfare and Institutions Code, to read:

**1955.2.** Notwithstanding subdivision (c) of Section 1731.5, when an individual under 18 years of age is convicted of an offense in superior court on or after July 1, 2021, and sentenced to state prison, that individual shall remain in a county juvenile facility until the individual reaches 18 years of age and may be transferred to state prison. The Department of Corrections and Rehabilitation shall pay a daily rate of six hundred fourteen dollars and forty-four cents (\$616.44) to a county for the number of days a qualifying individual is in a local juvenile facility. This section only applies once an individual has been convicted and is under 18 years of age. This section does not require the county of conviction to enter into a contract with the Department of Corrections and Rehabilitation for the care and custody of the individuals described in this section.

**SEC. 49.** Chapter 1.7 (commencing with Section 1990) is added to Division 2.5 of the Welfare and Institutions Code, to read:

**CHAPTER 1.7. Juvenile Justice Realignment Block Grant**

**1990.** (a) The Juvenile Justice Realignment Block Grant program is hereby established for the purpose of providing county based custody, care, and supervision of youth who are realigned from the state Division of Juvenile Justice or who were otherwise eligible for commitment to the Division of Juvenile Justice prior to its closure.

(b) The realignment target population for the grant program shall be defined as youth who were eligible for commitment to the Division of Juvenile Justice prior to its closure, and shall further be defined as persons who

are adjudicated to be a ward of the juvenile court based on an offense described in subdivision (b) of Section 707 or on offense described in Section 290.008 of the Penal Code.

**1991.** (a) Commencing with the 2021-22 fiscal year, and annually thereafter, there shall be an allocation to the county for use by the county to provide appropriate rehabilitative housing and supervision services for the population specified in subdivision (b) of Section 1990. In making allocations, the Board of Supervisors shall consider the plan required in Section 1995. Any entity receiving a direct allocation of funding from the Board of Supervisors under this section for any secure residential placement for court ordered detention will be subject to existing regulations. A local public agency that has primary responsibility for prosecuting or making arrests or detentions shall not provide rehabilitative and supervision services for the population specified in subdivision (b) of Section 1990 or receive funding pursuant to this section:

(1) For the 2021-22 fiscal year, thirty-nine million nine hundred forty-nine thousand dollars (\$39,949,000) shall be appropriated from the General Fund to provide appropriate rehabilitative and supervision services for the population specified in subdivision (b) of Section 1990 based on a projected average daily population of 177.6 wards. The by-county distribution shall be based on 30 percent of the per-county percentage of the average number of wards committed to the Department of Corrections and Rehabilitation, Division of Juvenile Justice, as of December 31, 2018, June 30, 2019, and December 31, 2019, 50 percent of the by-county distribution of juveniles adjudicated for certain violent and serious felony crime categories per 2018 Juvenile Court and Probation Statistical System data, updated annually based on the most recently available data, and 20 percent of the by-county distribution of all individuals between 10 and 17 years of age, inclusive, from the preceding calendar year.

(2) For the 2022-23 fiscal year, one hundred eighteen million three hundred thirty-nine thousand dollars (\$118,339,000) shall be appropriated from the General Fund to provide appropriate rehabilitative and supervision services for the population specified in subdivision (b) of Section 1990. The by-county distribution is based the per-county percentage referenced in paragraph (1) of subdivision (a) and a projected average daily population of 526 wards.

(3) For the 2023-24 fiscal year, one hundred ninety two million thirty-seven thousand dollars (\$192,037,000) shall be appropriated from the General Fund to provide appropriate rehabilitative and supervision services for the population specified in subdivision (b) Section 1990. The by-county distribution is based the per-county percentage referenced in paragraph (1) of subdivision (a) and a projected average daily population of 853.5 wards.

(4) For the 2024-25 fiscal year and each year thereafter, two hundred eight million eight hundred thousand dollars (\$208,800,000) shall be appropriated from the General Fund to provide appropriate rehabilitative and supervision services for the population specified in subdivision (b) of Section 1990 based on a projected average daily population of 928 wards. The Governor and the Legislature shall work with stakeholders to establish a distribution methodology for the funding in this paragraph by January 10, 2024, and ongoing that improves outcomes for this population.

(5) The Department of Finance shall increase to no more than two hundred fifty thousand dollars (\$250,000) the award amount for any county whose allocation as calculated pursuant to paragraphs (1), (2), (3), and (4) totals less than two hundred fifty thousand dollars (\$250,000). The appropriation in paragraphs (1), (2), (3), and (4) shall be increased by the amount(s) needed to bring each counties allocation to \$250,000.

(b) Commencing with the 2024-25 fiscal year, the allocations determined by paragraphs (4) and (5) of subdivision (a) and shall be adjusted annually by a rate commensurate with any applicable growth in the Juvenile Justice Growth Special Account in the prior fiscal year. Each year this growth shall become additive to the next year's base allocation.

(c) By September 1, 2021, and each September 1 annually thereafter, the Department of Finance shall allocate the amount calculated in paragraphs (1), (2), (3), (4), and (5) of subdivision (a) from the General Fund and provide a schedule for the allocation of funds among counties to the State Controller. The State Controller shall allocate these funds in monthly installments according to the same schedule for allocations from the Youthful Offender Block Grant Special Account.

**1995.** (a) To be eligible for funding described in Section 1991, a county shall create a subcommittee of the multiagency juvenile justice coordinating council, as described in Section 749.22, to develop a plan describing the facilities, programs, placements, services, supervision and reentry strategies that are needed to provide

appropriate rehabilitation and supervision services for the population described in subdivision (b) of Section 1990.

(b) The subcommittee shall be composed of the chief probation officer, as chair, and one representative each from the district attorney's office, the public defender's office, the department of social services, the department of mental health, the county office of education or a school district, and a representative from the court. The subcommittee shall also include no fewer than three community members who shall be defined as individuals who have experience providing community-based youth services, youth justice advocates with expertise and knowledge of the juvenile justice system, or have been directly involved in the juvenile justice system.

(c) The plan described in subdivision (a) shall include all of the following elements:

(1) A description of the realignment target population in the county that is to be supported or served by allocations from the block grant program, including the numbers of youth served, disaggregated by factors including their ages, offense and offense histories, gender, race or ethnicity, and other characteristics, and by the programs, placements, or facilities to which they are referred.

(2) A description of the facilities, programs, placements, services and service providers, supervision, and other responses that will be provided to the target population.

(3) A description of how grant funds will be applied to address each of the following areas of need or development for realigned youth:

(A) Mental health, sex offender treatment, or related behavioral or trauma-based needs.

(B) Support programs or services that promote the healthy adolescent development.

(C) Family engagement in programs.

(D) Reentry, including planning and linkages to support employment, housing, and continuing education.

(E) Evidence-based, promising, trauma-informed, and culturally responsive.

(F) Whether and how the plan will include services or programs for realigned youth that are provided by nongovernmental or community-based providers.

(4) A detailed facility plan indicating which facilities will be used to house or confine realigned youth at varying levels of offense severity and treatment need, and improvements to accommodate long-term commitments. This element of the plan shall also include information on how the facilities will ensure the safety and protection of youth having different ages, genders, special needs, and other relevant characteristics.

(5) A description of how the plan will incentivize or facilitate the retention of realigned youth within the jurisdiction and rehabilitative foundation of the juvenile justice system in lieu of transfers of realigned youth into the adult criminal justice system.

(6) A description of any regional agreements or arrangements to be supported by the block grant allocation pursuant to this chapter.

(7) A description of how data will be collected on the youth served and outcomes for youth served by the block grant program, including a description the outcome measures that will be utilized to measure or determine the results of programs and interventions supported by block grant funds.

(e) In order to receive 2022-2023 funding pursuant to Section 1991, a plan shall be filed with the Office of Youth and Community Restoration by January 1, 2022. In order to continue receiving funding, the subcommittee shall convene to consider the plan every third year, but at a minimum submit the most recent plan regardless of changes. The plan shall be submitted to the Office of Youth and Community Restoration by May 1 of each year.

(f) The Office of Youth and Community Restoration shall review the plan to ensure that the plan contains the all elements described in this section and may return the plan to the county for revision as necessary prior to final acceptance of the plan.

(g) The Office of Youth and Community Restoration shall prepare and make available to the public on its internet website a summary and a copy of the annual county plans submitted pursuant to this section.

**SEC. 50.** Chapter 4 (commencing with Section 2200) is added to Division 2.5 of the Welfare and Institutions Code, to read:

**CHAPTER 4. Office of Youth and Community Restoration**

**2200.** (a) Commencing July 1, 2021, there is in the California Health and Human Services Agency the Office of Youth and Community Restoration.

(b) The office's mission is to promote trauma responsive, culturally informed services for youth involved in the juvenile justice system that support the youths' successful transition into adulthood and help them become responsible, thriving, and engaged members of their communities.

(c) The office shall have the following responsibility and authority:

(1) Once data becomes available as a result of the plan developed to Section 13015 of the Penal Code, develop a report on youth outcomes in the juvenile justice system.

(2) Identify policy recommendations for improved outcomes and integrated programs and services to best support delinquent youth.

(3) Identify and disseminate best practices to help inform rehabilitative and restorative youth practices, including education, diversion, re-entry, religious and victims' services.

(4) Provide technical assistance as requested to develop and expand local youth diversion opportunities to meet the varied needs of the delinquent youth population, including but not limited to sex offender, substance abuse, and mental health treatment.

(5) Report annually on the work of the Office of Youth and Community Restoration.

(d) The office shall have an ombudsman that has the authority to do all of the following:

(1) Investigate complaints from youth, families, staff, and others about harmful conditions or practices, violations of laws and regulations governing facilities, and circumstances presenting an emergency situation.

(2) Decide, in its discretion, whether to investigate a complaint, or refer complaints to another body for investigation.

(3) Resolve complaints when possible, collaborating with facility administrators and staff to develop resolutions that may include training.

(4) Publish and provide regular reports to the Legislature about complaints received and subsequent findings and actions taken. The report shall comply with all confidentiality laws.

(e) The Office of Youth and Community Restoration shall evaluate the efficacy of local programs being utilized for realigned youth. No later than July 1, 2025, the office shall report its findings to the Governor and the legislature.

(f) Juvenile grants shall not be awarded by the Board of State and Community Corrections without the concurrence of the office. All juvenile justice grant administration functions in the Board of State and Community Corrections shall be moved to the office no later than January 1, 2025.

**2201.** (a) Until July 1, 2023, the committee established pursuant to Section 12824 of the Government Code shall be responsible for advising and providing recommendations related to policies, programs, and approaches that improve youth outcomes, reduce youth detention, and reduce recidivism for the population in subdivision (b) of Section 1990.

(b) The committee established pursuant to Section 12824 of the Government Code shall work directly with the Office of Youth and Community Restoration, the Division of Juvenile Justice, and shall be staffed by the California Health and Human Services Agency.

**SEC. 51.** Chapter 5 (commencing with Section 2250) is added to Division 2.5 of the Welfare and Institutions Code, to read:

**CHAPTER 5. Regional Youth Programs and Facilities Grant Program**

**2250.** (a) Nine million six hundred thousand dollars (\$9,600,000) is hereby appropriated from the General Fund to the Youth Programs and Facilities Grant Program, which shall be administered by the Board of State and Community Corrections, to award one-time grants, to counties for the purpose of providing resources for infrastructure related needs and improvements to assist counties in the development of a local continuum of care.

(b) Each entity receiving a grant from the Youth Programs and Facilities Grant Program shall submit a detailed report to the office with the following information:

(1) An accounting of expenditures.

(2) A description of the physical and system enhancements made.

(3) How many regional placement beds were supported with the funding.

(4) What proportion of the regional placement beds were contracted to other counties and which counties.

(c) A local public agency that has responsibility for making arrests and detaining suspects as its primary responsibility, or which is responsible for prosecutions, is ineligible to apply for this grant.

(d) Funds from the Youth Programs and Facilities Grant Program shall not be used by counties to enter into contracts with private entities whose primary business is the custodial confinement of adults or youth in a prison or prison-like setting.

(e) (1) The Board of State and Community Corrections shall complete and submit, no later than October 1, 2024, a report to the budget and public safety policy committees of the Legislature describing the expenditures of the Youth Programs and Facilities Grant Program, including, but not limited to, recipients and award amounts, how funding was spent, how many regional placements were supported and a detailed description of the counties that contracted to utilize the regional facility beds. The report shall also be made available to the public on the board's internet website.

(2) The report required by paragraph (1) shall be submitted in compliance with Section 9795 of the Government Code.

(f) Any costs incurred by the office in connection with the development or administration of the grant program shall be deducted from the amount appropriated before awarding any grants, not to exceed five percent of the amount appropriated.

(g) This chapter shall remain in effect only until January 1, 2026, and as of that date is repealed.

**SEC. 52.** If the Commission on State Mandates determines that this act contains costs mandated by the state, reimbursement to local agencies and school districts for those costs shall be made pursuant to Part 7 (commencing with Section 17500) of Division 4 of Title 2 of the Government Code.

**SEC. 53.** This act is a bill providing for appropriations related to the Budget Bill within the meaning of subdivision (e) of Section 12 of Article IV of the California Constitution, has been identified as related to the budget in the Budget Bill, and shall take effect immediately.





# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM March 15, 2022

**SUBMITTED BY:** Administration – Edward Hill/Matthew Boyett

**SUBJECT:** 2022 DRY YEAR WATER TRANSFER PROGRAM

**SUMMARY:**

**Overview:**

In dry years the State Water Contractors, Inc. facilitates water transfers among participating contractors. Water is generally made available from contractors in northern California and is sold to other contractors at a negotiated price. This year the Lemoore Naval Air Station (LNAS) is planning to participate in the program by purchasing up to 700 acre-feet of Dry Year Water Transfer Water.

**Recommendation:**

- a. Approve participation in the 2022 Dry Year Water Transfer Program; and
- b. Authorize the County Administrative Officer or his designee to execute the Buyer-Seller Agreement(s) upon receipt from State Water Contractors, Incorporated subject to County Counsel review.

**Fiscal Impact:**

None.

**BACKGROUND:**

In dry years, contractors in northern California make State Water Project water available for purchase by other contractors. The 2020 State Water Project allocation was 20% and State Water Contractors, Inc. has developed a Dry Year Water Transfer Program from non-project water. The County is a contractor and coordinates with the Tulare Lake Basin Water Storage District to deliver State Water Project Water to the Lemoore Naval Air Station (LNAS) through Westlands Water District turnouts. The LNAS has indicated interest in participating in the Dry Year Water Transfer Program to purchase up to an additional 700 acre-feet of water. Last year LNAS requested 700 acre-feet of Dry Year Water Transfer Water.

The final, executable version of the Buyer-Seller Agreement is not yet available and therefore neither staff nor County Counsel have had an opportunity to review the final agreement(s). Westlands Water District has communicated a request for 700 acre-feet on behalf of LNAS. The deadline for the County to submit an initial

(Cont'd)

**BOARD ACTION :**

APPROVED AS RECOMMENDED: \_\_\_\_\_ OTHER: \_\_\_\_\_

I hereby certify that the above order was passed and adopted  
on \_\_\_\_\_, 2022.

CATHERINE VENTURELLA, Clerk to the Board

By \_\_\_\_\_, Deputy.

## **Agenda Item**

### **2022 DRY YEAR WATER TRANSFER PROGRAM**

**March 15, 2022**

**Page 2 of 2**

request to State Water Contractors, Inc. is March 15, 2022. A deposit of five dollars an acre-foot is required along with the request. Consistent with historical practice, the LNAS as the end user of the water will be paying this cost and Westlands Water District is prepared to forward the deposit on behalf of LNAS as well.

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

# **VERSION 3-1-22**

## **STATE WATER CONTRACTORS 2022 DRY YEAR WATER TRANSFER AGREEMENT**

This State Water Contractors (“SWC”) 2022 Dry Year Water Transfer Agreement (“Agreement”) is between and among the SWC and certain SWC member agencies who execute this Agreement with the intent to purchase water (“Buyers”) through the 2022 Dry Year Transfer Program (“DYTP”). SWC and Buyers may be referred to collectively as “Parties” and the actions being carried out under this Agreement may be referred to as the “Program.” This Agreement is effective when executed by SWC and as to each Buyer, when executed by such Buyer.

### **RECITALS**

- A. The SWC is a non-profit mutual benefit corporation created under California law in 1982.
- B. The Buyers who have executed this Agreement are SWC member agencies.
- C. The Buyers desire to purchase water to help meet their service areas’ needs in 2022, and desire the SWC to act as a negotiating and fiscal agent to collect, hold, disburse, and account for funds deposited by the Buyers pursuant to this Agreement. The SWC is empowered and is willing to do so.

NOW, THEREFORE, the Parties to this Agreement agree as follows:

### **AGREEMENT**

#### **1. BUYER-SELLER AGREEMENTS**

(A) The SWC, along with certain Buyers, shall jointly negotiate agreements to purchase water from to-be-determined water districts/water agencies/water companies in the Sacramento Valley (“Sellers”) through an agreement (“Buyer-Seller Agreements”)

for use by Buyers in 2022. The Buyers shall make their best efforts to negotiate and execute Buyer-Seller Agreements by April 19, 2022.

(B) Each Buyer will execute a Buyer-Seller Agreement with each Seller. The SWC shall not be a party to the Buyer-Seller Agreements.

(C) Each Buyer will execute Storage and Conveyance Agreements with the California Department of Water Resources (“DWR”) and the Seller and/or Sellers. There will be additional conditions, risks, and possibly DWR administrative charges associated with the Storage and Conveyance Agreements. The SWC shall not be a party to the Storage and Conveyance Agreements.

(D) The Buyers understand that (i) water purchased through the Buyer-Seller Agreements will be subject to losses and (ii) the water actually delivered by DWR could be reduced or delayed based on regulatory or judicially-imposed restrictions on DWR’s ability to operate the export pumps and State Water Project infrastructure outages. The Buyers further understand that payments required by the Buyer-Seller Agreements and this Agreement are based on the water amount purchased and not the water amount actually delivered.

## **2. INITIAL WATER REQUEST AND INITIAL ALLOCATION PROPORTION**

(A) Provided Buyer has executed this Agreement on or before March 2, 2022, each Buyer shall: (i) provide written notification to the SWC of its initial water request (“Initial Request”) and (ii) remit to the SWC \$5 for each acre-foot included in its Initial Request as an initial administrative deposit (“Administrative Deposit”), to be held in trust by the SWC under Section 7. The Administrative Deposit shall be used to pay the SWC’s staff and administrative costs described in Section 6 and Sellers’ staff, environmental, legal, technical/engineering, and regulatory costs described in Section 5.

(B) Upon executing this Agreement, submitting an Initial Request, and remitting an Administrative Deposit, the Buyer shall be entitled to make a final water request (“Final Request”) pursuant to Section 3(B).

(C) The initial allocation of the water to be purchased through the Buyer-Seller Agreements will be based on the lesser of Buyer’s Initial Request or Buyer’s proportionate

share to the total DYTP supply, determined by the ratio of participating Buyers' maximum SWP Table A amount to the total maximum SWP Table A amounts of all Buyers ("Initial Allocated Proportion").

(D) Should a Party(ies) desire to adjust the allocation methodology specified in Section 2(C), the Parties who have made an Initial Request must agree unanimously in writing.

### **3. FINAL WATER REQUEST AND PURCHASE WATER DEPOSITS**

(A) On or before April 2, 2022, the SWC will provide Buyers written notice of: (i) the current Sellers' anticipated total water amount available by water supply type (e.g. crop idling, crop shifting, groundwater substitution, reservoir reoperation) for purchase through the Buyer-Seller Agreements; (ii) the Buyer-Seller Agreements' final terms; and (iii) each Buyer's Initial Allocated Proportion of water available per Section 2(C).

(B) On or before April 14, 2022, each Buyer will provide the SWC and other Buyers written notice of its final water request ("Final Request"). The Final Request cannot be greater than the Buyer's Initial Request or the Initial Allocated Proportion identified in the SWC's Section 3(A) notice unless agreed to in writing by all Buyers. If a Buyer is allowed to expand its request beyond the Final Request, the corresponding supplemental SWC Administrative Deposit will be submitted within one week of the granted increase.

(C) On or before April 30, 2022, the SWC will provide Buyers written notice of any adjustments, in accordance with Section 4, to each Buyer's Initial Allocated Proportion of water available for purchase based on the Final Request ("Final Allocated Proportion").

(D) On or before May 10, 2022, each Buyer shall remit to the SWC an initial purchase deposit ("Initial Purchase Deposit") equal to 50% of its Initial Allocated Proportion multiplied by the price per acre-foot established in the Buyer-Seller Agreements or any Letter of Commitment and/or Letter of Intent. The price per acre-foot may vary among each unique Buyer-Seller Agreement. Based on the Final Allocated Proportion, determined in Section 4, the Buyer shall remit to the SWC the remaining

balance of the cost of Buyer's Final Allocated Proportion ("Final Purchase Deposit") by June 7, 2022. The SWC shall hold all purchase deposits in trust under Section 7.

(E) If the purchased water amount allocated to a Buyer is not made available to a Buyer based on Seller's failure to perform, resulting in excess of Final Purchase Deposit, the SWC shall refund any excess purchase deposits not needed for Buyer's share of purchase costs.

(F) The Parties may mutually agree to adjust the dates specified in this Section 3, in writing, without amending this Agreement.

#### **4. FINAL ALLOCATION PROPORTION**

(A) If a Buyer's Final Request is less than its Initial Allocated Proportion as provided in the SWC's notice in Section 3(A), the forfeited potential water transfer quantity will be offered to other Buyers pursuant to Section 4(B). If a Buyer does not execute the Buyer-Seller Agreements or submit Purchase Deposits to the SWC pursuant to Section 3(D), it will be considered a withdrawn buyer ("Withdrawn Buyer") and will have no rights or obligations to purchase water pursuant to this Agreement and cannot rejoin the 2022 DYTP. A Withdrawn Buyer will still be responsible for any proportional cost obligations as described in Sections 5 and 6, prior to the date SWC receives actual notice of the Buyer's withdrawal from the 2022 DYTP.

(B) Each Buyer remaining in the Program may request a share of water made available by Withdrawn Buyers or by reduced requests of remaining Buyers equal to its proportionate share of the total amount of Final Requests made under Section 3. If a remaining Buyer does not want additional supply, this reallocation process will be repeated as necessary to distribute the additional water to willing Buyers. If the reallocation process results in a Buyer accepting an assigned proportional share that is greater than the Initial Allocated Proportion, the Buyer must submit the corresponding additional \$5 per acre-foot Administrative Deposit and corresponding Purchase Deposits to the SWC for the additional quantity above the Initial Allocated Proportion within ten business days of accepting the additional assigned share.

(C) SWC will determine each Buyer's Final Allocated Proportion, in accordance with Sections 4(A) and (B), and will notify each Buyer in the required Section 3(C) notice.

(D) After the Buyer-Seller Agreements have been executed and the Sellers have been notified of the intent to purchase the water, remaining Buyers will be responsible for full payment of allocated purchased supplies and potential Seller legal/administrative costs/liabilities, if any, as set forth in the Buyer-Seller Agreement and/or referenced in Section 5.

## **5. PAYMENTS TO SELLERS**

(A) Letter(s) of Commitment/Intent: If it is deemed necessary, this Agreement authorizes the SWC to execute a Letter of Commitment and/or a Letter of Intent with the Sellers on behalf of the Buyers prior to the actual execution of a Buyer-Seller Agreement. Buyers shall have the right to review any Letter of Commitment/Intent before it is executed. Upon the execution of this Agreement and any Letter of Commitment/Intent, the SWC may commit the Buyers to pay some of Sellers' future or past regulatory and administrative costs. In addition, the Letter of Commitment/Intent may commit Buyers to cover certain Sellers' costs in the event of an administrative challenge, litigation, and/or certain Sellers' costs incurred prior to DTYP cancellation. Such payments may be required regardless if a Buyer-Seller agreement is executed and/or if water is ultimately purchased or moved. Funding for these payments will come from the Buyers' \$5 per acre-foot Administrative Deposit. If the Administrative Deposit is insufficient and additional funds are required, as to be determined by SWC, a sufficient subsequent Administrative Deposit will be paid by Buyers to the SWC, in proportion to their participation share of the DYTP at the time of the execution of any Letter of Commitment/Intent.

(B) Buyer-Seller Agreement(s):

(i) Water Purchase: Upon Buyers submitting a Final Request, Buyer must remit an Initial Purchase Deposit to the SWC pursuant to Section 3(D), and the SWC will promptly, but no later than any notification deadline in the Buyer-Seller Agreements, notify the Sellers that the Buyers have submitted a Final Request and

will make payments to the Sellers in accordance with the payment provisions of the Buyer-Seller Agreements. In addition, the Buyers must remit a Final Purchase Deposit to the SWC pursuant to Section 3(D). The payments made by the SWC to the Sellers based on a Buyer's Final Allocated Proportion will not be refundable to the Buyer unless Sellers fail to perform and are required to return the payments based on their failure to perform as specified in the Buyer-Seller Agreements and any Letter of Commitment/Intent.

(ii) Seller Administrative, Regulatory, and Litigation Costs:

(a) If not obliged by an execution of a Letter of Commitment/Intent in Section 5(A), the Buyer-Seller Agreement will likely commit the Buyers to incur some of the Sellers' administrative and regulatory costs in addition to possible litigation and administrative costs associated with an unforeseen administrative challenge and/or litigation against a 2022 DYTP water transfer. Such expenses would be funded using the Buyers' Administrative Deposit described in Section 2(A). If the Administrative Deposit is insufficient and additional funds are required, a sufficient subsequent Administrative Deposit will be paid by Buyers to the SWC, provided such subsequent payment is consistent with the Buyer-Seller Agreement.

(b) The SWC are authorized to, and shall, disburse from the Administrative Deposit funds necessary to pay the Buyers' share of Sellers' administrative, regulatory, and litigation (if any) costs, including any such costs required by Letters of Commitment/Intent and/or the relevant Buyer-Seller Agreement. Subject to Sections 5(B)(ii)(c) and (d), each Buyer's Administrative Deposit will be debited with a proportionate share of these costs equal to the Final Allocated Proportion of water.

(c) Because the Sellers' administrative, regulatory, and potential litigation costs will be incurred irrespective of whether any of the Buyers ultimately purchase water or whether there is capacity to deliver purchased water, Withdrawn Buyers will be responsible for the payment of the costs specified in 5(B)(ii) proportionate to the Initial Allocated Proportion for



environmental and legal costs associated with the defense of the Program that were initiated prior to the Buyer becoming a Withdrawn Buyer. However, a Withdrawn Buyer's maximum liability for administrative costs shall be limited by its total Administrative Deposit.

(d) In the event that all Buyers withdraw from the Program or no water can ultimately be delivered, the administrative, regulatory, and litigation (if any) cost responsibilities, as required in the Buyer-Seller Agreements and/or the Letter of Commitment/Intent, will be apportioned to all Buyers who executed this Agreement according to the Initial Allocated Proportion at the time of withdrawal or Program termination. In the unlikely event where the resulting payment obligations to the Seller exceed the 2022 DYTP Administrative Deposits, additional Administrative Deposits, assessed in proportion to the participation share at the time of withdrawal or Program termination, will be required.

## **6. SWC'S ADMINISTRATIVE COSTS**

The SWC will be responsible for taking the following actions to facilitate the transfers:

(A) Hold/manage the deposits in a separate interest bearing account for the Buyers' benefit and return to the Buyers their proportionate share of any interest remaining in the account when their duties have ended under this Agreement;

(B) Collect money from Buyers and disburse to Sellers;

(C) Account for money/water and refund any excess deposits made by Buyers;

(D) Administer contract changes, transfer adjustments, and any repayment required due to failure/inability to deliver water; and

(E) Coordinate with DWR on behalf of the Buyers regarding the Storage and Conveyance Agreements, carriage loss calculation, and any DWR administrative fees.

(F) Subject to Section 6(G), each Buyer that receives water from this Program shall pay the SWC a proportionate share of the SWC's actual costs to administer this Agreement equal to its Final Allocated Proportion. When the SWC administrative duties have ended, it will provide the Buyers an accounting for its actual costs. If the SWC's actual administration and administrative costs identified in Section 6 and the Sellers'

costs identified in Section 5(B)(ii) exceed the Administrative Deposits, each Buyer shall pay to the SWC an amount equal to its proportionate share of its Final Allocated Proportion within ten business days of receiving an invoice or notification from the SWC, provided such subsequent payment is consistent with the Buyer-Seller Agreement. If the costs are less than the Administrative Deposits, the SWC shall refund to each Buyer its proportionate share of the remaining Administrative Deposits based on its Final Allocated Proportion. In either case, at the conclusion of the program the SWC will retain a sum of \$2,000 from the combined Administrative Deposits to cover costs associated with typical post-program activities such as answering questions regarding water and cost accounting, preparation for program audits, and documenting the program, including “lessons learned,” which will aid future programs.

(G) Withdrawn Buyers will pay the SWC a proportionate share of the SWC’s actual costs to administer this Agreement and the DYTP incurred prior to becoming a Withdrawn Buyer, designated as the date of written notification to SWC of withdrawal or failure to execute a Buyer-Seller Agreement by the required date (whichever is earlier) based on its Initial Allocated Proportion, or failure to make the required deposit by the due date.

## **7. SWC’s DUTIES AS FISCAL AGENT**

The SWC shall hold and manage the funds deposited by Buyers in a separate interest bearing account in trust for the benefit of the Buyers and shall exercise the same duty of care in managing the Buyers’ account as it exercises in maintaining its own accounts.

## **8. INDEMNITY AND LIABILITY**

(A) As between themselves, the Buyers agree to jointly and severally assume any liability of the SWC resulting from this Agreement in proportion to their respective share of the total amount of Initial Requests. The Buyers agree that the SWC shall incur no liability as a result of the SWC undertaking the work provided for by this Agreement.

(B) The Buyers agree to jointly and severally protect, defend, indemnify, and hold harmless the SWC, including its directors and staff, and any members of the SWC

who are not parties to this Agreement and their respective directors, officers, agents, servants, employees, and consultants from and against any and all losses, claims, liens, demands, and causes of action of every kind and character, occurring or in any way incident to, connected with, or arising directly or indirectly out of the Buyers' performance or non-performance under this Agreement.

**9. AUDIT**

(A) SWC shall be responsible for ensuring the accuracy and propriety of all billings and shall maintain all supporting documentation for the period specified below.

(B) Buyer will have the right to audit SWC's invoices and all supporting documentation for purposes of compliance with this Agreement during the term of this Agreement and for a period of three years following completion of services under this Agreement.

(C) Upon reasonable notice from Buyer, SWC shall cooperate fully with any audit of its billings conducted by Buyer and shall permit access to its books, records, and accounts as may be necessary to conduct such audits.

**10. TERM OF AGREEMENT**

This Agreement shall be effective until December 31, 2022 or upon the completion of all duties and obligations of the Parties.

**11. NOTICES**

All notices required by this Agreement to be made in writing can be made by facsimile, e-mail, or signed document via e-mail.

**12. SIGNATURE BY COUNTERPART**

This Agreement may be signed in counterparts by the Parties and, if executed in counterparts, will be deemed to be the same instrument and valid and binding on a Party as if fully executed all in one copy.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by authorized officials thereof on the dates indicated below.

**State Water Contractors**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**BUYER** \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to legal form: \_\_\_\_\_ 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 March 15, 2022

**SUBMITTED BY:** Veterans Services – Scott Holwell/Codi Pennington  
**SUBJECT:** VETERAN AND MILITARY WOMEN’S HISTORY WEEK

**SUMMARY:**

**Overview:**

Veterans Services is requesting the Board to declare the week of March 20 – 26, 2022 as Veteran and Military Women’s History Week in Kings County in order to honor all current women military members and veterans for their sacrifice and contributions to the United States Armed Forces.

**Recommendation:**

**Adopt a Resolution proclaiming the week of March 20 – 26, 2022 as Veteran and Military Women’s History Week in Kings County.**

**Fiscal Impact:**

None.

**BACKGROUND:**

Kings County military women and veterans are part of a long and proud legacy of military service, and the fourth week of March is an important time to recognize their significant contributions to the Armed Forces of the United States (U.S.) and local communities.

Even before the enactment of the Women’s Armed Services Integration Act of 1984, women have consistently answered the call to service. Since the American Revolution, throughout each major U.S. conflict, and during times of peace, women have always defended the freedoms and citizens of this nation.

Female active-duty military and veterans in Kings County are diverse in character, integrity, resourcefulness, courage, and conviction. They are recognized leaders, steadfast volunteers, and devoted family members. It is the County’s duty to recognize the contributions and sacrifices of all who have served and continue to serve in the U.S. Armed Forces.

Staff requests that your Board adopt a Resolution recognizing March 20 – 26, 2022 as Veteran and Military Women’s History Week in Kings County. 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 \_\_\_\_\_, 2022.

CATHERINE VENTURELLA, Clerk of the Board

By \_\_\_\_\_

BEFORE THE BOARD OF SUPERVISORS IN AND FOR THE  
COUNTY OF KINGS, STATE OF CALIFORNIA

\*\*\*\*\*

IN THE MATTER OF PROCLAIMING                      RESOLUTION NO.  
MARCH 20 – 26, 2022 AS VETERAN  
AND MILITARY WOMEN’S HISTORY  
WEEK IN KINGS COUNTY /

WHEREAS, women play critical economic, cultural, and social roles in every sphere of life and constitute a significant portion of the labor force, working both in and out of the home, as well as courageously serving in our country’s armed forces; and

WHEREAS, approximately two (2) million women in the United States are veterans; and

WHEREAS, California has the second largest population of women veterans in the country; and

WHEREAS, approximately one-thousand four hundred (1,400) women in Kings County are veterans; and

WHEREAS, in 1943, Congress introduced and passed legislation to establish the Women's Army Corps (WAC), which provided full military status to women making these contributions; and

WHEREAS, in 1967, the Women's Armed Services Integration Act was amended to lift restrictions on the number and ranks of women in the military; and

WHEREAS, women are now the fastest growing segment of the veteran community; and

WHEREAS, women veterans have served in every branch of the military and in various roles, including ordnance, gunners, police, pilots, ship handlers, truck drivers, and fuel suppliers; and

WHEREAS, women veterans bring a unique skill set and perspective to military service, have selflessly and courageously served their country, and deserve recognition for their incredible sacrifices and service.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. That the Kings County Board of Supervisors hereby proclaims March 20 - 26, 2022, as Veteran and Military Women's History Week in Kings County.

The foregoing resolution was adopted upon motion by Supervisor \_\_\_\_\_, seconded by Supervisor \_\_\_\_\_, at a regular meeting held this 15<sup>th</sup> day of March 2022, by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

\_\_\_\_\_  
Joe Neves, Chairman  
Board of Supervisors  
County of Kings, State of California

IN WITNESS WHEREOF, I have set my hand this 15<sup>th</sup> day of March, 2022.

\_\_\_\_\_  
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 March 15, 2022

**SUBMITTED BY:** Administration – Edward Hill

**SUBJECT:** LETTER OF SUPPORT RATIFICATION OF THE SANTA ROSA RANCHERIA

**SUMMARY:**

**Overview:**

In 1999, the Tribe and the State entered into the Tribal-State Compact Between the State of California and the Santa Rosa Indian Community of the Santa Rosa Rancheria (1999 Compact), which enabled the Tribe, through revenues generated by its Gaming Operation, to improve the governance, environment, education, health, safety, and general welfare of its citizens, and to promote a strong tribal government, self-sufficiency, and to provide essential government services to its citizens. This new compact will be in effect for twenty-five years.

**Recommendation:**

**Authorize the Chairman to sign the letter of support for the Ratification of the Santa Rosa Rancheria Tachi Tribal-State Compact.**

**Fiscal Impact:**

Tribal government gaming revenue allows the Tachi Tribe to provide both for the benefit of tribal members, as well as Kings County at large.

**BACKGROUND:**

The Santa Rosa Rancheria Tachi Yokut Tribe is a federally recognized Indian tribe, comprised of over 1,300 members. The Santa Rosa Rancheria, California is located near the community of Lemoore, in Kings County. Since 1983, the Tribe has operated the Tachi Palace Casino Resort on its lands, which employs over 1,000 people, bringing improvements to the lives of members of the Tribe and the surrounding community. The Tribe is governed by a General Council with day-to-day governance conducted by a 6-member tribal council.

(Cont'd)

**BOARD ACTION:**

APPROVED AS RECOMMENDED: \_\_\_\_ OTHER: \_\_\_\_

I hereby certify that the above order was passed and adopted  
on \_\_\_\_\_, 2022.

CATHERINE VENTURELLA, Clerk of the Board

By \_\_\_\_\_, Deputy.

## **Agenda Item**

### **LETTER OF SUPPORT RATIFICATION OF THE SANTA ROSA RANCHERIA**

**March 15, 2022**

**Page 2 of 2**

The Compact will afford the Tribe primary responsibility over the regulation of its Gaming Facility and will enhance the Tribe's economic development and self-sufficiency.

The compact recognizes the unique nature of the Tribe and allows it to continue its role as a significant employer in Kings County and the surrounding region. It secures the long-term viability of the casino as well as the Tribe's ability to continue contributing to the overall well-being of the State of California.



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>

March 15, 2022

The Honorable Miguel Santiago  
Chairman  
Assembly Committee on Governmental Organization  
State Capitol  
P.O. Box 942849  
Sacramento, CA 94249-0053

RE: Support for Ratification of Santa Rosa Rancheria Tachi Tribe Tribal-State Compact

Dear Chairman Santiago,

I write in support of the ratification of the Tribal-State compact between California and the Santa Rosa Rancheria Tachi Tribe (“Tachi Compact”). Just 100 years ago, tribal members were living on desolate farmland in chicken coops because of the horrible treatment they had faced due to federal and state policies that destroyed their ancestral way of life. It is due to their perseverance in creating a highly successful tribal casino, the Tachi Palace Casino Resort, that they are now thriving. The quality of life for Tribal members and the Kings County community will only continue to rise as the Tribe’s casino maintains its operations and the Tribe’s economy grows and evolves.

The continued operation of the Tachi Palace Casino Resort is contingent on the Legislature’s passage of the new Tribal-State compact. As you may recall, the Legislature overwhelmingly voted to ratify a previous version of the Tachi Tribe’s Tribal-State compact in September 2021 through AB 957. The bill currently before your committee would ratify an almost identical compact with a few minor revisions requested by the United States Department of the Interior and approved by Governor Newsom. With the Tachi Tribe’s currently operative 1999 compact set to expire on June 30, 2022, the passage of the Tachi Compact is essential to the Tachi Tribe’s continued operation of the Tachi Palace Casino Resort and functioning of the Tribe’s government.

The revenue from the Tachi Tribe’s casino directly funds the Tribal government and allows the Tribe to provide services to its members, benefiting both the Tribe as well as Kings County at large. In addition to the Donations Committee and Sponsorship Committee which the Tachi Palace Casino Resort has implemented to assist people and groups in need, the Tribe has worked to create opportunities for Kings County through community programs including scholarship assistance, job training and adult education programs, health and welfare assistance, social services, public donations, community maintenance and development programs, as well as other economic development opportunities. Additionally, the Tribe has committed to providing clean drinking water through Tribal infrastructure to the nearby school which serves the entire community’s children and, in 2020, the Tribe entered into an inter-governmental agreement with

Kings County that established a solid framework for inter-governmental cooperation and the construction of a new, shared Tribal/County fire station.

The Tachi Compact is vital to the continued operation of the Tachi Palace Casino Resort and the resulting benefits felt by the Tribe, the Kings County community, as well as Californians generally. The amended compact establishes the framework by which the Tribe would pay pro-rata costs of the State's gaming regulatory costs and secures additional legal protections to facility standards, employees, and patrons, all identified as important to the State's interest in protecting its citizens.

Ultimately, the operation and important contributions of the Tachi Palace Casino Resort are essential to the continued well-being of the Tribe and the economic, social, and cultural benefit of all Californians.

I ask that you join me in supporting the ratification of the Tachi Compact.

Sincerely,

Chairman  
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 March 15, 2022

**SUBMITTED BY:** Department of Public Health – Rose Mary Rahn/Heather Silva

**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 \_\_\_\_\_, 2022.

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 March 15, 2022

**SUBMITTED BY:** Administration – Edward Hill/ Kyria Martinez

**SUBJECT:** PUBLIC FORUM REGARDING THE TRANSPARENT REVIEW OF UNJUST TRANSFERS AND HOLDS ACT

**SUMMARY:**

**Overview:**

On September 28, 2016, Assembly Bill 2792, the Transparent Review of Unjust Transfer and Holds (TRUTH) Act, was signed into law. This law requires local enforcement officials to inform immigrants of their right to refuse interviews with United State Federal Authorities while incarcerated.

**Recommendation:**

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

**Fiscal Impact:**

The financial cost for the implementation of the TRUTH Act is unclear at this time. The Act does change local law enforcement existing procedures, which can have cost implications over time.

**BACKGROUND:**

The TRUTH Act requires a local law enforcement agency, prior to an interview between United States Immigration and Customs Enforcement (ICE) and an individual in custody, to provide a written consent form that would explain the purpose of the interview, that it is voluntary, and that the individual may decline the interview. The bill requires the consent forms to be available in specified languages. The TRUTH Act requires that if a local law enforcement agency provides ICE with notification of an individual's release date and time, then the local law enforcement agency must also provide the same notification to the individual and their attorney or permitted designee. Additionally, this bill ensures that records related to ICE access are disclosed to the public upon request.

(Cont'd)

**BOARD ACTION:**

APPROVED AS RECOMMENDED: \_\_\_ OTHER: \_\_\_

I hereby certify that the above order was passed and adopted  
on \_\_\_\_\_, 2022.

CATHERINE VENTURELLA, Clerk of the Board

By \_\_\_\_\_, Deputy.

## **Agenda Item**

### **PUBLIC FORUM REGARDING THE TRANSPARENT REVIEW OF UNJUST AND HOLDS ACT**

**March 15, 2022**

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Beginning January 1, 2018, the local governing body of any county or city in which a local law enforcement agency has provided ICE with access to an individual during the last year shall hold at least one community forum during the following year. This forum must be open to the public, in an accessible location, and with at least 30 days' notice to provide information to the public about ICE's access to individuals and to receive and consider public comment. In preparation for this forum, the Sheriff's Office has provided the governing body with data it maintains regarding the number and demographic characteristics of individuals to whom the agency has provided ICE access, the date ICE access was provided, and whether the ICE access was provided through a hold, transfer, or notification request or through other means. Data is provided in the form of statistics, individual records, with personally identifiable information redacted.

Public notice for this meeting was published in the Hanford Sentinel on February 8, 2022.