

**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, April 5, 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=m54b7ec05bda673dd9484d1d99c44fa2d> 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.

Members of the public who wish to view/observe the meeting virtually can do so via the worldwide web at: [www.countyofkings.com](http://www.countyofkings.com) and click on the "Join Meeting" button or by clicking this link: <https://youtu.be/cgY7h86rGak>  
Members of the public viewing the meeting through YouTube will not have the ability to provide public comment.

Members of the public who wish to comment may submit written comments on any matter within the Board's subject matter jurisdiction, regardless of whether it is on the agenda for the Board's consideration or action, and those comments will become part of the administrative record of the meeting. Comments will not be read into the record, only the names of who have submitted comments will be read into the record. Written comments received by the Clerk of the Board of Supervisors no later than 8:30 a.m. on the morning of the noticed meeting will be included in the record, those comments received after 8:30 a.m. will become part of the record of the next meeting. Email is not monitored during the meeting. To submit written comments by email, please forward them to [bosquestions@co.kings.ca.us](mailto:bosquestions@co.kings.ca.us) or by U.S. Mail, please forward them to: Clerk of the Board of Supervisors, County of Kings, 1400 W. Lacey Blvd., Hanford, CA 93230.



- 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. FIRE DEPARTMENT – William Lynch/Josh Cunningham**  
Demonstration of Lucas 3.1 Chest Compression System.
- III. 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.*
- IV. APPROVAL OF MINUTES**  
A. Report out of Closed Session from the regular meeting for March 29, 2022.  
B. Approval of the minutes from the regular meeting for March 29, 2022.
- V. CONSENT CALENDAR**
- A. Agriculture Department:**
1. Consider approving the Cooperative Agreement with the California Department of Food and Agriculture for the County’s Pink Bollworm Cotton Plowdown and Host-Free Monitoring Program retroactively effective November 1, 2021 through June 30, 2022.
- B. Sheriff’s Office:**
1. a. Consider authorizing Sheriff David Robinson to sign a Memorandum of Understanding and Court Security Plan with the Superior Court of California, effective from July 1, 2022 to June 30, 2025; and  
b. Allocate 1.0 Full Time Equivalency Deputy Sheriff Bailiff, in budget unit 222300.
- C. Administration:**
1. a. Consider approving an Alternative Formatting Addendum to the Medi-Cal County Inmate Program Participation Agreement 20-MCIPKINGS-16 with the California Department of Health Care Services for the Medi-Cal County Inmate Program; and  
b. Approve the Participation Agreement for Medi-Cal County Inmate Program participation form for State Fiscal Years 2020-2023;  
c. Authorize the County Administrative Officer to sign any amendments on behalf of the County.
  2. Consider adopting the budget change for the Senate Bill 823 Youth Programs and Facilities Grant Program. **(4/5 Vote Required)**
  3. Consider approving the Agreement with the Home Garden Community Services District for residential customer utility arrearages.
- VI. REGULAR AGENDA ITEMS**
- A. Public Health Department – Rose Mary Rahn/Heather Silva**
1. Consider adopting a Resolution proclaiming the week of April 4-10, 2022 as National Public Health Week.



**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:** *Leprino v. Kings County, Case No. 20C0159*  
**[Govt. Code Section 54956.9 (d)(1)]**
- ◆ **Significant exposure to litigation:** *(1 case)* Interim Urgency Ordinance  
**[Govt. Code Section 54956.9 (d)(2)(e)(1)]**
- ◆ **Significant exposure to litigation:** *(1 Case)* **[Govt. Code Section 54956.9 (d)(2)(e)(3)]**
- ◆ **Workers Compensation:** *(2 Cases)* **[Govt. Code Section 54956.95]**
- ◆ **Personnel Matter:** **[Govt. Code Section 54957]**  
**Public Employee Appointment:** Human Services Agency Director Position

**IX. ADJOURNMENT**

The next regularly scheduled meeting will be held on Tuesday, April 12, 2022 at 9:00 a.m.

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

***FUTURE MEETINGS AND EVENTS***

April 12	9:00 AM	Regular Meeting
April 19	9:00 AM	Regular Meeting
April 26	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 29, 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>

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- I. 9:00 AM **CALL TO ORDER**  
**ROLL CALL – Clerk of the Board**  
**INVOCATION –Pastor Sylvia Gaston - Koinonia Church**  
**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.*

**Xavier Pina, Armona Union Elementary School District Superintendent stated that he was in support of item on the agenda listed under V.D.1. Administration for the 2022 Federal Earmark project for Armona Park.**

**Rebecca Bell, Kings County resident stated that she has been looking into the animal services issues in the County and stated that there are no low cost spay/neuter clinics and stated that the County should hold pet owners accountable and make it illegal to not fix their animals.**

III. **APPROVAL OF MINUTES**

A. Report out of Closed Session from the regular meeting for March 22, 2022.

**REPORT OUT: Edward Hill, County Administrative Officer stated that the Board took no reportable action in closed session on March 22, 2022.**

B. Approval of the minutes from the regular meeting for March 22, 2022.

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

IV. **CONSENT CALENDAR**

**A. Behavioral Health Department:**

1. a. Consider approving the Addendum to the MOU with CalViva Health; and
- b. Adopt a Resolution authorizing the Director of Behavioral Health to sign the Addendum and all future Addendums with CalViva Health. **[Agmt 11-145.3] [Reso 22-023]**
2. Consider approving the Agreement with Kern Behavioral Health and Recovery Services Department to provide Medi-Cal Specialty Mental Health Services to children placed out-of-county, retroactively effective from July 1, 2021 through June 30, 2022. **[Agmt 22-040]**

**B. District Attorney's Office:**

1. Consider authorizing the advance step hire for applicant Grigor Momjyan for a Deputy District Attorney IV, at Salary Range 269.5 (\$61.84/hour).

**C. Human Services Agency:**

1. Consider approving the proposed Memorandum of Understanding for a four-year term effective March 29, 2022, through March 29, 2026. **[Agmt 22-041]**

**D. Probation Department:**

1. a. Consider allocating one (1) FTE Juvenile Corrections Officer III into Budget Unit 233700, Juvenile Secure Track; and
- b. Allocate one (1) FTE Employment & Training Technician to Budget Unit 594100, Job Training Office; and
- c. Adopt the budget change. **(4/5 Vote Required)**

**E. Sheriff's Office:**

1. Consider approving the Agreement with National Autopsy Assay Group Pathology Labs, PC for forensic pathology and autopsy services retroactively effective from January 1, 2022 through December 31, 2025. **[Agmt 22-042]**



**F. Administration:**

1. Consider adopting a Resolution approving the financing and the issuance of the bonds by the California Public Finance Authority for Centro De Salud De La Comunidad De San Ysidro, Inc. **[Reso 22-024]**
2. Consider appointing five members to the Kings County In-Home Services Advisory Committee.

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

**V.**

**REGULAR AGENDA ITEMS**

**A. Fire Department – William Lynch**

1. Consider approving the renewal of the Automatic Aid Agreement between the City of Lemoore and the County of Kings for the areas designated on the Automatic Aid Agreement. **[Agmt 97-127.1]**

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

**B. Human Services Agency – Sanja Bugay/Monica Connor/Esam Abed**

1. Consider appointing a Kings County Board of Supervisors representative to serve on the Kings/Tulare Master Plan for Aging Advisory Committee.

**ACTION: APPROVED APPOINTMENT OF SUPERVISOR NEVES (RV, DV, CP, RF, JN-Aye)**

2. Consider adopting a Proclamation announcing March 2022 as Kings County Social Worker Appreciation Month. **[Reso 22-025]**

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

**C. Public Works Department – Dominic Tyburski**

1.
  - a. Consider adopting the Resolution of Intent to Form a Zone of Benefit in Phase 6-7 of the Armona North Subdivision for infrastructure maintenance; and
  - b. Set a Public Hearing for April 26, 2022 at 10 a.m. to hear testimony regarding the formation of Zone of Benefit 6-7;
  - c. Introduce and waive the first reading of the Ordinance to Impose a Parcel Tax for Road Improvement and Maintenance within Zone of Benefit 6-7.
  - d. Authorize the Community Development Department to waive the application fee for time extension of Vesting Tentative Tract No. 756. **[Reso 22-026]**

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

2.
  - a. Consider approving Amendment II to the Consultant Services Agreement with Quincy Engineering, Inc., to prepare Plans, Specifications and Estimate (PS&E) package for the 16th Avenue at Tulare Lake Canal Bridge Replacement project; and
  - b. Authorize the Public Works Director to sign the amendment. **[Agmt 22-043.2]**

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

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

1.
  - a. Consider authorizing staff to submit the Federal Fiscal Year 2023 Federal Earmark Project Funding requests to Paragon Government Relations for federal earmark submission; and
  - b. Authorize the Chairman to sign the letters of support for the projects submitted to Senator Alex Padilla, Senator Dianne Feinstein, and Representative David Valadao.

**ACTION: APPROVED AS AMENDED TO INCLUDE SENDING LETTERS TO ASSEMBLYMEMBER RUDY SALAS, SENATOR MELISSA HURTADO AND THE STATE PARKS & RECREATION DEPARTMENT AND TO DO A PARALLEL APPLICATION FOR FUNDING FOR THE ARMONA PARK PROJECT (CP, DV, RV, RF, JN-Aye)**



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

1. Consider adjusting the frequency of the update provided by the Kings County Department of Public Health regarding the COVID-19 local emergency in Kings County to either; bi-weekly, once per month, or as needed via Health Alert during public comment period and take action as deemed necessary.

**BY CONSENSUS THE BOARD OPTED TO HAVE STAFF PRESENT INFORMATION TO THE BOARD VIA THE HEALTH ALERT OPTION DURING THE PUBLIC COMMENT SECTION OF THE AGENDA.**

**VI.**

**BOARD MEMBER ANNOUNCEMENTS OR REPORTS**

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

**Supervisor Fagundes stated that he has attended fundraisers this last week.**

**Supervisor Valle thanked Assemblymember Rudy Salas and staff for meeting with Caltrans to discuss the Earmark funding for the Pedestrian bridge project in Kettleman City the Public Works Department – Parks Division staff who worked on Saturday at the Corcoran Cemetery beautification day and shared a video his son Kobe put together from the day.**

**Supervisor Verboon thanked everyone who worked in Corcoran Cemetery and stated that he attended the Kings County Association of Governments meeting, the Kings County Area Public Transit Agency meeting, the San Joaquin Valley Joint Powers Authority meeting and Policy Council meeting.**

**Supervisor Pedersen stated that he attended the 2<sup>nd</sup> annual Water Quorum Alliance meeting and asked County Counsel to look into whether the Board can utilize a provision in the Health & Safety Code to deal with the water restrictions and 0% allocations for farmers from the State.**

**Supervisor Neves stated that he attended the Soroptomist Internation banquet, the Kings County Area Public Transit Agency, Kings County Association of Governments, participated in a Red Cross webinar and announced at the 73 year race season opening night at Lemoore Raceway.**

- ◆ **Board Correspondence: Edward Hill stated that the Board received a letter from the Bakersfield National Cemetery Support Committee inviting the Board to attend this year's Annual Memorial Day Weekend Ceremony on Saturday, May 28, 2022 at 9am at the Bakersfield National Cemetery, and a letter from California Department of Transportation regarding a Notice of Availability of Draft Initial Study with Mitigated Negative Declaration for the Stratford-Lemoore CAPM Project, two letters (from Lyman and Patty Gorrell and from Roger and Jana Dudley) in opposition to the Furlong Annexation Proposal for county island annexation, a letter from the San Joaquin Valley Air Pollution Control District regarding Annual Air Toxics Report for 2021 and a request from Assemblymember Rudy Salas' office requesting letters of support for two bills he has authored: AB 2489 and AB 1941. AB 2489 proposes \$50 million in grant funds to supplement the pay of teachers who agree to live within the boundaries of the respective school they teach at for five years; and, AB 1941 proposes every California State Supplementary Payment, or SSP, Recipient with an additional \$600 in benefit payments in any year the state has a budget surplus. If you Board chooses, staff can bring the draft letters of support next week for your consideration.**
- ◆ **Upcoming Events: Edward Hill stated that the lunchtime Food Truck Takeover continues every Tuesday in March from 11:00am-2:00pm @ Court Street in Civic Park, the Kings County Farm Bureau Wine & Beer Showdown fundraiser is scheduled for March 31<sup>st</sup>, from 5:30 p.m. to 8:30 p.m. at the Hanford Civic Auditorium, tickets are \$40; Community Art Night on Friday, April 1, 2022 from 6:00 p.m. to 8:00 p.m. at Avenal High School located at 601 E. Mariposa Street, Avenal, cost is \$10 for art lessons; Hanford's Food Truck Take Over with Live Music on Saturday,**





April 2, 2022 from 6:00 p.m. to 9:30 p.m. on Court Street in Civic Park; Children’s Storybook Garden presents a Mystery Dinner Theater “Would you like poison with that?” on Saturday, April 2, 2022 at 6:30 p.m., tickets are \$65 per person and is for individuals 21 years and older, located at 175 E. Tenth Street, Hanford; Spring Flea Market on Saturday, April 2, 2022 from 11:00 a.m. to 3:00 p.m. at Avenal’s Veteran’s Hall located at 108 W. Kings Street, Avenal and there will be food, home made items, crafts and household items.

- ◆ Information on Future Agenda Items: Edward Hill stated that the following items would be on a future agenda: Administration - Agreement with Home Garden Community Service District for utility arrearages, and Alternative formatting addendum to Medi-Cal inmate program participation Agreement 20-MCIPKINGS-16, and Senate Bill 823 Youth Programs and Facilities Grant Program budget change; Agriculture Department – Cooperative Agreement with the California Department of Food and Agriculture for the County’s Pink Bollworm Cotton Plowdown and Host-Free Monitoring Program; Fire Department - a presentation of the Lucas 3.1 Chest Compression System; Health Department – Recognizing April 4-10, 2022 as National Public Health Week; Sheriff’s Office – Memorandum of Understanding with the Superior Court of California for Court Security Services and to allocate one additional fulltime Deputy Sheriff Baliff.

**VII. CLOSED SESSION**

- ◆ Litigation initiated formally: Title: *Leprino v. Kings County, Case No. 20C0159* [Govt. Code Section 54956.9 (d)(1)]
- ◆ Significant exposure to litigation: (1 Case) [Govt. Code Section 54956.9 (d)(2)(e)(1)]
- ◆ Personnel Matter: [Govt. Code Section 54957]  
 Public Employee Appointment: Human Services Agency Director Position
- ◆ Personnel Matter: [Govt. Code Section 54957]
  - Department Head Evaluations

**VIII. ADJOURNMENT**

The next regularly scheduled meeting will be held on Tuesday, April 5, 2022 at 9:00 a.m.

***FUTURE MEETINGS AND EVENTS***

April 5	9:00 AM	Regular Meeting
April 12	9:00 AM	Regular Meeting
April 19	9:00 AM	Regular Meeting
April 26	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 April 5, 2022

**SUBMITTED BY:** Fire Department – William Lynch/Joshua Cunningham  
**SUBJECT:** PRESENTATION OF CHEST COMPRESSION SYSTEM

**SUMMARY:**

**Overview:**

At the January 25, 2022 Board Meeting, the Board of Supervisors approved the Fire Department's purchase of eight (8) Lucas 3.1 Chest Compression Systems. At the Board's request, the Fire Department will demonstrate the proper application and use of this valuable piece of life saving equipment to both the public and the Board.

**Recommendation:**  
**Informational only.**

**Fiscal Impact:**

The purchase amount of \$174,692 were expensed from the Fire Fund; Budget Unit 241000, Account 94000. Although the equipment was expensed through the Fire Fund, sufficient appropriations from ARPA funding were transferred into the Fire Fund to cover the cost of these devices to relieve the Fire Fund of the expense.

**BACKGROUND:**

At the January 25, 2022 Board Meeting, the Board of Supervisors approved the Fire Department's purchase of eight (8) Lucas 3.1 Chest Compression Systems. At the Board's request, the Fire Department will demonstrate the proper application and use of this valuable piece of life saving equipment to both the public and the Board.

**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 April 5, 2022

**SUBMITTED BY:** Agriculture Department – Jimmy Hook/Lynda Schrupf

**SUBJECT:** COOPERATIVE AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE FOR THE PINK BOLLWORM COTTON PLOWDOWN AND HOST-FREE MONITORING PROGRAM

**SUMMARY:**

**Overview:**

The Agricultural Commissioner–Sealer provides services, in cooperation with the California Department of Food and Agriculture, to enforce the Pink Bollworm Cotton Plowdown and Host-Free Monitoring Program. This Cooperative Agreement continues the County’s enforcement of the program, which expires June 30, 2022.

**Recommendation:**

**Approve the Cooperative Agreement with the California Department of Food and Agriculture for the County’s Pink Bollworm Cotton Plowdown and Host-Free Monitoring Program retroactively effective November 1, 2021 through June 30, 2022.**

**Fiscal Impact:**

There is no impact to General Fund. Revenue of \$7,659 for this program is included in the FY 21/22 Adopted Budget, in Budget Unit 260000, Account 85043 (State Aid-Agriculture).

**BACKGROUND:**

The Cooperative Agreement is for the County’s enforcement of the cotton plowdown and monitoring of the pink bollworm host-free period. The Department will survey all cotton growing areas in the county for compliance with cotton plowdown regulations, and will monitor the pink bollworm host-free period for cotton from December 20, 2021 through March 10, 2022. The term of this Agreement is from November 1, 2021 through June 30, 2022. This is an ongoing program of which a verbal confirmation was received, because the current FY agreement was not offered to Kings County until March 4, 2022, due to internal delays at the California Department of Food and Agriculture. The Cooperative Agreement 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 \_\_\_\_\_, Deputy.

**COOPERATIVE AGREEMENT  
SIGNATURE PAGE**

AGREEMENT NUMBER

**21-0680-000-SA**

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

STATE AGENCY'S NAME

**CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)**

RECIPIENT'S NAME

**COUNTY OF KINGS**

2. The Agreement Term is: November 1, 2021 through June 30, 2022

3. The maximum amount of this Agreement is: \$7,659.36

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

Exhibit A: Recipient and Project Information 2 Page(s)

Exhibit B: General Terms and Conditions 4 Page(s)

Exhibit C: Payment and Budget Provisions 2 Page(s)

Attachments: Scope of Work and Budget

**IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.**

**RECIPIENT**

RECIPIENT'S NAME (*Organization's Name*)

**COUNTY OF KINGS**

BY (*Authorized Signature*)



DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

680 N Campus Drive, Suite B, Hanford, CA 93230-5923

**STATE OF CALIFORNIA**

AGENCY NAME

**CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)**

BY (*Authorized Signature*)



DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

CRYSTAL MYERS, BRANCH CHIEF, OFFICE OF GRANTS ADMINISTRATION

ADDRESS

1220 N STREET, ROOM 120  
SACRAMENTO, CA 95814

## EXHIBIT A

### RECIPIENT AND PROJECT INFORMATION

1. CDFA hereby awards an Agreement to the Recipient for the project described herein:  
Survey all cotton growing areas in the county to enforce plowdown and host-free compliance to cotton growers and enforce any special permits issued by the Secretary, which are relevant to plowdown compliance and/or the host-free period according to provisions of the California Food and Agricultural Code, Sections 5404, 5552, 5553, 5781 through 5784, 5786 and Title 3, California Code of Regulation (CCR) Sections 3590 and 3595; and Title 3, CCR, Section 3154.

Project Title: Pink Bollworm Cotton Plowdown and Host-free Period Monitoring Program

2. The Managers for this Agreement are:

<b>FOR CDFA:</b>	<b>FOR RECIPIENT:</b>
Name: Emily Schoenborn	Name: Jimmy Hook
Division/Branch: PHPPS/Integrated Pest Control	Organization: COUNTY OF KINGS
Address: 3294 Meadowview Road	Address: 680 N Campus Drive, Suite B
City/State/Zip: Sacramento, CA 95832	City/State/Zip: Hanford, CA 93230-5923
Phone: 559-805-3192	Phone: 559-852-2830
Email Address: emily.schoenborn@cdfa.ca.gov	Email Address: jimmy.hook@co.kings.ca.us

3. The Grant Administrative Contacts for this Agreement are:

<b>FOR CDFA:</b>	<b>FOR RECIPIENT:</b>
Name: Davis Tran	Name:
Division/Branch: PHPPS/Integrated Pest Control	Organization:
Address: 3294 Meadowview Road	Address:
City/State/Zip: Sacramento, CA 95832	City/State/Zip:
Phone: 916-926-9818	Phone:
Email Address: davis.tran@cdfa.ca.gov	Email Address:
	<b>FISCAL CONTACT FOR RECIPIENT (if different from above):</b>
	Name:
	Organization:
	Address:
	City/State/Zip:
	Phone:
	Email Address:

**4. RECIPIENT: Please check appropriate box below:**

Research and Development (R&D) means all research activities, both basic and applied, and all development activities that are performed by non-Federal entities. The term research also includes activities involving the training of individuals in research techniques where such activities utilize the same facilities as other R&D activities and where such activities are not included in the instruction function.

This award  does  does not support R&D.

**5. For a detailed description of activities to be performed and duties, see Scope of Work and Budget.**



## EXHIBIT B

### GENERAL TERMS AND CONDITIONS

#### 1. Approval

This Agreement is of no force or effect until signed by both parties. The Recipient may not invoice for activities performed prior to the commencement date or completed after the termination date of this Agreement.

#### 2. Agreement Execution

Unless otherwise prohibited by state law, regulation, or Department or Recipient policy, the parties agree that an electronic copy of a signed Agreement, or an electronically signed Agreement, has the same force and legal effect as an Agreement executed with an original ink signature. The term "electronic copy of a signed Agreement" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed Agreement in a portable document format. The term "electronically signed Agreement" means an Agreement that is executed by applying an electronic signature using technology approved by all parties.

#### 3. Assignment

This Agreement is not assignable by the Recipient, either in whole or in part, without the prior consent of the CDFR Agreement Manager or designee in the form of a formal written amendment.

#### 4. Governing Law

This Agreement is governed by and will be interpreted in accordance with all applicable State and Federal laws.

#### 5. State and Federal Law

It is the responsibility of the Recipient to know and understand which State, Federal, and local laws, regulations, and ordinances are applicable to this Agreement and the Project, as described in Exhibit A. The Recipient shall be responsible for observing and complying with all applicable State and Federal laws and regulations. Failure to comply may constitute a material breach.

#### 6. Recipient Commitments

The Recipient accepts and agrees to comply with all terms, provisions, conditions and commitments of the Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Recipient in the application, documents, amendments, and communications in support of its request for funding.

#### 7. Performance and Assurances

The Recipient agrees to faithfully and expeditiously perform or cause to be performed all Project work as described in the Scope of Work, and to apply grant funds awarded in this Agreement only to allowable Project costs.

#### 8. Mutual Liability

Parties shall, to the extent allowed by law, each be individually liable for any and all claims, losses, causes of action, judgments, damages, and expenses to the extent directly caused by their officers, agents, or employees.

#### 9. Unenforceable Provision

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, the parties agree that all other provisions of this Agreement shall remain operative and binding.

## **10. Contractors/Consultants**

The Recipient assumes full responsibility for its obligation to pay its Contractors/Consultants. The Recipient is responsible to ensure that any/all contractors/consultants it engages to carry out activities under this Agreement shall have the proper licenses/certificates required in their respective disciplines. The Recipient's use of contractors/consultants shall not affect the Recipient's responsibilities under this Agreement.

## **11. Non-Discrimination Clause**

The Recipient agrees that during the performance of this Agreement, it will not discriminate, harass, or allow harassment or discrimination against any employee or applicant for employment based on 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. The Recipient agrees to require the same of all contractors and consultants retained to carry out the activities under this Agreement.

The Recipient agrees that during the performance of this Agreement, the evaluation and treatment of its employees and applicants for employment are free from discrimination and harassment. The Recipient will comply with the provisions of the Fair Employment and Housing Act (Government Code section 12990 *et seq.*) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, section 7285 *et seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Recipient will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining unit or other Agreement. The Recipient must include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

The Recipient agrees to require the same of all contractors and consultants retained to carry out activities under this Agreement.

## **12. Excise Tax**

The State of California is exempt from federal excise taxes and no payment will be made for any taxes levied on employees' wages. The CDFA will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another State.

## **13. Disputes**

The Recipient must continue with the responsibilities under this Agreement during any dispute. In the event of a dispute, the Recipient must file a "Notice of Dispute" with the CDFA Agreement Manager, identified in Exhibit A, or designee within ten (10) calendar days of discovery of the problem. The Notice of Dispute must contain the Agreement number. Within ten (10) calendar days of receipt of the Notice of Dispute, the CDFA Agreement Manager or designee must meet with the Recipient for the purpose of resolving the dispute. In the event of a dispute, the language contained within this Agreement prevails.

## **14. Termination for Convenience**

This Agreement may be terminated by either party upon written notice. Notice of termination must be delivered to the other party at least thirty (30) calendar days prior to the intended date of termination. Notice of termination does not nullify obligations already incurred prior to the date of termination. In the event of Termination for Convenience of this Agreement by CDFA, CDFA must pay all responsible costs and non-cancellable obligations incurred by the Recipient as of the date of termination.

## **15. Termination for Cause**

Either party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching party provides written notice of the material breach and ten (10) calendar days to cure the breach. If the breach is not cured to the satisfaction of the non-breaching party within ten (10) calendar days of receipt of notice, this Agreement shall automatically terminate and the CDFA shall reimburse the Recipient for all documented costs incurred up to the date of the notice of termination, including all non-cancellable obligations.

## **16. Acceptable Failure to Perform**

The Recipient shall not be liable for any failure to perform as required by this Agreement, to the extent such failure to perform is caused by any of the following: labor disturbances or disputes of any kind, accidents, or the inability to obtain any required government approval to proceed, civil disorders, acts of aggression, acts of God, energy or other conservation measures, failure of utilities, mechanical breakdowns, materials shortages, disease, pandemics, or similar occurrences.

## **17. Breach**

Reimbursement under this Agreement may be suspended, terminated, or both, and the Recipient may be subject to debarment if CDFA determines that the Recipient has breached the terms of this Agreement. A determination of breach may be appealed in writing to the CDFA. The appeal must be post marked within ten (10) calendar days of the date the Recipient received notification and addressed to the CDFA Legal Office of Hearing and Appeals or emailed to [CDFA.LegalOffice@cdfa.ca.gov](mailto:CDFA.LegalOffice@cdfa.ca.gov).

California Department of Food and Agriculture  
Legal Office of Hearing and Appeals  
1220 N Street  
Sacramento, CA 95814

## **18. Non-Material Breach**

The Recipient may be in material breach under this Agreement if it fails to comply with any term of this Agreement. In the event of a material breach, CDFA shall provide in writing a Notice of Breach to the Recipient within ten (10) calendar days upon discovery of breach. The Recipient shall have ten (10) calendar days from receipt of the notice to cure the breach. If the Recipient fails to cure the breach within the time prescribed by this Agreement, CDFA may do any of the following:

- A. Suspend payments;
- B. Demand repayment of all funding;
- C. Terminate the Agreement; or
- D. Take any other action deemed necessary to recover costs.

If CDFA determines that the Recipient is not in material breach but that the Project is not being implemented in accordance with the provisions of this Agreement, or that the Recipient has failed in any other respect to comply with the provisions of this Agreement, and the Recipient has failed to remedy any such failure in a reasonable and timely manner, CDFA may withhold all or any portion of the grant funding and take any other action that CDFA deems necessary to protect its interests.

Where a portion of the grant funding has been disbursed to the Recipient and CDFA notifies the Recipient of its decision not to release funds that have been withheld pursuant to paragraph 17, the portion that has been disbursed shall thereafter be repaid immediately. CDFA may consider the Recipient's refusal to repay the requested disbursed amount a material breach.

If CDFA notifies the Recipient of its decision to withhold the entire funding amount from the Recipient pursuant to this paragraph, this Agreement shall terminate upon receipt of such notice by the Recipient and CDFA shall no longer be required to provide funds under this Agreement and the Agreement shall no longer be binding on either party.

In the event CDFA finds it necessary to enforce this provision of this Agreement in the manner provided by law, the Recipient agrees to pay all enforcement costs incurred by CDFA including, if CDFA should prevail in a civil action, reasonable attorneys' fees, legal expenses, and costs related to the action.

#### **19. Publicity and Acknowledgement**

The Recipient agrees that it will acknowledge CDFA's support whenever projects funded, in whole or in part, by this Agreement are publicized in any news media, brochures, publications, audiovisuals, presentations or other types of promotional material and in accordance with the Grant Procedures Manual if incorporated by reference and attachment to the Agreement. The Recipients may not use the CDFA logo.

#### **20. News Releases/Public Conferences**

The Recipient agrees to notify the CDFA in writing at least two (2) business days before any news releases or public conferences are initiated by the Recipient or its Contractors/Consultants regarding the project described in the Attachments, Scope of Work and Budget and any project results.

#### **21. Scope of Work and Budget Changes**

Changes to the Scope of Work, Budget, or the Project term, must be requested in writing to CDFA Grant Administrative Contact no less than thirty (30) days prior to the requested implementation date. Any changes to the Scope of Work and Budget are subject to CDFA approval and, at its discretion, CDFA may choose to accept or deny any changes. If accepted and after negotiations are concluded, the agreed upon changes will be made and become part of this Agreement. CDFA will respond in writing within ten (10) business days as to whether the proposed changes are accepted.

#### **22. Reporting Requirements**

The Recipient agrees to comply with all reporting requirements specified in Scope of Work and/or Grant Procedures Manual if incorporated by reference to this Agreement as an attachment.

#### **23. Equipment**

Purchase of equipment not included in the approved Budget requires prior approval. The Recipient must comply with applicable state requirements regarding the use, maintenance, disposition, and reporting of equipment as contained in CCR, Title 3, Division 1, Chapter 5, sections 303, 311, 324.1 and 324.2.

#### **24. Closeout**

The Agreement will be closed out after the completion of the Project or project term, receipt and approval of the final invoice and final report, and resolution of any performance or compliance issues.

#### **25. Amendments**

Changes to funding amount or Agreement term require an amendment and must be requested in writing to the CDFA Agreement Manager or designee no later than sixty (60) calendar days prior to the requested implementation date. Amendments are subject to CDFA approval, and, at its discretion, may choose to accept or deny these changes. No amendments are possible if the Agreement is expired.

## EXHIBIT C

### PAYMENT AND BUDGET PROVISIONS

#### 1. Invoicing and Payment

- A. For activities satisfactorily rendered and performed according to the attached Scope of Work and Budget, and upon receipt and approval of the invoices, CDFA agrees to reimburse the Recipient for actual allowable expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. Invoices must include the Agreement Number, performance period, type of activities performed in accordance with this Agreement, and when applicable, a breakdown of the costs of parts and materials, labor charges, and any other relevant information required to ensure proper invoices are submitted for payment.
- C. Unless stated in the Scope of Work quarterly invoices must be submitted to the CDFA Administrative Contact, within thirty (30) calendar days after the end of each quarter in which activities under this Agreement were performed.
- D. Unless stated in the Scope of Work a final invoice will be submitted for payment no more than thirty (30) calendar days following the expiration date of this Agreement, or after project is complete, whichever comes first. The final invoice must be clearly marked "Final Invoice" thus indicating that all payment obligations of the CDFA under this Agreement have ceased and that no further payments are due or outstanding.

#### 2. Allowable Expenses and Fiscal Documentation

- A. The Recipient must maintain adequate documentation for expenditures of this Agreement to permit the determination of the allowability of expenditures reimbursed by CDFA under this Agreement. If CDFA cannot determine if expenditures are allowable under the terms of this Agreement because records are nonexistent or inadequate according to Generally Accepted Accounting Principles, CDFA may disallow the expenditures.
- B. If mileage is a reimbursable expense, using a privately-owned vehicle will be at the standard mileage rate established by the United States (U.S.) Internal Revenue Service (IRS) and in effect at the time of travel. The standard mileage rate in effect at the time of travel can be found on [IRS's website](#) regardless of funding source/type.
- C. If domestic travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable for travel within California are those established by the California Department of Human Resources ([CalHR](#)). The maximum rates allowable for domestic travel outside of California are those established by the United States General Services Administration ([GSA](#)).
- D. If foreign travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable are those established in a per diem supplement to Section 925, Department of State Standardized Regulations.
- E. The Recipient will maintain and have available, upon request by CDFA, all financial records and documentation pertaining to this Agreement. These records and documentation will be kept for three (3) years after completion of the Agreement period or until final resolution of any performance/compliance review concerns or litigation claims.

**3. Prompt Payment Clause**

Payment will be made in accordance with, and within the time specified in, California Government Code Title 1, Division 3.6, Part 3, Chapter 4.5, commencing with Section 927 - The California Prompt Payment Act.

**4. Budget Contingency Clause**

If funding for any fiscal year is reduced or deleted for purposes of this program, the CDFA has the option to either cancel this Agreement with no liability occurring to the CDFA or offer to amend the Agreement to reflect the reduced amount.

**Scope of Work**  
**Kings County Agricultural Commissioner**  
**Pink Bollworm Cotton Plowdown and Host-free Period Monitoring Program**  
**Fiscal Year 21/22. Grant Term: 11/01/21 through 06/30/22**

**AGENCY RESPONSIBILITY**

**Section 1. California Department of Food and Agriculture (CDFA), Pink Bollworm (PBW) Program will:**

- A. Provide cotton acreage maps describing the location of known cotton fields to aid in plowdown/host-free period compliance monitoring by November 15, for Districts 2, 3, and 4, San Joaquin Valley (SJV) or the County Agricultural Commissioner (CAC) can utilize their computerized pesticide use report registration data for determining field location.**
- B. Provide the cotton acreage figures as the basis for the established \$0.18 per acre funding level for their program. Acreage figures will be provided by the CDFA as determined by the PBW mapping program.**
- C. Provide technical assistance and training to CAC's office personnel, as requested, on how to achieve and maintain the cotton host-free period.**
- D. Provide a list of current year and prior year PBW native find sites by county, township-range and section to the CAC.**
- E. In the SJV, monitor all cotton fields in each county in which native PBW life forms have been found during the current cotton-growing season.**
- F. When feasible, conduct quality control checks on host-free period program. Contact person: Emily Schoenborn, Environmental Scientist, CDFA, 2895 North Larkin Avenue, Suite A. Fresno, CA 93727, Phone (559) 805-3192, Fax (661) 399-1601.**

**Section 2. The County Agricultural Commissioner will:**

- A. Survey all cotton growing areas in his or her county and enforce plowdown and host-free compliance according to provisions of the California Food and Agricultural Code, sections 5404, 5552, 5553, 5781 through 5784, 5786 and Title 3, California code of Regulation (CCR), sections 3590 and 3595. Plus enforce any Special Permits issued by the Secretary under Title 3, CCR, Section 3154, which are relevant to plowdown compliance and/or the host-free period.**
- B. Reporting Requirements: Within 15 days after the plowdown date for each respective district, make a report to the CDFA, PBW Program, on the status of plowdown compliance in each county. Continue to submit monthly reports on the status of plowdown compliance and maintenance of the host-free period intervals until the cotton planting dates have been reached. Information on all fields not in compliance or under action and any penalties or fines levied should be included in the monthly reports.**

**A final status report will be submitted with the invoice for a lump-sum payment.**

**KINGS COUNTY  
AGRICULTURAL COMMISSIONER**

**Pink Bollworm Program  
Cotton Plowdown & Host-free Monitoring**

**Fiscal Year 2021/2022**

**Grant Term:  
November 1, 2021 through June 30, 2022**

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**FISCAL DISPLAY / BUDGET SHEET**

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<u>Cotton Acreage</u>	<u>Cost Per Acre</u>	<u>Amount</u>
42,552	\$0.18	\$ 7,659.36





# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM April 5, 2022

**SUBMITTED BY:** Sheriff's Office – David Robinson

**SUBJECT:** MEMORANDUM OF UNDERSTANDING WITH THE SUPERIOR COURT OF CALIFORNIA FOR COURT SECURITY SERVICES

### **SUMMARY:**

#### **Overview:**

The Kings County Sheriff's Office requests authorization for Sheriff Dave Robinson to sign a Memorandum of Understanding and Court Security Plan with the Superior Court of California.

#### **Recommendation:**

- a. Authorize Sheriff David Robinson to sign a Memorandum of Understanding and Court Security Plan with the Superior Court of California, effective from July 1, 2022 to June 30, 2025; and
- b. Allocate 1.0 Full Time Equivalency Deputy Sheriff Bailiff, in budget unit 222300.

#### **Fiscal Impact:**

The funding for Security Services is provided directly to the County by the State of California. The County and Sheriff are not obligated to provide services in excess of the amount allocated. In the event costs for services are projected to exceed the funding allocated to the County, the Sheriff and Court agree to discuss the agreement for potential ways to reduce costs, which may include amending the agreement.

### **BACKGROUND:**

Your Board approved a Memorandum of Understanding (MOU) with the Superior Court of California for court services on July 27, 2021. The new agreement will take effect July 1, 2022. The Sheriff will continue to provide security services, as outlined in the MOU, to the Superior Court of California, Hanford Courthouse,

(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**

### **MEMORANDUM OF UNDERSTANDING WITH THE SUPERIOR COURT OF CALIFORNIA FOR COURT SECURITY SERVICES**

**April 5, 2022**

**Page 2 of 2**

located at 1640 Kings County Drive. The new agreement will add one fulltime Deputy Sheriff Bailiff and will provide funding for the Senior Deputy position in budget unit 222300. The Sheriff's Office agrees to provide additional security services to enhance security in the lobby, entry screening and public access areas.

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

**MEMORANDUM OF UNDERSTANDING  
AND TRIAL COURT SECURITY PLAN BETWEEN  
THE SUPERIOR COURT OF CALIFORNIA, THE COUNTY OF KINGS,  
AND THE KINGS COUNTY SHERIFF'S OFFICE  
FOR TRIAL COURT SECURITY SERVICES**

**SECTION 1. PARTIES**

This Memorandum of Understanding and Trial Court Security Plan (“Agreement”) is made and entered into by the Superior Court of California, County of Kings (“the Court”), and the Kings County Sheriff (“Sheriff”), (collectively, the Parties). The Sheriff is an elected official of the County of Kings (“the County”) a political subdivision of the State of California, and is authorized under Section 69926, subdivision (b) of the Government Code to enter into this Agreement on behalf of the County, with the approval and authorization of the County’s Board of Supervisors.

**SECTION 2. TERM OF AGREEMENT**

This Agreement is effective as of July 1, 2022 and shall remain in full force and effect until June 30, 2025, unless terminated as outlined below or extended by mutual agreement of the Parties.

Either Party may terminate this Agreement with at least ninety (90) days’ prior written notice; provided, however, that the termination shall be effective on June 30th of the current fiscal year.

This Agreement is a Law Enforcement Security Plan, as that term is defined and used in Government Code sections 69921 and 69925. Accordingly, this Agreement shall be considered as part of the comprehensive, county-wide Trial Court Security Plan developed by the Court and the Sheriff pursuant to the provisions of California Rule of Court, rule 10.172.

In the event notice of termination is given by the Sheriff, the Sheriff shall reasonably cooperate with the Court to ensure the availability of vital security services from the Sheriff or other comparable entity for a reasonable amount of time following the termination of this Agreement, unless the funding allocation from the State to the County for trial court security services fail to fully compensate the County for the services to be provided. The Parties may exercise their right to terminate this Agreement without prejudice to any other right or remedy available under law or equity.

Notwithstanding the foregoing, as provided in Government Code section 69926, subdivision (f), this Agreement will remain in effect, to the extent consistent with applicable law, and the Sheriff will continue to provide trial court security

services until the parties enter into a successor agreement. However, nothing in this Agreement obligates the County or Sheriff to provide base security services beyond those that are fully funded by the State's allocation to the County for trial court security services.

For purposes of this agreement, the term "fully funded" is defined as that funding, which is provided to the County by the State, specifically for trial court security services, in an amount which meets or exceeds the actual costs incurred by the Sheriff and the County in providing those security services to the Court, as outlined in this agreement. Nothing in this Agreement shall be interpreted as obligating the County or Sheriff to commit funds from any other funding source, including, but not limited to, County General Funds, to fund trial court security services. Further, nothing in this Agreement shall be interpreted as interfering with the County and Sheriff's right to make use of the allocation from the State as the County or Sheriff sees fit, including the creation and maintenance of a contingency fund balance if deemed fiscally prudent.

### **SECTION 3. SCOPE OF SERVICES**

The anticipated outcome of the services to be provided by the Sheriff to the Court under this Agreement is the ability of the Court and the public to conduct judicial business safely and in a manner which maintains the integrity of the judicial process.

#### **A. Base Security Services.**

The Sheriff will provide security services (base security services) to the Court in the facility identified in **Exhibit A**. Base security services will consist of providing personnel for, and performance of, the following security functions during the Court's regular business hours, of Monday through Friday, generally between the hours of 8:00 a.m. and 5:00 p.m., including lunch and break times, with the exception of when Court proceedings extend beyond 5:00 p.m., where base security services shall be maintained until Court proceedings have adjourned for the day.

- Performing traditional bailiff services for judicial officers as required under section 69922 of the Government Code;
- Providing bailiff services for a minimum of nine (9) courtrooms. The Parties understand and agree that the Sheriff guarantees bailiff services for nine (9) courtrooms and will provide a bailiff for additional courtrooms to the extent state-provided funding and staffing are available;
- Providing adequate supervising staff for nine (9) bailiffs and additional bailiff personnel performing the duties outlined in Section F, "Additional Security Services;"
- Ensuring courtroom security, including unlocking/securing courtrooms and

performing courtroom searches as needed;

- Taking charge of juries;
- Obeying all lawful orders and directions of the Court;
- Escorting Court staff with deposit deliveries to the County Auditor's Office;
- Providing security and protection of judicial officers, Court staff, and jurors within Court facility;
- Responding to emergencies, incidents, duress alarms, and as needed, in Court facility as defined in **Exhibit A**;
- Providing consultative services as requested by the Court regarding Courthouse security issues;
- Providing security for high profile events and conditions described in **Exhibit B** (High Security Events and Conditions); and
- Identifying potential threats to the security of the Court and investigating all crimes committed within the footprint of the interior of the Court facility. The Court understands, through joint verbal agreement between the Sheriff, Hanford Police Chief, and the local area California Highway Patrol ("CHP") Commander, the Hanford Police Department shall be the primary responsible agency for traffic enforcement and the investigation of traffic collisions occurring in the Court's parking lot, with CHP as the backup agency in the event Hanford Police Department is unavailable or needs assistance. The Court further understands CHP shall be responsible for the investigation of minor crimes committed in the parking lot or grounds of the Court facility and may request assistance from the Sheriff or Hanford Police Department as deemed necessary. As court facilities are state buildings on state property, point responsibility for criminal investigations, traffic collisions, and traffic enforcement may change at any time depending upon the arrangements between the Sheriff, the Hanford Police Chief, and the California Highway Patrol Area Commander. The Sheriff will notify the Court of any material changes to the agreements between the Sheriff and the other law enforcement entities that affect the Court and the Court facility.

Notwithstanding the above, the Parties understand and agree the base security services do not include the following unless otherwise determined to be included by the Sheriff:

- Responding to traffic emergencies, traffic incidents, traffic enforcement and collisions, and/or as needed in the parking lots of the Court facility or on or near the public roads adjacent to said Court facility.
- Investigating crimes occurring near, or around the Court facility, including the parking lots and adjacent public roads. However, such investigations

may involve assistance from the Sheriff or Hanford Police Department when requested or as deemed necessary.

B. Perimeter Security Services.

The Sheriff will be responsible for perimeter security services for the facility identified in **Exhibit A**, subject to availability of Sheriff staff assigned to bailiff duties, entry screening or lobby duties.

C. Emergencies

Notwithstanding any other provision of this Agreement, in the event of an emergency involving security in the Court facility or involving threats against any judicial officers, court staff, or jurors, the Sheriff shall immediately take any and all actions reasonably necessary or appropriate to respond to the emergency, including appropriate referrals to, and coordination with, other law enforcement agencies.

The Sheriff or designee will also make contact with the Presiding Judge and Court Executive Officer as soon as reasonably practical. In the event a Court facility or office is secured as the result of an emergency, the Sheriff or designee may allow the Presiding Judge and Court Executive Officer reasonable access to the secured areas.

If a spokesperson to the media is needed in regard to an emergency or other security-related issue involving both the Court and the Sheriff, the Parties may coordinate their responses to the media if deemed necessary.

D. Review of Staffing Needs/Level of Service

Prior to the commencement of negotiations for any successor agreement, the Sheriff shall conduct an assessment to determine staffing needs for trial court security services and public safety protection for the succeeding fiscal year. Based on the results of the assessment, the Court Executive Officer and the Sheriff shall meet and discuss the staffing requirements for the succeeding fiscal year in conjunction with the negotiations for a successor agreement.

As necessary throughout the year, the Sheriff and the Court Executive Officer shall meet and confer regarding any proposed budget adjustments or changes to the Court's schedule of operations or courtroom schedule, during the term of this Agreement to ensure that total trial court security costs remain within the funds available. The Parties understand and agree that neither the County nor the Sheriff shall be responsible for the provision of services in excess of the funding allocated and provided by the State to the County for trial court security or otherwise provided by the Court.

In the event the Presiding Judge and/or the Court Executive Officer and Sheriff

agree that changes in staffing are necessary in order to provide base security services, and if funding is available to acquire additional security services, this Agreement may be amended as appropriate.

The Court shall provide seven (7) days written notice to the Sheriff or his designee of a request for temporary increases or decreases in dedicated staffing levels. In the event the Court desires a permanent increase or decrease in dedicated staffing levels, the Court shall provide at least ninety (90) days written notice to the Sheriff or his designee. During this 90-day period following receipt of such written notice, and until staffing has been increased, the Sheriff shall work with the Court to attempt to provide the requested services on an interim basis, to the extent such increases are fully funded by the County's allocated funding for trial court security or as otherwise provided by the Court. In no event shall a request for additional services or personnel or an agreement by the Sheriff to work with the Court to attempt to provide additional services or personnel create a duty on the part of the Sheriff to provide the additional services or personnel absent the receipt of full funding from the State or the Court for the increased services or personnel.

The number of staff required in any given situation is within the discretion of the Sheriff or designee. The Court Executive Officer shall have the right to consult with the Sheriff on the number of Sheriff personnel assigned should staffing appear to be inadequate or excessive.

To assist the Sheriff in planning coverage, the Court shall provide a calendar of regularly scheduled Court days and judicial assignments at the beginning of each fiscal year. In the event changes to the Court's calendar or judicial assignments occur, the Court shall provide notice to the Sheriff at least fifteen (15) days prior to the effective date of the change. If the Court is unable to provide such notice to the Sheriff, the Court shall provide notice of the proposed change as soon as practicable. The Parties understand and agree that the changes referred to in this paragraph do not include the use of additional judicial officers, commissioners, or courtrooms.

To assist the Sheriff in providing adequate entry screening staff for coverage during peak times, the Court agrees to modify as needed, courtroom(s) "start time."

#### E. New Cost Items

After the effective date of this Agreement, new cost items may include, but are not limited to, the following:

- Addition of judicial officers, including, but not limited to, pro-tem, visiting, or temporarily assigned bench officers beyond the nine (9) authorized and filled judicial seats that require trial court security services due to implementation of operational changes;
- Construction or modification of Court facility; and

- Additional regular use of the courtrooms operating in the existing Courthouse beyond the nine (9) currently operating;
- Additional Sheriff Staff for security services outlined in Section F, “Additional Security Services”, not already included in this Agreement.

In the event New Cost Items exceed the amount of funding allocated to the County for trial court security, the Sheriff may work with the Court to apply for an increase in funding as provided in section 69927 of the Government Code or other State or Court provided revenue sources. In no event shall the County or Sheriff be responsible for the costs of New Cost Items or increased services incurred as a result of New Cost Items absent full funding from the State or the Court.

#### F. Additional Security Services

The Sheriff will provide additional security services to enhance security in the lobby, entry screening, (**Exhibit D**) and public access areas of the Kings County Superior Court located at 1640 Kings County Dr., Hanford CA, 93230. Services shall be fully compensated by the Court based on the average Deputy Sheriff Bailiff salary and benefit package, including any future salary or benefit increases as approved by the Kings County Board of Supervisors. Said services shall be in addition to the agreed upon level of trial court security services under this Agreement pursuant to section 69926(b) of the Government Code.

Currently, the Court fully funds the costs of up to a maximum of two (2) Deputy Sheriff Bailiff positions to provide additional security services. The Court will continue to fully fund the two (2) Deputy Sheriff Bailiff positions and agrees to meet and confer with the Sheriff should the funding and/or designated positions become inadequate, and/or the security needs increase as determined by the Sheriff, in consultation with the Court.

In providing additional security services and screening services, the Sheriff shall:

- Provide additional security and law enforcement presence to the courthouse lobby and public screening areas by assigning Sheriff personnel between the hours of 7:45 a.m. and 5:00 p.m., Monday through Friday.
- Provide and maintain sufficient presence of Deputy Sheriff Bailiffs in the lobby and public access areas during peak lobby traffic hours, typically Monday through Friday 8:00 a.m. – 8:40 a.m. and 1:00 p.m. – 1:40 p.m.
- Provide additional security services by patrolling public access areas of the interior courthouse and responding to courtroom and security incidents as necessary.
- Provide and maintain visible presence in common hallways and public areas during those times when courtroom(s) is/are not in session or may be



shuttered.

Further, the Court has provided Sheriff personnel providing the additional security services with a base station and seating arrangements, consisting of a reception-type desk capable of accommodating two Deputy Sheriff Bailiffs. This reception-type desk/base station has lockable storage for equipment which is needed for duties specific to the Courthouse lobby/public access area. All such equipment and furnishings will remain the property of the Court.

#### **SECTION 4. QUALIFICATIONS AND TRAINING**

The Sheriff shall dedicate sufficient staff to act as bailiffs and perform bailiff functions, including the provision of relief personnel as needed.

All personnel provided by the Sheriff will undergo Court-provided training on ADA compliance and accommodation within three months of their assignment to trial court security or the execution of this Agreement, whichever is applicable.

The Parties will cooperate to schedule these trainings on dates with the least impact to Court operations and that minimize the need for overtime or reassignments. To the extent possible, all Court-provided training as mentioned above will occur on Court holidays that do not coincide with County holidays.

The Court will inform the Sheriff of any concerns regarding the performance of personnel assigned under this Agreement. The Sheriff will review any report of deficient performance and may take disciplinary or corrective action as appropriate, including reassignment from the Court. The Court may request reassignment from the Court facility of any Sheriff personnel for any lawful reason and the Sheriff will consider such request in good faith. The Court acknowledges that the Court has no control over the manner and means in which Sheriff personnel perform their work, nor does the Court have the right to hire or fire Sheriff employees.

#### **SECTION 5. EQUIPMENT AND SUPPLIES**

The Sheriff will provide all prescribed personal equipment such as uniforms, handcuffs, firearms, batons and radios, to be used by Sheriff's Personnel. The Court and the Sheriff acknowledge that funding for Sheriff personnel equipment and supplies are provided directly to the County by the State of California and that the County and Sheriff are not obligated to provide equipment and supplies in excess of the amount allocated. In the event costs for equipment and supplies are projected to exceed the funding allocated to the County, the Sheriff and Court agree to discuss the Agreement for potential ways to reduce costs, which may include, but not be limited to, amending this Agreement.

The Court will provide Closed Circuit Television (CCTV) equipment,

surveillance monitoring stations, which includes terminals or computers necessary to operate this equipment and will be responsible for the maintenance and repair of any Closed Circuit Television (CCTV) equipment, as well as surveillance monitoring stations and equipment. All such equipment and devices are the property of the Court.

## **SECTION 6. COMPENSATION FOR SERVICES PROVIDED AND TERMS OF PAYMENT**

The Parties agree that the Base Security Services under this Agreement shall be provided at the level allocated to the County by the State of California for trial court security for each Fiscal Year in which this Agreement is in effect.

The Court and the Sheriff acknowledge that funding for Base Security Services is provided directly to the County by the State of California and that the County and Sheriff are not obligated to provide services in excess of the amount allocated. In the event costs for services are projected to exceed the funding allocated to the County, the Sheriff and Court agree to discuss the Agreement for potential ways to reduce costs, which may include, but not be limited to, amending this Agreement.

## **SECTION 7. INDEMNIFICATION AND INSURANCE**

### **A. Indemnification**

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

### **B. Insurance**

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

## **SECTION 8. INDEPENDENT CONTRACTOR**

It is understood and agreed that the Sheriff is an independent contractor in relationship to the Court, no relationship of employer-employee exists between the Parties, and, under no circumstances shall the Sheriff or its employees or agents be deemed to be employees or agents of the Court.

As an independent contractor, the Sheriff is not subject to the direction and control of the Court.

The Sheriff will not engage a subcontractor to perform any portion of the services without the written consent of the Court. Any subcontracting without the Court's written consent is a material breach of this Agreement.

#### **SECTION 9. REPRESENTATIONS AND WARRANTIES**

The Sheriff represents and warrants the accuracy of the statements referenced in **Appendix A – Contractor Certification Clauses**, attached hereto and incorporated herein by this reference.

#### **SECTION 10. DISPUTE RESOLUTION**

In the event a dispute arises between the Parties over any matter covered by this Agreement, the Parties agree to meet and use their best efforts to resolve any such disputes as required under section 69926 of the Government Code.

#### **SECTION 11. GENERAL PROVISIONS**

Notwithstanding any other provision in this Agreement, the Parties acknowledge the Sheriff is an independently elected official, who, in that capacity, has and retains the discretion to determine and make recommendations to the Presiding Judge or Court Executive Officer regarding the appropriate level of service that is required to ensure the safety of the public, judicial officers, court personnel, and other personnel on a long-term as well as temporary basis in the Court facility.

The selection, assignment, and reassignment of Sheriff's personnel are the responsibility of the Sheriff.

The services performed by the Sheriff, the standards of performance, the control and discipline of Sheriff's personnel, and any other matters incidental to those so employed, shall remain with the Sheriff.

The Sheriff, in conjunction with the Court, shall develop an annual or multiyear Kings County Superior Court Comprehensive Court Security Plan (CCSP) that includes the mutually agreed upon Law Enforcement Security Plan to be utilized by the Court. In accordance with Government Code section 69925, the CCSP shall include policies and procedures to ensure adequate security for public safety, public access, and law enforcement services to the Court.

The Court shall establish and maintain a Court Security Committee as required by California Rule of Court, rule 10.173 to advise the Presiding Judge and Sheriff on various security-related matters as set forth in the Rule. The Sheriff shall assist the Court as necessary and appropriate with this committee and shall appoint at least one representative as an active member of the Court Security Committee.

The failure of either Party to insist on strict compliance with any provision of this Agreement shall not be construed as a waiver of any right to do so, for that breach, or any preceding or subsequent breach, of the same or other term of this Agreement.

Any notices required or desired to be served under this Agreement shall be addressed to the respective Parties or their successors as set forth below:

**COUNTY:**

Board of Supervisors  
1400 W. Lacey Blvd.  
Hanford, CA 93230  
Fax No. (559) 585-8047  
Telephone No.: (559) 852-2362

**COURT:**

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

**SHERIFF:**

Kings County Sheriff  
1570 Kings County Drive  
Hanford, CA 93230  
Fax No. (559) 585-8047  
Telephone No.: (559) 852-2795

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

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

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

**SECTION 12. ENTIRE AGREEMENT/AMENDMENTS**

Modifications of this Agreement will not be valid unless agreed to in writing

and executed by the Court Executive Officer and the Sheriff of Kings County, with the approval of the Presiding Judge of the Superior Court and the Kings County Board of Supervisors.

This Agreement is intended by the Parties as a final expression of their understanding with respect to the subject matter herein and as a complete and exclusive statement of the terms and conditions herein and supersedes any and all prior agreements and understandings, oral or written, in connection herewith. No addition or alteration of the terms of this Agreement shall be valid unless made in the form of a written amendment to this Agreement, which is formally approved and executed by the Parties. Either Party may propose an amendment of this Agreement by providing written notice to the other Party at least ninety (90) days prior to the effective date of the proposed amendment.

**SECTION 13. SEVERABILITY**

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

**SECTION 14. RECORDS/AUDITS**

The Sheriff and the Court shall retain copies of all agreements, any billing invoices, and supporting documentation for a period of five (5) years, which shall be made available for audit purposes by the Judicial Council of California (JCC), Kings County Auditor, Court, or other appropriate agencies.

**SECTION 15. AUTHORITY TO CONTRACT**

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

**SECTION 16. INTERPRETATION AND GOVERNING LAW**

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

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

COUNTY OF KINGS

Dated: \_\_\_\_\_

By

\_\_\_\_\_  
David Robinson, Sheriff  
Kings County Sheriff's Office

SUPERIOR COURT OF CALIFORNIA,  
COUNTY OF KINGS

Dated: March 28, 2022

By

Nocona Soboleski  
Nocona Soboleski, Court Executive Officer

Reviewed and Approved as to Legal Form.  
Diane Freeman, County Counsel,  
County of Kings

By Jennifer Shiffert  
Jennifer M. Shiffert,  
Deputy County Counsel

## **EXHIBIT A**

### **COURT FACILITY**

As used in this Agreement, the term “Court Facility” or “Facility” refers to the following facility located in Kings County:

1. Superior Court of California, New Hanford Courthouse, located at 1640 Kings County Drive, Hanford, CA 93230

## **EXHIBIT B**

### **HIGH SECURITY EVENTS AND CONDITIONS**

For the purposes of this Agreement, “High Security Events and Conditions” may include the following types of events, subject to consultation with the Sheriff:

- A. Proceedings involving high profile defendants
- B. Three Strikes cases
- C. Multi-defendant cases
- D. High publicity cases
- E. High volume calendar
- F. Verdict readings in criminal cases
- G. Sentencing hearings
- H. Remands
- I. Other security concerns as brought to the attention of the bailiff in the courtroom, the Sheriff, or his designee.



EXHIBIT C

PROJECTED COSTS FOR TWO DEPUTY SHERIFF BAILIFFS

**Year One (FY2022-2023) Estimated Salary & Benefit Costs:**

Average Deputy Sheriff Bailiff Cost:	\$116,054
Total Positions:	<u>2.0</u>
<b>Total Year One Estimated Cost:</b>	<b>\$232,108</b>

**Year Two (FY2023-2024) Estimated Salary & Benefit Costs:**

Average Deputy Sheriff Bailiff Cost:	\$120,696
Total Positions:	<u>2.0</u>
<b>Total Year Two Estimated Cost:</b>	<b>\$241,392</b>

**Year Three (FY2024-2025) Estimated Salary & Benefit Costs:**

Average Deputy Sheriff Bailiff Cost:	\$125,524
Total Positions:	<u>2.0</u>
<b>Total Year Two Estimated Cost:</b>	<b>\$251,048</b>

## **EXHIBIT D**

### **GENERAL DESCRIPTION OF BAILIFF SCREENING STATION DUTIES**

#### **1. Additional Bailiff Services**

##### **1.1 General Responsibilities**

- a. Staff main public lobby and operate security screening equipment Monday through Friday, except Court holidays. The security screening operations conducted at the Employee-Only Entrance are not included, however subject to further discussion and agreement by both Parties before those services may be added.
- b. Conduct weapon security screening and monitor electronic security equipment and camera surveillance systems.

##### **1.2 Duties**

- a. Operate the Court's x-ray, magnetometer, and hand-held wand equipment to screen court employees, attorneys, and all other visitors for weapons and other contraband. On-duty peace officers in uniform are generally exempt from the security screening process. Sheriff personnel have full discretion to screen uniformed personnel as necessary.
- b. Ensure Americans with Disabilities Act (ADA) security screening measures are appropriately applied/managed at all stations.
- c. Search purses, handbags, backpacks, briefcases, containers, etc.
- d. Patrol hallways and other public areas including parking lots. Dispose of contraband or prohibited items when found on the property.
- e. Provide in-person security in the offices of Family Law Facilitator, Self-Help Center, and Family Court Services as may be requested by Court staff. Frequent or regular requests of this nature may result in additional staffing needs funded by the Court.
- f. Turn over found property inside courthouse to administrative personnel for location of owner.
- g. Document incidents requiring law enforcement intervention, prepare a written report as necessary. The bailiff supervisor will notify Court

Director of Administrative Services and/or the Court Executive Officer (or designee) of any incidents requiring a report.

- h. Monitor other court electronic security systems, such as duress alarms, CCTV cameras, etc. as personnel and time permits.
- i. Alert Director of Administrative Services upon discovering breaches of security or need for security-related repairs.
- j. Escort court staff to and from drop box location during morning and afternoon mail runs, as personnel and time permit.
- k. Unlock and lock lobby doors daily using security computer system.
- l. Provide frequent security checks of courthouse public areas. Conduct a security sweep at the beginning and end of each day in publicly accessible areas.
- m. Check all conference rooms and advise attorneys and clients to exit Courthouse after 5 p.m.
- n. Provide professional customer service and general information to the public.
- o. Provide security services as requested by the Court during emergency situation.

### **1.3 Court Responsibilities**

- a. The Court will provide security screening equipment; specifically, magnetometers, x-ray machines, hand-held wands, furniture, plastic bowls, bins, and equipment logs.
- b. The Court will maintain security equipment and adhere to the requirements of the Court's Radiation Protection Program, including required documentation of equipment utilization and inspection logs.
- c. Provide training for bailiffs on security screening equipment, main lobby electronic door controls, security camera/video surveillance system, and other items as necessary related to entrance screening protocols.

## APPENDIX A

### CONTRACTOR CERTIFICATION CLAUSES

- A. No Gratuities.** Sheriff has not directly or indirectly offered or given any gratuities (in the form of entertainment, gifts, or otherwise), to any court personnel with a view toward securing this Agreement or securing favorable treatment with respect to any determinations concerning the performance of this Agreement.
- B. No Conflict of Interest.** Sheriff has no interest that would constitute a conflict of interest under California Public Contract Code sections 10365.5, 10410, or 10411, Government Code sections 1090 et seq. or 87100 et seq., or under California Rules of Court, rules 10.103 or 10.104, which restrict employees and former employees from contracting with Court.
- C. Authority.** The Sheriff has been granted the authority to enter into and perform its obligations under this Agreement by the Kings County Board of Supervisors and has the authority to bind the County and the Sheriff to this Agreement. This Agreement constitutes a valid and binding obligation of the Sheriff, enforceable in accordance with its terms. Attached is a true copy of the code, rule, resolution, order, motion, or ordinance authorizing the Sheriff to enter into or execute this Agreement.
- D. No Interference with Other Agreements.** This Agreement does not constitute a conflict of interest or default under any other of the Sheriff's other Agreements.
- E. No Litigation.** No suit, action, arbitration, or legal, administrative, or other proceeding or governmental investigation is pending or threatened against or affecting Sheriff, or Sheriff's business, financial condition, or ability to perform this Agreement.
- F. Compliance with Laws.** The Sheriff is in compliance in all material respects with all laws, rules, and regulations applicable to the Sheriff's business and services, and pays all undisputed debts when they come due.
- G. Work Eligibility.** All personnel assigned to perform this Agreement are able to work legally in the United States and possess valid proof of work eligibility.
- H. Drug Free Workplace.** Sheriff provides a drug-free workplace as required by California Government Code sections 8355 through 8357.
- I. No Harassment.** The Sheriff does not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom Sheriff may interact in the performance of this Agreement, and Sheriff takes all reasonable steps to prevent harassment from occurring.

**J. Employment Laws.** Sheriff complies with the federal Americans with Disabilities Act (42 U.S.C. § 12101, et seq.), the California's Fair Employment and Housing Act (California Government Code Sections 12990 et seq.), and associated regulations (California Code of Regulations, Title 2, Sections 7285 et seq.).

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





# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM April 5, 2022

**SUBMITTED BY:** Administration – Edward Hill/Domingo C. Cruz

**SUBJECT:** ALTERNATIVE FORMATTING ADDENDUM TO MEDI-CAL COUNTY  
INMATE PROGRAM PARTICIPATION AGREEMENT 20-MCIPKINGS-16

**SUMMARY:**

**Overview:**

On June 16, 2020, your Board approved the Medi-Cal County Inmate Program Participation Agreement 20-MCIPKINGS-16 (Kings County Agreement No. 20-039) with the California Department of Health Care Services for the Medi-Cal County Inmate Program effective July 1, 2020 through June 30, 2023. The state is requesting an Alternative Formatting Addendum to the Participation Agreement.

**Recommendation:**

- a. Approve an Alternative Formatting Addendum to the Medi-Cal County Inmate Program Participation Agreement 20-MCIPKINGS-16 with the California Department of Health Care Services for the Medi-Cal County Inmate Program; and
- b. Approve the Participation Agreement for Medi-Cal County Inmate Program participation form for State Fiscal Years 2020-2023;
- c. Authorize the County Administrative Officer to sign any amendments on behalf of the County.

**Fiscal Impact:**

None, as the Alternative Formatting is an addendum to the Participation Agreement, which is to permit the County to voluntarily participate in the Medi-Cal County Inmate Program (MCIP). By participating in the MCIP program, Medi-Cal can pay for some or all offsite costs for Medi-Cal eligible County inmates resulting in savings to the General Fund.

(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**

### **ALTERNATIVE FORMATTING ADDENDUM TO MEDI-CAL COUNTY INMATE PROGRAM PARTICIPATION AGREEMENT 20-MCIPKINGS-16**

**April 5, 2022**

**Page 2 of 2**

#### **BACKGROUND:**

MCIP makes federal financial participation available for medical care provided to Medi-Cal eligible County inmates. Therefore, the County is able to obtain budgetary savings for the medical care provided to its Medi-

Cal eligible inmates through this program. These savings occur to the County because the Federal Government, through Medi-Cal, provides eligible inmates Medi-Cal funding for eligible medical services received.

The Alternative Formatting Addendum is requiring the County to assure the state that it complies with the Americans with Disabilities Act (ADA), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

The addendum also requires that the County ensure that deliverables developed and produced pursuant to the Agreement comply with federal and state laws, regulations or requirements regarding accessibility and effective communication, including the Americans with Disabilities Act (42 U.S.C. § 12101, et. seq.), which prohibits discrimination on the basis of disability, and section 508 of the Rehabilitation Act of 1973 as amended (29 U.S.C. § 794 (d)). Specifically, electronic and printed documents intended as public communications must be produced to ensure the visual-impaired, hearing-impaired, and other special needs audiences are provided material information in the formats needed to provide the most assistance in making informed choices. These formats include but are not limited to braille, large font, and audio.

The Alternative Formatting Addendum have been reviewed and approved, as to form by County Counsel.



**COUNTY-BASED MEDICAL ADMINISTRATIVE ACTIVITIES  
ADDENDUM TO  
PARTICIPATION AGREEMENT**

County: Kings

20-MCIPKINGS-16

The Department of Health Care Services (DHCS) and County of Kings I agree that effective January 1, 2022; the addendum is incorporated into and hereby amends the Participation Agreement 20-MCIPKINGS-16:

**ARTICLE XVI – ALTERNATIVE FORMATTING**

- A. The County of Kings assures the state that it complies with the ADA, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.
  
- B. County of Kings will ensure that deliverables developed and produced pursuant to this Agreement comply with federal and state laws, regulations or requirements regarding accessibility and effective communication, including the Americans with Disabilities Act (42 U.S.C. § 12101, et. seq.), which prohibits discrimination on the basis of disability, and section 508 of the Rehabilitation Act of 1973 as amended (29 U.S.C. § 794 (d)). Specifically, electronic and printed documents intended as public communications must be produced to ensure the visual-impaired, hearing-impaired, and other special needs audiences are provided material information in the formats needed to provide the most assistance in making informed choices. These formats include but are not limited to braille, large font, and audio.

Except as amended herein, all other terms and conditions of the PA 20-MCIPKINGS-16 shall remain in full force and effect.

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Contract's Authorized Person's Signature

Joe Neves

---

Print Name

Chairman, Kings County Board of Supervisors

---

Title

1400 West Lacey Boulevard, Hanford, CA 93230

---

Address

---

Date

---

California Department of Health Care Services  
Authorized Contact Person's Signature

---

Print Name

Chief, Local Governmental Financing Division

---

Title

Department of Health Care Services

---

Name of Department

1501 Capitol Avenue, MS 2628, Sacramento, CA 95899-7413

---

Address

---

Date



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



Medi-Cal County Inmate Program
County Participation Form: SFY 2020 through SFY 2023

County chooses the option selected below in
County Name

response to our interest in voluntarily participating in the Medi-Cal County Inmate
Program (MCIP) from July 1, 2020, through June 30, 2023, for State Fiscal Years 2020-
23:

- Continue MCIP Participation- By selecting this option, we are
confirming our interest in continuing to voluntarily participate in the
MCIP and intend on maintaining our fully executed Provider
Participation Agreement and Administrative Agreement.
Cancel MCIP Participation- By selecting this option, we would like to
cancel the current fully executed Provider Participation Agreement and
Administrative Agreement and opt out of MCIP effective Fiscal Year
2022-23.

I hereby certify, that the option selected above is the option that said county will abide
by under penalty of perjury, to the best of my knowledge, is true and accurate based on
the time of submission.

County Official: Signature Date:

County Official Title:

County Name:

Primary Contact: Alternate:

Phone: Phone:

Email: Email:

Submit completed electronic form to the following email address:
DHCSIMCU@dhcs.ca.gov





# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM April 5, 2022

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

**SUBJECT:** SENATE BILL 823 YOUTH PROGRAMS AND FACILITIES GRANT PROGRAM  
BUDGET CHANGE

### **SUMMARY:**

#### **Overview:**

On March 15, 2022, your Board approved the Board of State and Community Corrections' Standard Agreement for the Senate Bill 823 Youth Programs and Facilities Grant Program and authorized the County Administrative Officer to sign any amendments on behalf of the County. Due to an administrative oversight, the budget appropriation and transfer form was not included.

#### **Recommendation:**

**Adopt the budget change for the Senate Bill 823 Youth Programs and Facilities Grant Program.  
(4/5 Vote Required)**

#### **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.

### **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.

(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 BUDGET CHANGE**

**April 5, 2022**

**Page 2 of 2**

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 awarded \$47,086 on June 11, 2021, 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 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.

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

SHARE THIS:



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.

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

Auditor Use Only
Date
J/E No.
Page of

**(A) New Appropriation**

Expenditures:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	APPROPRIATION AMOUNT
General Fund	Juvenile Treatment Ce	Equipment	100000	233000	94000	120,443
						120,443

Funding Sources:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	APPROPRIATION AMOUNT
General Fund	Juvenile Treatment Ce	St Aid - SB823 YPFGF	100000	233000	85180	120,443
					TOTAL	120,443

**(B) Budget Transfer:**

Transfer From:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	Amount to be Transferred Out
General Fund	Juvenile Treatment Ce	Regular Employees	100000	233000	91000	3,404
General Fund	Juvenile Treatment Ce	Maintenance-S.I.&G.	100000	233000	92021	850
General Fund	Juvenile Treatment Ce	Computer Software	100000	233000	92036	890
General Fund	Juvenile Treatment Ce	Electronic Hardware	100000	233000	92103	41,942
					TOTAL	47,086

Transfer To:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	Amount to be Transferred In
General Fund	Juvenile Treatment Ce	Equipment	100000	233700	94000	47,086
					TOTAL	47,086

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

**Budget transfer for SB 823 Youth Programs and Facilities Grant Program Part B for security camera project at the King Juvenile Center (KJC).**

Dept. of Finance Approval \_\_\_\_\_ Department Head *Holly Korman*

Administration Approval *Kyria Martinez* Board Approval \_\_\_\_\_

BOS meeting date: \_\_\_\_\_





# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM April 5, 2022

**SUBMITTED BY:** Administration – Edward Hill/Matthew Boyett

**SUBJECT:** AGREEMENT WITH HOME GARDEN COMMUNITY SERVICE DISTRICT  
FOR UTILITY ARREARAGES

**SUMMARY:**

**Overview:**

The COVID-19 pandemic brought many economic challenges to the residents of Kings County. To ensure the equitable recovery of the county and to provide economic relief to those negatively impacted by the pandemic, the Board authorized \$500,000 of American Rescue Plan Act (ARPA) funding to be allocated towards residents' utility arrearages in the community service districts (CSDs) of Armona, Home Garden, Kettleman City, and Stratford.

**Recommendation:**

Approve the agreement with the Home Garden Community Services District for residential customer utility arrearages.

**Fiscal Impact:**

There is no impact to County General Fund. The agreement amount for Home Garden Community Service District is \$150,839 for water, sewer, and trash arrearages. This amount does not include late fees, overage charges, streetlights, and commercial accounts. This agreement will be paid from the County's ARPA funding allocation as approved by the Board.

**BACKGROUND:**

On May 11, 2021, ARPA was signed into law to provide support to state, local, and tribal governments in responding to the health and economic impacts of COVID-19. To ensure the equitable recovery of the county and to provide economic relief to those negatively impacted by the pandemic, the Board authorized \$500,000 of ARPA funding to be allocated towards residents' utility arrearages in the CSDs of Armona, Home Garden, Kettleman City, and Stratford.

(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**

### **AGREEMENT WITH HOME GARDEN COMMUNITY SERVICE DISTRICT FOR UTILITY ARREARAGES**

**April 5, 2022**

**Page 2 of 2**

The County met with all four CSDs, identified the utilities eligible for ARPA funding, and gathered residential client utility arrearages amounts from CSD databases.

As part of the agreement the utilities paid are from arrears from charges occurring January 27, 2020 to August 31, 2021. The date of January 27, 2020, is the date attributed to the date the United States Department of Treasury interim rules declares ARPA funds can be used and considered a public emergency.

For transparency, service districts will provide notice to each utility customer that his or her arrears debt has been discharged in full from the time period of January 27, 2020 to August 31, 2021 and provide notice to the County once the resident is notified.

After identifying all the necessary information, the County drafted and submitted utility arrearages agreements to all four CSDs. Each agreement would need to first be approved by each respective CSD board before coming to the County Board of Supervisors (BOS) for final approval.

In November 2021, the Board approved the agreements with Kettleman City Community Services District, Stratford Public Utility District, and Armona Community Services District.

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

Agreement No. 2021-08

**AGREEMENT BETWEEN THE COUNTY OF KINGS AND THE HOME GARDEN COMMUNITY SERVICES DISTRICT TO PAY UTILITY ARREARS OUT OF FUNDING RECEIVED UNDER THE AMERICA RESCUE PLAN ACT**

**THIS AGREEMENT** is entered into by and between the County of Kings ("County") and the Home Garden Community Services District, a Community Services District ("Recipient"), referred to individually herein as "Party" or collectively as "Parties," on the following terms and conditions:

WHEREAS, the County received funding under the American Rescue Plan Act ("ARPA") to mitigate the impacts of COVID-19 throughout the county; and

WHEREAS, Recipient suffered a significant loss of revenue as a direct result of the economic impacts of the COVID-19 pandemic in the form of unpaid utility bills ("utility arrears") for multiple customers within Recipient's service area; and

WHEREAS, the County may use its ARPA funding to mitigate negative economic impacts of the COVID-19 pandemic by paying Recipient's utility arrears; and

WHEREAS, the Kings County Board of Supervisors ("the Board") has determined this is a good and proper use of the County's allocated ARPA funds.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the County and Recipient hereby agree as follows:

- 1. PAYMENT OF UTILITY ARREARS.** The County agrees to pay the outstanding balances of Recipient's utility customers for amounts in arrears attributable to charges occurring from January 27, 2020 to August 31, 2021 excluding late fees, overage charges, streetlights, and commercial accounts. Payment shall be subject to the following terms, conditions, and limitations:
  - a. Recipient shall provide the County with an invoice for up to the following amounts outstanding for:
    - a. Water: \$113,430.06;
    - b. Sewer: \$18,368.84;
    - c. Trash: \$19,039.80;
  - b. Said invoice shall include the total amount outstanding as well as the individual amounts owed by each utility customer, the customer's name, account number, and address;
  - c. Recipient shall provide notice to each utility customer listed on the above invoice that his or her debt has been discharged in full and shall provide a copy of said notice to the County;

- d. Recipient shall only use the funds provided under this Agreement to pay the outstanding utility bills of its customers as provided herein; and
- e. Recipient shall allow the County to audit Recipient's records to determine if the funds have been used in accordance with this agreement.

**2. LIABILITY OF COUNTY.** Notwithstanding any other provision of this Agreement, in no event shall the County be liable, regardless of whether any claim is based on contract or tort, for any unpaid utilities, special, consequential, indirect, or incidental damages arising out of or in connection with this Agreement, including, but not limited to, lost profits, equipment purchased, or activities performed in connection with this Agreement.

**3. HOLD HARMLESS, INDEMNIFICATION, AND DEFENSE.** Each Party shall hold harmless, defend, and indemnify the other Party, its agents, officials, officers, and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including injury to any person and/or damage to property arising out of or relating the Party's acts or omissions under this Agreement. This indemnification obligation shall continue beyond the term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

**4. RECORDS.** Recipient shall maintain complete and accurate records with respect to the receipt and disbursement of funds under this Agreement. All such records shall be prepared in accordance with generally accepted accounting procedures and any applicable procedures required by the County or the Federal or State government. All applicable records shall be clearly identified, maintained on site, and be kept readily accessible.

**5. NOTICES.** Any notice to be given must be in writing and be either personally delivered, sent by electronic mail (email), or sent by first class mail, postage prepaid and addressed as follows:

**COUNTY:**  
County Administrative Officer  
1400 W. Lacey Blvd.  
Hanford, CA 93230

Phone No.: (559) 852-2375  
Fax No.: (559) 582- 8261

**With a Copy To:**

**RECIPIENT:**  
Home Garden Community Services  
District  
Attn: LaToya Tate, General Manager  
11677 2<sup>nd</sup> Place  
Hanford, CA 93202

Notice personally delivered is effective when delivered. Notice sent by electronic mail is deemed to be received upon successful transmission. Notice sent by first class mail shall be deemed

received on the fifth (5<sup>th</sup>) day after the date of mailing. Either party may change the above address by giving written notice pursuant to this paragraph.

**6. CONFLICTS WITH LAWS OR REGULATIONS/ SEVERABILITY.** This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties, to be in conflict with any code or regulation governing its subject matter, the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either party is lost, the Agreement may be terminated at the option of the affected party, and some or all of the funds may need to be returned to the County. Such a termination will be treated as a no-fault termination for cause. In all other cases, the remainder of the Agreement shall remain in full force and effect.

**7. MODIFICATION.** No part of this Agreement may be modified without the written consent of both Parties.

**8. RECITALS.** The Recitals to this Agreement are fully incorporated into and are integral parts of this Agreement.

**9. GOVERNING LAW.** This Agreement shall be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles. The Parties agree that this contract is made in and shall be performed in Kings County, California.

**10. NO THIRD PARTY BENEFICIARIES.** Unless specifically set forth, the Parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.

**11. CONTINUING WAIVER.** The failure of either Party to insist on strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either Party of either performance or payment shall not be considered to be a waiver of any preceding breach of the Agreement by the other Party.

**12. HEADINGS.** Section headings are provided for organizational purposes only and do not in any manner affect the scope, meaning, or intent of the provisions under the headings.

**13. ASSIGNMENT.** No part of this Agreement may be assigned, transferred, or sold by Recipient without the prior written consent of the County.

**14. COMPLIANCE WITH LAWS.** Recipient shall comply with all federal, state, and local laws, ordinances, rules, and regulations as are applicable to this Agreement.

**15. CONFLICT OF INTEREST.** Recipient agrees to comply with the law of the State of California regarding conflicts of interests and appearance of conflicts of interests, including, but not limited to Government Code Section 1090 *et seq.*, the Political Reform Act, Government Code Section 81000 *et seq.*, and regulations promulgated pursuant thereto by the California Fair Political Practices Commission. Recipient further agrees that if facts come to its attention

which raise any questions as to the applicability of conflicts of interest laws, it will immediately inform the County and provide all information needed for resolution of this question.

**16. COUNTERPARTS.** The Parties may sign this Agreement in counterparts, each of which is an original and all of which, taken together, form a single document.

**17. AUTHORITY:** Each signatory to this Agreement represents it is authorized to enter into this Agreement and bind the party to which its signature represents.

**IN WITNESS WHEREOF,** the Parties have executed this Agreement as of the day and year signed by the last Party below.

RECIPIENT

By: [Signature]  
[Title] General manager / Board Sec.  
Date: 3/17/2022

ATTEST:

By: [Signature]  
Board President 3/17/2022

Approved as to form:  
By: [Signature] 3/2/2022  
Moses Diaz, District General Counsel

COUNTY OF Kings

By: \_\_\_\_\_  
Chairman, Board of Supervisors

Date: \_\_\_\_\_

ATTEST:

Clerk of the Board of Supervisors

By: \_\_\_\_\_  
Catherine Venturella

Approved as to form:  
County Counsel

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



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM April 5, 2022

**SUBMITTED BY:** Department of Public Health- Rose Mary Rahn

**SUBJECT:** RESOLUTION RECOGNIZING APRIL 4-10, 2022 AS NATIONAL PUBLIC HEALTH WEEK

### **SUMMARY:**

#### **Overview:**

The week of April 4-10, 2022 is recognized as National Public Health Week, which is sponsored by the American Public Health Association. This year's theme is "Public Health is Where You Are". Looking back is celebrating the support of people who are doing the difficult work required to make the United States healthier. Moving forward, there is a need to educate and advocate for public policies that improve the public's health.

#### **Recommendation:**

**Adopt a Resolution proclaiming the week of April 4-10, 2022 as National Public Health Week.**

#### **Fiscal Impact:**

Not applicable.

### **BACKGROUND:**

Each year, National Public Health Week (NPHW) focuses its effort on a different theme, and this year's theme "Public Health is Where You Are", celebrates what we know is true: The place where we are, physically, mentally and societally, affect our health and our lives. The American Public Health Association (APHA) serves as the organizer of NPHW and develops a national campaign to educate the public, policymakers and practitioners about issues related to each year's theme. This year's National Public Health Week is recognition of 27 years of annual celebrations of the collective impact public health has had on improving the public's health, with an overall goal to ensure healthy and safe communities for all.

(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**

### **RESOLUTION RECOGNIZING APRIL 4-10, 2022 AS NATIONAL PUBLIC HEALTH WEEK**

**April 5, 2022**

**Page 2 of 2**

The daily themes for National Public Health Week 2022 are:

Monday: Racism- A Public Health Crisis;

Tuesday: Public Health Workforce- Essential to our Future;

Wednesday: Community- Collaboration and Resilience;

Thursday: World Health Day- Health is a Human Right;

Friday: Accessibility- Closing the Health Equity Gap;

Saturday: Climate Change- Taking Action for Equity;

Sunday: Mental Wellness- Redefining the Meaning of Health

This 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**

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IN THE MATTER OF PROCLAIMING  
THE WEEK OF APRIL 4-10 AS  
PUBLIC HEALTH WEEK

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**Resolution No.** \_\_\_\_\_

WHEREAS, the week of April 4-10, 2022 is National Public Health Week, and the theme is “Public Health is Where You Are”;

WHEREAS, public health is the science and art of preventing disease and promoting the social, mental and physical well-being of human populations, and environmental health is the branch of public health that is concerned with all aspects of the natural and built environment that may affect human health; and,

WHEREAS, a primary responsibility of the County of Kings is to work to assure the health and well-being of its residents of all ages; and,

WHEREAS, communicable diseases, such as Tuberculosis, Syphilis, Gonorrhea, Chlamydia, HIV, and COVID-19 pose a serious, ongoing risk to the population; and,

WHEREAS, Public Health is at the forefront of outbreaks, such as COVID-19, serving to educate and calm community questions and concerns while, at the same time, focusing on mitigation strategies; and,

WHEREAS, the Public Health Nursing division, which includes a Nurse Practitioner, Public Health Nurses and Community Health Nurses are specifically licensed and trained to recognize threats to the health and well-being of the community, to identify those individuals at risk, to educate and encourage prevention strategies among populations, and to test and treat individuals, in order to mitigate the spread of illness; and,

WHEREAS, Public Health is continually changing to meet the needs of underserved populations, which are continually changing as well; and,

WHEREAS, throughout the State of California, Public Health professionals, in addition to their individual work through public health education and protection, have dedicated their ongoing efforts to improving the quality of life and health for people of all ages;

WHEREAS, many emerging pathogens, such as *E. coli*, *Listeria*, *Cyclospora*, *Cryptosporidium*, *Calicivirus*, etc. are affecting the safety of our food and water supplies; and,

WHEREAS, environmental health assessments require a thorough understanding in many areas of public health, including sanitation, food science, microbiology, epidemiology and communicable disease control, chemistry, indoor air quality, water quality, vector control, waste

disposal, and a variety of other skills, such as effective interpersonal communication, risk assessment, and public health law; and;

WHEREAS, throughout the State of California, Public Health professionals, in addition to their individual work through Public Health education and protection, have dedicated their ongoing efforts to improving the quality of life and health for people of all ages.

NOW, THEREFORE, BE IT PROCLAIMED, by the Board of Supervisors of the County of Kings, State of California, does hereby proclaims the week of April 4-10, 2022, as National Public Health Week 2022 and urges all citizens to observe this week by helping our families, friends, neighbors, co-workers and leaders better understand the value of public health.

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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Joe Neves, Chairman  
Board of Supervisors, County of Kings

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

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Catherine Venturella, Clerk  
Board of Supervisors, County of Kings