



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM June 25, 2024

SUBMITTED BY: Administration – Kyria Martinez/Megan Vega

SUBJECT: AGREEMENTS WITH PRIVATE ATTORNEYS FOR PROVIDING DEFENSE SERVICES TO THE INDIGENT ACCUSED

SUMMARY:

Overview:

The County contracts with a panel of independent attorneys to provide indigent defense services, also known as Public Defender services, as required by the Trial Court Funding Act. Kings County is one of the twenty-five (25) Counties that uses contracted attorney services for indigent defense as opposed to having a County Public Defenders Office. In 2024, the County conducted a Request for Qualifications to establish a pool of qualified attorneys to provide indigent defense services. Twenty-five (25) submissions were received and evaluated by a committee, including representatives from Administration, Human Resources, County Counsel and Finance, who exhibit either expertise in the subject matter or are critically involved with the execution of the indigent defense program. The evaluation has been completed, and staff is recommending twenty-two (22) contracts for the Fiscal Year 2024-25 indigent defense panel. Furthermore, the compensation structure was reviewed and staff is recommending these agreements be expanded to cover all indigent defense and to repeal Resolution Number 16-087 which allowed contracted attorneys to bill in addition to their contracted dollar amount.

Recommendation:

- a. Approve agreements with Afreen Kaelble, Cheryl Harbottle, James Harbottle, Matthew Andrews, Tonya Lee, Samual Luton, Michelle Wallis, Karen Butler, William Fjelbo, Robert Bartlett, Marcus Torigian, Greg Blevins, Ismael Rodriguez, Jamil Nushwat, Jared R. Ramirez, Jeffrey Boggs, Melina Benninghoff, Nima Vakili, Ralph Kaelble, Hugo Gomez-Vidal, Jim Trevino, and Shani Jenkins to provide indigent defense services as specified;
- b. Repeal Resolution Number 16-087;
- c. Adopt a Resolution to amend the indigent defense fee schedule to apply to non-contracted attorneys.

(Cont'd)

BOARD ACTION :

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2024.

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.

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Fiscal Impact:

The Recommended Budget for FY 2024-2025 includes expenses anticipated with these agreements in the amount of \$2,830,000. Contracts are listed as follows:

Attorney	Contract Amount	Additional Compensation Types
Afreen Kaelble	\$99,000	
Cheryl Harbottle	\$99,000	
James Harbottle	\$99,000	
Tonya Lee	\$99,000	
Michelle Wallis	\$99,000	
Karen Butler	\$123,000	Juvenile Dependency/Delinquency/LPS Conservatorship
William Fjelbo	\$123,000	Juvenile Dependency/Delinquency/LPS Conservatorship
Robert Bartlett	\$129,000	Post Conviction Cases
Marcus Torigian	\$129,000	Post Conviction Cases
Matthew Andrews	\$132,000	Felony/Prison
Greg Blevins	\$132,000	Felony/Prison
Jamil Nushwat	\$132,000	Felony/Prison
Ismael Rodriguez	\$132,000	Felony/Prison
Samuel Luton	\$132,000	Felony/Prison
Jared R. Ramirez	\$132,000	Felony/Prison
Jeffrey Boggs	\$132,000	Felony/Prison
Melina Benninghoff	\$132,000	Felony/Prison
Nima Vakili	\$132,000	Felony/Prison
Ralph Kaelble	\$132,000	Felony/Prison
Hugo Gomez-Vidal	\$162,000	Felony/Prison & Post Conviction
Jim Trevino	\$162,000	Felony/Prison & Post Conviction
Shani Jenkins	\$187,000	Felony/Prison & Post Conviction & Contract Administrator

These contract amounts have been adjusted from prior years, but it is anticipated that this compensation structure will not represent additional costs to the County. Comparatively, if this structure was in place for Fiscal Year 2023-24, it is estimated that an approximate \$35,000 savings would be realized.

BACKGROUND:

Pursuant to the Trail Court Funding Act, indigent defense services were designated as a county function in the state of California. Of the fifty-eight (58) counties in California, thirty-three (33) maintain public defender's offices. Kings County is one of the twenty-five (25) that uses other methods to fulfill the requirement. The County contracts with a panel of independent attorneys to provide indigent defense services. In 2023, the County entered into an agreement with the Office of the State Public Defender (OSPD) to evaluate its panel system. From the research, the OSPD published a report on its findings and recommendations. Findings in the report include a lack of data collection on caseloads, attorney-client communication gaps, lack of office and office equipment infrastructure, and lack of training and succession planning. To address these concerns, the

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Administration Department, which oversees these contracts, conducted a Request for Qualifications and revised the Agreement for Indigent Defense Services.

REQUEST FOR QUALIFICATIONS PROCESS:

The Request for Qualifications process included submission of a Statement of Qualifications comprising of a resume and application with information such as experience, education, and any disciplinary action taken by the California State Bar Association. A summary of each attorney's qualifications can be found in the attachment "Qualifications Summary". Twenty-five submissions were received and reviewed by a committee of unbiased individuals familiar with the scope of work and indigent defense process. Submissions include twenty-four individuals and one firm. The submissions who satisfactorily met the qualifications for the services were noticed on May 29, 2024. Contracts were sent to twenty-four individual attorneys of which twenty-two have accepted.

Changes to the agreement include compensation, scope expansion to encompass specific client outreach requirements within defined timeframes, specific reporting requirements to address the concerns for lack of data as found in the OSPD report, and reimbursements be provided for mandatory continuing legal education credits, further supporting the professional development of contracted attorneys. The agreement has also been amended to include all indigent defense under one universal contract, whereas in prior years, these contracts were awarded for specific types of casework. This change has necessitated amendments to the compensation structure and revision of Resolution No. 16-087 which established a fee schedule for contracted attorneys who performed services outside of their specific contract type.

PAYMENT HISTORY AND RESOLUTION NO. 16-087 FEE SCHEDULE:

Contracted attorneys have historically been paid a base amount for a specific contract type: Misdemeanor, Juvenile Dependency/Delinquency/LPS Conservatorship, Felony, Conflict Defender, and Prison. If an attorney was unable to provide defense services due to a conflict another attorney would need to be brought in for appointment on the case. There can be several tiers required of conflict within cases depending on the complexity and breadth of indigent defense clients.

Assembly Bill 109 (AB 109), referred to as 2011 Realignment Legislation, shifted the responsibilities of parole revocation hearings from the California Board of Parole Hearings to the local superior courts subsequently expanding the indigent defense responsibility of the County. Prior to the 2011 Realignment Legislation, the panel of Contracted Attorneys were used to provide conflict services for cases outside their scope. In the event that Contracted Attorneys were not able to provide a conflict service, a non-contracted attorney provided those services and were compensated under the fee schedule as established in Resolution No. 03-77. In Fiscal Year 2011-12, the County added a full time Conflict Contracted Attorney to act as primary conflict defense, and the remaining panel would act as secondary conflict defense. Any non-contracted attorney would be compensated under the fee schedule as established in Resolution No. 11-062. These resolutions were specific to non-contracted attorney and did not allow for Contract Attorneys to additionally bill for conflict services. On November 25, 2014, Resolution No. 14-060 was passed allowing Contracted Attorneys to bill for services outside their contract for parole revocation hearings only. On October 18, 2016, Resolution No. 14-060 was repealed and replaced by Resolution No. 16-087 which expanded the use of the fee schedule for Contracted Attorneys to include conflict appointments for types of cases outside the agreement.

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This structure varies from other Counties with panel system indigent defense. Common compensation structures for defense include: contracting with a firm for a flat monthly dollar amount; contracting with individuals for flat monthly dollar amounts, hourly rates, or by case type and activity. Those who pay by case or activity may do so at a flat rate per case and type and progress pay based on benchmarks. Flat dollar amount systems are easier to administer; however, it can create inequity in caseload between attorneys and limit information received since data is not tied to compensation. These are weaknesses with the County's system as identified in the OSPD report. Contracting by hourly rates are considered better for data collection; however, the costs can be uncontrollable due to unpredictability of criminal case filings and hours spent within a fiscal year. Compensation by case type and benchmark activities are also beneficial for data collection but can have the same uncontrollable fiscal implications due to the number of criminal filings. It is common for extenuating circumstances to be compensated for complex cases; however, it is not typical for indigent defense compensation structures to include both flat contracts and regular use of hourly rates.

In Fiscal Year 2022-23, additional payments made to contracted attorneys that were billed off the fee schedule as unrelated to their indigent defense agreements varied from as little as \$0 to as much as \$144,251. Four attorneys billed \$0 outside their agreement, nineteen attorneys billed less than \$40,000, and four attorneys billed more than \$40,000 with the highest being \$144,251 and the second highest at \$60,094.

Year-to-date for Fiscal Year 2023-24, amounts billed off the fee schedule range from \$0 to \$93,268. This year is displaying the same inconsistencies with billing with six attorneys who have billed \$0, sixteen attorneys billed less than \$40,000, and four attorneys billed more than \$40,000 with the highest being \$93,268 and the second highest at \$92,794.

The expansive range of the billings outside of agreements is indicative of a weakness within the indigent defense system and has accounted for continual and uncontrollable growth of expenditures in the Consolidated Courts Budget Unit. This is further illustrated through the time studies submitted by attorneys recording monthly hours, activities, and cases where hours vary significantly between attorneys resulting in different average hourly rates per attorneys for same or similar contract types.

COMPENSATION CHANGES:

In Fiscal Year 2022-23, total payments made to contracted attorneys including contracted agreements and additional hours billed off the fee schedule ranged from \$81,845 to \$226,096. Year-to-date for Fiscal Year 2023-24 total payments made to contracted attorneys range from \$75,024 to \$214,182. This does not include any contracted payments or billings for the month of June. The variation is primarily due to several types of agreements compensated at different rates and additional billings.

Agreement amounts for Fiscal Year 2023-24 were as follows:

Misdemeanor - \$81,845

Conflict - \$94,677

Felony - \$120,040

Prison - \$120,40

Juvenile - \$94,677

Contract Administrator Additional: \$23,408

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Taking into consideration all the types of contracts, the billings received for additional services rendered, and the information received on the time studies by attorneys, the Agreement for Indigent Defense has been revised to one universal scope that includes additional compensation at a flat rate for the consistent appointment for cases within the categories of: Juvenile Dependency or Delinquency, Felony, and Post Conviction. These categories require additional expertise, experience, and time commitments. Due to the updated agreement encompassing all types of indigent defense, no contracted attorney shall bill the County for additional work under the fee schedule creating a more equitable compensation structure within the panel. The fee schedule shall be used for those professionals who do not have agreements for indigent defense.

New compensation is as follows:

Base pay for indigent defense - \$99,000

Rationale: Compared to the previous contracts, this structure will represent an approximate \$17,000 increase over the prior year's misdemeanor agreement and \$4,000 over the prior year's conflict agreement. This figure is similar to the average total compensation of misdemeanor and conflict attorneys in the current fiscal year.

Opportunity for Additional Compensation:

Juvenile Dependency and Delinquency courtroom appointments - \$24,000

Rationale: These cases require additional and specific MCLE credits by law. The judge also requires availability all 5 days per week. Compared to the previous juvenile contract, this agreement will represent an approximate \$28,000 increase over the prior year's structure. Attorneys in this category account for little to none of the additional billings; however, require similar time commitment due to the Court's schedule and complexity of cases. These contracts have the highest vacancy rates of all indigent defense agreements.

Felony and prison courtroom appointments - \$33,000

Rationale: These cases require additional time, knowledge and experience due to the complex nature of felonies and prison cases. Compared to previous felony and prison contracts, this agreement will represent an approximate \$12,000 increase over the prior year's structure. This figure is similar to the average total compensation of felony and prison attorneys in the current fiscal year.

Post Conviction appointments - \$30,000

Rationale: These cases involve research of previously tried cases and require considerable time commitments to appeal or retry the case. These cases were not covered under any previous contract and were previously billed outside contracts using the fee schedule. By including this casework as additional compensation in the agreement, the County can better control and account for the resources spent on these types of cases.

Contract Administrator Additional - \$25,000

Rationale: Additional workload has been added to this role with requirements for maintaining all communications lines including county public defender email, phone line, and po box. Compared to the

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previous coordinator contract, this agreement will represent an approximate \$1,500 increase over the prior year's structure.

The time study requirement has been changed to account for time spent within each category. This tool will be used to assess caseload information, hours per type of casework, and verification of time spent within the additional compensation categories and will be used to continually improve the compensation structure in the future.

All agreements have been reviewed and approved by County Counsel as to form.

Attachments:

Qualifications Summary

AGREEMENTS ARE ON FILE WITH THE CLERK OF THE BOARD.

THE ATTACHMENT IS ON FILE WITH THE CLERK OF THE BOARD AND CAN BE LOCATED ON OUR WEBSITE AT:

<https://www.countyofkingsca.gov/departments/board-of-supervisors/calendar-agenda-and-action-summary>

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

IN THE MATTER OF ESTABLISHING A FEE
SCHEDULE FOR APPOINTMENT OF NON-
CONTRACTED CONFLICT COUNSEL FOR
DEFENSE OF THE INDIGENT ACCUSED

RESOLUTION NO. _____

WHEREAS, it is necessary to provide for the defense of the indigent accused in accordance with Penal Code section 987.2 and for representation of indigent defendants at parole revocation hearings in accordance with Assembly Bill 109; and

WHEREAS, it is also necessary to adopt guidelines for the cost of these defense services; and

WHEREAS, the Kings County Board of Supervisors has entered into contracts with attorneys to provide indigent defense services (“Contracted Attorneys”); and

WHEREAS, the cost and expenses of counsel in the representation of indigent defendants, hereinafter (“Clients”), is a proper and lawful charge upon the County; and

WHEREAS, some indigent defense and parole revocation hearing services will be required for multiple defendant cases, or such matters may present a conflict of interest for Contracted Attorneys; and

WHEREAS, it may be necessary for County to appoint counsel other than Contracted Attorneys (“Conflict Attorneys”) if indigent defense services are required and Contracted Attorneys cannot accept representation.

NOW, THEREFORE, IT IS HEREBY RESOLVED as follows:

1. General Fee Schedule: The following schedule shall be used for determining appropriate attorney’s fees for the Conflict Attorneys. The fees as set forth are cumulative as the case progresses:

- A. Misdemeanor - Case Preparation: \$75.00 per hour, not to exceed \$375.00.
- B. Felony - Case Preparation through Preliminary Hearing: \$75.00 per hour, not to exceed \$375.00.
- C. Felony and Misdemeanor - Motions: \$75.00 each.

- D. Felony - Post-Preliminary Hearing Case Work: \$75.00 per hour, not to exceed \$600.00.
- E. Felony and Misdemeanor - Trial: \$410.00 for the first day of trial; \$160.00 for each half-day thereafter.

2. Specific Case Fee Schedule: The following schedule shall be used for determining appropriate attorney's fees for the Conflict Attorneys. These fees are not cumulative:

- A. Writs of Habeas Corpus: \$75.00 per hour, not to exceed \$750.00.
- B. Mentally Disordered or Mentally Disordered Sex Offender Appointments: \$75.00 per hour not to exceed \$1,000.00 (includes trials and motions).
- C. Prison Case Appointments: \$75.00 per hour.
- D. Death Penalty Case Appointments: \$75.00 per hour.
- E. Juvenile Delinquency or Dependency Appointments: \$75.00 per hour.
- F. Parole Revocation and Mandatory Supervision Appointments: \$250 per case.

3. Extraordinary Fee Motions: This schedule is not intended to preclude the approval of a greater or lesser fee for expenses in unusual or extraordinary cases where a deviation from the schedule is warranted. If such circumstances exist in an assigned case, it will be the responsibility of the Conflict Attorney to motion for extraordinary fees or expenses. All such motions need to be approved by the Contract Administrator for the Indigent Defense Attorneys.

4. Claim Process: The following process should be followed in submitting fee claims:

- A. Claims for attorney's fees must be submitted to the assigned sitting Judge within thirty (30) days of:
 - i. In all cases in which a trial has commenced, the date of dismissal terminating the case, or the date that the judgment of acquittal is rendered, or the date that an appeal may be filed, whichever applies.
 - ii. In all cases resolved without trial being commenced, the last date that service is rendered.
- B. Any Superior Court Judge, the Court Executive Officer, or his designee may, upon good cause shown, approve a late claim in unusual or extraordinary cases.

5. Repeal of Prior Resolution: Resolution No. 16-078.

6. Effective Date: This schedule of fees is to take effect, _____ 2024 and will apply to all appointments made on or after that date.

7. Concurrence of Judges: This schedule of fees is made with notice to the Judges of the Superior Court.

The foregoing Resolution was adopted upon motion by Supervisor _____, seconded by Supervisor _____, at a regular meeting held on the ____ day of, _____2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Doug Verboon, Chairman
Board of Supervisors, County of Kings

WITNESS my hand and seal of said Board of Supervisors this ____ day of, 2024.

Catherine Venturella, Clerk to the Board

FY 24-25 Contracted Attorney Fact Sheet

Matthew Andrews

Admitted to State Bar: 2011

Juris Doctorate, 2010 – University of San Francisco, CA .

Experience in: Felony, Juvenile, Probation Revocation, Prison, Appellate, Immigration

Years in Criminal Trial Court: 5

Robert Bartlett

Admitted to State Bar: 1998

Juris Doctorate, 1986 – Western State University, San Diego, CA.

Experience in: Felony, Juvenile, Probation Revocation, Appellate

Years in Criminal Trial Court: 36

Gregory Blevins

Admitted to State Bar: 1998

Juris Doctorate, 1998 – San Joaquin College of Law, Clovis, CA.

Experience in: Felony, Juvenile, Probation Revocation, Prison

Years in Criminal Trial Court: 26

Melina Benninghoff

Admitted to State Bar: 1993

Juris Doctorate, 1993 – UC Law San Francisco, CA.

Experience in: Felony, Juvenile, Probation Revocation, Prison, Appellate

Years in Criminal Trial Court: 29

Jeffrey D. Boggs

Admitted to State Bar: 2017

Juris Doctorate, 2016 – San Joaquin College of Law, Clovis, CA.

Experience in: Felony, Juvenile, Probation Revocation, Prison, Appellate

Years in Criminal Trial Court: 7

Karen Butler

Admitted to State Bar: 1988

Juris Doctorate, 1987 – McGeorge School of Law, University of the Pacific, Sacramento CA.

Experience in: Juvenile

Years in Criminal Trial Court: 34

William Fjellbo

Admitted to State Bar: 1983

Juris Doctorate, 1982 – Armstrong College, School of Law, Berkeley, CA.

Experience in: Juvenile

Years in Criminal Trial Court: 28

Hugo Gomez-Vidal

Admitted to State Bar: 2004

Juris Doctorate, 2001 – San Joaquin College of Law, Clovis, CA.

Experience in: Felony, Probation Revocation, Prison

Years in Criminal Trial Court: 20

Cheryl L. Harbottle

Admitted to State Bar: 2018

Juris Doctorate, 2013 – Northwestern California University of Law, Sacramento, CA.

Experience in: Felony, Juvenile, Prison, Appellate, Post-Conviction

Years in Criminal Trial Court: 6

James H. Harbottle

Admitted to State Bar: 1996

Juris Doctorate, 1996 – San Joaquin College of Law, Clovis, CA.

Experience in: Felony, Juvenile, Probation Revocation, Homicides, Prison

Years in Criminal Trial Court: 22

Shani Jenkins

Admitted to State Bar: 1998

Juris Doctorate, 1998 – San Joaquin College of Law, Clovis, CA.

Experience in: Felony, Probation Revocation, Prison, Appellate

Years in Criminal Trial Court: 25

Ralph Kaelble

Admitted to State Bar: 1998

Juris Doctorate, 1998 – Loyola Law School, Los Angeles, CA.

Experience in: Felony, Juvenile, Probation Revocation, Prison

Years in Criminal Trial Court: 25

Afreen Kaelble

Admitted to State Bar: 1998

Juris Doctorate, 1998 – Loyola Law School, Los Angeles, CA.

Experience in: Felony, Juvenile, Probation Revocation, Prison

Years in Criminal Trial Court: 25

Tonya Lee

Admitted to State Bar: 2000

Juris Doctorate, 1999 – McGeorge School of Law, University of the Pacific, Sacramento CA.

Experience in: Felony, Juvenile, Probation Revocation, Prison

Years in Criminal Trial Court: 25

Samuel Luton

Admitted to State Bar: 1997

Juris Doctorate, 1995 – Hastings College of Law (UCSF Law), San Francisco, CA.

Experience in: Felony, Juvenile, Probation Revocation, Prison

Years in Criminal Trial Court: 26

Jamil Nushwat

Admitted to State Bar: 2005

Juris Doctorate, 2005 – University of San Francisco School of Law, San Francisco, CA.

Experience in: Felony, Juvenile, Probation Revocation, Prison, Immigration, Appellate

Years in Criminal Trial Court: 18

Jeffrey Peterson

Admitted to State Bar: 2017

Juris Doctorate, 2014 – Mercer University, Macon, GA.

Experience in: Juvenile

Years in Criminal Trial Court: 2

Jared Ramirez

Admitted to State Bar: 2013

Juris Doctorate, 2013 – Southwestern Law School, Los Angeles, CA

Experience in: Felony, Juvenile, Probation Revocation, Prison, Appellate

Years in Criminal Trial Court: 10

Ismael Rodriguez

Admitted to State Bar: 2004

Juris Doctorate, 2004 – Thomas Jefferson School of Law, San Diego, CA

Experience in: Felony, Probation Revocation, Prison

Years in Criminal Trial Court: 19

Robert Stover

Admitted to State Bar: 1998

Juris Doctorate, 1998 – San Joaquin College of Law, Clovis, CA

Experience in: Felony, Juvenile, Probation Revocation, Prison, Appellate

Years in Criminal Trial Court: 23

Marcus Torigian

Admitted to State Bar: 1994

Juris Doctorate, 1993 – McGeorge School of Law, University of the Pacific, Sacramento CA.

Experience in: Felony

Years in Criminal Trial Court: 30

Jim Trevino

Admitted to State Bar: 2005

Juris Doctorate, 1999 – San Joaquin College of Law, Clovis, CA.

Experience in: Felony, Juvenile, Probation Revocation, Prison, Immigration, Appellate

Years in Criminal Trial Court: 19

Nima Vakili

Admitted to State Bar: 2014

Juris Doctorate, 2009 – Western Michigan University Thomas M. Cooley Law School, MI.

Experience in: Felony, Juvenile, Probation Revocation, Prison, Immigration, Appellate

Years in Criminal Trial Court: 10

Michelle Wallis

Admitted to State Bar: 2002

Juris Doctorate, 2021 – California Western School of Law, San Diego, CA

Experience in: Felony, Juvenile, Probation Revocation, Prison

Years in Criminal Trial Court: 20



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM June 25, 2024

SUBMITTED BY: Administration – Kyria Martinez/Matthew Boyett

SUBJECT: STATE LEGISLATIVE LOBBYIST SERVICES CONTRACT

SUMMARY:

Overview:

Each year the County contracts for state lobbyist services. On May 5, 2020, the Board entered into an agreement with the CrisCom Company (CrisCom) for state lobbyist services. On May 16, 2023, the Board approved a second amendment to extend services with CrisCom through June 30, 2024. At the May 16, 2023 Board meeting, staff informed the Board of their intent to go out to a formal bid at the conclusion of the second amendment with CrisCom. The County has since concluded a Request for Qualifications (RFQ) process and recommends entering into a contract with Shaw Yoder Antwih Schmelzer & Lange (SYASL) for state lobbyist services.

Recommendation:

Approve the agreement with Shaw Yoder Antwih Schmelzer & Lange for state legislative lobbyist services effective July 1, 2024 through June 30, 2026.

Fiscal Impact:

The annual cost of the proposed agreement is \$60,000. Currently, the cost for the current state lobbyist contract is \$54,000. The proposed agreement is \$6,000 more annually. Sufficient appropriations have been included in Administration’s Fiscal Year 2024-25 Recommended Budget in Budget Unit 111000.

BACKGROUND:

The environment in Sacramento continues to be substantially different today than it was a little over a decade ago. Term limits have caused a much greater turnover in legislators throughout the State, resulting in a greater reliance on State staff and legislative advocates for institutional memory and for an understanding of the legislative process to accomplish advocacy goals. Having a presence in Sacramento has enhanced Kings

(Cont’d)

BOARD ACTION :

APPROVED AS RECOMMENDED: ___ OTHER: ___

I hereby certify that the above order was passed and adopted
on _____, 2024.

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.

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STATE LEGISLATIVE LOBBYIST SERVICES CONTRACT

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County's relationship with its legislators and with staff at the California State Association of Counties (CSAC). This has been critical in the County's efforts to accomplish certain legislative goals in past years.

Kings County contracted with Michael Y. Corbett and Associates for Legislative Advocacy Services at the State level since 1999. The contract expired on February 29, 2020. Additionally, a Request for Proposal process was held seeking services for a State lobbyist. On May 5, 2020, the Board entered into an agreement with CrisCom as the selected vendor for the term of July 1, 2020 through June 30, 2021. On June 15, 2021, the Board approved an agreement with CrisCom to continue services from July 1, 2021 through June 30, 2022. The Board approved an amendment to that agreement on May 24, 2022 to extend services through June 30, 2023. On May 16, 2023, the Board approved the second amendment to extend services with CrisCom through June 30, 2024. At the May 16, 2023 Board meeting, staff informed the Board of their intent to go out to a formal bid at the conclusion of the second amendment with CrisCom.

On April 9, 2024, the County released RFQ 2024-41 for state lobbyist services. There was a deadline of May 3, 2024 for interested parties to submit questions to the County regarding the RFQ. Administration received no questions. The RFQ was officially closed on May 10, 2024 at 4:00PM. The County received four proposals: Bryant Government Affairs/Apekian Advocacy/Phronesis Strategic, Nielsen Merksamer, CrisCom, and SYASL. A selection committee of six County staff spanning a wide variety of Board legislative priorities reviewed and scored the four proposals individually. At the conclusions of the RFQ process, SYASL was identified as the most qualified to perform state lobbyist services for the County.

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

Agreement No. _____

**COUNTY OF KINGS
AGREEMENT FOR SERVICES**

THIS AGREEMENT is made and entered into on _____, 2024, by and between the County of Kings, a political subdivision of the State of California (“County”) and Shaw Yoder Antwih Schmelzer & Lange, a California firm (“Contractor”) (singularly a “Party,” collectively the “Parties”).

RECITALS

WHEREAS, the County requires state lobbyist services to address matters in which the County needs professional assistance and representation before the California State Legislature, individual State Legislators, the California State Governor, and other state agencies.; and

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

NOW, THEREFORE, the Parties agree as follows:

1. SCOPE OF SERVICES

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

2. RESPONSIBILITIES OF CONTRACTOR

Contractor possesses the requisite skills necessary to perform the work under this Agreement and the County relies upon such skills. Contractor shall utilize its ability, experience, and talent to faithfully, industriously and professionally perform the work set forth the Scope of Work attached as **Exhibit A** to the County’s reasonable satisfaction. The County’s acceptance of Contractor’s work does not constitute a release of Contractor from its professional responsibility.

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

3. COMPENSATION

Contractor shall receive an annual fee of \$60,000 for each year of this Agreement as compensation in full for the services rendered under this Agreement. Contractor shall not be entitled to nor receive additional compensation from the County unless this

Agreement is amended in writing by both Parties.

Should no funds or insufficient funds be appropriated for this Agreement, the County reserves the right to propose an amendment or unilaterally terminate this Agreement immediately.

Upon submission of an invoice by Contractor, and upon approval of the County's representative, the County shall pay Contractor monthly in arrears, up to the maximum amount provided for in Section 3. Each invoice must include a description of services rendered, to whom, date of service and the charges according to the agreed upon method.

4. TERM

This Agreement commences on July 1, 2024 and terminates on June 30, 2026, unless otherwise terminated in accordance with its terms.

This Agreement may be extended by mutual consent of the Parties for an additional one-year term under the same terms and conditions set forth in this Agreement.

5. RECORDS AND INSPECTIONS

Contractor shall maintain full, complete, and accurate records with respect to all matters covered under this Agreement. Contractor shall: a) prepare all records in accordance with generally accepted accounting procedures; b) clearly identify and the records; c) keep said records readily accessible; and d) maintain the records for seven (7) years after the termination of this Agreement. County shall have free access during normal work hours to such records and the right to examine, inspect, copy, or audit them, at no cost to County.

6. AMENDMENTS

The Parties may modify this Agreement only by a written amendment signed by the Contractor and the County's Board of Supervisors ("Board") or other representative as authorized by the Board.

7. TERMINATION

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

A. Without Cause. Either Party may terminate this Agreement without cause by giving the other Party thirty (30) calendar days' written notice of its intention to terminate pursuant to this provision, specifying the date of termination. If the County's funding for

services under this Agreement becomes unavailable, the County may terminate this Agreement effective immediately.

B. With Cause. This Agreement may be terminated by either Party should the other Party materially breach its duties or responsibilities hereunder. Upon determining a material breach has occurred, the non-breaching Party shall provide written notice to the breaching Party of its intention to terminate this Agreement and inform the breaching Party whether the breach is able to be cured or not.

1) Breach Subject to Cure. Unless otherwise specifically noted in the Notice of Breach, all Notices of Breach shall be deemed subject to this provision. If the non-breaching Party deems the breach of a nature subject to cure, said Party shall allow the breaching Party a period of at least ten (10) calendar days to cure the breach. If the breach is not remedied within the period specified in the Notice of Breach, the non-breaching Party may terminate the Agreement upon further written notice specifying the date of termination.

a. In the event the nature of the breach requires more time than allowed in the Notice of Breach to cure, the breaching Party may submit a written proposal to the non-breaching Party within that period, setting forth a specific plan to remedy the breach and the date certain for completion. If the non-breaching Party assents to the proposed plan in writing, the breaching Party shall immediately commence curing the breach. If the breaching Party fails to cure the breach within said period, the non-breaching Party may terminate this Agreement: i) immediately; ii) on the date specified in the Notice of Breach; or iii) grant the breaching Party additional time to cure.

b. Alternatively, the County may elect to cure the breach and Contractor shall bear all expenses incurred the County in curing the breach.

2) Breach Not Subject to Cure. If the non-breaching Party deems the breach is of such a nature as it is not subject to or is incapable of being cured, it shall provide a Notice of Breach to the breaching Party of its intent to terminate this Agreement, in which it shall include a date upon which the Agreement terminates.

C. Effects of Termination. Termination of this Agreement shall not terminate Contractor's obligations or liability to the County for damages sustained by the County because of the Contractor's breach, nor the Contractor's duty to indemnify, maintain and make available any records pertaining to this Agreement, cooperate with any audit, be subject to offset, or make any reports of pre-termination contract activities.

D. No Waiver of Breach or Breach by Forbearance. In no event will either Parties' act of forbearance regarding previous acts by the other Party: i) constitute a breach or breach of the Party's obligations under this Agreement; ii) waive a Party's right to assert

breach or breach; nor iii) impair or prejudice any remedy available to the non-breaching Party.

8. INSURANCE

A. Requirement to Obtain, Maintain, and Deliver Proof of Insurance Prior to Execution of the Agreement or Commencement of Work. Without limiting the County's right of indemnification from Contractor or any third parties, Contractor shall purchase and maintain the insurance policies described below (collectively, the "Insurance Policies") prior to the commencement of work or execution of this Agreement. Contractor shall maintain the Insurance Policies throughout the term of this Agreement.

B. Contractor shall deliver an Endorsed Additional Insured page from Contractor's insurance carrier to the County's Risk Manager guaranteeing said coverage to the County prior to the execution of this Agreement. Contractor shall deliver proof of insurance and all endorsements in accordance with this Agreement's Notice Section, or as otherwise agreed between the Parties. Failure to obtain, maintain, or provide the Insurance Policies or proof of the same is a material breach of this Agreement and may result in the immediate suspension or termination of this Agreement for cause, in addition to any other remedies the County may have under the law.

C. Endorsement of Policies. Contractor shall cause each of the Insurance Policies to be endorsed designating the County and its Board members, officials, officers, employees, and agents as additional insureds, using ISO form CG 20 26 or an alternate form that is at least as broad as form CG 20 26, as to any liability arising from the performance of this Agreement.

D. Waiver of Subrogation Rights against the County. To the extent possible, each insurance policy must include a waiver of the insurer's subrogation rights against the County.

E. Insurance Limits. Contractor shall obtain the insurance policies in the amounts set forth below, unless the County's Risk Manager approves other limits, in writing, prior to the execution of this Agreement:

1. Commercial General Liability covering bodily injury, personal injury, and property damage with minimum limits of Two Million Dollars (\$2,000,000) per occurrence and Five Million Dollars (\$5,000,000) annual aggregate.

2. Comprehensive Automobile Liability covering a) bodily injury of not less than Five Hundred Thousand Dollars (\$500,000) per person and One Million Dollars (\$1,000,000) per accident and property damage of not less than One Hundred Thousand Dollars (\$100,000); or b) coverage with a combined single limit of One Million Dollars

(\$1,000,000). The Comprehensive Automobile Liability must cover owned and non-owned vehicles used in connection with this Agreement.

3. Workers Compensation as required by the California Labor Code. Contractor shall cause the policy to be endorsed to waive the insurer's subrogation rights against the County.

4. Professional Liability covering Contractor's wrongful acts, errors, and omissions with limits not less than One Million Dollars (\$1,000,000) per occurrence or claim, and Three Million Dollars (\$3,000,000) annual aggregate limit.

F. Rating of Insurers. Contractor shall obtain insurance placed with admitted insurers rated by A.M. Best Co. as A:VII or higher. Lower rated, or approved but not admitted insurers, may be accepted upon prior approval of the County's Risk Manager.

G. Notice of Cancellation to the County and Payment of Premiums. Contractor shall cause each of the above insurance policies to be endorsed to provide the County with thirty (30) days' prior written notice of cancellation. The County is not liable for the payment of premiums or assessments on the policy. No cancellation provisions in the insurance policy shall be construed in derogation of the continuing duty of the Contractor to furnish insurance during the term of this Agreement.

9. INDEMNIFICATION

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

B. All Other Services. Other than in the performance of professional services, including agreements where professional services will be provided along with other types of services, and to the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless the County, and any and all of its Board members, officials, employees, and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or

in part, any act, omission, fault or negligence, whether active or passive, by Contractor or by any individual or entity for which Contractor is legally liable, including, but not limited to, officers, agents, employees, or subcontractors of Contractor.

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

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

10. INDEPENDENT CONTRACTOR

Contractor is an independent contractor and not an agent, officer, or employee of the County. This Agreement is by and between two (2) independent contractors and is not intended to, nor will it be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

11. COMPLIANCE WITH LAW

Contractor shall comply with all federal, state, and local laws and regulations applicable to its performance including, but limited to, Government Code section 8350 *et seq.* regarding a drug free workplace, all health and safety standards set forth by the State of California and County, and the California Public Records Act, Government Code section 6250 *et seq.*

12. CONFIDENTIALITY

Contractor shall not use County's confidential information ("Confidential Information") for any purpose other than performing under this Agreement, and Contractor shall prevent the unauthorized disclosure of Confidential Information. Upon receipt of third-party's request to disclose Confidential Information, Contractor shall promptly submit said request to County.

13. CONFLICT OF INTEREST

Contractor warrants that its board of directors, employees, officers, including the immediate families of each have no financial interest, direct or indirect, that conflicts with rendering services under this Agreement and will not acquire any such financial interest. Contractor shall not employ, nor retain any such person during the term of this Agreement. Contractor is not relieved from personal responsibility under this Section 13 by their

associates and employees rendering services. Contractor has an affirmative duty to and shall disclose the name(s) of any person(s) who have an actual, potential, or apparent conflict of interest.

14. NONDISCRIMINATION

In rendering services under this Agreement, Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, gender identity, gender expression, sexual orientation, military status, or any other protected basis.

Further, Contractor shall not discriminate against its employees, which includes, but is not limited to, employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

15. SUBCONTRACTORS

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

16. ASSIGNMENT

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

17. UNFORESEEN CIRCUMSTANCES

Neither Party shall be responsible for any delay caused by natural disaster, epidemic, pandemic, war, civil disturbance, labor dispute, or other cause beyond the reasonable control of a Party, on the condition the affected Party notices the other Party in writing of the delay's cause within ten (10) of the date the delay began. Thereafter, the Parties shall meet and confer as to whether to amend, suspend, or terminate this Agreement.

18. OWNERSHIP OF DOCUMENTS

The County owns and is entitled to possess all computations, plans, correspondence, pertinent data, and information gathered by or computed by Contractor prior to this Agreement's termination or upon completion of the work under this Agreement. County's reuse of any such materials in a manner other than originally intended is at the County's sole risk. Material prepared in connection with this Agreement is not subject to copyright

in the United States of American, or in any foreign state.

19. NOTICE

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

County of Kings

Kyria Martinez, County Administrative
Officer

County of Kings
1400 West Lacey Blvd., Building 1
Hanford, CA 93230

Contractor

Paul Yoder, Managing Partner

Shaw Yoder Antwih Schmelzer & Lange
1415 L Street, Suite 1000
Sacramento, CA 95814

Notice given by: a) personal delivery is effective on the date of personal delivery; b) fax is effective on date of transmittal; c) overnight carrier is effective on the date of delivery; d) email is effective on the date of delivery, with a read receipt; e) first-class mail is effective five (5) days after the date of mailing, or the delivery date on the return receipt, whichever occurs first.

20. CHOICE OF LAW

The Parties executed and delivered this Agreement in the Kings County, State of California. The laws of the State of California govern the validity, enforceability, and interpretation of this Agreement. The Parties entered into this Agreement in Kings County, rendering Kings County the appropriate venue for bringing any action in connection with this Agreement, whether in law or equity. Contractor waives any rights it may possess under Code of Civil Procedure Section 394 to transfer any action arising out of this Agreement to a neutral county, or alternate venue.

21. SEVERABILITY

If a court of competent jurisdiction finds any of the provisions of this Agreement unenforceable, the remaining provisions remain enforceable and the unenforceable provisions will constitute an amendment to the limited extent required to permit enforcement of the Agreement as a whole.

22. SURVIVAL

The following sections of this Agreement survive its termination: a) Section 5, Records and Inspections; b) Section 8, Insurance; c) Section 9, Indemnification; and d) Section 12, Confidentiality.

23. NO THIRD-PARTY BENEFICIARIES

Unless otherwise specifically stated in this Agreement, the County and Contractor are the only Parties to this Agreement and the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or will be construed to grant any right or benefit to a third party, directly, indirectly, or otherwise.

24. ADA COMPLIANCE

Contractor shall comply with the Americans with Disabilities Act, Title II and applicable California state laws. The law providing the greatest degree of access to qualified persons with disabilities shall apply to this Agreement.

Contractor shall ensure that all persons receiving programs, services, or activities through this Agreement shall receive a copy of or have access made available to the County's ADA grievance procedures as set forth in County's ADA Self-Evaluation, Appendix E, which is attached to this Agreement as **Exhibit C**.

25. ENTIRE AGREEMENT; CONTRIBUTIONS OF BOTH PARTIES

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

Each Party had an opportunity to review this Agreement, consult with legal counsel, and negotiate terms. Contractor waives the rule under Civil Code section 1654, that ambiguities in a contract should be construed against the drafter. Civil Code section 1654 has no application to the construction of the Agreement.

26. ELECTRONIC SIGNATURES; COUNTERPARTS

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

The Parties may execute this Agreement in two (2) or more counterparts that together constitute one (1) Agreement.

27. AUTHORITY

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

IN WITNESS WHEREOF, the Parties executed this Agreement the day and year first written above.

COUNTY OF KINGS

Shaw Yoder Antwih Schmelzer & Lange

By: _____
Doug Verboon, Chair
Kings County Board of Supervisors

By:  _____
Paul Yoder
Managing Partner

ATTEST

By: _____
Catherine Venturella, Clerk of the Board

RISK MANAGEMENT APPROVED AS TO
INSURANCE

By:  06/12/2024
Sarah Poots, Risk Manager

APPROVED AS TO FORM
Diane Freeman, County Counsel

By:  6/11/2024
Carrissa Adams, Deputy County Counsel

Exhibits/Attachments:

Exhibit A: Scope of Work

Exhibit B: Kings County ADA Grievance Procedures

Exhibit A

State lobbying services will include (but are not limited to) the following:

Strategy

- Work with the Board of Supervisors, County Administrative Officer, and key staff to discuss goals, objectives, opportunities, and priorities.
- Assist the County in the development and implementation of its legislative agenda (known as the Legislative Platform), key proposals, and policy positions.
- Propose an annual strategic advocacy and political engagement plan designed to achieve legislative goals and support business objectives.
- Develop a plan for off-session activities and coordinate with County staff.

Tracking and Reporting

- Identify, track, and report on state legislation, legislative proposals, and state regulatory processes, including specific analysis of administrative, legislative, and regulatory matters that may have an impact on the County.
- Report activities at a minimum throughout the contract term:
 - Weekly updates on pending issues as they arise, via telephone or virtual conference.
 - A brief weekly written status report during the Legislative Session for the County.
 - A final written report and in-person presentation at the end of Legislative Session for the County.
- Track priorities and meetings of aligned partner organizations including California State Association of Counties.
- Develop the County's annual Legislative Platform, draft legislation, supporting documents, and amendments, as necessary.
- Organize state lobby registration, compliance, and reporting.

Advocacy

- Support the County with a strong presence in the California State Capitol as the "eyes and ears" of the County and serve as the day-to-day contact for legislators and other lobbyists on behalf of the County.
- Work to achieve the County's goals on legislation, issues, or rules by lobbying members of the State Legislature, legislative staff, and state government officials.
- Track and attend committee and rulemaking hearings, and coordinate and assist in the preparation of testimony, submissions, and in-person testimony.
- Attend and participate in interim hearings and meetings regarding issues important to the County.

Relationship Building

- Assist in the development of relationships with key legislators, regulatory agencies, state agencies, local governments, and community organizations.
- Develop strong connections with other agencies and state membership organizations to support mutual goals as identified.
- Facilitate meetings with State Legislators and agency department leaders to provide the County with the opportunity to meet face-to-face with key decision-makers on pertinent County issues.

In addition to the services outlined above, state lobbying services will include (but are not limited to) the following:

- Hold meetings with County staff, as directed, to discuss the current political situation in Sacramento, review legislation, pending regulatory actions, open or forthcoming funding opportunities, upcoming ballot measures, and any other issues of interest to the County and further obtain an understanding of the County's desired legislative and regulatory program, and to define specific objectives for the upcoming calendar year.
- Meet with relevant legislators and other key state officials, formally when needed and informally on an ongoing basis, with an emphasis on building and maintaining excellent relationships to further the County's stated goals.
- Work with County staff to translate legislative and funding priorities into specific tactics, such as introduction of, or amendments to, bills to further County goals, the adoption of official positions on existing legislation and pending regulatory actions, the adoption of official positions on funding programs and administrative guidelines. Obtain authors and champions for County-originated legislative proposals and lobby the Legislature and Administration-level officials to further County legislative and funding priorities.
- As bills of interest to the County move through the legislative process, monitor and if appropriate, communicate the County's official position on legislation to the appropriate legislators, committees, and staff, including preparing and distributing letters and alerts, preparing and delivering testimony before committees, and through personal contact with and lobbying of appropriate legislators and staff. This process would include preparing County staff for carrying out similar activities, such as testifying before committees and meeting with legislators, legislative staff, or administrative officials. As bills move to the Governor's desk, communicate with the appropriate staff in the Governor's Office and in his key policy departments and agencies regarding the County's position on bills. Carry out a similar strategy on all regulatory and funding matters of interest to the County, including lobbying Executive Branch agencies and departments as well as state boards and commissions.
- As funding opportunities become available that align with County funding

priorities, notify the County of the opportunities and pursue requested changes to program structure and administrative guidelines for Kings County, including by securing letters from legislative champions and allies.

- Review every individual piece of legislation as it is introduced or amended. Help identify bills of importance to the County by first flagging bills that may have an impact on the adopted legislative and regulatory program. Also, crosscheck key bills flagged by other Contractor clients, as well as associations and companies representing County interests to further bolster efforts to initially capture relevant bills. Research the background of and obtain all available specialized reports and other printed information relating to key bills and refer that material to staff to assist in the development of agency positions. Provide advice and analysis as necessary on the key bills identified by staff. As the County adopts positions on these introduced and amended bills, carry out the activities identified above. Continue to track these bills in a computer database and generate regular, streamlined reports to the County regarding the status of each of the County's tracked bills.
- Monitor and attend legislative committee and administrative agency hearings as necessary to assess the impact on the County of actions taken by these entities regarding legislation, regulations, and funding opportunities. Emphasis will be placed on legislation, regulations, or funding developments consistent with the County's legislative and funding priorities.
- Assist County staff in developing strategies and assessing political considerations and provide recommendations to respond to legislative and regulatory issues as they arise, whether in the form of specific bills or as broad policy or funding issues. Emphasis will be placed on maximizing state benefits accruing to the County and opposing threats to the County's missions.
- Assist in working with regional agencies and state agencies and commissions to develop support for County policies and identify those entities with like-minded goals.
- Maintain necessary formal and informal ongoing communications with Governor's Office staff and state officials on the County's behalf. This continuing contact would ensure that these individuals understand that Kings County should be of vital interest to them and a critical component of the future of legislation affecting county operations and governance.
- Upon request from County staff, provide logistical support to arrange appointments, meetings, and site tours with key elected officials, their staff, and state agencies, departments, boards, and commissions.
- Provide necessary or requested written and oral reports on issues of importance to the County including: telephone calls and/or emails as needed to provide high priority alerts on breaking legislative, regulatory, and funding and ballot measure news; regularly-scheduled telephone calls (at a frequency determined by the County for purposes of providing updates and receiving direction; and, if needed,

regular written reports reflecting the latest status of each bill lobbied or being monitored by the County, as well as an overview of ongoing policy and state and regional funding developments affecting Kings County. Also, at the County's request, attend County meetings and provide presentations to County staff and leadership.

- Adhere to all regulations governing the activities of registered lobbyists in California, including preparing necessary Fair Political Practices Commission lobbying reports for execution by the County.

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Exhibit B

Kings County

Grievance Procedure under ADA or California State Disability Civil Rights Laws

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

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

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

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

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

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

FAX (559) 584-0865

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

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

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

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

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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 June 25, 2024

SUBMITTED BY: Administration – Kyria Martinez/Matthew Boyett

SUBJECT: PUBLIC AGENCY RETIREMENT SERVICES

SUMMARY:

Overview:

Administration would like to present to the Board the Public Agency Retirement Services (PARS) organization and program. PARS is a private organization that provides retirement benefits to public agencies. PARS offers customized retirement solutions that lower costs and sustainably address retirement and pension obligations.

Recommendation:

Overview and update of the Public Agency Retirement Services organization.

Fiscal Impact:

There is no fiscal impact to the County General Fund with this presentation. As of April 2024, a balance of \$933,819 exists in the County’s PARS Post-Employment Benefits Trust.

BACKGROUND:

PARS was founded in 1984 and launched a Voluntary Retirement/Separation Incentive program. In 2006, PARS became the first provider in the nation to receive an Internal Revenue Service (IRS) Private Letter Ruling for multiple employer Section 115 Other Post-Employment Benefits (OPEB) Trust to reduce retiree healthcare liabilities. In 2015, they received the first ever IRS Private Letter Ruling for a combination trust for refunding both OPEB and pension liabilities in the same Section 115 Trust. As of 2024, PARS accomplished 40 years of serving public agency clients with over 2,000 plans administered since inception.

PARS offers pension prefunding/pension reserves, and is an IRS-approved Section 115 trust program designed to prefund pension costs and address pension liabilities. It also offers retiree healthcare (OPEB) benefits, which

(Cont’d)

BOARD ACTION :

APPROVED AS RECOMMENDED: ___ OTHER: ___

I hereby certify that the above order was passed and adopted
on _____, 2024.

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.

Agenda Item

PUBLIC AGENCY RETIREMENT SERVICES

June 25, 2024

Page 2 of 2

can be prefunded into the same trust. Prefunding both OPEB and pension in one trust brings administrative efficiencies and can result in lower fees as assets accumulate.

PARS is a separate entity from the California Public Employees' Retirement System (CalPERS). CalPERS is the state pension system, while PARS is a private company providing retirement services to public sector agencies.

The County established a PARS Section 115 Trust account in September 2021 to prefund and address its pension liability with CalPERS. The trust does not pay benefits directly to employees; however, the County can utilize funds within the trust to pay its annual pension expenses to CalPERS. The trust is irrevocable, meaning that any funds deposited into the pension account can only be withdrawn for pension-related expenses.

The benefits of prefunding pension obligations within a PARS 115 Trust include the following: Complete local control over assets – the County has complete control over assets, including contributions, disbursements, and the timing, amount, and risk tolerance level of investments; Pension rate stabilization – assets can be transferred to the retirement system (e.g., CalPERS) at the County's direction, potentially reducing or eliminating large fluctuations in employer contribution amounts; Rainy day fund – provides an emergency source of funds when employer revenues are strained during difficult budgetary or economic times; and Diversification – allows for investment flexibility and offers the potential for assets to earn greater returns than the General Fund, spreading the risk compared to sending additional money to CalPERS.

PARS can tailor a plan to meet the unique needs of public agencies and their employees by providing defined benefit and defined contribution plans. Thus, creating an added layer of benefits to the existing workforce.



PUBLIC AGENCY
RETIREMENT SERVICES



COUNTY OF KINGS

PARS 115 Trust – Pension Rate Stabilization Program Plan Client Review

June 25, 2024

CONTACTS



Mitch Barker
Senior Consultant
(949) 310-4876
mbarker@pars.org

Dennis Mullins
Senior Portfolio Manager
(513) 304-0398
dennis.mullins@usbank.com

Carter Kimberly
Senior Consultant
(800) 540-6369 x102
ckimberly@pars.org

Alexandra Irving
Client Services Coordinator
(800) 540-6369 x105
airving@pars.org

PARS 115 TRUST TEAM

Trust Administrator & Consultant*



- Serves as record-keeper, consultant, and central point of contact
- Sub-trust accounting
- Coordinates all agency services
- Monitors plan compliance (IRS/GASB/State Government Code)
- Processes contributions/disbursements
- Hands-on, dedicated support teams

40	2,000+	1,000+	500+	500K+	\$8.0B
Years of Experience (1984-2024)	Plans under Administration	Public Agency Clients	115 Trust Clients	Plan Participants	Assets under Administration

* See important information regarding PARS in the Disclaimer page at the end of the presentation.

Trustee



- 5th largest commercial bank
- Safeguard plan assets
- Oversight protection as plan fiduciary
- Custodian of assets

161	\$10.3T
Years of Experience (1863-2024)	Assets under Administration

Investment Manager

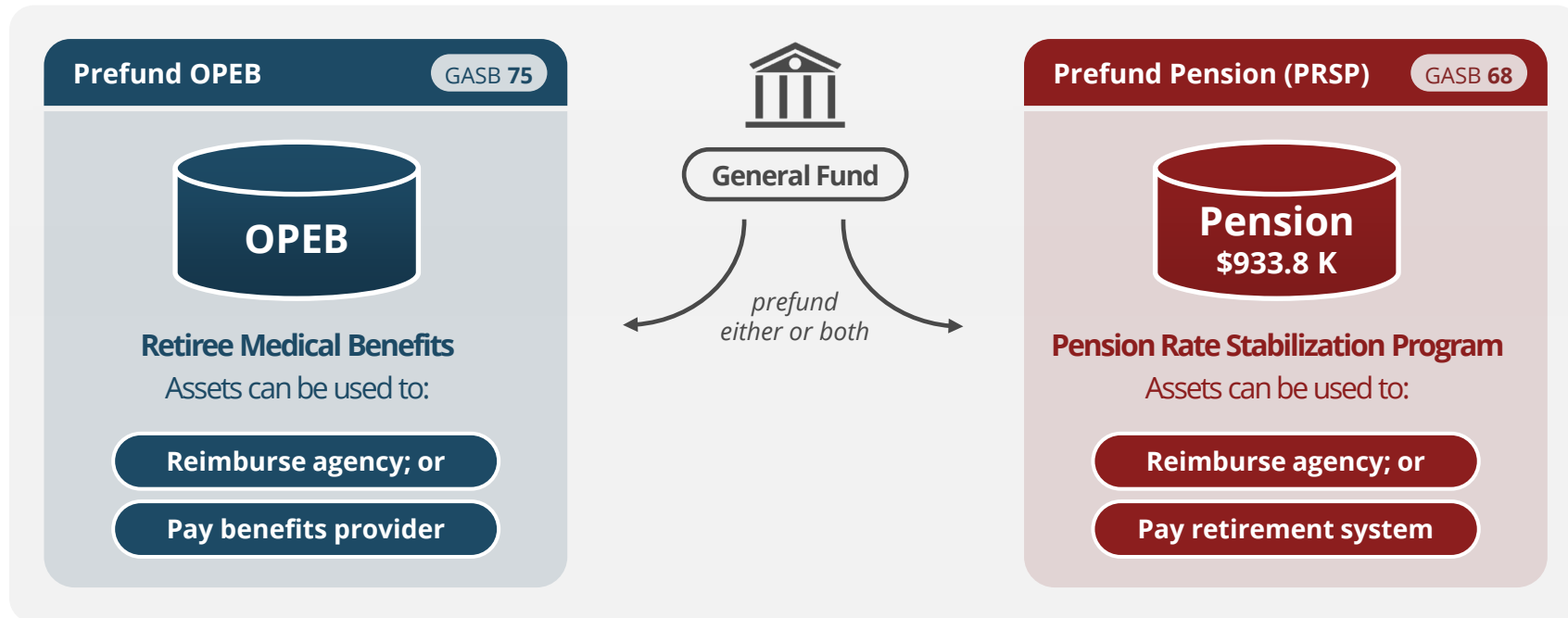


- Investment sub-advisor to trustee U.S. Bank
- Institutional asset management solutions
- Fixed income and multi asset portfolios
- Active and passive platform options
- Customized portfolios (with minimum asset level)

40+	\$229.8B*
Years of Experience (As of 12/31/23)	Assets under Management & Advisement

*Assets under management and advisement as of December 31, 2023, includes fixed income and multi asset class portfolios Investment Management Services by PFM Asset Management as sub-advisor

PARS IRS-APPROVED SECTION 115 TRUST



Subaccounts

OPEB and pension assets are individually sub-accounted, and can be divided by dept., bargaining group, or cost center.



Financial Stability

Assets in the PARS Section 115 Combination Trust can be used to address unfunded liabilities.



Flexible Investing

Allows separate investment strategies for OPEB and pension subaccounts.



Anytime Access

Trust funds are available anytime; OPEB for OPEB and pension for pension.



Economies-of-Scale

OPEB and pension assets aggregate and reach lower fees on tiered schedule sooner – saving money!



No Set Up Cost or Minimums

No set-up costs, no minimum annual contribution amounts, and no fees until assets are added.

SUMMARY OF AGENCY'S PENSION PLAN

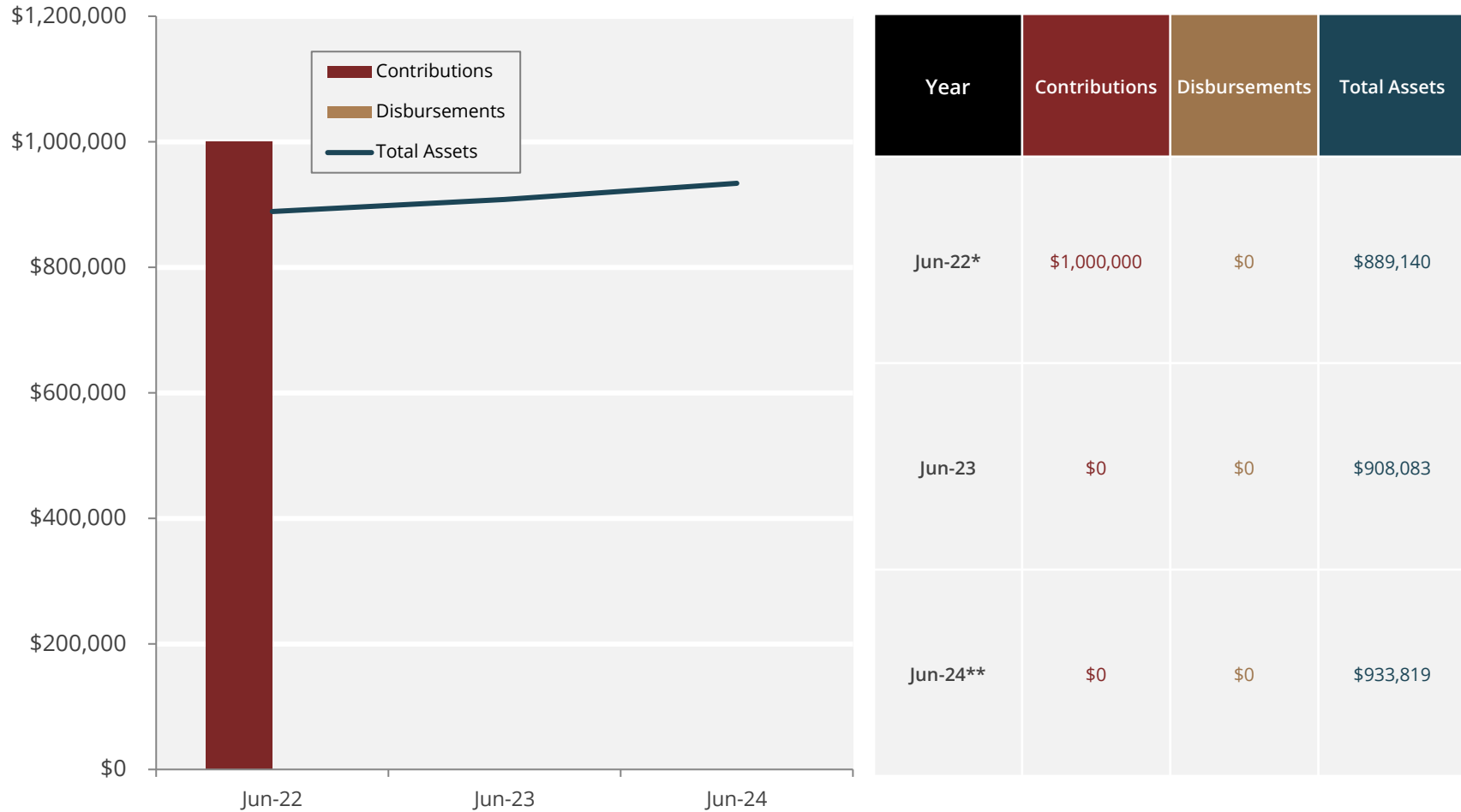
Plan Type:	IRC Section 115 Irrevocable Exclusive Benefit Trust
Trustee Approach:	Discretionary
Plan Effective Date:	November 8, 2016
Plan Administrator:	County Administrative Officer
Current Investment Strategy:	Conservative Strategic Blend; Pooled Account

AS OF APRIL 30, 2024:

Initial Contribution:	September 2021: \$1,000,000
Additional Contributions:	\$0
Total Contributions:	\$1,000,000
Disbursements:	\$0
Total Investment Earnings:	(\$52,460)
Account Balance:	\$933,819

SUMMARY OF AGENCY'S PENSION PLAN

HISTORY OF CONTRIBUTIONS, DISBURSEMENTS, AND TOTAL ASSETS AS OF APRIL 30, 2024:



Plan Year Ending

*Plan Year Ending June 2022 is based on 10 months of activity.
 **Plan Year Ending June 2024 is based on 10 months of activity.



PENSION FUNDING STATUS

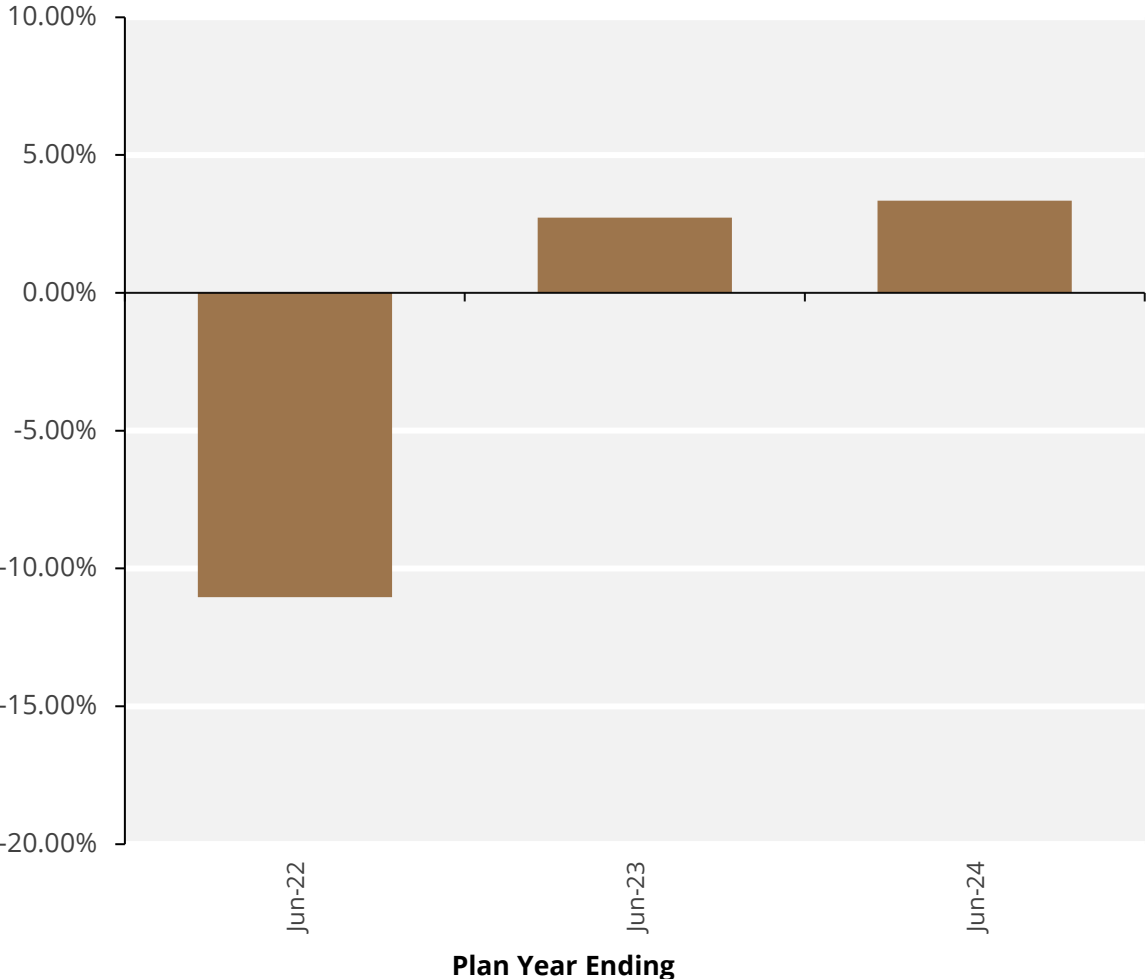
As of June 30, 2022, County of King’s CalPERS pension plan is funded as follows*:

Combined Miscellaneous & Safety Groups*	Valuation as of June 30, 2021	Valuation as of June 30, 2022	Change
Actuarial Liability	\$778.2 M	\$817.7 M	5.1% ↑
Assets	\$652.9 M	\$597.0 M	8.6% ↓
Unfunded Liability	\$125.3 M	\$220.7 M	76.2% ↑
Funded Ratio	83.9%	73.0%	13.0% ↓
Employer Contribution Amount	\$26.2 M (FY 22-23)	\$25.5 M (FY 23-24)	2.7% ↓
Employer Contribution Amount – Projected *	---	\$36.3 M (FY 29-30)	42.4% ↑

* Data through 2029-30 from Agency’s latest CalPERS actuarial valuation.

PENSION PLAN TOTAL RETURNS

AS OF APRIL 30, 2024:



Year	Returns
Jun-22*	-11.04%
Jun-23	2.73%
Jun-24**	3.35%

Inception to Date (Annualized)
-2.12%

*Plan Year Ending June 2022 is based on 10 months of activity.
 **Plan Year Ending June 2024 is based on 10 months of activity.

Returns are net of the embedded fund fees and gross of trustee and trust administrator fees

Information as provided by US Bank, Trustee for PARS; Not FDIC Insured; No Bank Guarantee; May Lose Value. Past performance does not guarantee future results. Performance returns are impacted by agency plan activity and may not reflect the deduction of applicable fees, which could reduce returns. Information is deemed reliable but may be subject to change.

The advisor to the PARS portfolios is U.S. Bank, and PFM Asset Management serves as sub-advisor to U.S. Bank to manage these portfolios. Please see important additional disclosures to the PARS portfolios included in the individual strategy information at the end of this presentation.

PFM ASSET MANAGEMENT INVESTMENT REVIEW



PARS/115P Conservative Strategic Blend

Investment Performance Review For the Quarter Ended March 31, 2024

Client Management Team

PFM Asset Management LLC

PFM Asset Management

1 California Street
Suite 1000
San Francisco, CA 94111

1735 Market Street
43rd Floor
Philadelphia, PA 19103

Financial Markets & Investment Strategy Review

	QTD	YTD	1 Year	3 Years	5 Years	7 Years	10 Years
DOMESTIC EQUITY							
S&P 500	10.56%	10.56%	29.88%	11.49%	15.05%	14.09%	12.96%
Russell 3000 Index	10.02%	10.02%	29.29%	9.78%	14.34%	13.45%	12.33%
Russell 1000 Value Index	8.99%	8.99%	20.27%	8.11%	10.31%	9.16%	9.01%
Russell 1000 Index	10.30%	10.30%	29.87%	10.45%	14.76%	13.85%	12.68%
Russell 1000 Growth Index	11.41%	11.41%	39.00%	12.50%	18.52%	18.06%	15.98%
Russell Midcap Index	8.60%	8.60%	22.35%	6.07%	11.10%	10.58%	9.95%
Russell 2000 Value Index	2.90%	2.90%	18.75%	2.22%	8.17%	6.55%	6.87%
Russell 2000 Index	5.18%	5.18%	19.71%	-0.10%	8.10%	7.73%	7.58%
Russell 2000 Growth Index	7.58%	7.58%	20.35%	-2.68%	7.38%	8.40%	7.89%
INTERNATIONAL EQUITY							
MSCI EAFE (Net)	5.78%	5.78%	15.32%	4.78%	7.33%	6.70%	4.80%
MSCI AC World Index (Net)	8.20%	8.20%	23.22%	6.96%	10.92%	10.23%	8.66%
MSCI AC World ex USA (Net)	4.69%	4.69%	13.26%	1.94%	5.97%	5.88%	4.25%
MSCI AC World ex USA Small Cap (Net)	2.11%	2.11%	12.80%	0.38%	6.24%	5.74%	4.74%
MSCI EM (Net)	2.37%	2.37%	8.15%	-5.05%	2.22%	3.72%	2.95%
ALTERNATIVES							
FTSE NAREIT Equity REIT Index	-0.20%	-0.20%	10.54%	4.14%	4.15%	5.08%	6.61%
FTSE EPRA/NAREIT Developed Index	-1.05%	-1.05%	8.57%	-0.19%	0.75%	3.08%	4.00%
FTSE Global Core Infrastructure 50/50 Index (Net)	1.55%	1.55%	3.22%	2.91%	3.78%	5.27%	5.60%
Bloomberg Commodity Index Total Return	2.19%	2.19%	-0.56%	9.11%	6.38%	4.26%	-1.56%
FIXED INCOME							
Blmbg. U.S. Aggregate	-0.78%	-0.78%	1.70%	-2.46%	0.36%	1.06%	1.54%
Blmbg. U.S. Government/Credit	-0.72%	-0.72%	1.74%	-2.35%	0.62%	1.27%	1.70%
Blmbg. Intermed. U.S. Government/Credit	-0.15%	-0.15%	2.69%	-1.06%	1.09%	1.43%	1.61%
Blmbg. U.S. Treasury: 1-3 Year	0.28%	0.28%	2.94%	0.01%	1.13%	1.20%	1.06%
ICE BofAML Global High Yield Constrained (USD)	1.47%	1.47%	11.09%	0.43%	3.12%	3.63%	3.52%
Blmbg. Global Aggregate Ex USD	-3.21%	-3.21%	-0.71%	-6.53%	-2.50%	-0.82%	-1.38%
JPM EMBI Global Diversified	2.04%	2.04%	11.28%	-1.39%	0.71%	1.71%	3.05%
CASH EQUIVALENT							
90 Day U.S. Treasury Bill	1.30%	1.30%	5.35%	2.65%	2.06%	1.94%	1.41%

Source: Investment Metrics. Returns are expressed as percentages. Please refer to the last page of this document for important disclosures relating to this material.

Investment Strategy Overview

Asset Class	Our Q2 2024 Investment Outlook	Comments
U.S. Equities		<ul style="list-style-type: none"> Fed's guidance of higher economic growth and moderating inflation a positive but recent uptick in inflation data warrants attention. Markets reacted positively to March Fed projections with S&P hitting all time high. Rising valuations are supported by improving earnings growth expectations but any negative news could lead to a pullback. Mid- and small-cap valuations are attractive and would benefit as investor sentiment/earnings growth expectations improve. Exposure to interest rate sensitive sectors such as regional banks remains a concern.
Large-Caps		
Mid-Caps		
Small-Caps		
Non-U.S. Equities		<ul style="list-style-type: none"> International equities continue to trade at a discount to U.S. equities but slowing economic growth in Europe and China is a headwind. EM equities trade at attractive valuations relative to developed market equities. We remain cautious on China and are closely monitoring the recent change in investor sentiment towards Chinese equities. International small-caps provide exposure to foreign local economies, but uneven economic growth and geopolitical tensions leads us to be at neutral positioning. Overall, we maintain neutral exposure to international equities.
Developed Markets		
Emerging Markets		
International Small-Caps		
Fixed Income		<ul style="list-style-type: none"> The Fed's recent guidance points towards soft-landing scenario with three expected rate cuts in 2024. Yields at short-end of the curve look attractive even as long-term yields fell back from the recent highs. We expect a further fall in yields as inflation continues to moderate. Credit markets remain attractive due to strong corporate fundamentals. We continue to seek diversified credit exposure and are closely watching signs for any distress in the corporate credit space.
Long-Duration, Interest Rate-Sensitive Sectors		
Credit-Sensitive Sectors		
Alternatives		<ul style="list-style-type: none"> Higher interest rates and rising foreclosure for office buildings are headwinds for private real estate returns. Public REITs have recovered from the lows in 2023. We expect this trend to continue helped by falling rates and economic soft landing. Private equity is facing headwinds from higher leverage costs and falling valuations. Debt strategies may benefit from banks' tighter lending standards as long as default rates remain low. Increased infrastructure investment in the U.S. post the passing of Jobs Act and Chips Act a positive for infrastructure. Transition to renewable energy is another tailwind for both private and listed infrastructure while higher interest rates are headwinds.
Real Estate		
Private Equity		
Private Debt		
Infrastructure		

● Current outlook ○ Outlook one quarter ago



The view expressed within this material constitute the perspective and judgment of PFM Asset Management LLC at the time of distribution (March 31, 2024) and are subject to change.

Factors to Consider Over the Next 6-12 Months

<p>Monetary Policy:</p>  <ul style="list-style-type: none"> Recent Fed guidance implies three rate cuts in 2024 and points to an economic soft landing but path of rate cuts remains uncertain. Globally, central banks are nearing the start of rate cutting cycle in reaction to moderating inflation with the Swiss central bank being the first to cut. 	<p>Economic Growth:</p>  <ul style="list-style-type: none"> U.S. economic growth is led by consumers and supported by a robust labor market. Recent recovery in manufacturing activity along with continued strength in services a tailwind. Economic growth outside U.S. remain mixed with slower growth projected in Eurozone. 	<p>Inflation:</p>  <ul style="list-style-type: none"> Inflation continues to moderate but has proven to be stickier than expected, predominantly in housing and service sectors. Globally, inflation has continued to moderate. Recent upside surprises in the U.S. warrants closer attention but expect moderating trend to continue.
<p>Financial Conditions:</p>  <ul style="list-style-type: none"> Financial conditions continue to ease as the Fed pivot remains in play alongside strength in various economic indicators. With interest rates remaining elevated, we continue to focus on identifying pockets of stress within financial markets. 	<p>Consumer Spending (U.S.):</p>  <ul style="list-style-type: none"> Consumer confidence reached a multi-year high following strong wage growth, a resilient labor market, and moderating inflation. Hiring, wage growth, and increased hours worked have all played a role in boosting personal income and spending and we expect consumer strength to continue as labor markets remain healthy. 	<p>Labor Markets:</p>  <ul style="list-style-type: none"> The labor market remains strong, but we have seen cooling conditions from the extreme levels of 2022. Strong wage increases reflect a competitive labor market and is a key focus for monetary policy moving forward.
<p>Corporate Fundamentals:</p>  <ul style="list-style-type: none"> Earnings growth expectations are improving while profit margins are stabilizing at pre-pandemic levels. Higher cash levels especially across S&P 500 companies, increasing stock buybacks and lower credit default rates are positives. 	<p>Valuations:</p>  <ul style="list-style-type: none"> U.S. equity and credit markets have experienced a run up in valuations amid strong corporate fundamentals and continued economic growth. International equities look attractive but continued economic and geopolitical uncertainty is leading to increased volatility. 	<p>Political Risks:</p>  <ul style="list-style-type: none"> Geopolitical risks continue to remain elevated. U.S./China tensions, Russia/Ukraine war, Israel/Hamas conflict, China's moves in South China Sea and Taiwan Strait further add to risks. Elections across the globe could also lead to short-term volatility.



Statements and opinions expressed about the next 6-12 months were developed based on our independent research with information obtained from Bloomberg. The views expressed within this material constitute the perspective and judgment of PFM Asset Management LLC at the time of distribution (March 31, 2024) and are subject to change. Information is obtained from sources generally believed to be reliable and available to the public; however, PFM Asset Management LLC cannot guarantee its accuracy, completeness, or suitability.

Plan Performance Summary

Asset Allocation & Performance

	Allocation		Performance(%)								
	Market Value (\$)	%	1 Quarter	Year To Date	1 Year	3 Years	5 Years	7 Years	10 Years	Since Inception	Inception Date
Total Portfolio	15,786,264	100.00	0.93	0.93	6.47	-0.18	2.48	2.89	N/A	2.90	07/01/2016
<i>Blended Benchmark</i>			<i>0.98</i>	<i>0.98</i>	<i>5.71</i>	<i>0.10</i>	<i>2.58</i>	<i>2.87</i>	<i>N/A</i>	<i>2.78</i>	
Domestic Equity	1,965,897	12.45	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	02/01/2024
<i>Russell 3000 Index</i>			<i>10.02</i>	<i>10.02</i>	<i>29.29</i>	<i>9.78</i>	<i>14.34</i>	<i>13.45</i>	<i>12.33</i>	<i>8.81</i>	
Dodge & Cox Stock	203,271	1.29	8.50	8.50	25.59	10.37	13.57	11.80	11.08	8.38	02/01/2024
iShares S&P 500 Value ETF	95,273	0.60	8.01	8.01	25.36	11.98	13.06	11.19	10.44	7.70	02/01/2024
Columbia Contrarian Core Inst3	276,003	1.75	10.50	10.50	34.37	11.44	16.16	14.07	12.94	8.52	02/01/2024
Vanguard Growth & Income Adm	483,492	3.06	12.44	12.44	31.75	11.98	15.21	14.10	13.03	9.70	02/01/2024
Harbor Capital Appreciation Ret	134,959	0.85	13.75	13.75	47.91	9.32	17.22	17.99	N/A	9.12	02/01/2024
iShares S&P 500 Growth ETF	132,402	0.84	12.69	12.69	33.49	9.99	15.57	15.68	14.36	9.55	02/01/2024
<i>S&P 500</i>			<i>10.56</i>	<i>10.56</i>	<i>29.88</i>	<i>11.49</i>	<i>15.05</i>	<i>14.09</i>	<i>12.96</i>	<i>8.73</i>	
iShares Russell Mid-Cap ETF	274,974	1.74	8.55	8.55	22.16	5.90	10.93	10.42	9.78	10.13	02/01/2024
<i>Russell Midcap Index</i>			<i>8.60</i>	<i>8.60</i>	<i>22.35</i>	<i>6.07</i>	<i>11.10</i>	<i>10.58</i>	<i>9.95</i>	<i>10.17</i>	
Undisc Managers Behavioral Val R6	184,915	1.17	6.39	6.39	21.25	9.73	12.70	10.04	9.96	8.69	02/01/2024
Emerald Growth Institutional	180,609	1.14	5.83	5.83	21.02	-1.45	7.91	9.71	8.79	9.53	02/01/2024
<i>Russell 2000 Index</i>			<i>5.18</i>	<i>5.18</i>	<i>19.71</i>	<i>-0.10</i>	<i>8.10</i>	<i>7.73</i>	<i>7.58</i>	<i>9.44</i>	
International Equity	469,480	2.97	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	02/01/2024
<i>MSCI AC World ex USA (Net)</i>			<i>4.69</i>	<i>4.69</i>	<i>13.26</i>	<i>1.94</i>	<i>5.97</i>	<i>5.88</i>	<i>4.25</i>	<i>5.74</i>	
Dodge & Cox International Stock	58,479	0.37	3.13	3.13	13.38	5.14	7.30	5.47	4.02	6.22	02/01/2024
MFS International Growth R6	59,750	0.38	4.85	4.85	10.36	3.70	8.02	9.21	7.08	5.66	02/01/2024
DFA Large Cap International I	187,866	1.19	5.73	5.73	15.46	5.34	7.86	7.10	5.04	6.49	02/01/2024
<i>MSCI AC World ex USA (Net)</i>			<i>4.69</i>	<i>4.69</i>	<i>13.26</i>	<i>1.94</i>	<i>5.97</i>	<i>5.88</i>	<i>4.25</i>	<i>5.74</i>	
Hartford Schrodgers Emerging Mkts Eq	163,384	1.03	3.46	3.46	7.24	-6.93	2.72	4.27	N/A	8.32	02/01/2024
<i>MSCI EM (net)</i>			<i>2.37</i>	<i>2.37</i>	<i>8.15</i>	<i>-5.05</i>	<i>2.22</i>	<i>3.72</i>	<i>2.95</i>	<i>7.35</i>	
Other Growth	66,503	0.42	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	02/01/2024
Vanguard Real Estate ETF	66,503	0.42	-1.19	-1.19	8.50	1.72	3.68	4.64	6.20	3.95	02/01/2024
<i>MSCI US REIT Index</i>			<i>-0.32</i>	<i>-0.32</i>	<i>10.37</i>	<i>4.03</i>	<i>4.14</i>	<i>5.07</i>	<i>6.54</i>	<i>3.99</i>	

Returns are gross of investment advisory fees and net of mutual fund fees. Returns are expressed as percentages and for periods over one year are annualized. Asset class level returns may vary from individual underlying manager returns due to cash flows. Total Portfolio returns prior to 1/1/2024 were provided by previous Advisor and believed to be accurate and reliable. Returns for January 2024 were calculated by the legacy performance system of previous Advisor and believed to be accurate and reliable.

Asset Allocation & Performance

	Allocation		Performance(%)								
	Market Value (\$)	%	1 Quarter	Year To Date	1 Year	3 Years	5 Years	7 Years	10 Years	Since Inception	Inception Date
Fixed Income	12,551,677	79.51	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	02/01/2024
<i>Blmbg. U.S. Aggregate</i>			-0.78	-0.78	1.70	-2.46	0.36	1.06	1.54	-0.50	
Baird Aggregate Bond Inst	3,273,964	20.74	-0.45	-0.45	2.80	-2.17	0.81	1.45	1.97	0.95	03/01/2024
iShares Core US Aggregate Bond ETF	2,374,653	15.04	-0.75	-0.75	1.61	-2.48	0.32	1.02	1.50	0.84	03/01/2024
<i>Blmbg. U.S. Aggregate</i>			-0.78	-0.78	1.70	-2.46	0.36	1.06	1.54	0.92	
Dodge & Cox Income	3,104,458	19.67	-0.32	-0.32	4.09	-0.92	1.89	2.28	2.52	-0.24	02/01/2024
PGIM Total Return Bond R6	3,169,099	20.08	0.14	0.14	4.61	-1.68	0.96	1.84	2.43	-0.11	02/01/2024
<i>Blmbg. U.S. Aggregate</i>			-0.78	-0.78	1.70	-2.46	0.36	1.06	1.54	-0.50	
MainStay MacKay High Yield Corp Bond Fund	629,502	3.99	1.68	1.68	9.56	3.00	4.40	4.48	4.61	1.31	03/01/2024
<i>ICE BofA High Yield Master II</i>			1.51	1.51	11.04	2.21	4.03	4.25	4.36	1.19	
Cash Equivalent	732,707	4.64	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	02/01/2024
<i>ICE BofA 3 Month U.S. T-Bill</i>			1.29	1.29	5.24	2.58	2.02	1.90	1.38	0.86	
First American Government Obligation - X	732,707	4.64	1.31	1.31	5.28	2.61	1.95	1.82	N/A	0.86	02/01/2024
<i>ICE BofA 3 Month U.S. T-Bill</i>			1.29	1.29	5.24	2.58	2.02	1.90	1.38	0.86	

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Calendar Year Comparative Performance

	Performance(%)						
	2023	2022	2021	2020	2019	2018	2017
Total Portfolio	8.99	-12.51	2.12	8.91	10.47	-1.52	7.06
<i>Blended Benchmark</i>	7.82	-10.59	2.24	7.81	10.12	-0.60	5.25
Domestic Equity	N/A	N/A	N/A	N/A	N/A	N/A	N/A
<i>Russell 3000 Index</i>	25.96	-19.21	25.66	20.89	31.02	-5.24	21.13
Dodge & Cox Stock	17.48	-7.22	31.73	7.16	24.83	-7.07	18.33
iShares S&P 500 Value ETF	22.02	-5.41	24.67	1.24	31.71	-9.09	15.19
Columbia Contrarian Core Inst3	32.21	-18.45	24.45	22.44	33.08	-8.81	21.89
Vanguard Growth & Income Adm	24.76	-17.11	29.11	18.08	29.77	-4.61	20.80
Harbor Capital Appreciation Ret	53.86	-37.67	15.74	54.56	33.39	-0.96	36.68
iShares S&P 500 Growth ETF	29.80	-29.51	31.76	33.21	30.91	-0.17	27.20
<i>S&P 500</i>	26.29	-18.11	28.71	18.40	31.49	-4.38	21.83
iShares Russell Mid-Cap ETF	17.07	-17.43	22.38	16.91	30.31	-9.13	18.32
<i>Russell Midcap Index</i>	17.23	-17.32	22.58	17.10	30.54	-9.06	18.52
Undisc Managers Behavioral Val R6	14.57	-1.10	34.50	3.62	23.34	-15.20	13.53
Emerald Growth Institutional	19.06	-24.50	4.04	38.85	28.70	-11.57	28.11
<i>Russell 2000 Index</i>	16.93	-20.44	14.82	19.96	25.53	-11.01	14.65
International Equity	N/A	N/A	N/A	N/A	N/A	N/A	N/A
<i>MSCI AC World ex USA (Net)</i>	15.62	-16.00	7.82	10.65	21.51	-14.20	27.19
Dodge & Cox International Stock	16.70	-6.78	11.03	2.10	22.78	-17.98	23.94
MFS International Growth R6	14.96	-15.02	9.65	15.82	27.31	-8.79	32.58
DFA Large Cap International I	17.87	-13.03	12.81	8.12	22.04	-14.14	25.37
<i>MSCI AC World ex USA (Net)</i>	15.62	-16.00	7.82	10.65	21.51	-14.20	27.19
Hartford Schroders Emerging Mkts Eq	9.00	-22.14	-4.93	23.78	22.32	-15.42	N/A
<i>MSCI EM (net)</i>	9.83	-20.09	-2.54	18.31	18.42	-14.57	37.28
Other Growth	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Vanguard Real Estate ETF	11.75	-26.20	40.38	-4.72	28.91	-5.95	4.95
<i>MSCI US REIT Index</i>	13.74	-24.51	43.06	-7.57	25.84	-4.57	5.07

Returns are gross of investment advisory fees and net of mutual fund fees. Returns are expressed as percentages and for periods over one year are annualized. Asset class level returns may vary from individual underlying manager returns due to cash flows. Total Portfolio returns prior to 1/1/2024 were provided by previous Advisor and believed to be accurate and reliable. Returns for January 2024 were calculated by the legacy performance system of previous Advisor and believed to be accurate and reliable.

Calendar Year Comparative Performance

	Performance(%)						
	2023	2022	2021	2020	2019	2018	2017
Fixed Income	N/A	N/A	N/A	N/A	N/A	N/A	N/A
<i>Blmbg. U.S. Aggregate</i>	5.53	-13.01	-1.55	7.51	8.72	0.01	3.54
Baird Aggregate Bond Inst	6.43	-13.35	-1.46	8.63	9.48	-0.30	4.20
iShares Core US Aggregate Bond ETF	5.59	-13.06	-1.67	7.42	8.68	-0.05	3.53
<i>Blmbg. U.S. Aggregate</i>	5.53	-13.01	-1.55	7.51	8.72	0.01	3.54
Dodge & Cox Income	7.70	-10.87	-0.91	9.45	9.73	-0.31	4.36
PGIM Total Return Bond R6	7.78	-14.86	-1.15	8.10	11.14	-0.63	6.71
<i>Blmbg. U.S. Aggregate</i>	5.53	-13.01	-1.55	7.51	8.72	0.01	3.54
MainStay MacKay High Yield Corp Bond Fund	11.97	-7.81	5.35	5.28	13.03	-1.34	6.79
<i>ICE BofA High Yield Master II</i>	13.46	-11.22	5.36	6.17	14.41	-2.27	7.48
Cash Equivalent	N/A	N/A	N/A	N/A	N/A	N/A	N/A
<i>ICE BofA 3 Month U.S. T-Bill</i>	5.02	1.46	0.05	0.67	2.28	1.87	0.86
First American Government Obligation - X	5.00	1.54	0.03	0.40	2.12	1.74	0.79
<i>ICE BofA 3 Month U.S. T-Bill</i>	5.02	1.46	0.05	0.67	2.28	1.87	0.86

Returns are gross of investment advisory fees and net of mutual fund fees. Returns are expressed as percentages and for periods over one year are annualized. Asset class level returns may vary from individual underlying manager returns due to cash flows. Total Portfolio returns prior to 1/1/2024 were provided by previous Advisor and believed to be accurate and reliable. Returns for January 2024 were calculated by the legacy performance system of previous Advisor and believed to be accurate and reliable.

Account Reconciliation

QTR	Market Value As of 01/01/2024	Net Flows	Return On Investment	Market Value As of 03/31/2024
Total Portfolio	15,579,940	22,962	183,362	15,786,264

Historical Hybrid Composition - Blended Benchmark

Allocation Mandate	Weight (%)
Jul-2016	
PARS Conservative	100.0

See next page for a composition of the blended benchmark.

Historical Hybrid Composition - PARS Conservative

Allocation Mandate	Weight (%)
Oct-2012	
Blmbg. U.S. Aggregate	52.3
ICE BofA 1-3 Yr. Gov/Corp	25.8
S&P 500	7.5
FTSE 1 Month T-Bill	5.0
Russell 2000 Index	2.5
ICE BofA High Yield Master II	2.0
MSCI EAFE (net)	2.0
Russell Midcap Index	1.5
MSCI EM (net)	1.0
Wilshire US REIT Index	0.5
Apr-2007	
Blmbg. U.S. Aggregate	40.0
ICE BofA 1-3 Yr. Gov/Corp	40.0
S&P 500	12.0
FTSE 1 Month T-Bill	5.0
MSCI EAFE (net)	2.0
Russell 2000 Index	1.0
Jul-1986	
ICE BofA 1-3 Yr. Gov/Corp	40.0
Blmbg. U.S. Aggregate	40.0
S&P 500	15.0
FTSE 1 Month T-Bill	5.0

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This material is for general information purposes only and is not intended to provide specific advice or a specific recommendation, as it was prepared without regard to any specific objectives or financial circumstances.

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It is not possible to invest directly in an index. The index returns shown throughout this material do not represent the results of actual trading of investor assets. Third-party providers maintain the indices shown and calculate the index levels and performance shown or discussed. Index returns do not reflect payment of any sales charges or fees an investor would pay to purchase the securities they represent. The imposition of these fees and charges would cause investment performance to be lower than the performance shown.

The views expressed within this material constitute the perspective and judgment of PFMAM at the time of distribution and are subject to change. Any forecast, projection, or prediction of the market, the economy, economic trends, and equity or fixed-income markets are based upon certain assumptions and current opinion as of the date of issue and are also subject to change. Some, but not all assumptions are noted in the report. Assumptions may or may not be proven correct as actual events occur, and results may depend on events outside of your or our control. Changes in assumptions may have a material effect on results. Opinions and data presented are not necessarily indicative of future events or expected performance.

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For more information regarding PFMAM’s services please visit www.pfmam.com.

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GASB COMPLIANCE

- **To assist our public agency clients with GASB compliance, PARS will be providing the following:**
 - An individual trust statement of each agency's plan assets that shows a reconciliation of assets held at the beginning of the fiscal year through the end of the fiscal year, breaking out the appropriate plan contributions, benefit payments, expenses, and investment earnings
 - Year-end audited financial statements of the Trust as a whole including Schedule of Changes in Fiduciary Net Position by Employer completed by CliftonLarsonAllen (CLA) that is intended to be compliant with GASB 67/68 and GASB 74/75 requirements.
 - Supporting SOC 1-Type 2 report on the controls over the calculation and allocation of additions and deductions to employer accounts within the Trust
 - Investment allocation data and information on investment policies including target asset allocations and allowable asset class allocation ranges

PARS OPEB and Pension Trust Program

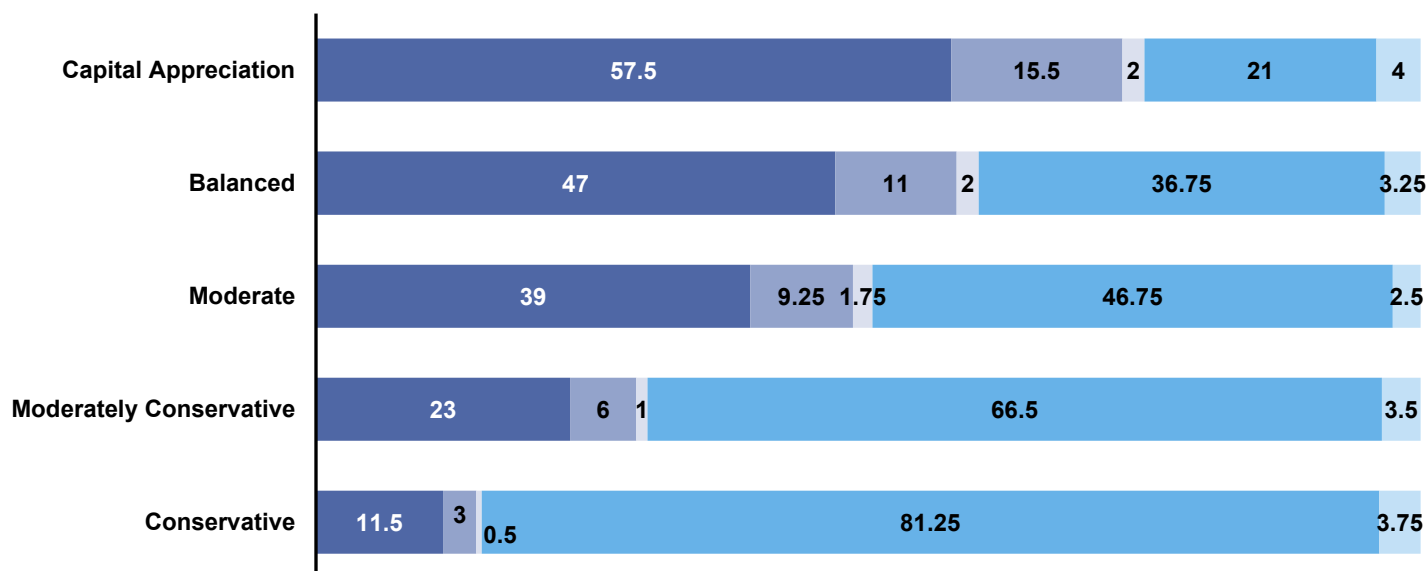


Strategy	Asset Class	Strategic Range	Policy	Tactical	Portfolio	Annualized Total Rate of Return					
						1Q24*	YTD	1-Yr	3-Yr	5-Yr	ITD
Conservative	Equity	5-20%	20%	15%	Strategic Blend	0.93	0.93	6.47	-0.18	2.48	2.90
	Fixed Income	60-95%	75%	81%	Benchmark	0.98	0.98	5.71	0.10	2.58	2.78
	Cash	0-20%	5%	4%	Index	0.52	0.52	4.91	-0.57	2.17	2.80
					Benchmark	0.98	0.98	5.71	0.10	2.58	2.94
Moderately Conservative	Equity	20-40%	30%	30%	Strategic Blend	2.25	2.25	9.62	1.17	4.25	4.19
	Fixed Income	50-80%	65%	67%	Benchmark	2.15	2.15	8.67	1.26	4.21	4.29
	Cash	0-20%	5%	4%	Index	1.76	1.76	7.76	0.71	3.79	3.86
					Benchmark	2.15	2.15	8.67	1.26	4.21	4.25
Moderate	Equity	40-60%	50%	50%	Strategic Blend	3.92	3.92	13.55	2.65	6.25	6.87
	Fixed Income	40-60%	45%	47%	Benchmark	3.88	3.88	13.01	3.12	6.49	7.15
	Cash	0-20%	5%	3%	Index	3.12	3.12	11.61	2.46	5.88	5.90
					Benchmark	3.88	3.88	13.01	3.12	6.49	6.46
Balanced	Equity	50-70%	60%	60%	Strategic Blend	4.89	4.89	15.45	3.51	7.19	7.59
	Fixed Income	30-50%	35%	37%	Benchmark	4.73	4.73	15.17	3.98	7.57	7.91
	Cash	0-20%	5%	3%	Index	4.11	4.11	14.09	3.38	7.00	7.04
					Benchmark	4.73	4.73	15.17	3.98	7.57	7.50
Capital Appreciation	Equity	65-85%	75%	75%	Strategic Blend	5.80	5.80	18.23	4.49	8.53	7.29
	Fixed Income	10-30%	20%	21%	Benchmark	6.02	6.02	18.35	5.26	9.12	8.38
	Cash	0-20%	5%	4%	Index	5.21	5.21	16.89	5.06	8.37	8.49
					Benchmark	6.02	6.02	18.35	5.26	9.12	9.31

*Returns for periods under one year are not annualized. Returns are gross of investment management fees and net of fund embedded fees. Please see inception date information and other important disclosures on the following page.

Strategy	Portfolio	Calendar Year Returns							
		2023	2022	2021	2020	2019	2018	2017	2016
Conservative	Strategic Blend	8.99	-12.51	2.12	8.91	10.47	-1.52	7.06	N/A
	Index	7.77	-12.06	1.97	8.27	10.34	0.44	N/A	N/A
	Blended Benchmark	7.82	-10.59	2.24	7.81	10.12	-0.60	5.25	3.92
Moderately Conservative	Strategic Blend	11.32	-13.32	5.27	10.64	13.64	-2.83	9.44	4.81
	Index	9.84	-12.92	5.19	9.84	13.44	-2.58	7.96	5.25
	Blended Benchmark	10.29	-12.35	5.50	9.89	13.55	-1.87	8.13	5.45
Moderate	Strategic Blend	14.07	-14.61	9.29	12.52	17.70	-4.01	13.38	N/A
	Index	12.72	-14.02	10.16	11.32	17.51	-4.04	11.31	N/A
	Blended Benchmark	13.56	-13.74	10.21	12.02	17.66	-3.37	11.66	7.41
Balanced	Strategic Blend	15.14	-14.89	11.36	13.46	18.61	-4.50	15.22	6.58
	Index	14.52	-14.95	12.53	12.12	19.62	-5.00	13.38	7.39
	Blended Benchmark	15.19	-14.58	12.54	13.07	19.78	-4.18	13.54	8.39
Capital Appreciation	Strategic Blend	17.63	-16.09	14.34	14.62	22.10	-7.94	N/A	N/A
	Index	16.57	-14.70	16.05	12.17	20.68	-6.45	15.62	N/A
	Blended Benchmark	17.60	-15.64	15.93	14.37	22.81	-5.53	16.57	9.59

■ Domestic Equity ■ International Equity ■ Other Growth (REITs) ■ Fixed Income ■ Cash



Strategic Blend -

Holdings: Portfolios are invested in a strategic mix of actively managed and passive index-based investment vehicles.

- | | |
|--|---|
| Baird Aggregate Bond Fund | iShares Core U.S. Aggregate Bond ETF |
| Columbia Contrarian Core Fund | iShares Russell Mid Cap ETF |
| DFA Large Cap International Fund | iShares S&P 500 Growth ETF |
| Dodge Cox Income Fund | iShares S&P 500 Value ETF |
| Dodge Cox International Stock Fund | Mainstay MacKay High Yield Core Bond Fund |
| Dodge Cox Stock Fund | MFS International Growth Fund |
| Emerald Growth Institutional Fund | PGIM Total Return Bond Fund |
| First American Government Obligations Fund | Undiscovered Mgrs Behavioral Value Fund |
| Harbor Capital Appreciation Fund | Vanguard Growth & Income Fund |
| Hartford Schroders Emerging Markets Fund | Vanguard Real Estate ETF |

Index - Holdings:

Portfolios are invested in passive index-based investment vehicles.

- | | |
|--|--------------------------------------|
| First American Government Obligations Fund | iShares S&P 500 Growth ETF |
| iShares Core MSCI EAFE ETF | iShares S&P 500 Value ETF |
| iShares Core S&P 500 ETF | Vanguard FTSE Emerging Markets ETF |
| iShares Russell 2000 Growth ETF | Vanguard Real Estate ETF |
| iShares Russell 2000 Value ETF | iShares Core U.S. Aggregate Bond ETF |
| iShares Russell Mid Cap ETF | iShares 5-10 Year ETF |
| | SPDR High Yield Bond ETF |
| | High Yield Bond ETF |

For illustrative purposes only and subject to change at PFMAM's discretion. Individual portfolio allocations and holdings will vary based on many factors, including each portfolio's specific investment policy and market conditions.

Benchmark Definitions

		Conservative	Moderately Conservative	Moderate	Balanced	Capital Appreciation
10/1/2012 - Current:	S&P 500	7.50%	15.50%	26.50%	32.00%	39.50%
	Russell Mid Cap	1.50%	3.00%	5.00%	6.00%	16.00%
	Russell 2000	2.50%	4.50%	7.50%	9.00%	10.50%
	Wilshire REIT	0.50%	1.00%	1.75%	2.00%	10.25%
	MSCI EM Free (Net USD)	1.00%	2.00%	3.25%	4.00%	7.50%
	MSCI EAFE (Net USD)	2.00%	4.00%	6.00%	7.00%	5.25%
	Bloomberg US Aggregate Bond	52.25%	49.25%	33.50%	27.00%	5.00%
	ICE BofA 1-3 Yr US Corp/Govt	25.75%	14.00%	10.00%	6.75%	3.00%
	ICE BofA US High Yield Master II	2.00%	1.75%	1.50%	1.25%	2.00%
	FTSE 1 Month T-Bill	5.00%	5.00%	5.00%	5.00%	1.00%

About the Adviser: PFM Asset Management (PFMAM)

At PFM Asset Management we partner with public sector, non-profit and other institutions to build tailored, flexible investment solutions using fixed income and Multi-Asset class investments. With \$192b in assets under management as of 3/31/2024 and more than 40 years of experience managing public sector clients. We offer Liquidity Management, investment grade fixed income, Outsourced Chief Investment Officer (OCIO) and other specialized investment solutions.

Inception Date Information

<i>Conservative Strategic Blend</i>	07/01/2016
<i>Conservative Index</i>	02/01/2017
<i>Moderately Conservative Strategic Blend</i>	07/01/2015
<i>Moderately Conservative Index</i>	08/01/2015
<i>Moderate Strategic Blend</i>	02/01/2016
<i>Moderate Index</i>	09/01/2016
<i>Balanced Strategic Blend</i>	10/01/2015
<i>Balanced Index</i>	12/01/2015
<i>Capital Appreciation Strategic Blend</i>	10/1/2017
<i>Capital Appreciation Index</i>	04/01/2016

Gross returns are time weighted and are calculated based on trade-date accounting. Actual returns for each agency's participation within the portfolio may vary from returns shown based on each agency's own cash flows as well as the specific portfolio in which they are invested. U.S. Bank National Association has retained its affiliate, PFM Asset Management LLC ("PFMAM"), as its sub-advisor to provide investment management services. Prior to January 1, 2024, HighMark Capital Management ("HighMark") acted as sub-advisor to the portfolios. HighMark, including clients and investment personnel, was consolidated into PFMAM on January 1, 2024.

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