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INTRODUCTION

- 1. Plaintiff California Alliance for Youth and Community Justice brings this action under the Ralph M. Brown Act and the California Public Records Act to ensure that cross-county collaboration for secure confinement of youth is conducted openly and with public participation.
- 2. Currently, counties statewide are working to implement a realignment of the juvenile justice system. Pursuant to legislation passed in 2020, the state's youth prisons are closing, and jurisdiction over realigned juvenile cases will now reside with the counties. Counties are receiving funds from the state to expand their local programming for realigned youth, including to establish secure youth treatment programs within locked county juvenile facilities.
- 3. Probation Chiefs from fifty-five of California's fifty-eight counties (the "Chiefs") have agreed to collaborate with one another in planning for these new secure youth treatment facilities. The county of each participating Chief has contributed a payment of public funds to establish this collaboration. Several of the participating counties' Boards of Supervisors officially approved their county's participation in this collaboration and the payment of funds to establish it.
- 4. Together, the Chiefs are using this collaboration to perform administrative functions related to secure confinement and treatment of youth across counties. Specifically, they are developing standard procedures, payment rates, and agreements for the placement of youth in secure county facilities around the state, as well as a database of secure confinement programs.
- 5. Unfortunately, the Chiefs are operating this inter-governmental collaboration without public participation or transparency. To coordinate this county collaboration, they have established themselves as a tax-exempt, nonprofit corporation, the "County Probation Consortium Partnering for Youth Realignment." The fifty-five participating Chiefs sit on the Board of Directors of this entity in their official capacity as probation chiefs. The primary work of the organization is being performed by the Chiefs as Board members, who are uncompensated for their work on behalf of the nonprofit. However, the collaboration is also soliciting annual membership fees from each county and has collected over \$750,000 in public funds from its participating counties since its inception.

- 6. Plaintiff California Alliance for Youth and Community Justice, a statewide alliance of youth services and advocacy organizations, has requested that the County Probation Consortium Partnering for Youth Realignment conduct its meetings openly and provide public access to its records. Through counsel, it has refused this request, taking the position that it is not subject to California's open meeting or public records laws because it is a private entity. As a result, Plaintiff and its member organizations are unable to participate in or even be informed of critical public policy decisions regarding secure confinement and treatment of youth.
- 7. The Board of Directors of the County Probation Consortium Partnering for Youth Realignment is made up of fifty-five public officials, conducting public functions, with public dollars, and it is obligated under the Brown Act and the California Public Records Act to hold open both its meetings and its records.
- 8. Plaintiff now brings this action for declaratory and injunctive relief to resolve the applicability of these public transparency laws and to ensure compliance going forward.

PARTIES

A. Plaintiff

9. Plaintiff CALIFORNIA ALLIANCE FOR YOUTH AND COMMUNITY JUSTICE, through its Alliance members, operates with the stated mission of ending youth incarceration and improving intergenerational life course outcomes for system-involved youth in California (hereinafter "CAYCJ," "Alliance," or "Plaintiff"). Alliance members are based in counties throughout the state, including Alameda, Contra Costa, Kern, Monterey, San Francisco, Orange, Riverside, and Santa Clara counties, among others. Plaintiff, through its Alliance members, is beneficially interested in the subject of this action and seeks injunctive and declaratory relief to prevent Defendant from violating public meeting and records laws with respect to coordination of counties' secure confinement of youth.

B. Defendant

10. Defendant COUNTY PROBATION CONSORTIUM PARTNERING FOR YOUTH REALIGNMENT is a nonprofit corporation, organized and existing under the laws of

 the State of California, with its principal place of business located in Sacramento, California (hereinafter "County Probation Consortium," "Consortium," or "Defendant"). The County Probation Consortium was incorporated in California on December 30, 2021. Defendant has a Board of Directors and no voting members. All California counties are eligible to become members of the County Probation Consortium by paying annual fees to the corporation. According to the Consortium's bylaws, the "Chief Probation Officer responsible for juvenile probation of each county" electing to participate and pay the annual fee is an *ex officio* director of the corporation. The Executive Directors of the Chief Probation Officers of California, the California State Association of Counties, and the California Association of County Executives are also *ex officio* corporate directors.

Defendants DOES 1 through 10 are persons or entities whose true names and capacities are presently unknown to Plaintiff, who therefore sues these Defendants by fictitious names. Plaintiff is informed and believes, and on that basis alleges, that each of the DOE Defendants was and/or is responsible for the creation, management, and/or business of the County Probation Consortium. Plaintiff is further informed and believes, and based thereon alleges, that each of the DOE Defendants is legally responsible in some manner for the occurrences herein alleged. All allegations in this Complaint that refer to the named Defendant refer in like manner to those Defendants identified as DOES 1 through 10. Plaintiff will amend this Complaint to allege the true names and capacities of the DOE Defendants when they have been ascertained.

JURISDICTION AND VENUE

- 12. This Court has jurisdiction over Plaintiff's claims for declaratory and injunctive relief under Code of Civil Procedure Sections 526 and 1060. This Court also has jurisdiction under Government Code Sections 54960 and 6258.
- 13. Venue in Sacramento County is proper under Code of Civil Procedure Sections 394 and 395.5. Defendant is a publicly created California nonprofit corporation made up of participating counties. The County Probation Consortium exercises its authority on behalf of participating counties, each of which has contributed public funds and has its Chief of Probation

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serving on the Consortium's Board of Directors. According to its Articles of Incorporation, the Consortium's principal office and place of business is 1415 L Street, Suite 780, Sacramento, CA.

FACTUAL AND STATUTORY BACKGROUND

A. County Probation Consortium Partnering for Youth Realignment

- The County Probation Consortium is a newly formed nonprofit organization, 14. incorporated under the laws of California in December 2021. According to its Articles of Incorporation, the purpose of the County Probation Consortium is to provide "statewide collaboration among California's counties to ensure that juvenile probation departments across the state can provide necessary services for California's youth." (Ex. A1, p. 2.)
- 15. The Board of Directors of the County Probation Consortium consists of the Chiefs, as well as one representative each from three statewide professional services associations representing county officials: the Chief Probation Officers of California, the California State Association of Counties, and the California Association of County Executives. (Ex. A4.) The Chiefs serve ex officio by virtue of their official capacities as the chiefs of probation in their respective counties. (See Ex. A2.)
- 16. The executive officers of the County Probation Consortium are four county probation chiefs. The president is Probation Chief Mark Bonini of Amador County, the vice president is the Probation Chief Esa Ehmen-Krause of Contra Costa County, the treasurer is Probation Chief Richard Muench of Tehama County, and the secretary is Probation Chief TR Merickel of Kern County. All four officers are listed in the County Probation Consortium's federal tax filing with the addresses of their county probation offices. (Ex. A.)
- 17. The County Probation Consortium describes its sole activity as "providing a forum for statewide collaboration among California's counties and their probation departments to address the complex needs of youth who, prior to the passage of S.B. 823, would have otherwise been committed to the state's Division of Juvenile Justice." (Ex. A, p. 4.)
- 18. The County Probation Consortium states that it will "lessen the burdens of government" by developing the following: "agreement for procedures for probation departments

when placing youth in out-of-county treatment programs," "a searchable database of treatment programs throughout the state and the capacity of those programs," and "agreement regarding allocation of costs and responsibilities between placing and treating counties." (Ex. A, p. 4.)

- 19. The County Probation Consortium indicates that its activities are "primarily conducted" by the corporation's 58 directors, who are uncompensated. (Ex. A, p. 4.) To fund its activities, the County Probation Consortium receives "small annual grants" from each participating county. (*Id.*)
- 20. On information and belief, the County Probation Consortium has issued invoices to participating counties in 2022 for a total of approximately \$422,000.00.

B. Creation of the County Probation Consortium

- 21. On information and belief, the County Probation Consortium was developed through a year-long planning process led primarily by public officials, the culmination of which was the incorporation of the Consortium as a nonprofit entity at the end of 2021. Specifically, in March 2021, a workgroup of nine county officials and four representatives from associations representing county officials began developing a plan for joint county coordination of juvenile justice services across the state. The nine county officials included: three county supervisors (from Santa Cara, Ventura, and Mariposa counties), two county administrators (from Contra Costa and Tuolumne counties), a county executive (from Santa Barbara County), and three chief probation officers (from Fresno, San Bernardino, and El Dorado counties). (Ex. B.)
- 22. On information and belief, the impetus for this workgroup was the passage of the Juvenile Justice Realignment Act in September 2020, a historic bill that has brought about sweeping change to California's juvenile justice system. (See Sen. Bill No. 823 (2019-2020 Reg. Sess.).) This bill, known as "S.B. 823," mandated the closure of all of California's state juvenile facilities. (Id. at § 1(b).) Citing research showing that outcomes for justice system-involved youth are better when they remain connected to their families and communities, S.B. 823 realigned jurisdiction over youth who previously would have been committed to the state facilities to the counties. It also created a new statewide office for juvenile justice, the Office of Youth and Community Restoration, and established a new state funding stream, the Juvenile Justice

Realignment Block Grant, to support counties in implementing a public health approach to juvenile justice. (Id. at § 1(b)-(c).)

- 23. On information and belief, the county officials formed their workgroup in response to S.B. 823's juvenile justice realignment, to develop a plan to assist counties in managing secure confinement and treatment of youth. In June 2021, the workgroup published a planning document, "SB 823 County Collaboration Consortium Workgroup Principles." According to this document, the workgroup designated the Chief Probation Officers of California (hereinafter "CPOC"), the association of California probation chiefs, to serve in the short term as "the entity responsible for matching counties in need of beds with counties that have appropriate treatment capacity." (Ex. C, p. 3-4.) In the long term, the workgroup proposed the possible "creation of a legal entity" to administer coordination of secure treatment for youth on a "statewide basis." (*Id.*) The workgroup's proposal for a separate legal entity was set into motion shortly thereafter.
- 24. On information and belief, in July 2021, probation chiefs met several times to discuss the plan to form the County Probation Consortium as a nonprofit corporation. During one such meeting, attendees reviewed a "Consortium Outline," which had been circulated to all probation chiefs prior to the meeting. According to the "Consortium Outline," the short-term plan (years 1-2) was to incorporate a "501(c)(3) membership organization under the fiscal sponsorship of CPOC." (Ex. D, p. 1-2.) The long-term plan (years 2-3 and beyond) was for the County Probation Consortium to "likely be formed from a Joint Powers Authority (JPA) among participating counties." (Ex. D, p. 3-4.) On information and belief, over the course of these July meetings, the Chiefs decided to move forward with formation of the County Probation Consortium as a nonprofit through the fiscal sponsorship of the CPOC Foundation.
- 25. In August 2021, on information and belief, the CPOC Foundation began sending invoices to individual counties for payment of an "Initial Consortium Membership Fee," due October 1, 2021. (Ex. F.) Attached to the invoice was a two-page "Consortium Invoice Overview." This document stated that the fee would be held "in a restricted fund" by the CPOC Foundation, "for the sole purpose of establishing a new entity to house the County Probation Consortium." (Ex.

- E, p. 1.) The CPOC Foundation invoices and the due date for payment of the invoices predated the existence and incorporation of the County Probation Consortium. (Ex. F.)
- 26. On information and belief, CPOC held a meeting of county probation chiefs in September 2021. During this meeting, CPOC representatives provided guidance to county probation officials in attendance that county probation chiefs had authority to determine, on behalf of their counties, whether to participate in the County Probation Consortium. (Ex. F4, p. 3.)
- 27. On information and belief, counties issued payment on the CPOC Foundation invoices prior to the formation and incorporation of the County Probation Consortium on December 30, 2021, with knowledge that such funds would be used to establish the new entity. For example, documents show that Alameda County issued a payment voucher for \$12,129.28 for the Consortium on September 29, 2021, Sacramento County issued a check for \$18,886.79 for the Consortium on October 12, 2021, San Bernardino County issued a check for \$35,538.68 for the Consortium on August 26, 2021, Orange County issued a purchase order for \$22,379.81 for the Consortium on September 20, 2021, and Riverside County issued payment of \$22,522.51 for the Consortium on August 17, 2021. (Ex. F.)
- 28. On information and belief, the county Board of Supervisors in at least five counties took official action to approve their county's participation in the County Probation Consortium and/or the payment of county funds for the purpose of establishing the Consortium as a separate legal entity. These actions all occurred in 2021, prior to the incorporation of the County Probation Consortium as a nonprofit entity.
- 29. Specifically, on information and belief, the Tehama County Board of Supervisors approved participation in the County Probation Consortium during a regular session on November 16, 2021. Agenda item number 35, subsection (d) stated: "Approval and authorization from the Board of Supervisors for Tehama County Chief Probation Officer to join the Chief Probation Officers of California (CPOC) consortium." According to the Board minutes, the agenda item was approved unanimously by all five members of the Board. (Ex. G, Item # 35(d), p. 12.) Tehama County paid \$2,500 to establish the County Probation Consortium. (Ex. F9.)

- 30. Similarly, on information and belief, the Yolo County Board of Supervisors approved participation in the Consortium on May 4, 2021. During its regular session that day, the Board considered agenda item number 32, which asked the Board to "[p]rovide direction related to Juvenile Justice Realignment planning." According to the Board minutes, the Board voted as follows: "Approve recommended action A: Approve staff and the Juvenile Justice Realignment Subcommittee's recommendation to plan for opting into the Secure Track County Consortium to address Juvenile Justice Realignment." (Ex. H, Item #32.) On September 28, 2021, the Yolo County Board of Supervisors officially adopted the county budget, which included an allocation of \$2,750 for "DJJ Consortium Membership," which covered the initial payment to the County Probation Consortium. (Ex. I, Attachment F, p. 2.)
- 31. In Santa Clara County, on information and belief, the Board of Supervisors approved payment of funds to establish the County Probation Consortium during its regular session meeting on November 16, 2021. Agenda item number 70 asked the Board to approve a request for an "Appropriation Modification" relating to the Juvenile Justice Realignment Block Grant Program funding. According to the supporting materials, this appropriations request included a request of \$13,657 for the "SB 823 County Collaboration Consortium Fee." The request was approved unanimously by the Board. (Ex. J, Item #70, p. 25-26.)
- In Kings County, on information and belief, the Board of Supervisors approved the county's fiscal year 2021-2022 budget on August 31, 2021. The final adopted budget set forth five "Goals and Objectives" for the Probation Department in 2021/22, including "Work collaboratively with the Chief Probation Officers of California in the formation of consortiums to meet the need of all 58 counties to house youth that were previously sent to the Division of Juvenile Justice, pursuant to SB 823 goals for the Kings County Probation Department." (Ex. K.) On December 21, 2021, the Kings County Board of Supervisors voted on consent during a regular session to approve the county's "Juvenile Justice Realignment Block Grant" plan. (Ex. L, p. 2.) This plan, as submitted to the Board, included payment of \$4,230.00 in county funds for the initial County Probation Consortium payment to the CPOC Foundation. (Ex. L, "JJCC Realignment Plan," p. 11.)

- 33. Likewise, on information and belief, in Trinity County, the Board of Supervisors voted during a regular session on November 16, 2021, to approve Trinity County's Juvenile Justice Realignment Block Grant plan. The Trinity County plan, as submitted to the Board, included a description of the collaborative consortium "being established," and stated that Trinity would be participating in the consortium as well paying 1% of the county's state allocation "to fund the consortium." (Ex. N, Item #5.2, p. 8.) Trinity County paid \$2,500 for the purpose of establishing the County Probation Consortium.
- 34. On information and belief, in other participating counties, county officials decided to participate in the County Probation Consortium and/or issue public funds for its creation, either acting alone in their role as department head, or with input and agreement from other officials in the county.
- 35. For example, on information and belief, in Orange County a requisition form was filed for a \$23,379.81 payment to the CPOC Foundation for the "Initial Consortium Membership Fee." This requisition form indicated that Orange County Probation Chief Steven Sentman obtained concurrence from Orange County Chief Executive Officer Frank Kim for participation in the County Probation Consortium. (Ex. F4.) Orange County's Chief Executive Officer is appointed by and serves as the executive agent of the Orange County Board of Supervisors. The Board of Supervisors also appoints the Chief of Probation.
- 36. On information and belief, in Contra Costa County, County Administrator Monica Nino participated in the planning workgroup for the County Probation Consortium, and County Probation Chief Esa Ehmen-Krause authorized payment of \$14,648.80 for the establishment of the Consortium. (Ex. F2.) Both officials are appointed by and report to the Contra Costa County Board of Supervisors.
- 37. On information and belief, between August and December of 2021, the CPOC Foundation ultimately received payment from fifty-five of California's fifty-eight counties for the purpose of establishing the County Probation Consortium. The amount paid by each county was equal to approximately 1% of the county's allotment under the new state funding stream, the Juvenile Justice Realignment Block Grant. (See Welf. & Inst. Code, §§ 1990 et seq.); (Ex. O.)

 According to the County Probation Consortium's federal tax filing, the total amount collected in 2021 for the purpose of establishing the County Probation Consortium was approximately \$353,163. (Ex. A, p. 13.)

- 38. On information and belief, every participating county paid the invoiced amount from the county's public funds. Among participating counties, documents reflect that at least twenty-two paid the invoiced amount from funds received from the state's Juvenile Justice Realignment Block Grant program—the funds that are received from the state by the county and allocated by the Board of Supervisors pursuant to Welfare and Institutions Act section 1991, subdivision (a). This state grant program uses a standardized formula to provide funds to counties "for the purpose of providing county based custody, care, and supervision" of realigned youth. (Welf. & Inst. Code, § 1990(a).)
- 39. On information and belief, on November 15, 2021, participating counties attended a "SB 823 County Consortium Kick-off Meeting." During this meeting, county probation chiefs discussed next steps for setting up an independent nonprofit organization and governing options for this entity. (Ex. Q.)
- 40. On information and belief, on December 8, 2021, participating counties attended a "Consortium Meeting." During this meeting, county probation chiefs reviewed a draft of proposed by-laws for the County Probation Consortium, with a focus on "key decisions" such as composition for the Board of Directors and the Executive Committee. (Ex. R.)
- 41. The County Probation Consortium was officially formed on December 30, 2021, with the filing of its Articles of Incorporation with the California Secretary of State. (Ex. A1.)
- 42. On information and belief, participating counties met one or more times in early 2022. During these meetings, county probation chiefs established the bylaws of the County Probation Consortium, which were approved on March 13, 2022, elected executive officers of the Board of Directors, and formed standing Board subcommittees. Pursuant to the approved bylaws, the County Probation Consortium is governed by its Board of Directors. (Ex. A2.)
- 43. On information and belief, the County Probation Consortium filed its corporate Statement of Information with the California Secretary of State on or about March 28, 2022, and

its application for tax-exempt status with the federal Internal Revenue Service on or about April 22, 2022. The IRS issued a determination letter granting the County Probation Consortium an exemption from federal income tax on May 18, 2022. (Ex. T.)

- 44. On information and belief, the County Probation Consortium's Board of Directors has established additional committees, subcommittees, and/or board committees. One such committee is the Executive Committee that, according to the County Probation Consortium's bylaws, consists of the Consortium's president, vice-president, secretary, treasurer, and the chairs of any board committees. It also includes the members of the Board of Directors from CPOC, the California State Association of Counties, and the California Association of County Executives as non-voting members. (Ex. A4.)
- 45. On information and belief, on or about October 24, 2022, the County Probation Consortium entered into a contract with the new state Office of Youth and Community Restoration. (Ex. U.) Pursuant to this contract, the County Probation Consortium is receiving a payment of \$759,963 from the state to provide "juvenile realignment consulting services" over a 14-month period, from October 1, 2022 to November 30, 2023. (Ex. U, p. 1, 3.) According to the County Probation Consortium's bylaws, any contract entered into on behalf of the Consortium must be authorized by the Consortium's Board of Directors. (Ex. A2, p. 11.) Prior to the execution of this contract, on or about October 11, 2022, the Consortium's Board of Directors met and discussed the contract; however, this meeting was not public. As a result, it is unclear who participated, what was discussed, or whether the Board took any official action to authorize the contract before it was signed by the President of the Board of Directors, Chief Mark Bonini on October 24, 2022.

C. The Ralph M. Brown Act and the County Probation Consortium

- 46. The Ralph M. Brown Act (hereinafter the "Brown Act") is California's body of laws requiring legislative bodies of local agencies to conduct their business in public.
- 47. In enacting the Brown Act, the Legislature declared that public commissions, boards, and councils exist to aid in the conduct of the people's business. (Gov. Code, § 54950.) The purpose of the Brown Act is to ensure that the people remain informed so that they can retain

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control over the agencies that serve them. (Id.) It is therefore the intent of the Brown Act that public agencies conduct deliberations and actions openly. (Id.)

- To this end, the Brown Act generally requires that the deliberations and actions of legislative bodies of local agencies be conducted through meetings that are open to the public. (Gov. Code, § 54953, subd. (a).) It requires such meetings to be posted with an agenda 72 hours in advance of the meeting (Gov. Code, §§ 54953, 54954, 54954.2, subd. (a).) The agenda must include a description of the items of business to be transacted or discussed, and it must include an opportunity for members of the public to directly address the legislative body on any item of interest to the public. (Gov. Code, §§ 54954.2, 54954.3.) The Brown Act also requires that the body publicly report any action taken and the vote or abstention on that action of each member present for the action. (Gov. Code, § 54953, subd. (c)(2).) For teleconference meetings, the Brown Act explicitly requires a rollcall vote. (Gov. Code, § 54953, subd. (b)(2).)
- 49. In furtherance of these requirements, the Brown Act prohibits a majority of the members from communicating outside of an authorized meeting to "discuss, deliberate, or take action on any item of business that is within the subject matter jurisdiction of the legislative body." (Gov. Code, § 54952.2, subd. (b)(1).)
- 50. While the Brown Act most commonly applies to the governing bodies of cities and counties, for example a city council or county board of supervisors, such typical cases do not define its full scope. Rather, the Brown Act applies to any "legislative body" as defined by the Act, and because the Brown Act is a remedial statute the term is interpreted broadly.
- 51. By the Act's statutory definitions, the County Probation Consortium is a local agency and its Board of Directors is a legislative body subject to the Act's open meeting requirements, codified in Government Code Sections 54950 et seq.
- Government Code Section 54952 sets forth multiple, overlapping definitions of the 52. types of bodies that are deemed "legislative bodies" and therefore subject to the Brown Act. The County Probation Consortium's Board of Directors falls under two such definitions, and accordingly it must conduct its business through open meetings and in compliance with the requirements set forth above.

- 53. First, on information and belief, under Government Code Section 54952, subdivision (a), the County Probation Consortium's Board of Directors is a legislative body under the Brown Act because it is the governing body of a local agency—namely, the County Probation Consortium.
- 54. Government Code Section 54951 sets forth the definition for a "local agency," which includes counties, cities, and school districts, and their boards, commissions, or agencies, as well as any "other local public agency." The County Probation Consortium qualifies as a "local public agency" because it is a joint powers authority created by the counties pursuant to the Joint Exercise of Powers Act. (Gov. Code, § 6500 et seq.) Under Government Code Section 6502, two or more counties, upon authorization by their legislative bodies, may establish a new legal entity by agreement. (Gov. Code, § 6502.) When counties establish such an entity, it is known as a "joint powers authority" and constitutes a local agency subject to the Brown Act. (See McKee v. Los Angeles Interagency Metropolitan Police Apprehension Crime Task Force, 134 Cal.App.4th 354, 359 (2005).)
- 55. On information and belief, the County Probation Consortium is a joint powers authority because it is an independent legal entity authorized and created by the Boards of Supervisors of the participating counties. Specifically, in at least three counties—Yolo, Tehama, and Santa Clara—the Boards of Supervisors expressly approved their county's participation in the County Probation Consortium and payment of county funds to establish it. (Ex. G-J.) In at least two more counties—Kings and Trinity—the Board of Supervisors expressly approved the county's Juvenile Justice Realignment Block Grant plan, which included participation in the County Probation Consortium and payment of the county's block grant funds to establish it. (Ex. L and Ex. N.) In Kings County, the Board also specifically approved a county goal to create the County Probation Consortium as part of its annual budget in 2021, and reflected the goal as completed in the subsequent annual budget in 2022. (Ex. K and Ex. M.) These actions by the counties' legislative bodies—to authorize participation in and creation of the County Probation Consortium—all took place prior to the date of the Consortium's incorporation as a nonprofit in December 2021.

- 56. On information and belief, the County Probation Consortium was also formed through agreement among the participating counties' probation chiefs. Following receipt of the workgroup planning document, the probation chiefs met several times between July 2021 and March 2022, to discuss the formation of the County Probation Consortium as a nonprofit entity. Through these meetings, the probation chiefs developed the entity's purpose and activities, decided on a form of governance, approved bylaws, and selected executive officers.
- Probation Consortium and expend public funds towards its establishment and operation all did so with either the express or implied authority of their respective Boards of Supervisors. Nothing in Government Code Section 27771, which lays out the duties and obligations of the chief probation officer and creates the implied authority necessary to accomplish them, grants a chief of probation the power to jointly create a new legal entity with a permanent governing body made up of county officials. In agreeing to establish the County Probation Consortium, the probation chiefs were therefore acting on behalf of and under the authority of their respective counties.
- 58. Thus, on information and belief, the County Probation Consortium was formed as a separate legal entity with authorization from the county Boards of Supervisors, and by agreement among the county chiefs as to its purpose and the manner by which it would exercise power, with either express or implied authority granted by their respective county Boards. Indeed, the formation of the County Probation Consortium is a direct result of county agreement and of each county contributing public funding to cover the costs of incorporation and initial operations. (Ex. E.). Accordingly, the County Probation Consortium constitutes a "local public agency" as defined by Government Code Section 54951, and its Board of Directors is subject to the Brown Act as a governing body of a local agency under Government Code Section 54952, subdivision (a).
- 59. **Second**, on information and belief, under Government Code Section 54952, subdivision (c), the County Probation Consortium's Board of Directors is a legislative body subject to the Brown Act because it is the governing body of a private corporation that was created by an elected legislative body to exercise authority that may lawfully be delegated to it. (Gov. Code, § 54952(c)(1)(A).)

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- 60. Government Code Section 54952, subdivision (c), subparagraph (1) sets forth two circumstances in which a governing body of a private corporation, limited liability company, or other entity would be considered a "legislative body" for purposes of the Brown Act. Under subparagraph (1)(A), the law applies to a private entity that was "created by the elected legislative body in order to exercise authority that may lawfully be delegated by the elected governing body" to that entity. (Gov. Code, § 54952, subd. (c)(1)(A).)¹
- 61. On information and belief, the elected legislative bodies of at least five counties the county Boards of Supervisors of at least Yolo, Tehama, Santa Clara, Kings, and Trinity counties, and possibly others—expressly authorized creation of the County Probation Consortium. In these five counties, the Boards of Supervisors each played a role in bringing the County Probation Consortium into existence. The county Boards authorized their probation chiefs to participate in the County Probation Consortium, which included multiple meetings in 2021 to agree on a purpose and form of governance for the entity. The county Boards also authorized the expenditure of county funds to be used for the purpose of establishing the County Probation Consortium. (Ex. G-N.) Moreover, in many counties, these funds were expressly paid from the county's Juvenile Justice Realignment Block Grant funds, which are received by the county and allocated by the Board of Supervisors. (See Welf. & Inst. Code, § 1991, subd. (a).). The County Probation Consortium did not come into being until after participation and/or payment was approved by these county Boards. Indeed, the invoice for the County Probation Consortium fees made clear that without sufficient county participation, the Consortium would not move forward, and the fees would be refunded. (Ex. E, p. 2.) In other words, the creation of the County Probation Consortium was dependent on the agreement by these counties to participate in it and fund its establishment.
- 62. On information and belief, the County Probation Consortium was also delegated authority by those elected legislative bodies. (See Gov. Code, § 54952, subd. (c)(1)(A).). Counties

¹ The other circumstance, described under subparagraph (1)(B) and inapplicable here, applies when the private entity receives funds from a local agency, and the private entity's governing body includes a member of the legislative body of a local agency that is appointed by that legislative body as a full voting member. (Gov. Code, § 54952(c), subd. (1)(B).)

have the authority to operate, utilize and access secure youth facilities to provide "appropriate programming, treatment, and education" to youth ordered to serve a secure treatment commitment by the court. (Welf. & Inst. Code, § 875, subd. (g)(1).) The county can operate such a facility, it can contract with another county to accept commitment of its wards, and it can establish a facility to serve as a regional center for one or more other counties. (Welf. & Inst. Code, § 875, subd. (g)(2), (5)-(6).)

- 63. On information and belief, the participating counties have delegated to the County Probation Consortium certain county administrative functions with respect to secure treatment of youth. As referenced in paragraph 18 above, the County Probation Consortium is responsible for developing agreement procedures for placement of youth in out-of-county treatment programs, a searchable database of programs, and agreements regarding allocating of costs and responsibilities between placing and treating counties. (See Ex. A.) The functions of developing contractual agreements and payment rates are within both the county's contracting authority (see Gov. Code, § 25212.3, subd. (a)) and its authority to provide for secure treatment of youth across counties (Welf. & Inst. Code, § 875, subd. (g)(2), (5)-(6).).
- 64. On information and belief, by coordinating the secure confinement and treatment of youth among counties, the County Probation Consortium has taken on responsibility for administrative operations that would otherwise be the responsibility of the county probation departments. As per the County Probation Consortium's federal tax filing, its activities are designed to have the intended effect of "eliminating the need for each county's probation department to separately search for appropriate programs for a high needs youth and separately negotiate procedures for placement and responsibilities between the placing and treating counties." (Ex. A, p. 13). In other words, the County Probation Consortium has been delegated administrative functions that are generally conducted by county probation departments, pursuant to their counties' statutory authority to contract for and to operate, utilize, and access secure facilities for treatment of youth.
- 65. On information and belief, the authority delegated to the County Probation Consortium was approved by a number of Boards of Supervisors, i.e. the elected legislative bodies

of the counties. There is both express and implied approval of the delegation of authority to the County Probation Consortium by county Boards. As described in paragraph 60 above, at least five counties expressly authorized the delegation. In at least two more counties, Orange and Contra Costa counties, the Board of Supervisors acquiesced to or affirmed the delegation, as they did not reverse the decisions of county officials to participate in and establish the Consortium, despite having the opportunity and authority to do so. These seven counties' Boards of Supervisors approved the delegation of certain county authorities with respect to secure youth treatment to the County Probation Consortium.

- 66. The fact that counties maintain final authority over contracts with other counties and in deciding whether to follow decisions of the County Probation Consortium does not defeat the delegation of authority. Rather, counties' delegations were lawful precisely because they retained final authority over the functions delegated to the Consortium.
- 67. Because the County Probation Consortium is a private entity created by county Boards of Supervisors to exercise lawfully delegated county authority with respect to secure treatment of youth, its governing body—the County Probation Consortium's Board of Directors—is a legislative body subject to the Brown Act. (Gov. Code, § 54952(c)(1)(A).)
- 68. Thus, under either of the two Brown Act definitions described above, the County Probation Consortium's Board of Directors is a legislative body and must comply with the Brown Act's open meeting requirements.

D. The CPRA and the County Probation Consortium

- 69. The California Public Records Act (hereinafter the "CPRA") is California's body of laws requiring public records to be available for public inspection. (Gov. Code, § 7952.000 et seq.)
- 70. In enacting the CPRA, the Legislature declared that "access to information concerning the conduct of the people's business is a fundamental and necessary right of every person in this state." (Gov. Code, § 7921.000.)
- 71. Under the CPRA, public records are open to inspection during the office hours of a public agency, and "every person has a right to inspect any public record." (Gov. Code, § 7922.525,

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- subd. (a).) Accordingly, unless a public record is expressly exempt from disclosure by law, a state or local agency must make public records "promptly available" upon request. (Gov. Code, § 7922.530, subd. (a).)
- The definition of "public records" under the CPRA includes "any writing 72. containing information relating to the conduct of the public's business prepared, owned, used, or retained by any state or local agency regardless of physical form or characteristics." (Gov. Code, § 7920.530, subd. (a) (emphasis added.).)
- 73. Crucially, the definition of "local agency" under the CPRA includes the same bodies described above under the Brown Act. Specifically, like the Brown Act, the CPRA applies to a city, county, school district, district, municipal corporation, district, political subdivision, or any board, commission or agency thereof, and any other "local public agency." (Gov. Code, § 7920.510, subd. (i).) It further applies to any "entity that is a legislative body of a local agency pursuant to subdivision (c) or (d) of Section 54952" of the Brown Act. (Gov. Code, § 7920.510, subd. (i).) In other words, an entity that must conduct open meetings under the Brown Act is generally also a local agency subject to public records requirements of the CPRA.
- 74. As described above, the County Probation Consortium and its Board of Directors are subject to the Brown Act, and therefore they are also considered "local agencies" under the CPRA. Accordingly, they must comply with the CPRA's public records requirements.

E. Communications with the County Probation Consortium

- 75. On August 22, 2022, Plaintiff California Alliance for Youth and Community Justice submitted letters to Defendant County Probation Consortium requesting that it conduct its meetings in compliance with the Brown Act, and that it provide access to certain disclosable public records in its possession or provide the legal authority for any claimed exemption from disclosure. (Ex. V and Ex. W.)
- 76. In a written response from Defendant's counsel on September 8, 2022, the County Probation Consortium stated that it is not subject to the Brown Act or the CPRA. (Ex. X.) On this basis, Defendant declined to hold public meetings or produce the requested records. On

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information and belief, the County Probation Consortium continues to maintain the position that it is not subject to the provisions of either the Brown Act or the CPRA.

- 77. On January 5, 2023, Plaintiff California Alliance for Youth and Community Justice submitted a letter to Defendant County Probation Consortium through counsel regarding the contract between the County Probation Consortium and the Office of Youth and Community Restoration. (Ex. Y.) Plaintiff's letter stated its belief that this contract was executed without a publicly noticed and open meeting of the Consortium's Board of Directors, and that it therefore constitutes an unlawful action by the County Probation Consortium in violation of the Brown Act. Plaintiff demanded that the Consortium cease and desist such violations, and requested an unconditional commitment to cease, desist from, and not repeat this past violation.
- 78. On February 6, 2023, Defendant sent a written response reiterating its position that that the Brown Act and the Public Records Act do not apply to the County Probation Consortium. (Ex. Z.)

INJUNCTIVE AND DECLARATORY RELIEF ALLEGATIONS

A. County Probation Consortium's Violations of the Brown Act

- **79**. On information and belief, after its incorporation, the County Probation Consortium's Board of Directors, Executive Committee, and standing subcommittees have conducted several meetings in 2022, none of which have complied with the Brown Act's open meeting requirements.
- 80. The purpose of the Brown Act is to ensure the public's right to review and to access the legislative bodies conducting the people's business. It requires that all legislative bodies deliberate and take actions openly. The Brown Act was enacted, in part, as a response to growing concerns about local government officials' practices of holding secret meetings. (See Sacramento Newspaper Guild v. Sacramento Cty. Bd., (1968) 263 Cal.App.2d 41, 48-51.)
- 81. In furtherance of its objectives, the Brown Act outlines a series of transparency and public accountability requirements, including requirements related to the open conduct of meetings, proper notice of meetings and business, public access to information, opportunities for

the public to directly address members of legislative bodies, and the recording of votes and other actions. (Gov. Code, § 54950 et seq.)

- 82. The Brown Act defines "local agency" as a county, city, whether general law or chartered, city and county, town, school district, municipal corporation, district, political subdivision, or any board, commission or agency thereof, or other local public agency. (Gov. Code, § 54951.) The Brown Act includes several definitions of a "legislative body." The most relevant are subdivisions (a) and (c) of Government Code Section 54952. Section 54952, subdivision (a) defines a legislative body as: "The governing body of a local agency or any other local body created by state or federal statute." Section 54952, subdivision (c)(1)(A)'s definition of a legislative body includes: "(c) A board, commission, committee, or other multimember body that governs a private corporation, limited liability company, or other entity that...(A) Is created by the elected legislative body in order to exercise authority that may lawfully be delegated by the elected governing body to a private corporation, limited liability company, or other entity."
- 83. The County Probation Consortium's Board of Directors qualifies as a "legislative body" under the Brown Act in two ways: (i) under Government Code Section 54952(a), it is the governing body of the County Probation Consortium, which is a local public agency under Section 54951; and (ii) under Government Code Section 54952(c)(1)(A), it is the governing body of the County Probation Consortium, which is a private corporation created by elected Boards of Supervisors to exercise authority lawfully delegated to it. As such, Defendant County Probation Consortium must comply with the Brown Act in discharging the people's business.
- 84. On information and belief, subcommittees, board committees and other standing bodies established by the County Probation Consortium's Board of Directors, including the Executive Committee, are legislative bodies subject to the Brown Act under Government Code Section 54952, subdivision (b) because they were created by charter or formal action of the Board of Directors and do not meet the limited exception for advisory committees in that section.

Violations of Government Code Section 54953

85. The Brown Act requires that all meetings of the legislative body of a local agency be open and public. (Gov. Code, § 54953, subd. (a).) If the legislative body of a local agency elects

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to use teleconferencing, it must "post agendas at all teleconference locations and conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties or the public..." (Gov. Code, § 54953, subd. (b)(3).) Additionally, "[e]ach teleconference location shall be identified in the notice and agenda of the meeting or proceeding." (*Id.*) The agenda must "provide an opportunity for members of the public to address the legislative body directly." (*Id.*) "[A]ll votes taken during a teleconferenced meeting shall be by rollcall." (Gov. Code, § 54953, subd. (b)(2).) Finally, "[n]o legislative body shall take action by secret ballot" and the legislative body must "publicly report any action taken and the vote or abstention on that action of each member present for the action." (Gov. Code, § 54953, subd. (c).)

86. Defendant County Probation Consortium is obligated to ensure its Board of Directors, Executive Committee, and other subcommittees or board committees comply with the above requirements of the Brown Act, and it has failed to comply with that duty on numerous occasions. Defendant violated Government Code Section 54953 in all meetings held since its incorporation in December 2021 and the date of this Complaint. Specifically, Defendant: (1) failed to hold open and public meetings and did not provide agendas for such meetings, as required under Government Code Section 54953, subdivision (a); (2) failed to publicly report any actions taken, and the vote or abstention of each member present for such action, as required under Government Code Section 54953, subdivisions (c)(1)-(2); and (3) failed to publicly conduct any votes by rollcall, as required for teleconference meetings under Government Code Section 54953, subdivision (b)(2).

Violations of Government Code Section 54954.2

87. The Brown Act requires that at least 72 hours prior to its regular meetings, a legislative body must "post an agenda containing a brief general description of each item of business to be transacted or discussed at the meeting." (Gov. Code, § 54954.2, subd. (a)(1).) The agenda must "specify the time and location of the regular meeting and . . . be posted in a location that is freely accessible to members of the public and on the local agency's Internet Web site, if the local agency has one." (Id.)

88. Defendant County Probation Consortium has a legal obligation to ensure that all of its legislative bodies comply with the above requirements of the Brown Act, and it has failed to do so on numerous occasions. Defendant violated Government Code Section 54954.2, subdivision (a)(1), for each of the non-public meetings held since it was established in December 2021 and the date of this Complaint by failing to post an agenda 72 hours before each meeting with a brief general description of each item of business to be transacted or discussed at the meeting, and by failing to publicize the date and location of each meeting and make said meetings publicly accessible.

Violations of Government Code Section 54954.3

- 89. The Brown Act requires that every agenda for regular meetings "provide an opportunity for members of the public to directly address the legislative body on any item of interest to the public, before or during the legislative body's consideration of the item, that is within the subject matter jurisdiction of the legislative body." (Gov. Code, § 54954.3, subd. (a).)
- 90. Defendant County Probation Consortium is required to ensure that its legislative bodies comply with the above requirements of the Brown Act, and it failed to do so. Defendant violated the Brown Act at each of the meetings held between its December 2021 incorporation and the date of this Complaint by failing to give any notice of its meetings, provide agendas for the meetings, or include in its agendas an opportunity for members of the public to directly address the legislative body before or during the legislative body's consideration of the item, thereby denying members of the public the opportunity to participate as required under Government Code Section 54954.3, subdivision (a).

Violations of Government Code Section 54957.5

91. The Brown Act stipulates that "agendas of public meetings and any other writings, when distributed to all, or a majority of all, of the members of a legislative body of a local agency by any person in connection with a matter subject to discussion or consideration at an open meeting of the body, are disclosable public records under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1), and shall be made available upon request without delay." (Gov. Code, § 54957.5, subd. (a).) The Brown Act further requires that

public records that relate to an agenda item of a "regular meeting of the legislative body of a local agency[,]" which are distributed less than 72 hours prior to that meeting, be available for public inspection "at the time the writing is distributed to all, or a majority of all, of the members of the body." (Gov. Code, § 54957.5, subd. (b).) All writings that are distributed to all or a majority of the members of a legislative body during a public meeting "shall be made available for public inspection at the meeting if prepared by the local agency or a member of its legislative body, or after the meeting if prepared by some other person." (Gov. Code, § 54957.5, subd. (c).)

92. Defendant County Probation Consortium has a duty to ensure that all of its legislative bodies comply with the above requirements of the Brown Act, and it has failed to do so. Defendant violated the Brown Act at each of the meetings held between its December 2021 incorporation and the date of this Complaint by failing to make available to the public all materials that were distributed to the Board of Directors, the Executive Committee, Defendant's other legislative bodies, or a majority of the members of any of those bodies, in violation of Government Code Section 54957.5, subdivisions (a) and (c).

Violations of Government Code Section 54952.2

- 93. The Brown Act prohibits a majority of the members of a legislative body from using, outside of a public meeting, "a series of communications of any kind, directly or through intermediaries, to discuss, deliberate, or take action on any item of business that is within the subject matter jurisdiction of the legislative body." (Gov. Code, § 54952.2, subd. (b)(1).)
- 94. Defendant County Probation Consortium is obligated to ensure that its legislative bodies comply with the above requirement of the Brown Act, and it has failed to do so. None of the County Probation Consortium's legislative bodies have held an open and public meeting between its December 2021 incorporation and the date of this Complaint, and therefore have conducted business entirely through communications conducted outside of any public meeting, in violation of Government Code Section 54952.2, subdivision (b).

B. County Probation Consortium's Violations of the CPRA

95. On information and belief, the County Probation Consortium possesses disclosable public records under the CPRA that it has not made available for public access and inspection

- 96. Similar to the Brown Act, the CPRA affords the public a "broad right of access to government information." Los Angeles Cnty. Bd. of Supervisors v. Superior Ct., 2 Cal. 5th 282, 290 (2016). It was enacted "for the purpose of increasing freedom of information." (Id.) This public right to information was later enshrined in the state Constitution, which directs that statutes that further the people's right of access shall be broadly construed. (Cal. Const. art. I, § 3, subd. (b).)
- 97. In furtherance of its objectives, the CPRA requires local agencies to make their records available for public inspection. (Gov. Code, § 7922.525, subd. (a).) It also requires local agencies to make records available promptly upon request, unless the records are expressly exempt from disclosure by law. (Gov. Code, § 7922.530, subd. (a).)
- 98. The CPRA defines "local agency" as any of the following: a county; a city, whether general law or chartered; a city and county; a school district; a municipal corporation; a district; a political subdivision; any board, commission, or agency of the foregoing; another local public agency; and an entity that is a legislative body of a local agency pursuant to subdivision (c) or (d) of Section 54952." (Gov. Code, § 7920.510.)
- 99. The County Probation Consortium qualifies as a local agency under the CPRA in two ways: the County Probation Consortium itself is "another local public agency," and it is also an entity subject to the Brown Act pursuant to Government Code section 54952(c). As such, Defendant County Probation Consortium is required to make its records available to the public and it has failed to comply with the requirements of the CPRA.

Violations of Government Code Sections 7922.500-7922.545

100. The CPRA requires local agencies to make records available for public inspection by any person requesting to inspect them, and to make available any reasonably segregable portion of a record once portions exempt from disclosure are deleted. (Gov. Code, § 7922.525.) Unless records are "exempt from disclosure by express provisions of law," a local agency must make them promptly available to any person who requests a copy. (Gov. Code, § 7922.530, subd. (a).) The CPRA further requires a local agency to determine, within 10 days of receiving a request, whether the request seeks disclosable public records in the agency's possession, and it requires the agency

to promptly notify the requestor of its determination and its reasons. (Gov. Code, § 7922.535, subd. (a).)

- 101. Defendant County Probation Consortium is obligated to comply with the above requirements of the CPRA and it has failed to do so. On August 26, 2022, Plaintiff requested copies of specific records pursuant to the CRPA. (Ex. V.) On September 8, 2022, and again on February 6, 2023, counsel for the County Probation Consortium notified Plaintiff of its position that it is not a local agency subject to the CPRA. Counsel further informed Plaintiff that the County Probation Consortium would "decline to produce documents in response to [CAYCJ's] request."
- 102. Counsel for both parties spoke by telephone on September 30, 2022, and defense counsel reiterated Defendant's position that it is not covered by the CPRA or required to provide access to or copies of its records. Defense counsel indicated that the County Probation Consortium might be willing to provide copies of certain documents and agreed to discuss doing so with her client. Subsequently, counsel provided Plaintiff with a list of standing committees of their Board of Directors and a list of the Directors serving on each committee. Counsel also provided a copy of its application for tax exemption as required by 26 C.F.R. § 301.6104(d)-1, and the "Template for Secure Youth Treatment Facility Agreements." To date, Plaintiff has received no indication that the County Probation Consortium has changed its position with respect to the applicability of the CPRA.

C. Interest of Plaintiff California Alliance for Youth and Community Justice

- 103. Plaintiff has no speedy and adequate remedy at law for Defendant's continuing violations of the Brown Act and the CPRA. Plaintiff is suffering immediate and irreparable harm because of the Defendant's conduct, and this harm will continue in the absence of injunctive relief.
- 104. Plaintiff seeks declaratory and injunctive relief under Government Code Sections 54960 and 7923.000 to prevent violations of the Brown Act and the CPRA from occurring in the future. The conduct of the County Probation Consortium reflects a pattern of violations, and there is a threat that the violations will recur. Further, the County Probation Consortium has taken the position that it is not required to comply with the Brown Act or the CPRA at all, making future violations both likely to recur and difficult to monitor.

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- 105. On information and belief, the County Probation Consortium has never conducted its business through a noticed, open, and public meeting, and has never made its disclosable records available for public inspection. The threat of future violations is therefore high, particularly where, on information and belief, Board members continue to conduct the business of the County Probation Consortium in non-public meetings and *via* electronic communications. Plaintiff therefore seeks injunctive relief to prevent future violations and ensure that the County Probation Consortium will comply with all pertinent requirements of the Brown Act and the CPRA.
- 106. Plaintiff California Alliance for Youth and Community Justice has a direct beneficial interest in ensuring that statewide county collaboration regarding secure youth treatment be conducted openly and with public transparency. Plaintiff's members are grassroots, base-building, youth development, and advocacy organizations dedicated to improving outcomes for system-involved youth in California. Collectively, members of the Alliance seek to reduce incarceration and improve outcomes for system-involved youth by fostering strong relationships with family members and adult mentors, ensuring youth have access to enriched opportunities that allow them to explore their potential, and connecting youth to positive supports in their communities where they can grow into successful adults. The work of the County Probation Consortium encompasses many issues in which Alliance members are deeply interested, including what kinds of treatment programs will be offered to youth, where youth will be confined, and the level of involvement and connection to family and community. Being excluded from the County Probation Consortium's activities with respect to secure treatment of youth means that Alliance members are unable to participate in or even be aware of important decisions that impact the goals and work of the Alliance's member organizations.
- 107. Plaintiff is also beneficially interested in expenditures of public funds related to secure confinement and treatment of youth. On information and belief, the County Probation Consortium's work is funded entirely through public funds, including annual membership fees paid by each participating county. Indeed, many counties are paying their fees to the Consortium from their county's allocation of the state Juvenile Justice Realignment Block Grant, the statutory purpose of which is to provide "county based custody, care, and supervision of youth who are

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realigned." (See Welf. & Inst. Code, 1990, subd. (a).) Without the ability to attend the County Probation Consortium's meetings or inspect its records, the public will have no way to monitor its expenditures of public funds or ensure that its expenditures serve the grant's intended purpose—meeting the needs of youth.

- 108. Plaintiff also has an interest in ensuring that members of the public can participate in critical policy decisions being made with respect to the realignment of juvenile justice. Plaintiff, as an association of taxpaying, nonprofit organizations registered in the state of California, has an interest in vindicating the public's right to know what its legislative bodies are doing and the public's ability to ensure that bodies tasked with important public functions are following the law. But, Plaintiff cannot know about or participate in the county collaborative planning for secure treatment, or inform interested youth and community members of how to do the same, unless the County Probation Consortium allows public access to their critical public functions. The County Probation Consortium is playing a crucial role in realignment implementation, as it has been delegated important county functions, including developing the procedures for committing youth to cross-county facilities, creating a statewide database of county programs, and drafting agreements regarding allocation of costs and responsibilities among coordinating counties. These functions fall squarely within the counties' responsibilities with respect to secure treatment of youth, (see Welf. & Inst. Code, § 875 (g)), and will significantly influence the implementation of juvenile justice realignment statewide.
- 109. Moreover, many of Plaintiff's member organizations are made up of young people who have been directly impacted by the juvenile justice system, and the development of these young leaders is a core value of the Alliance. As an Alliance, member organizations work to lift up the voice of system-involved youth and their families and ensure that their expertise informs local policy decision-making. On behalf of its membership, the Alliance is committed to ensuring that the community can gain access to official discussions about the treatment of youth or expenditure of funds that are intended to support the treatment of youth.
- 110. Public participation in the statewide planning for secure youth treatment also aligns with the intent of the Juvenile Justice Realignment Act, which placed particular emphasis on

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expanding the use of community-based interventions in lieu of secure confinement. (Sen. Bill No. 823 (2019-2020 Reg. Sess.), §§ 1(c), 1(e).) The County Probation Consortium's goal is to "ensure the necessary range of treatment options for each county," meaning that the Consortium's activities will be shaping and influencing exactly what that range of treatment options for youth will be. (IRS Form 1023, p. 4.) Community participation in the County Probation Consortium's statewide county collaboration is crucial to the Act's intent to implement a public health approach to juvenile justice and to expand the continuum of community-based responses. (Sen. Bill No. 823 (2019-2020 Reg. Sess.), § 1(c).).

- 111. The County Probation Consortium is a collaboration of counties, formed by elected legislative bodies and entirely from county funds, that is performing government functions with respect to secure treatment of youth. This entity must conduct its business with public transparency. Anything less falls short of the spirit, intent, and specific requirements of the Juvenile Justice Realignment Act, the Brown Act, and the CPRA.
- 112. Unless Defendants are ordered to comply with their aforementioned obligations, Plaintiff will be irreparably harmed, and pecuniary compensation will be inadequate. Without judicial relief, Defendant County Probation Consortium will continue to serve as the forum for collaboration for county agencies across the state and to expend public funds intended to serve youth, while keeping these public functions entirely out of the public eye. Plaintiff is committed to supporting the development of community leaders and amplifying their voices in local policy action, but Plaintiff's goal of supporting youth and community empowerment will be frustrated if they cannot access these public processes. As long as the County Probation Consortium engages in important government functions without community access, Plaintiff cannot fulfill its mission and is irreparably harmed.
- Unless enjoined by this Court, Defendants will continue to violate the Brown Act and the CPRA, frustrating public access to inter-county coordination and expenditure of public funds related to the secure treatment of youth. As a result, Plaintiff and the public are injured and will continue to be injured in the future.

- 114. Although written demand was made upon the Defendant to perform its duties, Defendant has failed and refused to perform them.
- 115. At all times relevant to this action, Defendant has had and continues to have the legal ability to perform its duties in accordance with the Brown Act and the CPRA, but, despite demand, has failed and refused to do so.
- 116. An actual controversy has arisen and presently exists between Plaintiff and Defendant. Plaintiff has requested that Defendant conduct its meetings pursuant to the Brown Act and provide records pursuant to the CPRA. Defendant has refused to do so, denying that any violations have occurred. In the time since its denial, Defendant has held no public meetings, nor produced records pursuant to Plaintiff's CPRA request. A judicial declaration is necessary and appropriate at this time in order that Plaintiff may ascertain and enforce the rights and duties as set forth above.

CLAIMS FOR RELIEF

FIRST CAUSE OF ACTION

Declaratory Relief

(Code of Civil Procedure § 1060 and Government Code § 54960)

- 117. Plaintiff re-alleges and incorporates by reference all of the above paragraphs of this Complaint as though fully set forth herein.
- 118. Defendant, County Probation Consortium, has unlawfully failed to comply with the Brown Act as described in the above paragraphs in that none of the meetings of the Board of Directors, the Executive Committee, or any of its other legislative bodies were properly noticed with posted agendas, nor open to the public. Specifically, Defendant has violated Government Code Sections 54953, 54954.2, 54954.3, 54957.5, 54952.2. As a result, Plaintiff's members have been denied the right to attend, participate in, and be informed of Defendant's actions.
- 119. Plaintiff made clear its opinion that the Brown Act applies to the County Probation Consortium and its legislative bodies in its August 26, 2022, letter to the Consortium. (Ex. V.) In

that letter, Plaintiff specifically requested that the County Probation Consortium "cease and desist from violating the public meeting and participation requirements of the Brown Act."

- 120. The County Probation Consortium, in a letter dated September 8, 2022, informed Plaintiff of its position that "it is not a legislative body subject to the Brown Act." (Ex. X.) As none of Defendant's boards or committees, including the Board of Directors and the Executive Committee, have held or provided notice of a public meeting as of the date of this Complaint, Plaintiff has no reason to believe that Defendant's position has changed.
- 121. An actual controversy has therefore arisen between Plaintiff and Defendant relating to the legal rights and responsibilities of the parties based on their dispute as to the applicability of the Brown Act. (Gov. Code, § 54950 et seq.).
- 122. Plaintiff seeks a judicial declaration pursuant to Code of Civil Procedure Section 1060 and Government Code Section 54960 to prevent Defendant from continuing to violate the statutory provisions of the Brown Act and to determine the respective rights and duties of the parties pursuant to the Brown Act.

SECOND CAUSE OF ACTION.

Declaratory Relief

(Code of Civil Procedure § 1060 and Government Code §§ 54960, 54960.2)

- 123. Plaintiff re-alleges and incorporates by reference all of the above paragraphs of this Complaint as though fully set forth herein.
- 124. Defendant, County Probation Consortium, entered into a contract with the Office of Youth and Community Restoration in violation of the Brown Act, as described in the above paragraphs. This past action constitutes a Brown Act violation as the contract was executed without a meeting of the Board of Directors that was properly noticed with a posted agenda and open to the public. Specifically, Defendant's execution of the contract violated Government Code Sections 54953, 54954.2, 54954.3, 54957.5, 54952.2. As a result, Plaintiff's members were denied the right to attend, participate in, and be informed of Defendant's actions with respect to the contract.

- 125. Plaintiff made clear its opinion that the County Probation Consortium's execution of this contract violated the Brown Act in its letter sent to the Consortium on January 5, 2023. (Ex. Y.) In that letter, Plaintiff specifically requested that the County Probation Consortium "respond with an unconditional commitment to cease, desist from, and not repeat this past violation."
- 126. The County Probation Consortium responded on February 6, 2023, with a letter restating its position that the Brown Act does not apply to the County Probation Consortium. (Ex./Z)
- 127. An actual controversy has therefore arisen between Plaintiff and Defendant relating to the legal rights and responsibilities of the parties based on their dispute as to the applicability of the Brown Act to Defendant's past action. (Gov. Code, § 54950 et seq.).
- 128. Plaintiff seeks a judicial declaration pursuant to Code of Civil Procedure Section 1060 and Government Code Sections 54960 and 54960.2 to determine the applicability of the Brown Act to the Consortium's past act of entering into a contract without a public meeting.

THIRD CAUSE OF ACTION

Injunctive Relief

(Code of Civil Procedure § 526 and Government Code § 54960)

- 129. Plaintiff re-alleges and incorporates by reference all of the above paragraphs of this Complaint as though fully set forth herein.
- 130. As outlined above, Defendant and its legislative bodies, including the Board of Directors and the Executive Committee, have unlawfully failed to conduct meetings and take actions openly as required by the Brown Act. (Gov. Code, § 54950 et seq.). Specifically, Defendant has violated Government Code Sections 54953, 54954.2, 54954.3, 54957.5, 54952.2. Defendant's failure to comply with the Brown Act has caused significant and irreparable harm to the rights of Plaintiff's members to attend and participate in Defendant's meetings and to remain informed of and respond to Defendant's actions.
- 131. Despite Plaintiff's written request, and a subsequent discussion between counsel for the parties, Defendant maintains its position that it is not subject to the provisions of the Brown

Act. Based on these communications, Plaintiff has a reasonable belief that, unless Defendants' violations described herein are enjoined, Plaintiff's members will suffer ongoing and irreparable harm because their statutory right to attend, observe, and participate in the meetings of the County Probation Consortium's legislative bodies will be violated.

132. Plaintiff and its members have no adequate remedy at law for the injuries suffered and which will be suffered in the future as it will be extremely difficult, if not impossible, for Plaintiff to determine the amount of compensation which would a constitute adequate relief. Plaintiff is not seeking monetary compensation for Defendant's wrongful conduct.

FOURTH CAUSE OF ACTION

Declaratory Relief

(Code of Civil Procedure § 1060 and Government Code § 7923.000)

- 133. Plaintiff re-alleges and incorporates by reference all of the above paragraphs of this Complaint as though fully set forth herein.
- 134. Defendant, County Probation Consortium, has unlawfully failed to comply with the CPRA, Government Code Sections 7922.500-7922.545, as described in the above paragraphs in that it has refused to provide copies of records in response to Plaintiff's written request. As a result, Plaintiff have been denied the right to inspect and receive copies of public records and to remain informed of Defendant's actions and public business.
- 135. Plaintiff requested copies of specific records in an August 26, 2022, letter to the County Probation Consortium. (Ex. W.) Defendant did not provide copies of the records requested, did not undertake a search to determine if it had such records, and did not provide any basis to conclude that the specific records requested are exempt from the CPRA pursuant to express provisions of law. Instead, in a letter dated September 8, 2022, Defendant informed Plaintiff of its position that it is not a local agency subject to the provisions of the CPRA. (Ex. X.) Plaintiff has no reason to believe that Defendant's position has changed.

- 136. An actual controversy has therefore arisen between Plaintiff and Defendant relating to the legal rights and responsibilities of the parties based on their dispute as to the applicability of the CPRA. (Gov. Code, § 7920.000 et seq.).
- 137. Plaintiff seeks a judicial declaration per Code of Civil Procedure Section 1060 and Government Code Section 7923.000 to prevent Defendant from continuing to violate the statutory provisions of the CPRA and to determine the respective rights and duties of the parties pursuant to the CPRA.

FIFTH CAUSE OF ACTION

Injunctive Relief

(Code of Civil Procedure § 526 and Government Code § 7923.000)

- 138. Plaintiff re-alleges and incorporates by reference all of the above paragraphs of this Complaint as though fully set forth herein.
- 139. As detailed above, Defendant has unlawfully failed to provide access to and copies of its records as required by the CPRA. (Gov. Code, § 7920.000 et seq.) Defendant's continued failure to provide public records in compliance with Government Code Sections 7922.500-7922.545, will cause significant and irreparable harm to Plaintiff's right to inspect and obtain copies of public records, and to access "information concerning the conduct of the people's business." (Gov. Code, § 7921.000.)
- 140. In response to Plaintiff's written request, and during a subsequent discussion between counsel for the parties, Defendant maintained its position that it is not subject to the CRPA and therefore not required to produce records for inspection or provide copies of records upon request. Based on these communications, Plaintiff has a reasonable belief that, unless Defendants' violations described herein are enjoined, and Defendant is ordered to produce records pursuant to the CPRA, Plaintiff's right to inspect and obtain public records will be violated.
- 141. Plaintiff has no adequate remedy at law for the injuries suffered and which will be suffered in the future, because it will be extremely difficult, if not impossible, for Plaintiff to

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determine the amount of compensation which would a constitute adequate relief. Plaintiff is not seeking monetary compensation for Defendant's wrongful conduct.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests that the Court grant the following relief:

- 142. Issue a declaratory judgement, pursuant to Code of Civil Procedure Section 1060 and Government Code Section 54960, making the following determinations:
 - a. The County Probation Consortium is a local agency, as defined by Government Code Section 54951, and therefore the requirements of the Brown Act are applicable to the ongoing and future actions of its governing body, the Board of Directors, under Government Code Section 54952.
 - b. The County Probation Consortium's Board of Directors is a legislative body as defined by Government Code Section 54952, and therefore the requirements of the Brown Act are applicable to its ongoing and future actions.
 - c. Any committee, subcommittee, advisory committee, board committee, or other body established by formal action of the County Probation Consortium's Board of Directors, including the Executive Committee, are legislative bodies unless they are advisory committees that meet the limited exception described in Government Code Section 54952(b); therefore, the requirements of the Brown Act are applicable to such bodies, including the Executive Committee.
- 143. Issue a declaratory judgement, pursuant to Code of Civil Procedure Section 1060 and Government Code Sections 54960 and 54960.2, making the following determinations:
 - a. The County Probation Consortium violated the Brown Act when it executed a contract with the Office of Youth and Community Restoration on or about October 24, 2022.
 - b. The Brown Act requires the County Probation Consortium's Board of Directors to conduct an open meeting in compliance with the Act's meeting requirements before the Board of Directors can take an action authorizing a contract to be entered into on behalf of the County Probation Consortium.

- 144. Issue an injunction prohibiting Defendant and its legislative bodies, including the Board of Directors and the Executive Committee, pursuant to Code of Civil Procedure Section 526 and Government Code Section 54960 from:
 - a. Committing Brown Act violations as detailed in this Complaint, and from conducting the business of the County Probation Consortium in violation of any other provisions of the Brown Act; and
 - b. Engaging in communications prohibited by Government Code Section 54952.2, subdivision (b), subparagraph (1).
- 145. Issue an injunction requiring the County Probation Consortium's legislative bodies, including the Board of Directors and the Executive Committee, to:
 - a. Hold open and public meetings, as required under Gov. Code Section 54953, subdivision (a);
 - b. Post an agenda 72 hours before each meeting in a location that is freely accessible to members of the public and on County Probation Consortium's Internet Web site, with the time and location of the meeting and a brief general description of each item of business to be transacted or discussed at the meeting, as required under Government Code Section 54954.2, subdivision (a), subparagraph (1);
 - c. Ensure that every agenda for regular meetings provides an opportunity for members of the public to directly address the legislative body on any item of interest to the public that is within the subject matter jurisdiction of the body, before or during the body's consideration of the item, as required under Government Code Section 54954.3, subdivision (a);
 - d. Publicly report any action taken and the vote or abstention on that action of each member present for the action, as required under Government Code Section 54953, subdivision (c);
 - e. For any teleconference meeting, take all votes by rollcall, as required under Government Code Section 54953, subdivision (c), subparagraph (2); and

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- f. Make available for public inspection the materials distributed to the legislative body or a majority of the members of the legislative body, as required under Government Code Section 54957.5.
- 146. Issue a declaratory judgement, pursuant to Code of Civil Procedure Section 1060 and Government Code Section 7923.000, making the following determinations:
 - a. The County Probation Consortium is a local agency, as defined by Government Code Section 7920.510;
 - Any and all records prepared, owned, used, or retained by the County Probation
 Consortium that contain information pertaining to its business are public records,
 as defined by Government Code Section 7920.530, subdivision (a);
- 147. Enjoin Defendant pursuant to Code of Civil Procedure Section 526 and Government Code Section 7923.000 from committing CPRA violations as detailed in this Complaint, and issue an injunction requiring Defendant to:
 - a. Make records available for inspection by members of the public as required by Government Code Section 7922.525, subdivision (a);
 - Make any reasonably segregable portion of a record available upon request once the portions legally exempted from disclosure are deleted as required by Government Code Section 7922.525, subdivision (b);
 - c. Provide a copy of records upon receiving a request for reasonably identifiable records, subject to payment of specified fees, as required by Government Code Section 7922.530, subdivision (a); and
 - d. Determine within 10 days of receiving a request, unless otherwise extended pursuant to statute, whether the request seeks any disclosable public records, and promptly notify the requestor of the determination and reasons for such a determination as required by Government Code 7922.535, subdivision (a).
- 148. Grant Plaintiff reasonable attorneys' fees and costs of litigation under Code of Civil Procedure Section 1021.5, Government Code Section 54960.5, Government Code Section 7923.115, and any other applicable provisions of law.

VERIFICATION

I, Abraham Medina, declare as follows:

As Director of Plaintiff CALIFORNIA ALLIANCE FOR YOUTH AND COMMUNITY JUSTICE, I am a party to this action and I am authorized to make this verification for and on its behalf, and I make this verification for that reason. I have read the foregoing FIRST AMENDED COMPLAINT FOR INJUNCTIVE AND DECLARATORY RELIEF and know the contents thereof. The same is true of my own knowledge, except as to the matters which are therein stated on my information or belief, and as to those matters that I believe to be true.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed in Fairfield, in Solano County, California on February 7, 2023.



ABRAHAM MEDINA

Exhibit List

EXHIBIT A. County Probation Consortium Partnering for Youth Realignment, Application for Recognition of Exemption Under Section 501(c)(3) of the Internal Revenue Code, Form 1023 with attachments

EXHIBIT A1. Articles of Incorporation, filed with California Secretary of State

Dec. 30, 2021

EXHIBIT A2. Bylaws adopted by the Board of Directors on March 25, 2022

EXHIBIT A3. Power of Attorney and Declaration of Representative Form 2848

EXHIBIT A4. Board of Directors of the County Probation Consortium

Partnering for Youth Realignment Nonprofit Corporation

EXHIBIT B. SB 823 County Collaboration Consortium Workgroup ROSTER

EXHIBIT C. SB 823 County Collaboration Consortium Workgroup PRINCIPLES June 2021

EXHIBIT D. SB 823 Statewide Consortium Short & Long Term Concept Proposal (As of

7/16/21)

EXHIBIT E. About the SB 823 County Collaboration Consortium, Invoice Overview

EXHIBIT F. About the SB 823 County Collaboration Consortium, Invoice Overview Initial Consortium Membership Fee Invoices and Records of Payment – County Examples

EXHIBIT F1. Alameda County

EXHIBIT F2. Contra Costa County

EXHIBIT F3. Kings County EXHIBIT F4. Orange County

EXHIBIT F5. Sacramento County

EXHIBIT F6. Riverside County

EXHIBIT F7. San Bernardino County

EXHIBIT F8. Santa Clara County

EXHIBIT F9. Tehama County

EXHIBIT G. Tehama County Board of Supervisors Meeting Minutes for Tuesday, November 16, 2021 and Attachment for Item #35

EXHIBIT H. Yolo County Board of Supervisors, Minutes and Supporting Materials, May 4, 2021, Item #32

EXHIBIT I. Yolo County, 2021-2022 Budget, Attachment F "FY21-22 Adopted Budget Non-General Fund Recommendations"

| EXHIBIT J. | Santa Clara County Board of Supervisors, Regular Meeting Minutes for Nov. 16, 2021 and Attachment for Item #70 |
|------------|---|
| EXHIBIT K. | Kings County, 2021-2022 Budget, p. 127 |
| EXHIBIT L. | Kings County Board of Supervisors Regular Meeting Summary of Action for Dec. 21, 2021 |
| EXHIBIT M. | Kings County, 2022-2023 Budget, p. 133 |
| EXHIBIT N. | Trinity County Board of Supervisors Meeting Minutes for Nov. 16, 2021, Item #5.2 and Attachment |
| EXHIBIT O. | State Controller's Office Remittance Advice for the Juvenile Justice Realignment Block Fiscal Year: 2021-2022 |
| EXHIBIT P. | State Controller's Office Remittance Advice for the Juvenile Justice Realignment Block Fiscal Year: 2022-2023 |
| EXHIBIT Q, | SB 823 County Consortium Kick-Off Meeting Agenda for November 15, 2021 |
| EXHIBIT R. | Consortium Meeting Agenda for Wednesday, December 8, 2021 |
| EXHIBIT S. | County Probation Consortium Partnering for Youth Realignment |
| EXHIBIT T. | County Probation Consortium Partnering for Youth Realignment, Internal Revenue Service Exemption Determination Letter |
| EXHIBIT U. | OYCR and County Probation Consortium Contract for Services |
| EXHIBIT V. | August 26, 2022 CAYCJ Letter to the County Probation Consortium Partnering for Youth Realignment Requesting Brown Act Compliance |
| EXHIBIT W. | August 26, 2022 CAYCJ Public Records Act Request to the County Probation Consortium Partnering for Youth Realignment |
| EXHIBIT X. | September 8, 2022 County Probation Consortium Partnering for Youth Realignment Response Letter to CAYCJ |
| ЕХНІВІТ Ү. | January 5, 2023 CAYCJ Letter to the County Probation Consortium Partnering for Youth Realignment Regarding Specific Brown Act Violation |
| EXHIBIT Z. | February 6, 2023 County Probation Consortium Partnering for Youth Realignment Response Letter to CAYCJ Regarding Specific Brown Act Violation |

Exhibit A

Form 1023

(Rev. January 2020)

Department of the Treasury Internal Revenue Service

Application for Recognition of Exemption Under Section 501(c)(3) of the Internal Revenue Code

Do not enter social security numbers on this form as it may be made public.

Note: If exempt status is approved, this application will be open for public inspection.

OMB No. 1545-0047

Use the "?" buttons throughout this form for help in completing this application. For additional help, call IRS Exempt Organizations Customer Account Services toll-free at 1-877-829-5500.

If you cannot complete required responses within the textbox limits throughout this form, upload your additional narratives with the other required documents.

| ant | | | | | | | | |
|--|--|--|--|--|---|--|--|---|
| a Full Name of Organization (exactly as it appears in your organizing document) b Care of Name (if applicable) | | | | | | | | |
| COUNTY PROBATION CONSORTIUM PARTNERING FOR YOUTH REALIGNMENT | | | | | | | | |
| c Mailing Address (Number, street and room/suite) d City e Country | | | | | | | | |
| 675 NEW YORK RANCH ROAD | | | | | United | States | | |
| <u> </u> | g Zip | Code + 4 | h | Foreign Prov | ince (or S | State) | I Foreign P | ostal Code |
| | 9564 | 12 . | ĺ | | | | | |
| 3 Month Tax Ye | ear Ends | | | | | | | |
| JUNE | | | | | KERMAN | | | |
| | 6 Fa | ax Number | (optio | nal) | | | 7 User Fee | Submitted |
| | <u> </u> | | | | | | \$600.00 | |
| le): | | | | | | | | |
| addresses of you | r officers, | directors, a | and/or | trustees. | | | | |
| Las | t Name: | BONINI | | | | Title: P | RESIDENT | |
| ANCH ROAD | | C | ity: | JACKSON | | | | • |
| | | Zip Code | e (or F | oreign Posta | al Code): | 95642 | | |
| | t Name: | EHMEN-KF | RAUSE | <u> </u> | | Title: v | ICE-PRESIDENT | |
| /E SUITE 201 | - | C | ity: | MARTINEZ | | | -• | |
| | | Zip Code | e (or f | oreign Post | al Code): | 94553 | | |
| Las | t Name: | MUENCH | | | | Title: T | | |
| | | | | RED BLUFF | | | <u></u> | |
| | | Zip Code | e (or F | oreign Post | | | | |
| Las | t Name: | | | | | Title: s | ECRETARY | |
|) | | | | | | | | |
| | | Zip Code | e (or F | oreign Post | al Code): | 93305 | | |
| Las | t Name: | DAWAL | | | | Title: D | IRECTOR | |
| | | | | OAKLAND | | | | |
| | | Zip Code | e (or F | oreign Post | al Code): | 94607 | | |
| directors, and/or t | rustees. | | | | | | | |
| an attached list. | | | | | | | | |
| | and room/suite) 3 Month Tax Ye JUNE le): addresses of you Las ANCH ROAD Las /E SUITE 201 Las | TNERING FOR YOUTH REALIGN and room/suite) d City JACKS g Zip 9564 3 Month Tax Year Ends JUNE 6 Fa le): addresses of your officers, Last Name: ANCH ROAD Last Name: Last Name: Last Name: Comparison of the compari | TRERING FOR YOUTH REALIGNMENT and room/suite) d City JACKSON g Zip Code + 4 95642 3 Month Tax Year Ends JUNE 6 Fax Number 6 Fax Number 1 Last Name: BONINI ANCH ROAD 7 Zip Code Last Name: EHMEN-KF 7 Zip Code Last Name: MUENCH 7 Zip Code Last Name: MERICKEL 7 Zip Code Last Name: DAWAL 7 Zip Code Code Code Code Code Code Code Code | TINERING FOR YOUTH REALIGNMENT and room/suite) d City JACKSON g Zip Code + 4 95642 3 Month Tax Year Ends JUNE 6 Fax Number (option le): addresses of your officers, directors, and/or Last Name: BONINI ANCH ROAD City: Zip Code (or File Ehmen-krause //E SUITE 201 | TINERING FOR YOUTH REALIGNMENT and room/suite) d | TINERING FOR YOUTH REALIGNMENT and room/suite) d City | TITHERING FOR YOUTH REALIGNMENT and room/suite) JACKSON | TRERING FOR YOUTH REALIGNMENT and room/suite) d City |

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|--------------------|---|---------------------|---------------|----------------|---------|
| Part II | Organizational Structure | | | | |
| 1 You | must be a corporation, limited liability company (LLC), unincorporated association, or | r trust to be tax e | xempt. | | |
| Selec | ct your type of organization. | | | | |
| (| Corporation | | | | |
| | e end of this form, you must upload a copy of your articles of incorporation (and any opriate state agency. | amendments) tha | nt shows proc | of of filing w | ith the |
| \bigcirc ι | Limited Liability Company (LLC) | | | | |
| | e end of this form, you must upload a copy of your articles of organization (and any a opriate state agency. Also, if you adopted an operating agreement, upload a copy, al | | | of filing wi | th the |
| Οı | Jnincorporated Association | | | | |
| | e end of this form, you must upload a copy of your articles of association, constitution d and includes at least two signatures. Include signed and dated copies of any amen | | organizing d | ocument th | at is |
| 01 | Trust | | | | |
| | e end of this form, you must upload a signed and dated copy of your trust agreement indments. | t. Include signed | and dated co | pies of any | |
| ! Enter | r the date you formed. (MM/DD/YYYY) | 12/30/2021 | | | |
| Sele | ct your state (or U.S. territory) of incorporation or other formation. If you were formed | under the | California | | |
| laws | of a foreign country, select Foreign Country. | | | | |
| | e you adopted bylaws? If "Yes," at the end of this form, upload a current copy showin explain how you select your officers, directors, or trustees. | g the date of ado | ption. If | Yes | ○No |
| | | | | | |
| | | | | | |
| | | | | | |
| - L | /ou a successor to another organization? | | | | (No |
| n vic.) | you a successor to another organization: | | | ()Yes | (INO |

Answer "Yes" if you have taken or will take over the activities of another organization, you took over 25% or more of the fair market value of the net assets of another organization, or you were established upon the conversion of an organization from for-profit to nonprofit status. If "Yes," complete Schedule G.

Required Provisions in Your Organizing Document

Part III helps ensure that, when you submit this application, your organizing document contains the required provisions to meet the organizational test under section 501(c)(3).

If you cannot check "Yes" in both Lines 1 and 2, your organizing document does not meet the organizational test. DO NOT file this application

until you have amended your organizing document, Remember to upload your original and amended organizing documents at the end of this form. Section 501(c)(3) requires that your organizing document limit your purposes to one or more exempt purposes within section 501(c)(3), such as charitable, religious, educational, and/or scientific purposes. The following is an example of an acceptable purpose clause: The organization is organized exclusively for charitable, religious, educational, and scientific purposes under section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code. Yes \bigcirc No Does your organizing document meet this requirement? 1a State specifically where your organizing document meets this requirement, such as a reference to a particular article or section in your organizing document (Page/Article/Paragraph): Articles of Incorporation, Page 2 (attached) Section 501(c)(3) requires that your organizing document provide that upon dissolution, your remaining assets be used exclusively for section 501(c)(3) exempt purposes, such as charitable, religious, educational, and/or scientific purposes. Depending on your entity type and the state in which you are formed, this requirement may be satisfied by operation of state law. The following is an example of an acceptable dissolution clause: Upon the dissolution of this organization, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Yes Does your organizing document meet this requirement?

2a State specifically where your organizing document meets this requirement, such as a reference to a particular article or section in your organizing document (Page/Article/Paragraph) or indicate that you rely on state law.

Articles of Incorporation, Section 5(d)

EIN: 88-0673741

Part IV Your Activities

Describe completely and in detail your past, present, and planned activities. Do not refer to or repeat the purposes in your organizing document.

For each past, present, or planned activity, include information that answers the following questions:

- a. What is the activity?
- b. Who conducts the activity?
- c. Where is the activity conducted?
- d. What percentage of your total time is allocated to the activity?
- e. How is the activity funded (for example, donations, fees, etc.) and what percentage of your overall expenses is allocated to this activity?
- f. How does the activity further your exempt purposes?

For over a century, the state was responsible for operating youth correctional facilities that provided academic and vocational education, medical care, and treatment programs in secure facilities for youth and young adults in California's juvenile justice system who needed long-term secure confinement. In September 2020, Governor Newsom signed S.B. 823 into law, which is referred to as Division of Juvenile Justice realignment. With a few limited exceptions, the Division stopped admitting any new youth to its facilities as of June 30, 2021 and plans to close all of its facilities by June 30, 2023. Instead of continuing to provide treatment for youth in the state-operated secure youth correctional facilities, S.B. 823 transferred responsibility for these youth to county probation departments.

Many of California's 58 counties currently lack the range of services and facilities necessary for treating youth, who, prior to realignment, received treatment in a secure facility operated by the state's Division of Juvenile Justice. Some counties lack any secure treatment programs. Many counties have no long-term secure treatment programs, particularly for some subsets of their juvenile justice population, such as female youth in the juvenile justice system, youths who commit sex offenses, or those youth who suffer from severe mental illness. In a 2021 report from the Board of State and Community Corrections of California, half of the counties responding reported that they lack sufficient secure treatment space for youth in their existing facilities and two-thirds of the counties reported that infrastructure modifications were needed to existing facilities. Over half of the counties reported that they anticipated some need to contract with other counties to treat some of their youth. Currently, each of the state's 58 juvenile probation departments has to determine on their own what services or treatment options are available if, for any reason, they cannot serve a youth locally who is ordered by the juvenile court into a secure youth treatment facility. In addition, in the event that a youth has to be placed out of county, each county is having to establish their own procedures for contracting with other counties, resulting in different allocations of responsibilities between placing and treating counties as well as the potential for unnecessary differences in services to youth and their families and differing costs of treatment.

The sole activity of this corporation is to lessen the burdens of government by providing a forum for statewide collaboration among California's counties and their probation departments to address the complex needs of youth who, prior to the passage of S.B. 823, would have otherwise been committed to the state's Division of Juvenile Justice. The collaboration that will be facilitated by this corporation will reduce the burdens of government by developing agreement for procedures for probation departments when placing youth in out-of-county treatment programs, developing a searchable database of treatment programs throughout the state and the capacity of those programs, and developing agreement regarding allocation of costs and responsibilities between placing and treating counties. This collaboration will lessen the burdens of government by eliminating the need for each county's probation department to separately search for appropriate programs for a high needs youth and separately negotiate procedures for placement and responsibilities between the placing and treating counties. The collaboration will also lessen the costs of government by eliminating the need for each California county probation department to establish and staff the full range of secure treatment facilities and specialized programming that might be needed for every youth who is ordered into a secure youth treatment facility by the juvenile court. By helping to ensure the necessary range of treatment options for each county, the corporation will enable juvenile courts to retain youth within their jurisdiction instead of having to transfer them to the adult court system. Finally, the collaboration will help to ensure that each youth, regardless of what county they live in, receives treatment that is culturally responsive, trauma-informed, evidence-based, age appropriate, as close to home as possible, centered on youth and family engagement, and based on positive youth development so that the youth can have a productive life.

The activity will be primarily conducted by the corporation's board of directors, none of whom are compensated, with the assistance of a small number of paid consultants. The board of directors consists of the chief probation officers of participating counties, as well as the executive directors of three statewide organizations serving county governments. The activity is funded by small annual grants from each participating county.

| 011 | 11 1023 (Rev 01-2020) Name: COUNTY PROBATION CONSORTION PARTNERING FOR YOUTH REALIGNMENT EIN: | 38-06/3/41 | . Page |
|-----|--|------------|--------|
| Pa | rt IV Your Activities (continued) | | • |
| | Do you or will you make grants, loans, or other distributions to organizations that are not recognized by the IRS as tax exempt under section 501(c)(3)? If "Yes," name and/or describe the non-section 501(c)(3) organizations to whom you do or will make distributions and explain how these distributions further your exempt purposes. | | ○No |
| | Do you or will you make grants, loans, or other distributions to foreign organizations? If "Yes," name each foreign organization (if not already provided), the country and region within each country in which each foreign organization operates, any relationship you have with each foreign organization, and whether the foreign organization accepts contributions earmarked for a specific country or organization (if so, specify which countries or organizations). If "No," continue to Line 10. | ∕Yes | ○No |
| | Do your contributors know that you have ultimate authority to use contributions made to you at your discretion for purposes consistent with your exempt purposes? If "Yes," describe how you relay this information to contributors. | Yes | No |
| d | Do you or will you make pre-grant inquiries about the recipient organization? If "Yes," describe these inquiries, | Yes | ()No |
| | including whether you inquire about the recipient's financial status, its tax-exempt status under the Internal Revenue Code, its ability to accomplish the purpose for which the resources are provided, and other relevant information. | | |
| | | | |
| | Do you or will you use any additional procedures to ensure that your distributions to foreign organizations are used in furtherance of your exempt purposes? If "Yes," describe these procedures, including periodic reporting requirements, auditing grantees, site visits by your employees or compliance checks by impartial experts, etc., to verify that grant funds are being used appropriately. | Yes | No |
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| | rt IV Your Activities (continued) | • | |
| | Do you share board members or other key personnel with the recipient organization(s)? If "Yes," identify the relationships. | ○Yes | ○No |
| | | | |
| | When you make grants, loans, or other distributions to foreign organizations, will you check the OFAC List of Specially Designated Nationals and Blocked Persons for names of individuals and entities with whom you are dealing to determine if they are included on the list? Describe any other practices you will engage in to ensure that foreign expenditures or grants are not diverted to support terrorism or other non-charitable activities. | Yes | No |
| | | | |
| | Will you comply with all United States statutes, executive orders, and regulations that restrict or prohibit U.S. persons from engaging in transactions and dealings with designated countries, entities, or individuals, or otherwise engaging in activities in violation of economic sanctions administered by OFAC? | S Yes | ○No |
| | Will you acquire from OFAC the appropriate license and registration where necessary? | ⊖Yes | ○No |
| | Do you or will you operate in a foreign country or countries? If "Yes," name each foreign country and region within each country in which you do or will operate and describe your operations in each one. If "No," continue to Line 11. | Yes | ● No |
| | | | |
| 3 | When you conduct activities in foreign countries, will you check the OFAC List of Specially Designated Nationals an Blocked Persons for names of individuals and entities with whom you are dealing to determine if they are included on the list? Describe any other practices you will engage in to ensure that foreign expenditures or grants are not diverted to support terrorism or other non-charitable activities. | d OYes | ○No |
| | | | |
| | | | |
| . | Will you comply with all United States statutes, executive orders, and regulations that restrict or prohibit U.S. persons from engaging in transactions and dealings with designated countries, entities, or individuals, or otherwise engaging in activities in violation of economic sanctions administered by OFAC? | Yes | ○No |

| form 1023 (Rev 01-2020) Name: COUNTY PROBATION CONSORTIUM PARTNERING FOR YOUTH REALIGNMENT EIN: | 88-0673741 | Page |
|--|------------|-------------|
| Part IV Your Activities (continued) | | |
| 1 Are you a sponsoring organization that maintains one or more donor advised funds? If yes, please provide a complete description of your program, including the specific advice that such donors may provide. Describe in detail the control you maintain (or will maintain) over the use of the funds. | ⊖Yes | No |
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| | | • |
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| | | • |
| 2 Do you or will you operate a school? If "Yes," complete Schedule B. | ⊖Yes | ● No |
| 3 Is your principal purpose or function to provide hospital or medical care? If "Yes," complete Schedule C. | ⊖Yes | ●No |
| 4 Do you or will you provide low-income housing? If "Yes," complete Schedule F. | ⊖Yes | ● No |
| 5 Do you or will you provide scholarships, fellowships, educational loans, or other educational grants to individuals, including grants for travel, study, or other similar purposes? If "Yes," complete Schedule H - Section I. | Yes | ● No |
| 16 Check any of the following fundraising activities that you will undertake (check all that apply): | | |
| Website, mail, email, personal, and/or phone solicitations | | |
| Receive donations from another organization's website Government grant solicitations | | • |
| | | |
| | | |
| Other (describe) | | |
| We will not engage in fundraising activities. | | |
| 7 Do you or will you engage in fundraising activities for other organizations? If "Yes," describe these arrangements, including the names or descriptions of the organizations for which you raise funds. | ⊖Yes | ⊚ No |
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| Pa | rt V | Compensation and Other Financial Arrangements (continued) | | |
|----|--|--|-----|-------------|
| | trustees officers, trustee indepen make or | or will you purchase or sell any goods, services, or assets from or to: (i) any of your officers, directors, or s; (ii) any family of any of your officers, directors, or trustees; (iii) any organizations in which any of your, directors, or trustees, or in which any individual officer, director, or owns more than a 35% interest; (iv) your highest compensated employees; or (v) your highest compensated indent contractors? If "Yes," describe any such transactions that you made or intend to make, with whom you rewill make such transactions, how the terms are or will be negotiated at arm's length, and how you determine or no more than fair market value or you are paid at least fair market value. | Yes | ● No |
| | | | | |
| • | (ii) any f director owns m indepen whom y | or will you have any leases, contracts, loans, or other agreements with: (i) your officers, directors, or trustees; family of any of your officers, directors, or trustees; (iii) any organizations in which any of your officers, s, or trustees are also officers, directors, or trustees, or in which any individual officer, director, or trustee fore than a 35% interest; (iv) your highest compensated employees; or (v) your highest compensated indent contractors? If "Yes," describe any written or oral arrangements that you made or intend to make, with you have or will have such arrangements, how the terms are or will be negotiated at arm's length, and how you no you pay no more than fair market value or you are paid at least fair market value. | Yes | ⊚ No |
| | | | | |
| | lf "Yes," organiza | or will you contract with another organization to develop, build, market, or finance your facilities? describe each facility, the role of the other organization, and any business or family relationship between the ation and your officers, directors, or trustees. Explain how that entity is selected, how the terms of any t(s) are negotiated at arm's length, and how you determine you will pay no more than fair market value for s. | Yes | ⊚ No |
| | | | | |
| | | | | |

| Fo | rm 1023 (Rev 01-2020) Name: COUNTY PROBATION CONSORTIUM PARTNERING FOR YOUTH REALIGNMENT EIN: 8 | 38-0673741 | Page 1 |
|----|---|--------------|-------------|
| P | art V Compensation and Other Financial Arrangements (continued) | | |
| 7 | Does or will someone other than your own employees or volunteers manage your activities or facilities? If "Yes," describe the activities or facilities that will be managed by others, the names of the persons or organizations that manage or will manage your activities or facilities, and any business or family relationship between the organization and your officers, directors, or trustees. Explain how these managers were or will be selected, how the terms of any contracts or other agreements were or will be negotiated, and how you determine you will pay no more than fair market value for services. | Yes | ● No |
| | | | |
| | | | |
| 8 | Do you participate in any joint ventures, including partnerships or limited liability companies treated as partnerships, in which you share profits and losses with partners? If "Yes," state your ownership percentage in each joint venture, list your investment in each joint venture, describe the tax status of other participants in each joint venture (including whether they are section 501(c)(3) organizations), describe the activities of each joint venture, describe how you exercise control over the activities of each joint venture, and describe how each joint venture furthers your exempt purposes. | ⊖Yes | ● No |
| | | | |
| | | | |
| ŀ | art VI Financial Data | | |
| 1 | Select the option that best describes you to determine the years of revenues and expenses you need to provide. | | |
| | You completed less than one tax year. | | |
| | Provide a total of three years of financial information (including the current year and two future years of reasona projections of your future finances) in the following Statement of Revenues and Expenses. | able and god | od faith |
| | You completed at least one tax year but fewer than five. | | |
| | Provide a total of four years financial information (including the current year and three years of actual financial reasonable and good faith projections of your future finances) in the following Statement of Revenues and Expenses | | or |
| | You completed five or more tax years. | | |
| | Provide financial information for your five most recent tax years (including the current year) in the following State and Expenses. | tement of Re | evenues |
| | | | |

Financial Data (continued)

EIN: 88-0673741

Name: COUNTY PROBATION CONSORTIUM PARTNERING FOR YOUTH REALIGNMENT

| | Type of revenue | Сищ | ent tax year | | 4 pri | or tax | years or 2 | SUCCE | eding tax | years | |
|------------------|--|--------|--------------|--------|------------|--------|------------------|-------|-----------|----------|---|
| | | From: | 07/01/2021 | From: | 07/01/2022 | From: | 07/01/2023 | From: | 11 | From: | 1 |
| | | To: | 06/30/2022 | _ | 06/30/2023 | | | To: | | = To: | |
| | Gifts, grants, and contributions received (do not include unusual grants) | \$353 | ,163. | \$400 | ,000. | \$400 | ,000. | | | | |
| _ | Membership fees received | | | | | | | | | | |
| | Gross investment income | | | | , | | <u> </u> | | | <u> </u> | |
| | Net unrelated business income | | | ····· | , | | | | | | |
| _ | Taxes levied for your benefit | | | | | | | | | | |
| | Value of services or facilities furnished by a governmental unit without charge (not including the value of services generally furnished to the public without charge) | | | | | | | | | | |
| | Any revenue not otherwise listed above or in lines 9 - 12 below (provide an itemized list below) | | | | | | | | | | |
| _ | Total of lines 1 through 7 | \$353 | ,163. | \$400 | ,000. | \$400 | ,000. | \$0. | | \$0. | |
| | Gross receipts from admissions, merchandise sold or services performed, or furnishing of facilities in any activity that is related to your exempt purposes (provide an itemized list below) | | | | | | | | - | | |
| 0 | Total of lines 8 and 9 | \$353 | ,163. | \$400 | ,000. | \$400 | ,000. | \$0. | | \$0. | |
| 1 | Net gain or loss on sale of capital assets (provide an itemized list below) | | | | | | | | | | |
| 2 | Unusual grants (provide an itemized list below) | | ** | | | | ,_ ,_ | | | | |
| } | Total Revenue (add lines 10 through 12) | \$353 | ,163. | \$400 | ,000. | \$400 | ,000. | \$0. | | \$0. | |
| | Type of expense | Curre | nt tax year | , | 4 pri | or tax | years or 2 | SUCCE | eding tax | years | |
| | | _ | | | | | | | | | |
| 1 | Fundraising expenses | | | | | | | | | | |
| | Fundraising expenses Contributions, gifts, grants, and similar amounts paid out (provide an itemized list below) | | | | | | | | | | |
| 5 | Contributions, gifts, grants, and similar amounts | | | | | | | | | | |
| ; | Contributions, gifts, grants, and similar amounts paid out (provide an itemized list below) Disbursements to or for the benefit of members | | | | | | | | | | |
| 5 5 | Contributions, gifts, grants, and similar amounts paid out (provide an iternized list below) Disbursements to or for the benefit of members (provide an itemized list below) | | | | | | | | | | |
| 7 | Contributions, gifts, grants, and similar amounts paid out (provide an itemized list below) Disbursements to or for the benefit of members (provide an itemized list below) Compensation of officers, directors, and trustees | | | | | | | | | | |
| 7 | Contributions, gifts, grants, and similar amounts paid out (provide an itemized list below) Disbursements to or for the benefit of members (provide an itemized list below) Compensation of officers, directors, and trustees Other salaries and wages | \$6,00 | 00. | \$6,00 | 00. | \$6,00 | 00. | | | | |
| 5 7 3 | Contributions, gifts, grants, and similar amounts paid out (provide an itemized list below) Disbursements to or for the benefit of members (provide an itemized list below) Compensation of officers, directors, and trustees Other salaries and wages Interest expense | \$6,00 | 00. | \$6,00 | 00. | \$6,00 | 00. | | | | |
| 7 3 | Contributions, gifts, grants, and similar amounts paid out (provide an itemized list below) Disbursements to or for the benefit of members (provide an itemized list below) Compensation of officers, directors, and trustees Other salaries and wages Interest expense Occupancy (rent, utilities, etc.) | | 00. | \$6,00 | | \$6,00 | | | | | |
| 5 7 8 9 | Contributions, gifts, grants, and similar amounts paid out (provide an itemized list below) Disbursements to or for the benefit of members (provide an itemized list below) Compensation of officers, directors, and trustees Other salaries and wages Interest expense Occupancy (rent, utilities, etc.) Depreciation and depletion | | ,000. | | ,000. | | ,000. | | | | |

| Į | nsurance costs (\$4,000/year) and web development (\$5,000). |] |
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| Form 1023 (Rev 01-2020) Name: COUNTY PROBATION CONSORTIUM PARTNERING FOR YOUTH REALIGNMENT | EIN: 88-0673741 Page 14 |
|--|-------------------------|
| Part VI Financial Data (continued) | |
| B. Balance Sheet (for your most recently completed tax year) | Year End: 06/30/2022 |
| Assets | |
| 1 Cash | \$353,163. |
| 2 Accounts receivable, net | |
| 3 Inventories | |
| 4 Bonds and notes receivable (provide an itemized list below) | |
| 5 Corporate stocks (provide an itemized list below) | |
| 6 Loans receivable (provide an itemized list below) | |
| 7 Other investments (provide an itemized list below) | |
| Depreciable assets (provide an itemized list below) | |
| 9 Land | , |
| 10 Other assets (provide an itemized list below) | |
| 11 Total Assets (add lines 1 through 10) | \$353,163. |
| Liabilities | |
| 12 Accounts payable | \$160,000. |
| 13 Contributions, gifts, grants, etc. payable | |
| 14 Mortgages and notes payable (provide an itemized list below) | |
| 15 Other liabilities (provide an itemized list below) | |
| 16 Total Liabilities (add lines 12 through 15) | \$160,000. |
| Fund Balances or Net Assets | |
| 17 Total fund balances or net assets | \$193,163. |
| 18 Total Liabilities and Fund Balances or Net Assets (add lines 16 and 17) | \$353,163. |
| 19 Itemized financial data | |

| 13 | REINZEU (Mancial data |
|----|-----------------------|
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Part VII Foundation Classification

Part VII is designed to classify you as an organization that is either a private foundation or a public charity. Public charity classification is a more favorable tax status than private foundation classification. If you are a private foundation, this part will further determine whether you are a private operating foundation.

| ı | Sele | ct the foundation classification you are requesting from the list below. | | | | |
|---|-------|--|--------|-----|--|--|
| | | You are described in 509(a)(1) and 170(b)(1)(A)(vi) as an organization that receives a substantial part of its finance support in the form of contributions from publicly supported organizations, from a governmental unit, or from the gapublic. | | | | |
| | | You are described in 509(a)(2) as an organization that normally receives not more than one-third of its financial suffrom gross investment income and receives more than one-third of its financial support from contributions, member fees, and gross receipts from activities related to its exempt functions (subject to certain exceptions). | | | | |
| | | You are described in 509(a)(1) and 170(b)(1)(A)(i) as a church or a convention or association of churches. Comples Schedule A. | ete | | | |
| | | You are described in 509(a)(1) and 170(b)(1)(A)(ii) as a school. Complete Schedule B. | | | | |
| | | You are described in 509(a)(1) and 170(b)(1)(A)(iii) as a hospital, a cooperative hospital service organization, or a medical research organization operated in conjunction with a hospital. Complete Schedule C. | | | | |
| | | You are described in 509(a)(1) and 170(b)(1)(A)(iv) as an organization operated for the benefit of a college or univ that is owned or operated by a governmental unit. | ersity | | | |
| | | You are described in 509(a)(1) and 170(b)(1)(A)(ix) as an agricultural research organization directly engaged in the continuous active conduct of agricultural research in conjunction with a college or university. | e | | | |
| | | You are described in 509(a)(3) as an organization supporting either one or more organizations described in 509(a)(1) or 509(a)(2) or a publicly supported section 501(c)(4), (5), or (6) organization. Complete Schedule D. | | | | |
| | | You are described in 509(a)(4) as an organization organized and operated exclusively for testing for public safety. | | | | |
| | | You are a publicly supported organization and would like the IRS to decide your correct classification. | | | | |
| | | You are a private foundation. | | | | |
| а | app | a private foundation, section 508(e) requires special provisions in your organizing document in addition to those that ly to all organizations described in section 501(c)(3). Check this box to confirm that your organizing document udes these provisions or you rely on state law. | | _ | | |
| | | e specifically where your organizing document meets this requirement, such as a reference to a particular article or ion in your organizing document (Page/Article/Paragraph) or state that you rely on state law. | | | | |
| | | | | | | |
| Ь | inclu | ou or will you provide scholarships, fellowships, educational loans, or other educational grants to individuals, iding grants for travel, study, or other similar purposes? es," complete Schedule H - Section II. | ○Yes | ○No | | |
| C | Are | you a private operating foundation? | ○Yes | ○No | | |
| | educ | e a private operating foundation you must engage directly in the active conduct of charitable, religious, cational, and similar activities, as opposed to indirectly carrying out these activities by providing grants to riduals or other organizations. | | | | |
| | | | | | | |

| Pa | art VI | Foundation Classification (continued) | | |
|----|----------------------|--|--|-----------------------------------|
| ld | asse | cribe how you meet the requirements for private operating foundation status, including how you meet the income tes ets test, the endowment test, or the support test. If you've been in existence for less than one year, describe how you requirements for private operating foundation status. | | |
| | | | | |
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| 2 | total 10% publ | u have been in existence more than 5 years, you must confirm your public support status. To confirm your qualificati ity described in 509(a)(1) and 170(b)(1)(A)(vi) in existence for five or more tax years, you must have received one-th support from governmental agencies, contributions from the general public, and contributions or grants from other per or more of your total support from governmental agencies, contributions from the general public, and contributions is charities and the facts and circumstances indicate you are a publicly supported organization. Calculate whether your most recent five-year period. | nird or more oublic chari or grants fr | e of your ties; or om other |
| | | Did you receive contributions from any person, company, or organization whose gifts totaled more than the 2% amount of line 8 in Part VI-A? | Yes | ⊚No |
| | | f "Yes," identify each person, company, or organization by letter (A, B, C, etc.) and indicate the amount contributed b Keep a list showing the name of and amount contributed by each of these donors for your records. | y each. | |
| | | | | |
| | | | | |
| | r | Based on your calculations, did you receive at least one-third of your support from public sources or did you normally receive at least 10 percent of your support from public sources and you have other characteristics of a publicly supported organization? | | ○No |
| ?a | char from and | u have been in existence more than 5 years, you must confirm your public support status. To confirm your qualificati ity described in 509(a)(2) in existence for five or more tax years, you must have normally received more than one-thin contributions, membership fees, and gross receipts from activities related to your exempt functions, or a combination not more than one-third of your support from gross investment income and net unrelated business income. Calculate support test for your most recent five-year period. | ird of your on of these | support sources, |
| | i. C | Did you receive amounts from any disqualified persons? | ⊖Yes | ○No |
| | | f "Yes," identify each disqualified person by letter (A, B, C, etc.) and indicate the amount contributed by each. Keep a sist showing the name of and amount contributed by each of these donors for your records. | 3 | |
| | | | | |
| | | | | |
| | | Did you receive amounts from individuals or organizations other than disqualified persons that exceeded the greater of \$5,000 or 1% of the amount on line 10 of Part VI-A Statement of Revenues and Expenses? | ○Yes | ○No |
| | - - - | f "Yes," identify each individual or organization by letter (A, B, C, etc.) and indicate the amount contributed by each. Keep a list showing the name of and amount contributed by each of these donors for your records. | | |
| | | | | |
| | | | | |
| | | Based on your calculations, did you normally receive more than one-third of your support from a combination of gifts, grants, contributions, membership fees, and gross receipts (from permitted sources) from activities related | ○Yes | ○No |
| | | to your exempt functions and normally receive not more than one-third of your support from investment income and unrelated business taxable income? | | |

Part VIII **Effective Date**

| of a | eneral, a determination letter recognizing exemption of an organization if: (1) its purposes and activities prior to the date mption; and (2) it has filed an application for recognition of exe | e of the determination letter have been consistent with t | he requireme | ents for | | | | |
|------|--|---|----------------|----------|--|--|--|--|
| 1 | Are you submitting this application within 27 months of the el | nd of the month in which you were legally formed? | ™ Yes | No | | | | |
| | If "No," complete Schedule E. | · | ني | L | | | | |
| Pa | rt IX Annual Filing Requirements | | | | | | | |
| If y | ou fail to file a required information return or notice for thr | ee consecutive years, your exempt status will be au | tomatically | revoked. | | | | |
| 1 | Certain organizations are not required to file annual information Form 990-N, e-Postcard). If you are granted tax-exemption, a Form 990-EZ, or Form 990-N? | | Yes | ■No | | | | |
| | If "Yes," are you claiming you are excepted from filing becau | se you are: | | | | | | |
| | A church or association of churches | | | | | | | |
| | An integrated auxiliary (such as a men's or women's or | ganization, religious school, mission society, or religious | s group) | | | | | |
| | A church-affiliated organization (other than a section 50 funds or maintaining retirement programs and is descri | 09(a)(3) organization) that is exclusively engaged in mar bed in Revenue Procedure 96-10, 1996-1 C.B. 577 | naging | | | | | |
| | A school below college level affiliated with a church or operated by a religious order | | | | | | | |
| | | orting organization) sponsored by, or affiliated with, one the society's activities are conducted in, or directed at, | | | | | | |
| | An affiliate of a governmental unit that meets the require than a section 509(a)(3) supporting organization) | rements of Revenue Procedure 95-48, 1995-2 C.B. 418 | (other | | | | | |
| | Other (describe) | | | | | | | |
| | | · · | | | | | | |
| | | | | | | | | |
| | A.V. Clarectonic | | | · | | | | |
| Ρā | rt X Signature | | | - | | | | |
| | I declare under the penalties of perjury that I am authorize have examined this application, and to the best of my kno | | ration and the | at I | | | | |
| | Mark Bonini | PRESIDENT | | | | | | |
| | (Type name of signer) | (Type title or authority of signer) | | | | | | |
| | | 04/29/2022 | | | | | | |
| | | (Date) | | | | | | |

| Form 1023 (Rev 01-2020) | Name: COUNTY PROBATION CONSORTIUM PARTNERING FOR YOUTH REALIGNMENT |
|----------------------------|--|
| 31.11. 1020 (1101 01 2020) | • |

Expedited handling request (if applicable)

EIN: 88-0673741

Page 18

| Upload o | hecklist: |
|----------|--|
| | Organizing document (and any amendments) |
| | Bylaws, if adopted |
| | Form 2848, Power of Attorney and Declaration of Representative (if applicable) |
| | Form 8821, Tax Information Authorization (if applicable) |
| | Supplemental responses (if applicable) |
| | |

| • | Do you have regularly scheduled religious services? If "Yes," describe the nature of the services. | ○Yes | ○No |
|---|---|------|-----|
| | | | |
| | | | |
| | | | |
| a | What is the average attendance at your regularly scheduled religious services? | | |
| | Do you have an established place of worship? If "Yes," describe your established place of worship or where you meet to hold regularly scheduled religious services. | ○Yes | ○No |
| | | | |
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| For | m 1023 (Rev 01-2020) Name: COUNTY PROBATION CONSORTIUM PARTNERING FOR YOUTH REALIGNMENT EI | N: 88-0673741 | Page 20 |
|--------|---|---------------|----------------|
| | Schedule A. Churches (continued) | | |
| 9 | Do you have an established congregation or other regular membership group? If "No," continue to Line 10. | ○Yes | ○No |
| 9a | How many members do you have? | | |
| 9b | Do you have a process by which an individual becomes a member? If "Yes," describe the process. | Yes | ○No |
| | | | |
| 9c | Do your members have voting rights, rights to participate in religious functions, or other rights? If "Yes," describe the rights your members have. | e (Yes | ○No |
| | | | |
| 9d | May your members be associated with another denomination or church? | Yes | ○No |
| 9e | Are all of your members part of the same family? | ⊖Yes | ON₀ |
| 10 | Do you conduct baptisms, weddings, funerals, or other religious rites? | ⊖Yes | ○No |
| 11 | Do you have a school for the religious instruction of the young? | ⊖Yes | ○No |
| 12 | Do you have ministers or religious leaders? If "Yes," describe these roles and explain whether the ministers or religious leaders are ordained, commissioned, or licensed after a prescribed course of study. | Yes | ○No |
| | | • | |
| | | | |
| 13 | Do you have schools for the preparation of your ordained ministers or religious leaders? | Yes | ○No |
| 14 | Do you ordain, commission, or license ministers or religious leaders? If "Yes," describe the requirements for ordination, commission, or licensure. | Yes | ○No |
| | | | |
| | | | |
| 15 | Do you have other information you believe should be considered regarding your status as a church? If "Yes," expla | in. OYes | ○No |
| | | | : |
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| | <u> </u> | | |

| For | m 1023 (Rev 01-2020) Name: COUNTY PROBATION CONSORTIUM PARTNERING FOR YOUTH REALIGNMENT EIN: 88 | -0673741 | Page 21 |
|--------|--|----------|---------|
| | Schedule B. Schools, Colleges, and Universities | | |
| 1 | Do you normally have a regularly scheduled curriculum, a regular faculty of qualified teachers, a regularly enrolled student body, and facilities where your educational activities are regularly carried on? | ○Yes | ○No |
| 2 | Is the primary function of your school the presentation of formal instruction? If "No," continue to Line 3. | ○Yes | ○No |
| 2a | Select the best description(s) of your school: | | |
| | Elementary school | | |
| | Secondary school | | |
| | Charter school | | |
| | College or university | | • |
| | Technical school | | _ |
| | Other school (describe) | | |
| 3 | Are you a public school because you are operated by a state or subdivision of a state or operated wholly or predominantly from government funds or property? If "Yes," explain how you are operated by a state or subdivision of a state. Do not complete the remainder of Schedule B. | Yes | ○No |
| | | | |
| | | • | |
| | | | |
| 4 | Were you formed or substantially expanded at the time of public school desegregation in the school district or county in which you are located? | ○Yes | ○No |
| 5 | Has a state or federal administrative agency or judicial body ever determined that you are racially discriminatory? If "Yes," explain. | ○Yes | ○No |
| | | | |
| | · | | |
| 6 | Has your right to receive financial aid or assistance from a governmental agency ever been revoked or suspended? If "Yes," explain. | ○Yes | ○No |
| | | | |
| | | | |
| | Information Required by Revenue Procedure 75-50 as Modified by Revenue Procedure 2019-2 | 2 | |
| 7 | Have you adopted a racially nondiscriminatory policy as to students in your organizing document, bylaws, or by resolution of your governing body? | ○Yes | ○No |
| | State where the policy is located or if adopted by resolution of your governing body. | | |
| | | | |
| 8 | Do your brochures, application forms, advertisements, and catalogues dealing with student admissions, programs, and scholarships contain a statement of your racially nondiscriminatory policy? If "Yes," continue to Line 9. | ○Yes | ○No |
| 8a | By checking this box, you agree that all future printed materials, including website content, will contain the require nondiscriminatory policy statement. | d | |
| | | | |
| | | | |
| | | | |

| Racial Category | Number e | of Loans | Amount | of Loans | Number of S | cholarships | Amount of S | cholarships |
|---------------------------------------|--------------|-------------|--------------|--------------|--|---------------|--|-------------|
| | Current Year | Next Year | Current Year | Next Year | Current Year | Next Year | Current Year | Next Year |
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| Total | | | | | | | | |

Name: COUNTY PROBATION CONSORTIUM PARTNERING FOR YOUTH REALIGNMENT

Form 1023 (Rev 01-2020)

EIN: 88-0673741

| | Schedule C. Hospitals and Medical Research Organizations (continued) | | | | | | |
|----|--|-----|-----|--|--|--|--|
| 1 | Do or will you provide medical services to all individuals in your community who can pay for themselves or are able to pay through some form of insurance? If "No," explain. | Yes | ○No | | | | |
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| | | | | | | | |
| 5 | Do you or will you maintain a full-time emergency room? If "Yes," continue to Line 6. | Yes | ○No | | | | |
| 5a | Are you a specialty hospital or would emergency services be duplicative based on your region or locality? | Yes | ○No | | | | |
| 6 | Do you provide free or below cost services? If "Yes," describe your policy for determining when and to whom you provide these services and how these services promote the organization's benefit to the community. | Yes | ○No | | | | |
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| | | | | | | | |
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| | | | | | | | |
| 7 | Do you or will you carry on a formal program of medical training or medical research? If "Yes," describe such programs, including the type of programs offered, the scope of such programs, and affiliations with other hospitals or medical care providers with which you carry on the medical training or research programs. | Yes | ○No | | | | |
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| | | | | | | | |
| 3 | Do you or will you carry on a formal program of community education? If "Yes," describe such programs, including the type of programs offered, the scope of such programs, and affiliation with other hospitals or medical care providers with which you offer community education programs. | Yes | _No | | | | |
| | provides with which you once community cadobiton programs. | | | | | | |
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| | Schedule C. Hospitals and Medical Research Organizations (continued) | | Page |
|--|---|-------------|-----------------|
| eligible for assista | mit amounts charged for emergency or other medically necessary care provided to individuals ance under your FAP to not more than amounts generally billed to individuals who have insurance re, and (2) prohibit use of gross charges as required by section 501(r)(5)? If "No," explain. | ○Yes | ○No |
| | | | |
| | | | |
| | | | |
| ' | | , | |
| | | | |
| Do you make reas collection actions | sonable efforts to determine whether an individual is FAP-eligible before engaging in extraordinary as required by section 501(r)(6)? If "No," explain. | ○Yes | ○No |
| Do you make reasonlection actions | sonable efforts to determine whether an individual is FAP-eligible before engaging in extraordinary as required by section 501(r)(6)? If "No," explain. | ○Yes | ○N ₁ |
| Do you make reas collection actions | sonable efforts to determine whether an individual is FAP-eligible before engaging in extraordinary as required by section 501(r)(6)? If "No," explain. | <u></u> Yes | ON |
| Do you make reas | sonable efforts to determine whether an individual is FAP-eligible before engaging in extraordinary as required by section 501(r)(6)? If "No," explain. | Yes | ONG |
| Do you make reas | sonable efforts to determine whether an individual is FAP-eligible before engaging in extraordinary as required by section 501(r)(6)? If "No," explain. | Yes | ○N- |

| | Schedule D. Section 509(a)(3) Supporting Organizations | | |
|---|---|------------------------------|----------------------|
| 1 | List the names, addresses, and EINs of the organizations you support. | | |
| | | | |
| | | | |
| | | | |
| 2 | Are all your supported organizations public charities under section 509(a)(1) or (2)? If "Yes," continue to Line 3. | Yes | ○No |
| | Are your supported organizations tax exempt under section 501(c)(4), 501(c)(5), or 501(c)(6) and do your supported organizations meet the public support test under section 509(a)(2)? If "No," explain how each organization you support is a public charity under section 509(a)(1) or 509(a)(2). | Yes | ○No |
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| 2 | Militab of the following describes your relationship with your supported againstics (s)? | • | |
| 3 | Which of the following describes your relationship with your supported organization(s)? A majority of your governing board or officers are elected or appointed by your supported organization(s). (Type I | | |
| | organization) | supporting | |
| | Your control or management is vested in the same persons who control or manage your supported organization(s supporting organization) | s). (Type II | |
| | One or more of your officers, directors, or trustees are elected or appointed by the officers, directors, trustees, or supported organization(s), or one or more of your officers, directors, trustees, or other important office holders, are the governing body of your supported organization(s), or your officers, directors, or trustees maintain a close and relationship with the officers, directors, or trustees of your supported organization(s). (Type III supporting organization) | e also mem continuous | bers of |
| | | | |
| • | Describe how your governing board and officers are selected. If you are a Type III organization, also describe how you trustees maintain a close and continuous working relationship with the officers, directors, or trustees of your supported | r officers, d organizatio | rectors, or n(s). |
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| Fon | | J: 88-0673741 | Page 29 |
|-----|--|---------------|---------|
| _ | Schedule D. Section 509(a)(3) Supporting Organizations (continued) | · | |
| 5 | Do any persons who are disqualified persons (except individuals who are disqualified persons only because they are foundation managers) with respect to you or persons who have a family or business relationship with any disqualified persons appoint any of your foundation managers? If "Yes," (1) describe the process by which disqualified persons appoint any of your foundation managers, (2) provide the names of these disqualified persons and the foundation managers they appoint, and (3) explain how control is vested over your operations (including assets and activities) because they are foundation managers, appoint any of your foundation managers, (2) provide the names of these disqualified persons and the foundation managers they appoint, and (3) explain how control is vested over your operations (including assets and activities) because they are | d Cita | ○No |
| | | | |
| _ | | | |
| 6 | Do any persons who are disqualified persons (except individuals who are disqualified persons only because they are foundation managers) have any influence regarding your operations, including your assets or activities? If "Yes," (1) provide the names of these disqualified persons, (2) explain how influence is exerted over your operations (including assets and activities), and (3) explain how control is vested over your operations (including assets and activities) by individuals other than disqualified persons. | g Joseph | ○No |
| | | | |
| 7 | Does your organizing document specify your supported organization(s) by name? If "Yes" and you selected Type I above, continue to Line 8. If "Yes," and you selected Type II, do not complete the rest of Schedule D. If "No" and you selected Type III above, amend your organizing document to specify your supported organization(s) by name or you will not meet the organizational test and need to reconsider your requested public charity classification; then continue to Line 8. | Yes | ○No |
| 7a | Does your organizing document name a similar purpose or charitable class of beneficiaries as to your supported organization(s)? If "No," amend your organizing document to specify your supported organization(s) by name, purpose, or class or you will not meet the organizational test and need to reconsider your requested public charity classification. | ⊖Yes | ○No |
| _ | If you selected Type II above, do not complete the rest of Schedule D. | | |
| 8 | Do you or will you receive contributions from any person who alone, or combined with family members or an entity a least 35% controlled by that person, controls any of your supported organizations, or will you receive contributions from any family member of, or an entity at least 35% controlled by, any person who controls any of your supported organizations? If "Yes," explain. | at Yes | ○No |
| | | | |

If you selected Type I above, do not complete the rest of Schedule D.

| Forr | n 1023 (Rev 01-2020) Name: COUNTY PROBATION CONSORTIUM PARTNERING FOR YOUTH REALIGNMENT EIN: | 88-0673741 | Page 31 |
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| | Schedule D. Section 509(a)(3) Supporting Organizations (continued) | | |
| 13 | Do you distribute at least 85% of your annual net income or 3.5% of the aggregate fair market value of all of your non-exempt-use assets (whichever is greater) to your supported organization(s)? If "No," explain. | Yes | ○No |
| | | | |
| | | | |
| 13a | How much do you contribute annually to each supported organization? | | |
| | | | |
| | | | |
| 13b | What is the total annual revenue of each supported organization? | | |
| | | | |
| | | | |
| 13c | Do you or the supported organization(s) earmark your funds for support of a particular program or activity? If "Yes," explain. | ⊖Yes | ○No |
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| Caba | dada E | Effecti | us Date |
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| 1 | | you applying for reinstatement of exemption after being automatically revoked for failure to file required returns or Yes No es for three consecutive years? If "No," continue to Line 2. | | |
|--|------------------------|--|--|--|
| 1a Revenue Procedure 2014-11, 2014-1 C.B. 411, provides procedures for reinstating your tax-exempt status. Select the section of Rever Procedure 2014-11 under which you want us to consider your reinstatement request. | | | | |
| | 0 | Section 4. You are seeking retroactive reinstatement under section 4 of Revenue Procedure 2014-11. By selecting this line, you attest that you meet the specified requirements of section 4, that your failure to file was not intentional, and that you have put in place procedures to file required returns or notices in the future. Do not complete the rest of Schedule E. | | |
| | 0 | Section 5. You are seeking retroactive reinstatement under section 5 of Revenue Procedure 2014-11. By selecting this line, you attest that you meet the specified requirements of section 5, that you have filed required annual returns, that your failure to file was not intentional, and that you have put in place procedures to file required returns or notices in the future. | | |
| | | Describe how you exercised ordinary business care and prudence in determining and attempting to comply with your filing requirements in at least one of the three years of revocation and the steps you have taken or will take to avoid or mitigate future failures to file timely returns or notices. Do not complete the rest of Schedule E. | | |
| | 0 | Section 6. You are seeking retroactive reinstatement under section 6 of Revenue Procedure 2014-11. By selecting this line, you attest that you meet the specified requirements of section 6, that you have filed required annual returns, that your failure to file was not intentional, and that you have put in place procedures to file required returns or notices in the future. | | |
| | | Describe how you exercised ordinary business care and prudence in determining and attempting to comply with your filing requirements in each of the three years of revocation and the steps you have taken or will take to avoid or mitigate future failures to file timely returns or notices. Do not complete the rest of Schedule E. | | |
| | 0 | Section 7. You are seeking reinstatement under section 7 of Revenue Procedure 2014-11, effective the date you are filling this application. Do not complete the rest of Schedule E. | | |
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| 2 | Form | erally, if you did not file Form 1023 within 27 months of formation, the effective date of your exempt status will be the date you filed a 1023 (submission date). Requests for an earlier effective date may be granted when there is evidence to establish you acted conably and in good faith and the grant of relief will not prejudice the interests of the government. | | |
| | 0 | Check this box if you accept the submission date as the effective date of your exempt status. Do not complete the rest of Schedule E. | | |
| | 0 | Check this box if you are requesting an earlier effective date than the submission date. | | |
| 2a | | ain why you did not file Form 1023 within 27 months of formation, how you acted reasonably and in good faith, and how granting an er effective date will not prejudice the interests of the Government. | | |
| | advid which 27-n | may want to include the events that led to the failure to timely file Form 1023 and to the discovery of the failure, any reliance on the ce of a qualified tax professional and a description of the engagement and responsibilities of the professional as well as the extent to h you relied on the professional, a comparison of (1) what your aggregate tax liability would be if you had filed this application within the north period with (2) what your aggregate liability would be if you were exempt as of your formation date, or any other information you were will support your request for relief. | | |
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Schedule F. Low-Income Housing

| 1 | Describe each facility including the type of facility, whether you own or lease the facility, how many residents it can according to the current number of residents, and whether the residents purchase or rent housing from you. | ommodate, | the |
|---|---|-----------|-----|
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| | Describe who qualifies for your housing in terms of income levels or other criteria and explain how you select residents. | | , |
| _ | Describe who qualifies for your housing in terms of income levels of other chiefla and explain now you select residents. | - | |
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| 3 | Do you meet the safe harbor requirements outlined in Revenue Procedure 96-32, 1996-1 C.B. 717, which provides guidelines for providing low-income housing that will be treated as charitable, including for each project that (a) at | ○Yes | ○No |
| | least 75 percent of the units are occupied by residents that qualify as low-income and (b) either at least 20 percent of the units are occupied by residents that also meet the very low-income limit for the area or 40 percent of the units are occupied by residents that also do not exceed 120 percent of the area's very low-income limit, and less than 25 | | , |
| | percent of the units are provided at market rates to persons who have incomes in excess of the low-income limit? Is your housing affordable to low-income residents? If "Yes," describe how your housing is made affordable to low-income residents? | | |
| 4 | income residents. | Yes | ○No |
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| | | | |
| 5 | Do you impose any restrictions to make sure that your housing remains affordable to low-income residents? If "Yes," describe these restrictions. | Yes | |
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| Fo | rm 1023 (Rev 01-2020) Name: COUNTY PROBATION CONSORTIUM PARTNERING FOR YOUTH REALIGNMENT EI | N: 88 | -0673741 | Page 34 |
|--|---|-------|----------|---------|
| Schedule F. Low-Income Housing (continued) | | | | |
| 6 | In addition to rent or mortgage payments, do residents pay periodic fees or maintenance charges? If "Yes," describe what these charges cover and how they are determined. | e | Yes | ○No |
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| 7 | Do you provide social services to residents? If "Yes," describe these services. | | Yes | |
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| 8 | Do you participate in any government housing programs? If "Yes," describe these programs. | | Yes | ○No |
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| | Schedule G. Successors to Other Organizations |
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| 1 | List the name, last address, and EIN of your predecessor organization and describe its activities. |
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| 2 | List the owners, partners, principal stockholders, officers, and governing board members of your predecessor organization. Include their names, addresses, and share/interest in the predecessor organization (if for-profit). |
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| | |
| 3 | Are you a successor to a for-profit organization? If "Yes," explain your relationship with the predecessor organization that resulted in your creation and explain why you took over the activities or assets of a for-profit organization or converted from for-profit to nonprofit status; continue to Line 4. |
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| 3a | Explain your relationship with the other organization that resulted in your creation and why you took over the activities or assets of another organization. |
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| | Schedule G. Successors to Other Organizations (continued) | | |
|---|---|-------|-----|
| 4 | Do or will you maintain a working relationship with any of the persons listed in question 2 or with any for-profit organization in which these persons own more than a 35% interest? If "Yes," describe the relationship. | _ Yes | ○No |
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| 5 | Were any assets transferred, whether by gift or sale, from the predecessor organization to you? If "Yes," provide a list of assets, indicate the value of each asset, explain how the value was determined, and attach an appraisal, if available. For each asset listed, also explain if the transfer was by gift, sale, or combination thereof and describe any restrictions that were placed on the use or sale of the assets. | Yes | ○No |
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| 5 | Were any debts or liabilities transferred from the predecessor for-profit organization to you? If "Yes," provide a list of the debts or liabilities that were transferred to you, indicating the amount of each, how the amount was determined, and the name of the person to whom the debt or liability is owed. | ⊖Yes | ○No |
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| 7 | Will you lease or rent any property or equipment to or from the predecessor organization or any persons listed in Line 2 or a for-profit organization in which these persons own more than a 35% interest? If "Yes," describe the arrangement(s) including how the lease or rental value was determined. | ⋰Yes | ○No |
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Schedule H. Organizations Providing Scholarships, Fellowships, Educational Loans, or Other Educational Grants to Individuals and Private Foundations Requesting Advance Approval of Individual Grant Procedures

| ç | ection I | Public charities and private foundations complete lines 4 through 9 of this continu | | | | |
|---|--|--|--------|-----|--|--|
| | | Public charities and private foundations complete lines 1 through 8 of this section. | | | | |
| 1 | Describe the types of educational grants you provide to individuals, such as scholarships, fellowships, loans, etc., including the purpose, number and amount(s) of grants, how the program is publicized, and if you award educational loans, the terms of the loans. | | | | | |
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| 2 | educationa | uintain case histories showing recipients of your scholarships, fellowships, educational loans, or other all grants, including names, addresses, purposes of awards, amount of each grant, manner of selection, and p (if any) to officers, trustees, or donors of funds to you? If "No," explain. | Yes | ○No | | |
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| 3 | | he specific criteria you use to determine who is eligible for your program (for example, eligibility selection criter I high school students from a particular high school who will attend college, writers of scholarly works about An | | | | |
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| 4 | | he specific criteria you use to select recipients (for example, specific selection criteria could consist of prior acace, financial need, etc.). | ademic | | | |
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Schedule H. Organizations Providing Scholarships, Fellowships, Educational Loans, or Other Educational Grants to Individuals and Private Foundations Requesting Advance Approval of Individual Grant Procedures (continued)

| 5 | Describe any requirement or condition you impose on recipients to obtain, maintain, or qualify for renewal of a grant (for example, specific requirements or conditions could consist of attendance at a four-year college, maintaining a certain grade point average, teaching in public school after graduation from college, etc.). | | | | | |
|-----|---|--|--|--|--|--|
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| 6 | Describe your procedures for supervising the scholarships, fellowships, educational loans, or other educational grants. Explain whether you obtain reports and grade transcripts from recipients, or you pay grants directly to a school under an arrangement whereby the school will apply the grant funds only for enrolled students who are in good standing. Also, describe your procedures for taking action if the terms of the award are violated. | | | | | |
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| 7 | How do you determine who is on the selection committee for the awards made under your program? | | | | | |
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| B ' | Are relatives of members of the selection committee, or of your officers, directors, or substantial contributors eligible for awards made under your program? If "Yes," what measures do you take to ensure unbiased selections? | | | | | |
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| | | | | | | |
| | Do not complete the rest of Schedule H. If you are a private foundation, you will be directed to complete Section II of | | | | | |

Do not complete the rest of Schedule H. If you are a private foundation, you will be directed to complete Section II of Schedule H later in the application.

Schedule H. Organizations Providing Scholarships, Fellowships, Educational Loans, or Other Educational Grants to Individuals and Private Foundations Requesting Advance Approval of Individual Grant Procedures (continued)

| S | ection II | Private foundations complete lines 1 through 7 of this section. Public charities do not complete this | section, | |
|----|--|---|------------|----------|
| 1 | As a privat | e foundation, do you want this application to be considered as a request for advance approval of grant occdures? | Yes | ○No |
| | If "No," do | not complete the rest of Schedule H. | , | |
| 1a | Check the | box(es) indicating under which section(s) you want your grant making procedures to be considered. | | |
| | 4945 | (g)(1) - Scholarship or fellowship grant to an individual for study at an educational institution | | |
| | | (g)(3) - Other grants, including loans, to an individual for travel, study, or other similar purposes, to enhance a rantee or to produce a specific product | particular | skill of |
| 2 | purpose for take all rea used for th | present that you will (1) arrange to receive and review grantee reports annually and upon completion of the property with the grant was awarded, (2) investigate diversions of funds from their intended purposes, and (3) asonable and appropriate steps to recover diverted funds, ensure other grant funds held by a grantee are leir intended purposes, and withhold further payments to grantees until you obtain grantees' assurances diversions will not occur and that grantees will take extraordinary precautions to prevent future diversions tring? | Yes | ○No |
| 3 | evaluate g | present that you will maintain all records relating to individual grants, including information obtained to rantees, identify whether a grantee is a disqualified person, establish the amount and purpose of each establish that you undertook the supervision and investigation of grants described in Line 2? | Yes | ○No |
| 4 | on the stat | will you award scholarships, fellowships, and educational loans to attend an educational institution based us of an individual being an employee of a particular employer? not complete the rest of Schedule H. | Yes | ○No |
| 5 | | omply with the seven conditions and either the percentage tests or facts and circumstances test for | | |
| • | scholarshi Procedure | ps, fellowships, and educational loans to attend an educational institution as set forth in Revenue s 76-47, 1976-2 C.B. 670, and 80-39, 1980-2 C.B. 772, which apply to inducement, selection committee, equirements, objective basis of selection, employment, course of study, and other objectives? | Yes | ○No |
| 6 | | will you provide scholarships, fellowships, or educational loans to attend an educational institution to s of a particular employer? If "No," continue to Line 7. | Yes | ○No |
| 6a | | ward grants to 10% or fewer of the eligible applicants who were actually considered by the selection in selecting recipients of grants in that year as provided by Revenue Procedures 76-47 and 80-39? | Yes | ○No |
| 7 | | ovide scholarships, fellowships, or educational loans to attend an educational institution to children of s of a particular employer? | Yes | ○No |
| | If "No," do | not complete the rest of Schedule H. | | |
| 7a | | ward grants to 25% or fewer of the eligible applicants who were actually considered by the selection in selecting recipients of grants in that year as provided by Revenue Procedures 76-47 and 80-39? | Yes | ○No |
| | If "Yes." d | o not complete the rest of Schedule H. | | |

Schedule H. Organizations Providing Scholarships, Fellowships, Educational Loans, or Other Educational Grants to Individuals and Private Foundations Requesting Advance Approval of Individual Grant Procedures (continued)

| | Frivate Foundations Requesting Advance Approval of Individual Grant Procedures (Continue | u) | |
|----|--|------|-----|
| 7b | Will you award grants to 10% or fewer of the number of employees' children who can be shown to be eligible for grants (whether or not they submitted an application) in that year, as provided by Revenue Procedures 76-47 and 80-39? If "Yes," describe how you will determine who can be shown to be eligible for grants without submitting an application, such as by obtaining written statements or other information about the expectations of employees' children to attend an educational institution; do not complete the rest of Schedule H. | Yes | ○No |
| | | | |
| | | | |
| 7c | Will you award grants based on facts and circumstances that demonstrate that the grants will not be considered compensation for past, present, or future services or otherwise provide a significant benefit to the particular employer? If "Yes," describe the facts and circumstances you believe will demonstrate that the grants are neither | ○Yes | ○No |
| | compensatory nor a significant benefit to the particular employer. In your explanation, describe why you cannot satisfy either the 25% test or the 10% test in questions 7a and 7b. | | |
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Exhibit A1

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| Secretary of State | ジェストです マ・シャロのでえ, てス・ト |

ARTS-PB-501(c)(3) (REV 12/2020)

|) }_ | | | | | | | | |
|---|---|-----------|--------------------------------|--|---------------------------|-----------------------------------|----------|--------|
| ようかっている | Secretary of State Articles of Incorporation of a Nonprofit Public Benefit Corpo | 50 | TS-PB- 1(c)(3) n | | Secreta State o | ary of | State | |
| | IMPORTANT — Read Instructions before completing this form. Filing Fee — \$30.00 Copy Fees — First page \$1.00; each attachment page \$0.50; Certification Fee - \$5.00 | | | 4828688 Filing Number 12/30/2021 Filing Date | | | ļ | |
| ertify that the foll | ote: A separate California Franchise Tax Board application is required to otain tax exempt status. For more Information, go to fib.ca.gov. Corporate Name (Go to www sos.ca.gov/business/be/name-reservations for general corporate name requirements and restrictions.) This Space For Office Use Only the name of the corporation is County Probation Consortium Partnering for Youth Realignment | | | | | | | |
| I hereby certify that the following transcript of | 2. Business Addresses (Enter the complete business addresses, item 2e cannot be a a. Initial Street Address of Corporation - Do not enter a P.O. Box 1415 L Street, Suite 780 5. Initial Mailing Address of Corporation, If different than item 2e City (no abbrevia) | | lions) | or *in care of an | individual State CA State | or entity.) Zip Cod 95814 Zip Cod | <u> </u> | |
| 2 | 3. Service of Process (Must provide either Individual OR Corporation) INDIVIDUAL – Complete Items 3a and 3b only. Must include age a. California Agent's First Name (if agent is not a corporation) Karen | | ame and Califon Middle Name | nia street | address. Lasi Name Pank | | | Suffix |
| page(s) is a full, true, and corre | b. Street Address (if agent is not a corporation) - Do not enter a P.O. Box 1415 L. Street, Suite 780 Sacramento Sacramento CA 95814 CORPORATION - Complete Item 3c. Only include the name of the registered agent Corporation. c. California Registered Corporate Agent's Name (if agent is a corporation) - Do not complete Item 3a or 3b | | | | | | | |
| and correct | Item 4a: One or both boxes must be checked. 4. Purpose Statement Item 4b: If "public" purposes is checked in Item 4a, or if you intend to apply for tax-exempt status in California, you must enter the specific purpose in Item 4b.) a. This corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for: public purposes. b. The specific purpose of this corporation is to [see attached] | | | | | | | |
| 1/07/2021 | 5. Additional Statements (See Instructions and Filing Tips.) a. This corporation is organized and operated exclusively for the purposes set forth in Article 4 hereof within the meaning of Internal Revenue Code section 501(c)(3). b. No substantial part of the activities of this corporation shall consist of carrying on propaganda, or otherwise attempting to influence tegislation, and this corporation shall not participate or intervene in any political campaign (including the publishing or distribution of statements) on behalf of any candidate for public office. c. The property of this corporation is irrevocably dedicated to the purposes in Article 4 hereof and no part of the net income or assets of this corporation shall ever inure to the benefit of any director, officer or member thereof or to the benefit of any private person. d. Upon the dissolution or winding up of this corporation, its assets remaining after payment, or provision for payment, of all debts and liabilities of this corporation shall be distributed to a nonprofit fund, foundation or corporation which is organized and operated exclusively for charitable, educational and/or religious purposes and which has established its tax-exempt status under Internal Revenue Code section 501(c)(3). | | | | | | | |
| -/: \$1 | 6. Read and Sign Below (This form must be signed by each | h incorpo | rator. See Ins | tructions | . Do not include | a title.) | - | |

2020 California Secretary of State bizfile.sos.ca.gov

Karen A. Pank Type or Print Name

<u>County Probation Consortium Partnering for Youth Realignment – Page 2 – Continuation of Article 4(b)</u>

The specific and primary purpose of this corporation is to lessen the burdens of government by providing statewide collaboration among California's counties to ensure that juvenile probation departments across the state can provide necessary services for California's youth.

Exhibit A2

BYLAWS

of

COUNTY PROBATION CONSORTIUM PARTNERING FOR YOUTH REALIGNMENT

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| Section 8. Executive Director. | 3 |
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ARTICLE I. NAME AND OFFICE

Section 1. Name

The name of this Corporation ("Corporation") is County Probation Consortium Partnering for Youth Realignment, a California Nonprofit Public Benefit Corporation.

Section 2. Principal Office.

The principal office of this Corporation shall be located at 1415 L Street, Suite 780 in the county of Sacramento, California.

ARTICLE II. MEMBERSHIP

This corporation shall have no voting members.

ARTICLE III. BOARD OF DIRECTORS

Section 1. Powers

This Corporation shall have powers to the full extent allowed by law. All powers and activities of this corporation shall be exercised and managed by the Board of Directors of this Corporation directly or, if delegated, under the ultimate direction of the Board.

Section 2. Number of Directors.

The members of the Board of Directors shall be as follows:

- (a) The Chief Probation Officer responsible for juvenile probation of each County in California that has paid its annual fees to the Corporation, shall be a Director. A person shall cease being a director, without any further action of the Board, upon the occurrence of the earlier of the following: (1) He or she no longer serves as a Chief Probation Officer; (2) The County for whom the Chief Probation Officer serves fails to pay its annual fees by the end of the first quarter of the fiscal year; or (3) He or she resigns.
- (b) The Executive Directors, or persons serving in a comparable position, of the following organizations shall also be ex officio Directors:
 - (1) The Chief Probations Officers of California.
 - (2) The California State Association of Counties.
 - (3) The California Association of County Executives.

Section 3. Limitations on Interested Persons.

At all times, not more than 49% of the directors of this corporation may be interested persons. An interested person means either:

(a) Any person currently being compensated by this corporation for services rendered to it within the previous twelve months, whether as a full-time or part-time employee, independent contractor, or otherwise, excluding any reasonable compensation paid to a director in his or her capacity as director; or Any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law of any such person.

Section 4. Resignation.

Resignations shall be effective upon receipt in writing by the President of the Board the Secretary, or the Board of Directors of this Corporation, unless a later effective date is specified in the resignation.

Section 5. Standard of Care.

(a) General. A director shall perform the duties of a director, including duties as a member of any Board Committee on which the director may serve, in good faith, in a manner such director believes to be in the best interest of this corporation and with such care, including reasonable inquiry, as an ordinarily prudent person in a like situation would use under similar circumstances.

In performing the duties of a director, a director shall be entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, in each case prepared or presented by:

- (1) one or more officers or employees of this corporation whom the director believes to be reliable and competent as to the matters presented;
- (2) counsel, independent accountants, or other persons as to matters which the director believes to be within such person's professional or expert competence; or
- (3) a committee upon which the director does not serve that is composed exclusively of any combination of directors or persons described in (1) or (2), as to matters within the committee's designated authority, provided that the director believes such committee merits confidence; so long as in any such case, the director acts in good faith after reasonable inquiry when the need therefor is indicated by the circumstances and without knowledge that would cause such reliance to be unwarranted.

Except as provided in VII. below, a person who performs the duties of a director in accordancewith this Section shall have no liability based upon any failure or alleged failure to discharge that person's obligations as a director, including, without limiting the generality of the foregoing, any actions or omissions which exceed or defeat a public or charitable purpose to which a corporation, or assets held by it, are dedicated.

(b) <u>Investments</u>. Except with respect to assets held for use or used directly in carrying out this corporation's public or charitable activities, in managing and investing this corporation'

investments, the Board shall adhere to the standards set forth in Paragraph (a), above, and shall:
(a) consider the charitable purposes of this corporation; (b) act in good faith and with the care an ordinarily prudent person in a like position would exercise under similar circumstances; and (c) consider:

- (1) General economic conditions;
- (2) The possible effect of inflation or deflation;
- (3) The expected tax consequences, if any, of investment decisions or strategies;
- (4) The role that each investment or course of action plays within the overall portfolio;
- (5) The expected total return from income and appreciation of investments;
- (6) This corporation's other resources;
- (7) The needs of this corporation to make distributions and to preserve capital;
- (8) An asset's special relationship or special value, if any, to the charitable purposes of this corporation.

Board decisions about an individual investment shall be made not in isolation but rather in the context of this corporation's portfolio of investments as a whole and as a part of an overall investment strategy having risk and return objectives reasonably suited to this corporation.

Notwithstanding the above, no investment violates this Section where it conforms to: (a) the intent of the donor as expressed in a gift instrument; or (b) provisions authorizing such investment contained in an instrument or agreement pursuant to which the assets were contributed to this corporation.

Section 6. Inspection of Records.

Every director shall have the absolute right at any reasonable time to inspect and copy all books, records, and documents, and to inspect the physical properties of this corporation.

Section 7. Director Compensation.

No director shall receive compensation for services as a director or officer.

Section 8. Executive Director.

The Board of Directors may employ an Executive Director who shall serve as the Chief Executive Officer of the Corporation with such powers and duties as shall be assigned by the Board from time to time. The Executive Director shall serve at the pleasure of the Board.

Section 9. Executive Compensation Review.

The Board of Directors shall review any compensation packages (including all benefits) of the Chief Executive Officer and the Treasurer or Chief Financial Officer, regardless of job title, if compensated, and shall approve such compensation only after determining that the compensation is just and reasonable. This review and approval shall occur when such officer is hired, when the term of employment of such officer is renewed or extended, and when the compensation of such officer is modified, unless the modification applies to substantially all of the employees of this corporation.

ARTICLE IV. MEETINGS OF DIRECTORS

Section 1. Regular Meetings.

The Board of Directors shall meet at least quarterly at a location determined by the Executive Committee.

Section 2. Annual Meetings.

The Board of Directors shall hold an Annual Meeting on the first Wednesday of December or as called by the President of the Board, the Secretary, or any two directors, and noticed in accordance with Section 4.

Section 3. Special Meetings.

Special meetings of the Board of Directors may be called by the President of the Board, the Secretary or any two directors, and noticed in accordance with Section 4.

Section 4. Notice.

Notice of any special meetings of the Board of Directors shall state the date, place, and time of the meeting and shall be given to each director at least four days before any such meeting if given by first-class mail or forty-eight hours before any such meeting if given personally or by telephone, including a voice messaging system, or by other electronic transmission such as email, in compliance with Article IX, Section 1 of these Bylaws.

Section 5. Waiver of Notice.

The transactions of any meeting of the Board of Directors, however called and noticed and wherever held, shall be valid as though taken at a meeting duly held after proper call and notice, if a quorum is present, and if, either before or after the meeting, each of the directors not present provides a waiver of notice, a consent to holding the meeting, or an approval of the minutes in writing. The waiver of notice or consent need not specify the purpose of the meeting. All waivers, consents and approvals shall be filed with the corporate records or made a part of the minutes of the meeting. Notice of a meeting shall also be deemed given to any director who attends the meeting without protesting the lack of adequate notice before the meeting or at its commencement.

Section 6. Quorum and Action.

A majority of the total number of directors then in office shall constitute a quorum. The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors. A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for such meeting.

Section 7. Action Without a Meeting.

Any action required or permitted to be taken by the Board may be taken without a meeting if all members of the Board shall individually or collectively consent to such action inwriting. Such written consents shall be filed with the minutes of the proceedings of the Board, and shall have the same force and effect as the unanimous vote of such directors.

Section 8. Telephone and Electronic Meetings.

Directors may participate in a meeting through use of conference telephone, electronic video screen communication, or other means of remote communication so long as all of the following apply:

- (a) Each director participating in the meeting can communicate with all of the other directors concurrently, and
- (b) Each director is provided with the means of participating in all matters before the Board, including the capacity to propose, or to interpose an objection to, a specific action to be taken by this corporation.

Section 9. Minutes.

The Corporation shall keep regular minutes of its proceedings and cause them to be filed with the corporate records.

ARTICLE V. COMMITTEES

Section 1. Executive Committee.

- (a) Membership. The President, Vice-President, Secretary, Treasurer, and the chairs of Board Committees shall constitute an Executive Committee. A majority of the seated members of the Executive Committee shall constitute a quorum. The members of the Board of Directors from the Chief Probation Officers of California, the California State Association of Counties, and the California Association of County Executives, as described in Article III., Section 2(b), shall serve as non-voting members of the Executive Committee.
- (b) <u>Powers.</u> The Board of Directors may delegate to the Executive Committee such of the powers and authority of the Board in the management of the business and affairs of the Corporation, except with respect to:

- (1) The approval of any action which, under law or the provisions of these Bylaws, requires the approval of the majority of the Board of Directors. The filling of vacancies on the Board or on any committee which has the authority of the Board.
 - (2) The appointment of committees of the Board or the members thereof.
- (4) The amendment or repeal or any resolution of the Board which by its express terms is not so amendable or repealable.
 - (5) The amendment or repeal of Bylaws or the adoption of new Bylaws.

By a majority vote of its members then in office, the Board may at any time revoke or modify any or all of the powers or authority so delegated to the Executive Committee, increase or decrease the membership of the Executive Committee by not more than two Directors, and fill vacancies on the Executive Committee from the Directors.

- (c) <u>Regular Meetings</u>. The Executive Committee shall establish a regular time and place for meetings and shall meet no fewer than two times annually.
- (d) Minutes. The Executive Committee shall keep regular minutes of its proceedings, cause them to be filed with the corporate records, and report the same to the Board of Directors from time to time as the Board may require.

Section 2. Board Committees.

The Board of Directors may, by resolution adopted by a majority of the directors then in office, create any number of Board Committees, each consisting only of directors, to serve at the pleasure of the Board. Appointments to any Board Committee shall be by a majority vote of the directors then in office. Board Committees shall make recommendations to the Board and implement Board or Executive Committee decisions and policies under the supervision and control of the Board.

Section 3. Advisory Committees.

The Board of Directors may establish one or more Advisory Committees to the Board. The members of any Advisory Committee may consist of non-directors or a mix of directors and non-directors and may be appointed as the Board determines. Advisory Committees shall be restricted to making recommendations to the Board or Board Committees, and implementing Board or Board Committee decisions and policies under the supervision and control of the Board or Board Committee.

Section 4. Committee Supervision and Reliance.

The Executive Committee may act with the authority of the Board to the extent and with the scope provided by the Board. Otherwise, the Board of Directors shall remain responsible for oversight and supervision of Board and Advisory Committees. If a committee meets the criteria of Article III, Section 5 (a), the individual directors may rely on it in discharging their fiduciary duties as provided in that Section.

Section 5. Audit Committee (Only When Applicable).

For any tax year in which this corporation has gross revenues of \$2 million or more, this corporation shall have an Audit Committee whose members shall be appointed by the Board of Directors, and who may include both directors and non-directors, subject to the following limitations: (a) members of the finance committee, if any, shall constitute less than one-half of the membership of the Audit Committee; (b) the chair of the Audit Committee may not be a member of the Finance Committee, if any; (c) the Audit Committee may not include any member of the staff, including the President or chief executive officer and Treasurer or chief financial officer; (d) the Audit Committee may not include any person who has a material financial interest in any entity doing business with this corporation; and (e) Audit Committee members who are not directors may not receive compensation greater than the compensation paid to directors for their Board service.

The Audit Committee shall: (a) recommend to the full Board of Directors for approval the retention and, when appropriate, the termination of an independent certified public accountant to serve as auditor, (b) subject to the supervision of the full Board, negotiate the compensation of the auditor on behalf of the Board, (c) confer with the auditor to satisfy the Audit Committee members that the financial affairs of this corporation are in order, (d) review and determine whether to accept the audit, and (e) approve performance of any non-audit services provided to this corporation by the auditor's firm.

Section 6. Committee Meetings.

(a.) Board Committees. Meetings and actions of Board Committees shall be governed by and held and taken in accordance with the provisions of 0 of these Bylaws concerning meetings and actions of the Board of Directors, with such changes in the content of those Bylaws as are necessary to substitute the Board Committee and its members for the Board of Directors and its members. Minutes shall be kept of each meeting of any Board Committee and shall be filed with the corporate records.

(b.) Advisory Committees. Subject to the authority of the Board of Directors, Advisory Committees may determine their own meeting rules and whether minutes shall be kept.

The Board of Directors may adopt rules for the governance of any Board or Advisory Committee not inconsistent with the provisions of these Bylaws.

ARTICLE VI. OFFICERS

Section 1. Officers.

The officers of this corporation shall be a President, a Vice-President, a Secretary, and a Treasurer. This corporation may also have at the discretion of the Board of Directors such other officers as may be appointed by the Board of Directors, including but not limited to, the Executive Director.

Section 2. Election.

Except for the initial officers appointed by the incorporator, the Board of Directors shall elect the officers of this corporation at the Annual Meeting by the Board of Directors, and each shall serve at the pleasure of the Board.

Section 3. Removal.

Any officer may be removed, with or without cause, by the Board of Directors or by an officer on whom such power of removal may be conferred by the Board of Directors.

Section 4. Resignation.

Any officer may resign at any time by giving written notice to this corporation. Any resignation shall take effect on receipt of that notice by any other officer than the person resigning or at any later time specified by that notice and, unless otherwise specified in that notice, the acceptance of the resignation shall not be necessary to make it effective.

Section 5. Vacancies.

A vacancy in any office for any reason shall be filled in the same manner as these Bylaws provide for election to that office.

Section 6. President of the Board.

The President of the Board shall preside at all meetings of the Board of Directors, and shall have such other powers and duties as may be prescribed by the Board or these Bylaws.

Section 7. Vice-President.

The Vice-President, in the absence of the President, shall carry out the duties of the President and shallhave such other powers and duties as may be prescribed by the Board or these Bylaws.

Section 8. Secretary.

The Secretary shall supervise the keeping of a full and complete record of the proceedings of the Board of Directors and its committees, shall supervise the giving of such notices as may be proper or necessary, shall supervise the keeping of the minute books of this corporation, and shall have such other powers and duties as may be prescribed by the Board or these Bylaws.

Section 9. Treasurer.

The Treasurer shall be the chief financial officer of this corporation and shall supervise the charge and custody of all funds of this corporation, the deposit of such funds in the manner prescribed by the Board of Directors, and the keeping and maintaining of adequate and correct accounts of this corporation's properties and business transactions, shall render reports and accountings as required, and shall have such other powers and duties as may be prescribed by the Board or these Bylaws.

Section 10. Executive Director.

The Executive Director, or the President, if there is no Executive Director, shall be the chiefexecutive officer of this corporation and shall, subject to control of the Board, generally supervise, direct and control the business and other officers of this corporation. The Executive Director shall have the general powers and duties of management usually vested in the office of president of this corporation and shall have such other powers and duties as may be prescribed by the Board or these Bylaws.

ARTICLE VII. PROHIBITED TRANSACTIONS

Section 1. Loans.

Except as permitted by Section 5236 of the California Nonprofit Public Benefit Corporation Law, this corporation shall not make any loan of money or property to, or guarantee the obligation of, any director or officer.; provided, however, that this corporation may advance money to a director or officer of this corporation or any subsidiary for expenses reasonably anticipated to be incurred in performance of the duties of such director or officer so long as such individual would be entitled to be reimbursed for such expenses absent that advance.

Section 2. Self-Dealing Transactions.

The Board of Directors shall not approve, or permit this corporation to engage in, any self-dealing transaction. A self-dealing transaction is a transaction to which this corporation is a party and in which one or more of its directors has a material financial interest.

ARTICLE VIII. INSURANCE AND INDEMNITY

Section 1. Insurance.

The Board of Directors may adopt a resolution authorizing the purchase and maintenance of insurance on behalf of any agent of the Corporation against any liability asserted against or incurred by the agent in such capacity or arising out of the agent's status as such, and such insurance may provide for coverage against liabilities beyond this corporation's power to indemnify the agent under law. For purposes of this Article, "agent" shall have the same meaning as in Section 5238(a), including directors, officers, employees, other agents, and persons formerly occupying such positions; "proceeding" shall have the same meaning as in Section 5238(a), including any threatened action or investigation under Section 5233 or brought by the Attorney General; and "expenses" shall have the same meaning as in Section 5238(a), including reasonable attorneys' fees.

Section 2. Right of Indemnity.

To the fullest extent allowed by Section 5238 of the California Nonprofit Public Benefit Corporation Law, this corporation shall indemnify its agents, in connection with any proceeding, and in accordance with Section 5238.

Section 3. Approval of Indemnity.

On written request to the Board of Directors in each specific case by any agent seeking indemnification, to the extent that the agent has been successful on the merits, the Board shall promptly authorize indemnification in accordance with Section 5238(d). Otherwise, the Board shall promptly determine, by a majority vote of a quorum consisting of directors who are not parties to the proceeding, whether, in the specific case, the agent has met the applicable standard of conduct stated in Section 5238(b) or Section 5238(c), and, if so, shall authorize indemnification to the extent permitted thereby.

Section 4. Advancing Expenses.

The Board of Directors may authorize the advance of expenses incurred by or on behalf of an agent of this corporation in defending any proceeding prior to final disposition, if the Board finds that:

- (a) The requested advances are reasonable in amount under the circumstances; and
- (b) Before any advance is made, the agent will submit a written undertaking satisfactory to the Board to repay the advance unless it is ultimately determined that the agent is entitled to indemnification for the expenses under this Article.

The Board shall determine whether the undertaking must be secured, and whether interest shall accrue on the obligation created thereby.

ARTICLE IX. AMENDMENT OF BYLAWS

Proposed amendments to these Bylaws shall be submitted in writing to the directors at least one week in advance of any Board meeting at which they will be considered for adoption. The vote of a majority of the Board of Directors is required to adopt a bylaw amendment.

ARTICLE X. FINANCIAL PROVISIONS

Section 1. Fiscal Year.

The fiscal year of this corporation begin on July 1 and end on June 30 of each year the corporation is in existence.

Section 2. Budget.

The Corporation shall adopt a budget for each fiscal year. The Budget shall be prepared in advance of the fiscal year and provided to the members of the Board in advance of the meeting at which the Board will adopt the budget.

Section 3. Annual Financial Report to Directors.

The Chief Executive Officer shall furnish an annual written report to all directors of this corporation containing the following information about this corporation's previous fiscal year:

- (a) The assets and liabilities, including the trust funds of this corporation, as of the end of the fiscal year;
- (b) The principal changes in assets and liabilities, including trust funds, during the fiscal year;
- (c) The revenue or receipts of this corporation, both unrestricted and restricted to particular purposes, for the fiscal year; and
- (d) The expenses or disbursements of this corporation, for both general and restricted purposes, for the fiscal year.

The foregoing report shall be accompanied by any report thereon of independent accountants or, if there is no such report, the certificate of an authorized officer of this corporation that such statements were prepared without an audit from the books and records of this corporation. The report and any accompanying material may be sent by electronic transmission in compliance with Article IX, Section 5 of these Bylaws.

Financial Audits (When Required.) This corporation shall obtain a financial audit for any tax year in which it receives or accrues gross revenue of \$2 million or more, excluding grant or contract income from any governmental entity for which the governmental entity requires an accounting. Whether or not they are required by law, any audited financial statements obtained by this corporation shall be made available for inspection by the Attorney General and the generalpublic within nine months after the close of the fiscal year to which the statements relate, and shallremain available for three years (1) by making them available at this corporation's principal, regional, and district offices during regular business hours and (2) either by mailing a copy to any person who so requests in person or in writing or by posting them on this corporation's website.

Section 4. Contracts, Notes, and Checks.

All contracts entered into on behalf of this corporation must be authorized by the Boardof Directors or as otherwise specified in a Financial Policy adopted by the Board.

Section 5. Checks and Notes.

Except as otherwise provided by law, every check, draft, promissory note, money order, or other evidence of indebtedness of this corporation must be expressly authorized by the President, Vice-President or Treasurer or as otherwise specified in a Financial Policy Adopted by the Board.

ARTICLE XI MISCELLANEOUS

Section 1. Electronic Transmissions.

Unless otherwise provided in these Bylaws, and subject to any guidelines and proceduresthat the Board of Directors may adopt from time to time, the terms "written" and "in writing" asused in these Bylaws include any form of recorded message in the English language capable of comprehension by ordinary visual means, and may include electronic transmissions, such as facsimile or email, provided (a) for electronic transmissions from this corporation, this corporation has obtained an unrevoked written consent from the recipient to the use of such means of communication; (b) for electronic transmissions to this corporation, this corporation has in effect reasonable measures to verify that the sender is the individual purporting to have sent such transmission; and (c) the transmission creates a record that can be retained, retrieved, reviewed, and rendered into clearly legible tangible form.

Section 2. Governing Law.

In all matters not specified in these Bylaws, or in the event these Bylaws shall not complywith applicable law, the California Nonprofit Public Benefit Corporation Law as then in effect shall apply.

CERTIFICATE OF SECRETARY

I, TR Merickel certify that I am presently the duly elected and acting Secretary the County Probation Consortium Partnering for Youth Realignment, a California Nonprofit Public Benefit Corporation, and that the above amended Bylaws, consisting of 12 pages, are the Bylaws of this Corporation as adopted by the Board of Directors on March 25, 2022

| DATED 4/13/22 | TR Marickel |
|---------------|-------------|
| | Secretary |

Exhibit A3

(Rev. January 2021)

Power of Attorney and Declaration of Representative

OMB No. 1545-0150 For IRS Use Only

| Received by: | |
|--------------|--|

Department of the Treasury ▶ Go to www.irs.gov/Form2848 for instructions and the latest information. Internal Revenue Service Name Part I **Power of Attorney** Telephone Caution: A separate Form 2848 must be completed for each taxpayer. Form 2848 will not be honored Function for any purpose other than representation before the IRS. Taxpayer information. Taxpayer must sign and date this form on page 2, line 7. Taxpaver identification number(s) Taxpaver name and address County Probation Consortium for Youth Realignment 88-0673741 1415 L Street, Suite 780, Sacramento, CA 95814 Daytime telephone number Plan number (if applicable) (916) 447-2762 hereby appoints the following representative(s) as attorney(s)-in-fact: Representative(s) must sign and date this form on page 2, Part II. Name and address CAF No. Amy Ackerman PTIN
Telephone No. (415) 297-4317 350 Sansome St #300, San Francisco, CA 94104 Fax No. Check if new: Address Telephone No. Check if to be sent copies of notices and communications П Name and address CAF No. Michael Cohen 350 Sansome St #300, San Francisco, CA 94104 Telephone No. (415) 848-7200 Fax No. Check if new: Address Telephone No. Check if to be sent copies of notices and communications Name and address PTIN _____ Fax No. Telephone No. (Note: IRS sends notices and communications to only two representatives.) Check if new: Address Name and address PTIN Telephone No. Fax No. (Note: IRS sends notices and communications to only two representatives.) Check if new: Address ... Telephone No. ... to represent the taxpayer before the Internal Revenue Service and perform the following acts: Acts authorized (you are required to complete line 3). Except for the acts described in line 5b, I authorize my representative(s) to receive and inspect my confidential tax information and to perform acts I can perform with respect to the tax matters described below. For example, my representative(s) shall have the authority to sign any agreements, consents, or similar documents (see instructions for line 5a for authorizing a representative to sign a return). Description of Matter (Income, Employment, Payroll, Excise, Estate, Gift, Tax Form Number Year(s) or Period(s) (if applicable) Whistleblower, Practitioner Discipline, PLR, FOIA, Civil Penalty, Sec. (1040, 941, 720, etc.) (if applicable) (see instructions) 4980H Shared Responsibility Payment, etc.) (see instructions) 1023 Specific use not recorded on the Centralized Authorization File (CAF). If the power of attorney is for a specific use not recorded on Additional acts authorized. In addition to the acts listed on line 3 above, I authorize my representative(s) to perform the following acts (see instructions for line 5a for more information): 🔲 Access my IRS records via an Intermediate Service Provider; ☐ Substitute or add representative(s); ☐ Sign a return; Authorize disclosure to third parties: Other acts authorized:

| - b | • | c or otherwise, into an account owned or cor | otherwise negotiate any check (including directing or htrolled by the representative(s) or any firm or other espect of a federal tax liability. | | |
|------------|---|---|---|--|--|
| | List any other specific deletions to the acts of | otherwise authorized in this power of attorne | y (see instructions for line 5b): | | |
| 6 | attorney on file with the Internal Revenue S revoke a prior power of attorney, check here | ervice for the same matters and years or pe | omey automatically revokes all earlier power(s) of eriods covered by this form. If you do not want to | | |
| 7 | Taxpayer declaration and signature. If a tax matter concerns a year in which a joint return was filed, each spouse must file a separate power of attorney even if they are appointing the same representative(s). If signed by a corporate officer, partner, guardian, tax matters partner, partnership representative (or designated individual, if applicable), executor, receiver, administrator, trustee, or individual other than the taxpayer, I certify I have the legal authority to execute this form on behalf of the taxpayer. If NOT COMPLETED, SIGNED, AND DATED, THE IRS WILL RETURN THIS POWER OF ATTORNEY TO THE TAXPAYER. | | | | |
| | Mari | 4/29/22 | President | | |
| | Signature | Date | Title (if applicable) | | |
| | Mark Bonini | County Probation Cons | sortium Partnering for Youth Realignmer | | |
| | Print name | Print name of ta | xpayer from line 1 if other than individual | | |
| Part | Declaration of Representative | e | · · · · · · · · · · · · · · · · · · · | | |
| Under | penalties of perjury, by my signature below I | declare that: | , | | |

- I am not currently suspended or disbarred from practice, or ineligible for practice, before the internal Revenue Service;
- I am subject to regulations in Circular 230 (31 CFR, Subtitle A, Part 10), as amended, governing practice before the Internal Revenue Service;
- I am authorized to represent the taxpayer identified in Part I for the matter(s) specified there; and
- . I am one of the following:
 - a Attorney a member in good standing of the bar of the highest court of the jurisdiction shown below.
 - b Certified Public Accountant a holder of an active license to practice as a certified public accountant in the jurisdiction shown below.
 - c Enrolled Agent—enrolled as an agent by the IRS per the requirements of Circular 230.
 - d Officer—a bona fide officer of the taxpayer organization.
 - e Full-Time Employee a full-time employee of the taxpayer.
- f Family Member—a member of the taxpayer's immediate family (spouse, parent, child, grandparent, grandchild, step-parent, step-child, brother, or sister).
- g Enrolled Actuary—enrolled as an actuary by the Joint Board for the Enrollment of Actuaries under 29 U.S.C. 1242 (the authority to practice before the IRS is limited by section 10.3(d) of Circular 230).
- h Unenrolled Return Preparer—Authority to practice before the IRS is limited. An unenrolled return preparer may represent, provided the preparer (1) prepared and signed the return or claim for refund (or prepared if there is no signature space on the form); (2) was eligible to sign the return or claim for refund; (3) has a valid PTIN; and (4) possesses the required Annual Filing Season Program Record of Completion(s). See Special Rules and Requirements for Unenrolled Return Preparers in the instructions for additional information.
- k Qualifying Student or Law Graduate—receives permission to represent taxpayers before the IRS by virtue of his/her status as a law, business, or accounting student, or law graduate working in a LITC or STCP. See instructions for Part II for additional information and requirements.
- Enrolled Retirement Plan Agent—enrolled as a retirement plan agent under the requirements of Circular 230 (the authority to practice before the Internal Revenue Service is limited by section 10.3(e)).

▶ IF THIS DECLARATION OF REPRESENTATIVE IS NOT COMPLETED, SIGNED, AND DATED, THE IRS WILL RETURN THE POWER OF ATTORNEY. REPRESENTATIVES MUST SIGN IN THE ORDER LISTED IN PART I. LINE 2.

Note: For designations d-f, enter your title, position, or relationship to the taxpayer in the "Licensing jurisdiction" column.

| Designation — Insert above letter (a-r). | Licensing jurisdiction (State) or other licensing authority (if applicable) | Bar, license, certification, registration, or enrollment number (if applicable) | Signature | Date |
|--|--|---|-------------|-----------|
| а | Callfornia | 124346 | Cyl | 4/28/2022 |
| a | California | 339846 | muttel Club | 4/28/2022 |
| | | | | |
| | | | | |

Form 2848 (Rev. 1-2021)

Exhibit A4

Board of Directors of the County Probation Consortium Partnering for Youth Realignment Nonprofit Corporation

Marcus Dawal Chief Probation Officer Alameda County Probation Dept. 400 Broadway Oakland, CA 94607

Wayne Barley Chief Probation Officer Butte County Probation Dept. 42 County Center Drive Oroville, CA 95965-3377

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Chief Probation Officer
Alpine County Probation Dept.
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Michael Rogers Chief Probation Officer Colusa County Probation Dept. 532 Oak Street Colusa, CA 95932

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Shaun Brenneman Chief Probation Officer Humboldt County Probation Dept. 2002 Harrison Ave Eureka, CA 95501

TR Merickel Chief Probation Officer Kern County Probation Dept. 2005 Ridge Road Bakersfield, CA 93305

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Pete Judy Chief Probation Officer Mariposa County Probation Dept. PO Box 76 Mariposa, CA 95338

Terry Lee Chief Probation Officer Modoc County Probation Dept. 326 South Main Street Alturas, CA 96101

Amanda Gibbs Chief Probation Officer Napa County Probation Dept. 212 Walnut Street Napa, CA 94559

Board of Directors of the County Probation Consortium Partnering for Youth Realignment Nonprofit Corporation

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Nevada City, CA 95959

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Katy Miller
Chief Probation Officer
San Francisco Co Juvenile Probation
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San Francisco, CA 94127

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Marlon Yarber Chief Probation Officer Sacramento County Probation Dept. 9750 Business Park Drive, Ste #220 Sacramento, CA 95827

Cesar Escuro Chief Probation Officer San Diego County Probation Dept. 9444 Balboa Avenue, Suite 500 San Diego, CA 92123

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Dan Fruchtenict Chief Probation Officer Yolo County Probation Dept. 2780 E. Gibson Road Woodland, CA 95776

Part I, Item 9 - EIN: 88-0673741

Board of Directors of the County Probation Consortium Partnering for Youth Realignment Nonprofit Corporation

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Executive Director
Chief Probation Officers of California
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Sacramento, California 95814

Minh C. Tran County Executive Officer, County of Napa 1195 Third Street, Suite 310 Napa CA 94559

Graham Knaus
Executive Director
California State Association of Counties
1100K Street
Sacramento, CA 95814

Exhibit B







SB 823 County Collaboration Consortium Workgroup ROSTER

The California State Association of Counties (CSAC), the California Association of County Executives (CACE), and the Chief Probation Officers of California (CPOC) have agreed to establish a nine-member workgroup to determine the most appropriate mechanism(s) to assist counties in managing and improving the capacity to deliver the safe and secure treatment to previously DJJ-eligible youth by maximizing regional and statewide collaboration.

CSAC

Supervisor Susan Ellenberg County of Santa Clara

Supervisor Kelly Long County of Ventura

Supervisor Rosemarie Smallcombe County of Mariposa

CACE

Mona Miyasato
County Executive Officer, County of Santa
Barbara

Monica Nino
County Administrator, County of Contra
Costa

Tracie Riggs County Administrator, County of Tuolumne

CPOC

Kirk Haynes
Chief Probation Officer, County of Fresno

Tracy Reece Chief Probation Officer, County of San Bernardino

Brian Richart
Chief Probation Officer, County of El
Dorado

Workgroup Staff

Josh Gauger Legislative Representative, CSAC

Elizabeth Espinosa Policy Advisor, CACE

Karen Pank Executive Director, CPOC

Diane Cummins
Special Consultant, CPOC

SB 823 County Collaboration Consortium Workgroup CHARGE and FRAMEWORK

Establish a temporary workgroup to determine the best options to assist counties and their probation departments to collaborate with each other to replace the juvenile justice continuum that is being lost through DJJ Realignment as embodied in SB 823 (2020).

For purposes of this stage of implementation, the workgroup should make a recommendation to the Boards of CSAC, CPOC, and CACE of the most viable way for counties to manage and improve the capacity to deliver the safe and secure treatment to youth who would otherwise have been adjudicated to DJJ. This collaboration may be formal or informal and should focus on the efficient and effective treatment of youth so they may remain close to their community if possible while avoiding significant duplication of specialized services.

- Track and manage available capacity across the state
- Coordinate information regarding secure placement options based on region, gender, program needs, and other agreed-upon criteria
- Coordinate the delivery of pooled, specialized programs to youth in their home communities when possible
- Develop common use of legal instruments to facilitate collaboration across counties
- Provide training and technical assistance to ensure high quality, consistent programming
- Consider the establishment of fiscal mechanisms to support efficiencies and robust services
- Consider the establishment of shared or additional liability options

Why a Consortium?

- Remove or mitigate barriers presented by county borders for the deepest end of the juvenile justice continuum
- Ensure program capacity is available to replace the loss of the state level of the continuum
- Increase predictability in planning for population and staffing needs
- Leverage joint resources to provide similar level of service delivery backed by research and technical assistance
- Enhance the benefits of the economies of scale planning

Exhibit C







SB 823 County Collaboration Consortium Workgroup PRINCIPLES + June 2021

Background

As part of the 2020 Budget Act, the state realigned¹ to counties the responsibility for the care and treatment of youth who otherwise would have been adjudicated by a judge to the Division of Juvenile Justice (DJJ).

As of July 1, 2021, the DJJ will stop intake of youth with the exception of a subset of youth who might otherwise be transferred to adult criminal court. In those instances, the committing county would be required to pay \$125,000 per year for each of these youth.

The DJJ realigned youth will have been adjudicated for a serious or violent offense and often need specialized care in the form of sex offender treatment, programs for females, and high-level mental health treatment.

These newly realigned youth may require a secure treatment facility, and the state has cited the space available in juvenile halls as an option for secure placements. Subsequently, follow-up legislation² created a framework and processes for secure treatment placements in a secure facility pursuant to the requirement in implementing legislation that the Legislature take action to create a "separate dispositional track" for the highest-need youth.

The state also recognized in the implementing legislation that not all counties may have placement or treatment options for some or all of these youth, and, because of that, the legislation allows a county to contract with another county for placement in a secure track facility when a judge determines such a facility is necessary.

The implementing legislation also establishes, as of July 1, 2021, the Office of Youth and Community Restoration (OYCR) within the Health and Human Services Agency and sets forth various roles and responsibilities for that office.

¹ SB 823 – Chapter 337, Statutes of 2020

² SB 92 - Chapter 18, Statutes of 2021.

Additional Factors and Findings

Additional important features of the policies and practices around DJJ Realignment also should be taken into account as implementation gets underway. First, given that the ultimate disposition rests with the court, it is vital that counties develop both the capacity for and programming to support specialized treatment programs in appropriately responsive facilities. If courts do not have confidence about the available safe and secure treatment program options, they may instead rely on the adult criminal court option.

Secondly, so that questions about how DJJ realignment worked and its impact on youth can be addressed, counties should establish a process to track DJJ-eligible youth and their new dispositions, including informational elements such as the facility in which the youth is placed, whether the youth remained in their home county or was referred to a treating county, length of stay, etc.

Finally, these guidelines focus on establishing short- and long-term mechanisms to facilitate inter-county collaboration and partnerships to ensure appropriate capacity is available and accessible throughout the state to meet the needs of the newly realigned youth. Nothing in this document is intended to impede counties' continued reliance on – or development of new partnerships with – other county departments, local educational agencies, and non-governmental organizations in assuring delivery of responsive best practices that will meet the needs of youth in their care.

In response to this DJJ realignment, County Supervisors, County Executive Officers, and County Chief Probation Officers recognize that the counties must work together to offer the safest and best treatment options to the youth now under their care. The following principles are agreed to by the three organizations and are the framework for establishing models for facilitating the sharing of treatment and placement options for these youth.

General Principles

To achieve delivery of quality programming and drive successful outcomes for young people in counties' care, it is the expectation of the sponsoring associations that counties will collaborate to assure sufficient, available services and capacity to meet the needs of the newly realigned youth, especially those who require specialized treatment programming.

The participating associations have identified three primary principles that underpin the short- and long-term recommendations for supporting a statewide collaboration to replace the juvenile justice service and treatment continuum that is being lost because of DJJ Realignment. The decentralization of the juvenile justice system and associated loss of a state placement option for high-need youth will expose gaps at the county level. A statewide collaboration among counties to enhance and support cross-jurisdictional efforts will fill those gaps that cannot be addressed on a case-by-case basis.

▶ Prevent an increase in youth transferred to adult criminal court by:

- Ensuring secure-track placement options are available when required by the judge
- Ensuring sufficient specialized treatment and programming options exist at the local level to meet high-need youth and garner confidence of juvenile court judges

► Prevent "justice by geography" by:

 Ensuring the availability of high-quality programs in different regions that are culturally responsive, trauma-informed, evidence-based, age appropriate, as close to home as possible, centered on youth and family engagement, and based on positive youth development

Prevent net-widening by:

 Avoiding the need to establish and staff in all 58 counties a secure treatment facility and specialized programming for youth with the highest needs

Models for County Collaboration

The participating associations endorse a two-part approach that (1) over the short-term, facilitates county collaboration and provides a mechanism to match counties in need with counties that have additional and appropriate capacity; and (2) over the long-term, builds on counties' early implementation experiences to inform the design of a statewide consortium that supports cross-jurisdictional resource sharing and ensures sustainable, high-quality treatment and services.

Short-Term Approach

Until it is determined whether a more formal, independent entity is needed, the workgroup designates CPOC – with assistance as necessary from CSAC and CACE – as

the entity responsible for matching counties in need of beds with counties that have appropriate treatment capacity in a location as close to home as possible.

In recognition of the fact that not every county can or will develop a secure track treatment option, a mechanism is necessary to facilitate the placement of youth outside their home county and into a treating county. These placements should be done through a Memorandum of Understanding between the two counties, which should address at a minimum the following elements:

- Provision of secure housing
- Provision of high-quality services and treatment based on best practices
 - Specifics on individualized treatment, including whether the youth requires generalized vs. specialized treatment program
 - Medical care, including responsibility for costs if extraordinary or outside care is necessary
 - Mental health care, including responsibility for costs if extraordinary or outside care is necessary
- Transportation
- Progress reviews for court
- Family visitation
- Liability
- Pricing
- Transition back to home county
- Mechanism to address situations in which it is determined that the youth is unable to successfully complete the treatment program

Long-Term Approach

Using counties' early implementation experiences, a durable solution will be established to ensure counties can continue to access appropriately responsive and high-quality treatment capacity. In developing this long-term solution, efforts should be made to:

- Eliminate or mitigate some of the administrative workload borne by the probation chiefs/CPOC;
- Explore creation of a legal entity to administer on a statewide basis the core functions of:
 - Ensuring appropriate and sufficient treatment capacity exists across the state such that youth are placed in a high-quality, responsive, and appropriate treatment program;

- Coordinating information regarding secure placement options based on region, gender, program needs, and other agreed-upon criteria;
- o Coordinating the delivery of pooled, specialized programs to youth in their home communities when possible;
- Ensuring long-term training and technical assistance to support counties' implementation efforts over time;
- o Ensuring pricing is reasonable, given the resources (statewide and on an individual county basis) provided for this purpose.
- Providing ongoing training and technical assistance to support this policy change over the long-term.
- Include a mechanism to address statewide administrative costs associated with the long-term solution.
- Continue to clarify the role of relevant state agencies, including the Board of State and Community Corrections as well as the OYCR, and their interaction with individual counties and/or any legal entity established to fulfill the core functions described above.

Exhibit D

SB 823 Statewide Consortium Short & Long Term Concept Proposal (As of 7/16/21)

PURPOSE

The purpose of a statewide consortium is to ensure that there is a high-quality secure youth treatment program available for any youth in the state who, absent SB 823, would have been committed to DJJ.

CONSORTIUM PRINCIPLES

As endorsed by the CSAC, CACE, CPOC joint workgroup, the shared principles underlying this collaborative effort are to:

- Prevent an increase in youth transferred to adult criminal court by:
 - Ensuring secure-track placement options are available when required by the juvenile court judge
 - Ensuring sufficient specialized treatment and programming options exist at the local level to meet the high-need youth and garner confidence of juvenile court judges
 - Prevent "justice by geography" by:
 - Ensuring the availability of high-quality programs in different regions that
 are culturally responsive, trauma-informed, evidence-based, age
 appropriate, as close to home as possible, centered on youth and family
 engagement, and based on positive youth development
 - Prevent net-widening by:
 - Avoiding the need to establish and staff in all 58 counties a secure youth treatment facility and specialized programming for youth with the highest needs

STRUCTURE, GOVERNANCE, FUNDING, FUNCTIONS & STAFFING

The following framework outlines a short and long-term vision for the Consortium. However, the details will be more fully developed and finalized by those counties who join as participating members of the Consortium.

SHORT TERM (YEARS 1-2) PROPOSAL

- Structure
 - While counties determine the legal details for an independent entity in the longterm, the Consortium will operate as a 501(c)(3) membership organization under the fiscal sponsorship of CPOC

Governance

 Participating counties will serve as voting members to develop bylaws, select an Executive Board, and hire staff.

Funding

- All counties, regardless of role, who wish to participate in the Consortium will pay an annual membership rate of 1% of their SB 823 funding
- These funds will be used to support the work of Consortium. Contract arrangements between counties for beds or services would not be funded through this 1% nor would those payments go through the Consortium in the short-term.

Short-Term Consortium Functions

The specific short-term functions of the Consortium will be determined by the participating members, but are expected to include:

- Standardized MOU: The Consortium will develop a standardized agreement for all participating counties that defines the roles/expectations of home and treating counties. Based on conversations to date, MOU is likely to outline the following:
 - Treating County provides: housing, treatment, services, and basic medical and mental health care
 - Home County handles: transportation, progress reviews for court (with regular reports provided by treating county), family visitation, medical or mental health care costs if outside or extraordinary care is necessary
- Matching: Consortium will collect information about available secure-track beds and services across the state. Counties who do not have the appropriate bed(s) or service(s) within their own county can be matched with a county that has the necessary program.
- o Pricing Guidelines: Consortium will establish pricing guidelines by program type (eg. generalized secure-track, sexual behavior treatment, intensive mental health) that attempt to reflect the actual cost of program. Pricing guidelines will continue to be adjusted as actual costs become clearer. Guidelines will provide a range of costs which may reflect regional differences.
 - As soon as feasible, contracts for detention and other custodial beds will be added to the Consortium functions
- Conflict-Resolution/Problem-Solving: In the event that a treating county determines that a youth needs to leave before the program is completed, the Consortium will designate a third party to work with both counties to promote stabilization and attempt to maintain the placement. Participating counties agree to attempt to gain consensus about the best interest of the youth before the youth is moved.
- Learning Collaborative/Training & TA: As funding allows, the Consortium will create a learning collaborative to facilitate info-sharing about best-practices.

- Depending on funding availability, the Consortium will develop and deliver (directly and/or via contract) training and TA to counties operating secure-track programs and/or training for counties in developing their plans for JJCC.
- Data Collection: If funding allows, the Consortium will collect data to help understand how DJJ realignment is working and the impact on youth, including elements such as the facilities where youth are housed, whether they are in their home or another county, length of stay, etc.

Staffing

0

- The staffing needs for the above functions still needs to be determined, but at a minimum include: placement liaison, legal support for short-term functions and to establish long-term entity, conflict-resolution (maybe retired chiefs?), and, if funding permits, trainers/TA and data collection capacity
- Depending on capacity, the Consortium may establish an MOU with CPOC to provide certain administrative or technical functions

LONG-TERM (Approximately years 2-3 and beyond)

Structure

 In the long-term, the Consortium will likely be formed from a Joint Powers Authority (JPA) among participating counties

Governance

 The governance structure for the long-term will be determined by the counties who participate in short-term version of the Consortium

Funding

- All counties, regardless of role, who wish to participate in the Consortium would pay an annual membership rate of 1-2% of their SB 823 funding
- These funds would be used to support the work of Consortium

Long-Term Consortium Functions

- Standardized Consortium Agreement/MOU: In order to participate in the Consortium, counties will enter into an agreement with the Joint Powers Authority that confirms the roles and expectations of member counties
- O Guaranteed beds or services: The Consortium will establish an insurance-type model wherein funds can be used to help treating counties develop and sustain high-quality programs. Counties who wish to guarantee a certain number of beds or services for the upcoming FY would pay into the Consortium at a base guaranteed rate (per guaranteed program slot) prior to the beginning of each FY. (This would be in addition to the membership fee because this would not go to the Consortium.) The Consortium would allocate these funds to treating counties based on anticipated needs for the upcoming year, allowing counties to create

and sustain high-quality programs and ensure that beds and services are available when needed. Home counties would pay an additional *usage rate* (per filled program slot) when actually they place a youth into a program and/or use a service.

- Base and usage rates would vary based on a continuum of expected needs. For example:
 - <u>Higher base/lower usage</u>: Counties who are fairly certain that they
 will need program slots would pay a relatively higher base rate,
 but a relatively lower usage rate
 - <u>Lower base/higher usage</u>: Counties who are less certain that they
 will need program slots in an upcoming year, could pay a
 relatively lower base rate, but a higher usage rate if they actually
 use the program
 - Unanticipated need rate: Consortium members who need additional program slots above what they had reserved, could pay a higher rate for the remainder of the fiscal year for the months that they need the program slot
- Note: Contracted detention and other custodial beds would be built into this model, but not funded with SB 823 funds.
- Conflict-Resolution/Problem-Solving: Similar to the short-term role, in the event that a treating county determines that a youth needs to leave before the program is completed, the Consortium will designate a third party to work with both counties to promote stabilization and attempt to maintain the placement. Counties agree to attempt to gain consensus about the best interest of the youth before the youth is moved.
- Deliver statewide functions: The Consortium could also contract for and deliver other specific statewide services (eg., accommodation services, acute mental health beds, etc.) that are only needed occasionally by treating counties. This could help leverage economies of scale and ensure statewide consistency in quality and accessibility.
- Learning Collaborative/Training & TA: Depending on need and capacity, the Consortium could continue to deliver (directly and/or via contract) training and TA
- Data Collection: Depending on need and capacity, the Consortium could continue to provide data collection functions.

Staffing

o The staffing needs for the long-term functions still need to be determined.

Exhibit E

CHIEF PROBATION OFFICERS OF CALIFORNIA

About the SB 823 County Collaboration Consortium

As part of the 2020 Budget Act, the state realigned to counties the responsibility for the care and treatment of youth who otherwise would have been adjudicated by a judge to the Division of Juvenile Justice (DJJ).

Pursuant to Senate Bill 823, as of July 1, 2021, the state closed intake to DJJ for all youth except a small subset who might otherwise be transferred to adult criminal court. In recognition of the fact that not every county can develop a secure track treatment option to address the complex needs for each youth that is ordered by the court into a secure youth treatment facility, a collaborative consortium is being established to assist counties in filling gaps that cannot otherwise be addressed in the short-term.

The purpose of a statewide collaborative consortium is to ensure that there is a high-quality secure youth treatment program available for any youth in the state who, absent SB 823, would have been committed to DJJ.

CSAC, CACE and CPOC established a joint workgroup to establish the shared principles underlying this collaborative effort:

- Prevent an increase in youth transferred to adult criminal court by:
 - Ensuring secure-track placement options are available when required by the judge
 - Ensuring sufficient specialized treatment and programming options exist at the local level to meet high-need youth and garner confidence of juvenile court judges
- Prevent "justice by geography" by: \(\)
 - Ensuring the availability of high-quality programs in different regions that are culturally responsive, trauma-informed, evidence-based, age appropriate, as close to home as possible, centered on youth and family engagement, and based on positive youth development
- Prevent net-widening by:
 - Avoiding the need to establish and staff in all 58 counties a secure treatment facility and specialized programming for youth with the highest needs

Counties who wish to participate in the Consortium will pay an initial membership rate equal to 1% of their SB 823 funding allocation. Any funding source can be used to fund these dues, including but not limited to SB 823 allocation. These funds will be used to support the work of Consortium and will initially be held in a restricted fund in Chief Probation Officers of California Foundation for the sole purpose of establishing a new entity to house the Consortium.

(Note: Contract arrangements between counties for beds or services would not be funded through this 1% nor would those payments go through the Consortium.)

Funds are due by October 1, 2021. If the consortium does not move forward due to lack of enough participation or other infirmity, the funds will be reverted to each initial participating county.

The specific functions of the Consortium will be determined based on decisions by participating members, but are expected to include: the development of standardized language and rates for counties who contract with each other for secure youth treatment beds or services; assistance with finding appropriate housing or treatment options for youth ordered by the court into a secure youth treatment facility; and other supports, as funding allows, to ensure high-quality services and programs across the state.

Participating counties will determine the extent to which a longer-term collaborative consortium function is needed and the level of annual membership dues.

Exhibit F

Exhibit F1

Chief Probation Officers of California Foundation

1415 L Street, Suite 780 Sacramento, CA 95814 whitnee@cpoc.org

INVOICE

BILL TO Alameda County 400 Broadway Oakland, CA 94607 INVOICE # 6097 DATE 08/17/2021 DUE DATE 10/01/2021

| | BALAN | CE DUE | \$12,129.28 |
|-----------------------------------|----------|-----------|-------------|
| 2021-2022 | <u> </u> | | |
| Initial Consortium Membership Fee | . 1 | 12,129.28 | 12,129.28 |
| ACTIVITY - | QTY | RATE | AMOUNT |
| | | | |

Form #110-50 Revised 04/2014

COUNTY OF ALAMEDA OFFICE OF AUDITOR-CONTROLLER DIRECT CLAIM

| Business |
|---------------------------|
| Business Unit: PROBT |

Voucher #<u>88427</u>

| PAYEE NAME: |
|--|
| Chief Probation Officers of California (COPC) |
| |
| REMITTANCE ADDRESS STREET: 1415 L St. CITY: Sacremento ST: CA ZIP: 95814 |
| LAST 5 DIGITS OF PAYEE'S TAX ID NO. (TIN): PAYEE'S VENDOR ID: 17893 LOCATION 16 |
| • |
| BRIEF DESCRIPTION: ITEM CODE 11 |
| 2021-2022 Initial Consortium Membership Fee |
| TOTAL INVOICE AMOUNT CHARGED BY VENDOR (INCLUDING SHIPPING/HANDLING AND FREIGHT) \$12 129 28 |
| (INCLUDING SHIPPING/HANDLING AND FREIGHT) \$12,129.28 USE TAX (TO BRING TOTAL SALES TAX CHARGED BY VENDOR |
| UP TO CURRENT ALAMEDA COUNTY RATE) |
| TOTAL EXPENDITURE: \$12,129.28 |
| ACCOUNTING INFORMATION |
| Business Unit Acct. Fund Dept ID Program Sub-Cls BY Project Amount |
| PROBT 610351 10000 250303 28002 2022 \$12,129.28 |
| |
| T. 4.1 |
| Total \$12,129.28 |
| Invoice 6097 Date: 8/17/2021 Payment Handling: US Mail Return to Dept. |
| Pay Comments: 2021-2022 Initial Consortium Membership Fee Tamika Cotright QIC 22801 |
| DEPARTMENTAL INFORMATION |
| |
| DEPT NAME: PROBATION |
| LIAISON: WAI LEUNG WA 9/27/21 QIC: 22801 PHONE: 1510) 268-2071 |
| DEPT CLAIMS PROCESSOR: _WAI LEUNG DEPT CLAIMS APPROVER: RAVI SINGH |
| |
| DEPARTMENTAL CERTIFICATION |
| I certify that the above expenses are proper, authorized County expenditures; that the charges are accurate; and that the goods and services have been received, or advance payment is required. |
| 1.1 01/24/21 |
| AUTHORIZED SIGNATURE: DATE: DATE: PRINT NAME OF AUTHORIZED SIGNATURE: Eleonor Brush |
| FOR AUDITOR'S OFFICE USE ONLY |
| Approved Denied Reason: |
| CENTRAL CLAIMS APPROVER: DATE: |

SEE BACK OF FORM FOR INSTRUCTIONS



Purchase Requisition



| | | | IV-E Claimat | | Order# 01944 | Status: | In Process | s Toda | v's Date: 0 | 9/20/2021 |
|--|--|---|---|---|--------------------------------|-------------------------|---------------|---------------------|-------------|---------------|
| | | | Category: | , | | | | | , | V, C V, C C V |
| | | | | | (FISCAL USE C | • | 202 | D | ar 44 | |
| Business Unit: | | | MEMB O | | Vendor# | 00000171 | 583 | Requisit PO Date | | |
| Organization # (250303-28002 | (definitions on rev | verse): | Buyer: | | □ JAI JE | oc. 16 | | · O Duit | ** | |
| Requestor's Info | ormation: | | | | | | | | | |
| · Name: | TAMIKA COTE | RIGHT Division: | Admin | | Tel: | (510) 268 | -7233 | QIC: | 22801 | |
| Suggested Vend | dor: | , | | | Delivery To: | | | | | |
| Name: | | Officers of California | (CPOC) | • | Delivery Date: | 10/01/20 | | Dept: | ADMI | N |
| SLEB#: | N/A | N-SLEB | • | • | Receiver: | | COTRIGHT | · | | |
| Address: | 1415 L Street, S | ison: Suite 1000 | | | :Address: City: | Oakland | son Street, 8 | sin Floor State: | CA Zip: | 94604 |
| City: | Sacramento | State: CA | Zip: | 95814 | Phone: | (510) 268 | 3-7233 | omte. | OA ZIP. | . 34004 |
| Phone: | (916) 447-2762 | | | | | (000,200 | | | | |
| * Item# | Qty Un | lt | | Products/S | iervices | | | ι | Jnit Cost | Cos |
| ☐ inv#6097 | 1 ea | ch 2021-2022 Ir | nitial Consorti | um Members | ship Fee | | | \$12 | 2,129.28 | \$12,129.2 |
| 1 | | | | | | | Shipping & H | • | • | \$0.00 |
| | | | | | Tax Rate | 10.25% | Used 1 | Гах | Tax | \$0.0 |
| | | | | | | | | | Freight' | \$0.0 |
| * inventory man | _ | urchase (Required) | | | | | | | Total | \$12,129.2 |
| YOBG, per Chief Your order over I How are Services | f Dawal (see pag \$3,000 one of the e/Goods being pr | would have been ad e one of the supporti boxes below must be ocured? Two Quo in my own personal | ing documents checked, call otes . Sole S | file). Fiscal at ext. ource/ Piggyt | 24233 with any queack GSA For | usstions: mai Bid/RF | P | Not to | Exceed; | \$12,129.2 |
| | • • • | nencumbered funds | _ | | | | | - | o ponomi mo | |
| Manager/ Direct | tor: | | Reje | ect | | | | | | , |
| Name: NOT AF | PPLICABLE | Signature: | - | | Date: 09/20/202 | 21 | Comment: | | | |
| Deputy Chief/ A | Assistant Chief: | Approve | Rej | ect | | | , | | | |
| Name: KAREN | BAKER | Signature: | Karen | Baker | Date: 09/20/202 | 21 | Comment: | | | |
| PURCHASE GR | REATER THAN \$ | 25,000 FINAL APPR | ROVAL: | | | | • | | | |
| Chief Probation | n Officer: | O Approve | Rej | ect | | | | | | |
| Name: | | Signature: | | | Date: | | Comment: | | | |
| | | | TO BE CO | MPLETED E | BY FISCAL UNIT | ONLY | | | | |
| Expenditure A | Acct. #, 600801 | Fund # 10 | 000 | Sub-Class | # | BY (Year | 2022 | Projec | t# | |
| Probation Dept | L Purchasing Su | ıp. | | | | | | | | |
| · Name: WILMA | OWEN | Signature: | UNIONA OU | HEN | Date: 09/22/202 | 21 | Comment: | | | |
| Probation Dept | L Purchasing Re | ep. | | | | | | | | |
| Name: | | Signature: | | | Date: | | Comment: | | | |

Exhibit F2

Chief Probation Officers of California Foundation

1415 L Street, Suite 780 Sacramento, CA 95814 whitnee@cpoc.org

INVOICE

BILL TO

Contra Costa County Probation Dept. 50 Douglas Drive, Suite 201 Martinez, CA 94553 INVOICE # 6103 DATE 08/17/2021 DUE DATE 10/01/2021

| . : | ACTIVITY | | ΩΤΥ | RATE | AMOUNT |
|-----|---------------------------------|----------------|-------------|-----------|-------------|
| | Initial Consortium 2021-2022 | Membership Fee | 1 | 14,648.80 | 14,648.80 |
| | · | ••••• | BALANCE DÜE | | \$14 648 80 |

From:

Esa Ehmen-Krause Chris DeDios

To: Cc:

Danielle Fokkema

Subject: Date:

FW: Consortium Overview and Invoice Tuesday, August 17, 2021 1:22:55 PM

Attachments:

Consortium Invoice Overview final.pdf

Invoice 6103 Contra Costa.pdf

image001.png

Please process this invoice for payment out of the DJJ Realignment account. Thank you

Esa Ehmen-Krause, MPA

Chief Probation Officer Contra Costa County Probation Department 50 Douglas Drive Suite 201 Martinez, CA 94553 (925)313-4188

Esa.Ehmen@prob.cccountv.us (Pronouns: she/her/hers)

From: Whitnee Morse <whitnee@cpoc.org> Sent: Tuesday, August 17, 2021 1:17 PM

To: Esa Ehmen-Krause < Esa. Ehmen@prob.cccounty.us>

Cc: Rosie McCool <rosie@cpoc.org>

Subject: Consortium Overview and Invoice

Hi Chief Ehmen-Krause,

Attached are the following two documents related to the SB 823 consortium and initial fee:

- Overview of the SB 823 County Collaboration Consortium
- Contra Costa County's Initial Consortium Member Fee Invoice
 - o Due October 1, 2021

Please reach out to me if you have any questions.

Thank you,

Whitnee Morse

Operations Manager Chief Probation Officers of California

www.cpoc.org

Ph: 916-447-2762

Exhibit F3

Chief Probation Officers of California Foundation

1415 L Street, Suite 780 Sacramento, CA 95814 whitnee@cpoc.org

18 AUG '21 A48:21

INVOICE

BILL TO

Kings County Government Center 1424 Forum Drive Hanford, CA 93230 INVOICE # 6112 DATE 08/17/2021 DUE DATE 10/01/2021

ACTIVITY:

OTY.

RATE

MOUNT

Initial Consortium Membership Fee 2021-2022

Ð

4.168.02

4,168.02

BALANCE DUE

\$4,168.02



Aleuen 8/2/2

Juvenile Secure Track SB 823

Exhibit F4

Chief Probation Officers of California Foundation 1415 L Street, Suite 780 Sacramento, CA 95814 whitnee@cpoc.org

INVOICE

BILL TO
County of Orange
P.O. Box 10260
Santa Ana, CA 92711-0260

INVOICE # 6126 DATE 08/17/2021 DUE DATE 10/01/2021

ACTIVITY OTY RATE AMOUNT Initial Consortium Membership Fee 1 22,379.81 22,379.81 22,379.81

BALANCE DUE \$22,379.81

OCExpediter - PROB

Regulsition - 1496226 - Memberships and Educational & Professional Reimbursement

| | D | | | | | |
|--|--|--|--|---|-------------|--------------------------------|
| | r: Ortiz, Beatriz | | Phone | : 71 4- 64 5-70 15 | | Andrew Land |
| User Name | : ProbBOrtiz | | (P Phone | : | | |
| Division | : AFO | | Únil | = | | |
| Section | : | • | Building | : | | |
| Room | : I | | City, Zip | • | | |
| Hedraffelewoolle | р. | i i i i i i i i i i i i i i i i i i i | | | | |
| Request For | r: Membership | | Require Date | : | | |
| Vendor | : Chief Probation (| Officers of CA | Initiated Date | : 09/14/2021 | | • |
| Vendor Phone | : | | Verider Centact | : | | |
| Short Description | : Initial Consortium | n Membership Fee | Vendor Address | : whitnee@cpoc.org | | |
| Juetification | : would have been | 20 Budget Act, the state realigned to adjudicated. The purpose of a state program available for any youth in ti | ewide collaborative consor | - | • | |
| Special Instructions | : | | | | | |
| Additiona Comments | Pet Liniet Sentina | an, Frank Kim is aware and concur | s with Probation participation | on in this consortium. | | |
| Person To Contact | : ProbBOrtiz | | Ship to Address | 814 - ADMINISTRAT PROBATION, 1055 CA 92701-3609 | | |
| | | | 'Bill to Address | | | |
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| Control Di | hlef Probation fficer | 0090 - Probation Department | 1600 - | Object J | NOTTOPOF 10 | 0.00 25542.44 |
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| Control Di 100/057 - Probation Ci O' Purcipating Departs Procurment Type: Buyer: ProbAPa Purchesing 09/15/20 Received: Suyer 09/15/20 Received: Completion 09/22/20 Date: MA/PO/CT PO0572 | number Probation officer ment Services ral Contract prez 221 7:51 AM 221 | 0090 - Probation Department | Solicitation Mathod: Folder No: Final Cost: Pay Via: Awarded Vendor: DO | Unitatoral Contract C033500 23379.81 PO CHIEF PROBATION C | Totala: 10 | 0.00 25542.44 0.00 25542.44 |
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| Control Di 100/057 - Probation Ci O' Purcipating Depart Procurment Type: Buyer: ProbAPc Buyer: ProbAPc Purchasing 09/15/20 Received: Suyer 09/15/20 Completion 09/22/20 Date: MA/PO/CT Number: Project Description: | rai Contract prez 021 7:51 AM 021 2010348 | 0090 - Probation Department Administration | Solicitation Mathed: Folder No: Final Cost: Pay Via: Awarded Vendor: DO Number: | Unitatoral Contract C033500 23379.81 PO CHIEF PROBATION CONTRACTOR Required Board | Totala: 10 | 0.00 25542.44 0.00 25542.44 |

ftem Part No.

Description

Print View

Tex Budget Line

2162.63

Subtotal: 23379.81 Latimated Cost: 25542,44

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|---------------------------------------|---|-------------|--|
| Confidential Information must NO | T be attached in OCExpediter | | |
| Title | Filename | Uploaded By | Upload Date |
| Consortium Invoice Overview_finel | Consortium Invoice Overview_final.pdf | ProbBOrtiz | 09/14/2021 |
| E-mallConsortium Overview and Invoice | E-mailConsorthum Overview and Invoice.pdf | ProbBOrtiz | 09/14/2021 |
| Invoice_6126_Orange County | Invoice_6126_Orange County.pdf | ProbBOrtiz | 09/14/2021 |
| Reso 89-1697 - memberahipa | Reso 89-1697 - memberships.pdf | ProbAPerez | 09/16/2021 |
| PO05722010348 | P005722010348.pdf | ProbAPerez | 09/22/2021 |

| Status | Route | | P-4- | Davida Ta | cc |
|-----------------|----------------------------|---|----------------------|---|----|
| | From | Comment | Date | Route To | - |
| Pending | Ortiz, Beatriz | For your review/final approval. | 09/14/2021 11:37 AM | Schultz, Dana | |
| Final Approval | Schultz, Dana | Approving based on Direction from Chief Steve Sentman, as supported by Frank Kim. Additionally, per CPOC guidence, Chief Probation Officer has sole authority to approve County participation in the consortium and approval is not required by the JJCC or SB 823 sub-committee. | 09/14/2021 1:15 PM | BudgetOperationsAndSupportChief, BudgetOperationsAndSupportChief | |
| Budget Approval | Castillo, Ma Dolores | 10 ■ . | 09/15/2021 7:51 AM | ProbPurch, ProbPurch | |
| Assigned | George, Gebriela | | 09/15/2021 4:38 PM | Perez, Araceli | |
| Reviewed | Perez, Araceli | Memberships were added under Section 3.5 Unitateral Contract of new CPM effective 7/1 - need to issue a unitateral PO per manager's direction | · 09/16/2021 1:55 PM | Perez, Araceš | |
| Update | Perez. Araceli | Created PO05722010348 ; pending approval | 09/16/2021 2:59 PM | Perez, Aracell ' | |
| Ordered/Awarded | Perez, Aracell | Had to revise PO so it didn't reference SB823. PO05722010346 approved; upleaded copy | 09/22/2021 9:44 AM | Perez, Araceli | |
| Update | Perez, Araceli | Emailed AP to process involce and to ask AC to place a rush to pay involce | 09/22/2021 9:46 AM | Perez, Araceli | |
| Closed | Perez, Araceli | AP processed and forwarded involce to AC on 9/22 | 09/23/2021 7:58 AM | Perez, Araceli | |
| Current Owner: | Perez, | | Initiator: | Ortiz, Beatriz | |

Print Date: 09/22/2021

ORANGE COUNTY PROBATION DEPARTMENT LIST OF INVOICES FOR PAYMENT

VENDOR NO:

VC0000012586

VENDOR'S NAME: CHIEF PROBATION OFFICERS OF CA FOUNDATION

DO#:

PO#: 057-22010348

| Account Coding | Invoice Number | Amount | |
|--------------------------------|----------------|-------------|-----------|
| 100-057-057-0090-1600-ROTTCPOF | 6126 | \$22,379.81 | AL1 CL1 |
| Total Entries: | • | \$22,379.81 | |

I cartify that this is a true copy of the original invoice. This invoice has not been previously paid.

Authorization: Erin Thach

Date: 09/22/2021

Name:

Thach, Erin

Batch No:

AC210922112146

| PAYMENT REVIEW FORM | Execute Enought skip | atus Di |
|----------------------------------|-----------------------------------|---------------------|
| Office of the Auditor-Controller | INITIAL CONSORTIUM MEMBERSHIP FEE | PRC-057-22005346, 1 |

| March and a | i eromen | | | | |
|--------------|----------------|--------------------------|-----------|----------------------------------|-----------|
| Created By: | kim.chamroeuml | Actual Amount: | 22,379.81 | Adjusted Tex Amount: | 0.00 |
| Created On: | 09/30/21 | Retainage Amount: | 0.00 | Use Tax Withheld: | 0.00 |
| Hodified By: | mikhael.atef1 | Discount Amount: | 0.00 | Default Intercept Fee Amount: | 0.00 |
| Modified On: | 10/05/21 | Penalty/Intérest Amount: | 0.00 | Supplementary Intercept Fee Amt: | 0.00 |
| Record Date: | 10/05/21 | Withheld Amount: | 0.00 | Payment Amount: | 22,379.81 |
| Close Date: | 10/05/21 | Intercept Amount: | 0.00 | Closed Anount: | 22,379.81 |
| | | | | Outstanding Amount: | 0.00 |

VICE 12. VECONOMETI C CITI PROTECT OFFICE OF EPICONA FORESPECT

1415 L ST STB 780 SACRAMENTO CA 95814-3975 Vendor Line Amount: 22,379.81 Disbursement Format: REG Scheduled Payment Date: 10/05/21 Single Payment: No

PAYMENT LINE INFORMATION

| | Invoice * | Reference | Bervice From | Service To | RP TYP | ť | AL | Bank Cd | Puzd | Capt | Bud Ctrl | Onit | BSA/ CB3/ SEV | SBSA/ SOBJ/ SREV | DBSA/ DOBJ/ DRSV | Job Sumber | Line Sub Total | Tax Amt | Vee Tax | Line Total |
|---|--------------|---------------------|-----------------|---------------|-----------|---|----|------------|------|------|-------------|------|---------------------|------------------------|------------------------|---------------|-------------------|---------|---------|------------|
| ſ | 6126 | PO-057- 22010348 | 09/30/21 | 09/30/21 | Pinal | 1 | 1 | 01 | 100 | 057 | 057 | 0090 | 1600 | | | ROTTCPOF | 22,379.81 | 0.00 | 0.00 | 22,379.81 |

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| ĺ | 10/05/2021 6:43:58 ÅM | mikhael.atefl | 6 | Pending | Approved | |

regression socialists.



COUNTY OF ORANGE PURCHASE ORDER COUNTY PROCUREMENT OFFICE

FOR INTERNAL COUNTY USE ONLY, THIS IS NOT A LEGAL DOCUMENT, DO NOT DISTRIBUTE TO YENDOR

VENDOR: VC0000012586; CHIEF PROBATION OFFICERS OF

CALIFORNIA FOUNDATION

1415 L ST STE 1000

SACRAMENTO, CA 95814-3977

VENDOR CONTACT: WHITNEE MORSE

916-447-2762

whitnee@cpoc.org

DEPARTMENT BETTY ORTIZ

CONTACT: 714-645-7015

PROCUREMENT ARACELI PEREZ

CONTACT:

araceli.perez@prob.ocgov.com

PURCHASE ORDER NUMBER:

PO-057-22010348

Version: 1

MA Number: --

ORDER TOTAL: \$22,379.81

ORDER DATE: 09/20/21

PROCUREMENT FOLDER: C033500

BOARD AWARD NUMBER: RESO 89-1697

BOARD AWARD DATE: 12/12/89

CONFIRMING ORDER: No

PROCUREMENT TYPE: Unilateral Contract

CONTRACT TYPE: Unilateral Contract

CITED AUTHORITY: DPA: Board of Supervisors Approval Received.

Order Summary: INITIAL CONSORTIUM MEMBERSHIP FEE

INVOICE #6126

PAYMENT IN ADVANCE

RX #1496226

9/16/21 perez araceli

SHIP To: PROBATION: ADMINISTRATION OFFICE

1055 N MAIN ST

STH FL

SANTA ANA, CA 92701-3609

Delivery Date: FOB: Shipping Method:

Delivery Type:

BILL To: PROBATION: ACCOUNTS PAYABLE

PO BOX 10260

SANTA ANA, CA 92711-0260

| COM | HODIT | Y/SER | VIC | E INFOR | MATION | | - 2005° | 1.00 | Maria (Alice) | | LAR NAVE TO TOO TO A PART |
|--|----------|-------------------|---|--|----------------------|----------------|------------|------------|----------------|----------------------------|---------------------------|
| Line | Quent | try VO | М | Unit Price | Service Amonu | t Service | from Servi | te To Line | Sub Total | Tat Amount | Line Total |
| 1 | I0 | 0.00 | Ι | \$0.0 | 01 522,379. | 81 08/17/ | 21 06/3 | 0/22 | \$22,379.81 | \$0.00 | 522,379.81 |
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| IJ | | 100 | $oldsymbol{ol}}}}}}}}}}}}}}}$ | 057 | '057 | 0090 | 1600 | 1 | | ROTTCPOF | \$22,379 81 |
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| 09/16/2021 04:59:56 PM 09/17/2021 10:59:10 AM 09/17/2021 11:10:54 AM 09/20/2021 12:08:04 PM | | | | Approver george.gabriela1 chang.cathy2 chang.cathy2 ca.mariadolores1 | | Approval Level | | | | Status After | |
| | | | PM | | | | 2 2 2 9 | | Pending | Rejected Rejected Approved | |
| | | | MAC | | | | | | Pending | | |
| | | | I AM | | | | | | Pending | | |
| | | | I PM | | | | | | Pending | Approved | |

OC CAPS» PO_FORM v2.0 F-PR-F0406 (Pars. Aurusty 21, 2017) PO-057-22014044, 1

SUMMARY COPY

Page Mathies 1 of t Date Printed: September 23, 2021

Exhibit F5

Chief Probation Officers of California Foundation

1415 L Street, Suite 780 Sacramento, CA 95814 whitnee@cpoc.org

INVOICE

BILL TO

Sacramento County 9750 Business Park Dr. Ste #220 Sacramento, CA 95827 INVOICE # 6130 DATE 08/17/2021 DUE DATE 10/01/2021

| ACTIVITY | QŢY | RATE | AMOUNT |
|--|------------|-----------|-----------|
| Initial Consortium Membership Fee 2021-2022 | 1 | 18,886.79 | 18,886.79 |
| | BALANCE DI | JE g | 18.886.79 |

| Display Do | ocument: Line | Item 001 | *** | 211 | |
|----------------------------|---------------------|--------------|-------------|--------------|---------------------------------------|
| % 6 2 - 4 6 | Additional Data | Withholdi | ng Tax Data | Docume | nt Imaging |
| Vendor 29330 | CHIEF PROBAT | ION OFFICERS | OF CALIFOR | G/L Acc | 5150000 |
| Company Code SAC1 | 1415 L STREE | T STE 780 | | • | |
| County of Sacramento | SACRAMENTO | - | | Doc. no | 1906662654 |
| Line Item 1 / Invoice / 31 | | | | | 7 |
| Amount 18,886. | 79 USD | | | | |
| W/Tax Base 18,886. | 79 USD | W/Tax-Exempt | 0.00 | W | Tax Code 99 |
| | | | | er e | |
| Additional Data | | | | | 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 |
| Bus. Area | | | | | |
| Disc. base 18,886. | 79 USD | Disc. Amount | 0.00 |]. [| JSD |
| Payt Terms 0001 | | Days/percent | 0 0.000 | ₹ 0 0 | 000 \$ 000 |
| Bline Date 10/06/2 | 021 | Fixed | | | |
| Prnnt Block | | Invoice Ref. | |]/[=], | /0 |
| Prnt Method | | | - | · · | |
| Clearing 10/12/2 | 021 / 2028083703 | | | | |
| Assignment | | | | | |
| Text *Probation | on 916-875-4662 INV | 6130 | · | | Long text |

| Display Check | Infon | nation | The second secon | | e projektiva se se se se se se se se se se se se se |
|---|--|----------------|--|---------------------------------------|--|
| Check recipient | Check iss | uer iii Acco | ompanying docs 📴 P | ауты | ent document |
| Paying Company Code | . , | SACI 🗇 | Payment document no | o. · | 2028083703 |
| Bank details | | | | | |
| House Bank | : | SAC9 | Bank Key | [,] | 125107880 |
| Account ID | | CHECK | Bank Account | | 051637130 |
| Bank Name | | BANK OF THE W | /EST | | |
| City | | PASCO | | | |
| Check information | | | á | · · · · · · · · · · · · · · · · · · · | |
| Check number | ·. | 1103502364 | Currency | | ÜSD |
| Payment date | | 10/12/2021 | Amount paid | | 18,886.79 |
| Check encashment | , | 10/20/2021 | Cash discount amount | | 0.00 |
| | | | | .: | |
| Check recipient | ************************************** | | | | The state of the s |
| Name | | CHIEF PROBATI | ON OFFICERS OF CALIFO |)R | |
| City | | SACRAMENTO | | | 1 |
| Payee's country | 1.11 | US | | , | = |
| Regional code | | CA | | | |
| , | | | | <u>.</u> . | |

Exhibit F6

Chief Probation Officers of California Foundation

1415 L Street, Suite 780 Sacramento, CA 95814

INVOICE

BILL TO

Riverside County 3960 Orange Street, Suite 600 Riverside, CA 92501 INVOICE # 6129 DATE 08/17/2021 DUE DATE 10/01/2021

| ACTIVITY | The state of the s | QTY | RATE | AMOUNT |
|----------------------------|--|-------------|-----------|-------------|
| Initial Conso 2021-2022 | rtium Membership Fee | 1 | 22,522.51 | 22,522.51 |
| | | BALANCE DUE | | \$22 522 51 |

Freitag, Colleen

From:

Holstien, Jessica

Sent: To: Wednesday, February 23, 2022 9:22 AM Guzman, Melissa; Williams, Cherilyn

Subject:

RE: Public Records Request - Riverside County

Attachments:

Invoice_6129_Riverside.pdf; Consortium Invoice Overview_final.pdf; SB 823 County Collaboration Consortium - AGENDA Mar 31 2021.pdf; SB 823 workgroup roster-charge-framework Mar 2021.pdf; SB 823 exec summary at a glance.pdf; SB 823 Pop Overview and Local Planning.pptx; Consortium

FAQs Mar 29 2021_FV.PDF; SB 823 consortium principles - FINAL June 2021.pdf

Good Morning Melissa,

Please see attached invoice 6129 and Invoice Overview which was paid by Probation on 8/17/2021 with voucher #143166. Also attached is the documents provided by CPOC as it related to the SB 823 County Collaboration Consortium Joint Work Group.

At this time this is all that I have received as it relates to the Consortium.

Jessica Holstien, MBA Admin Services Manager III Riverside County Probation Department



Our Mission: Serving Courts - Protecting Our Community - Changing Lives



From: Holstien, Jessica

Sent: Monday, February 21, 2022 3:27 PM

To: Guzman, Melissa Williams, Cherilyn

Subject: RE: Public Records Request - Riverside County

Hi Cherilyn,

| Sum of Amount | | | | | | · · · · · · · · · · · · · · · · · · · | Year | |
|------------------|---------------------|---------------------------|-----------|---------|-------------|---------------------------------------|------------|-------------|
| Dept | Neme trivolo | Voucher | Date | Account | Descr | Descr2 | 2022 | Grand Total |
| 2600700000 | Chief Prob 6129 | 00143166 | 8/17/2021 | 523100 | Memberships | Member Dues | 22,522.51 | 22,522.51 |
| , | Chief Probation Off | icers of California Total | | | · · | | 22,522.51 | 22,522.51 |
| 2600700000 Total | | | | | | , | 22,522.51 | 22,522.51 |
| Grand Total | | 100 | | | | | '22,522.51 | 22,522.51 |

Chief Probation Officers of Celifornia Foundation

1415 L Street, Suito 780 Sacramento, CA 95814

INVOICE

BILL TO Riverside County 3960 Orange Street, Suits 600 Riverside, CA 92501

DATE 08/17/2021

ACTIVITY OFY RATE AMOUNT

Initial Consentum Membership Fee 1 22.522.51 22.522.51
2021-2022 BALANCE DUE \$22,522.51

Exhibit F7

Chief Probation Officers of California Foundation

1415 L Street, Suite 780 Sacramento, CA 95814 whitnee@cpoc.org

INVOICE

BILL TO

County of San Bernardino 175 West Fifth Street San Bernardino, CA 92415 INVOICE # 6132 **DATE 08/17/2021 DUE DATE 10/01/2021**

Initial Consortium Membership Fee

2021-2022

35,538.68

BALANCE DUE

\$35,538.68

DOC#1901068448 8/26

4617701000 100/21 Gc#52002075

FP 374515

| Cleared/open | Account | Decument | Decument Number | Reference | Document Data | Posting Date | | | Clearing Document | Clearing date | Check number from | Text |
|--|----------|----------|--------------------------|--------------|------------------------|------------------------|-----------|-------|--------------------------|---------------|--------------------------|--|
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| 1.2 | | | | 1 | | | cintency | ency. | | | 1.70 | |
| | 10008593 | KR | 1900022348 | 2326 | 10/3/2017 | 11/2/2017 | -395.00 | USD | 2000109556 | 11/9/2017 | 8000013544 | Chief Brown |
| តី | | ZP | 2000109556 | 2020 | 11/8/2017 | 11/8/2017 | | | 2000109556 | | 8000013544 | · |
| <u> </u> | | KR | 1900095969 | 2813 | 2/9/2018 | | | | 2000419835 | | 8000064464 | CPOC - CCR Conference April 16-17, 2018 |
| a . | 10008593 | ZP | 2000419835 | | 2/21/2018 | 2/21/2018 | 1,200.00 | USD | 2000419835 | 2/21/2018 | 8000064464 | • • |
| | 10008593 | KR | 1900107032 | 2752 | 12/18/2017 | 2/22/2018 | -2,850.00 | USD | 2000447584 | 3/2/2018 | 8000069566 | To pay invoice# 2752 |
| <u>d</u> | 10008593 | ZP | 2000447584 | | 3/2/2018 | 3/2/2018 | 2,850.00 | USD | 2000447584 | 3/2/2018 | 8000069566 | |
| <u>P</u> | 10008593 | KR | 1900131837 | XLN2S66NX6T | 3/22/2018 | 3/22/2018 | -150.00 | USD | 2000556226 | 4/6/2018 | 8000085141 | Parnership for CCR Success - Dianne Wolkenhauer |
| 므 | | KR | 1900131846 | NFN2KKYNJRS | | 3/22/2018 | | | 2000556226 | | 8000085141 | Partnership for CCR Success - Allison Cunningham |
| <u> </u> | | KR | 1900131857 | DXN634683QV | 3/22/2018 | 3/22/2018 | | | 2000556226 | | 8000085141 | Partnership for CCR Success - Deborah Donnelly |
| 픠 | | ZP | 2000556226 | | 4/6/2018 | 4/6/2018 | | | 2000556226 | | 8000085141 | |
| 띒 | | KR | 1900138798 | 3015 | 4/2/2018 | | | | 2000560844 | | 8000086274 | |
| 뷝 | | ZP | 2000560844 | | 4/9/2018 | 4/9/2018 | | | 2000560844 | | 8000086274 | |
| 믦 | | KR | 1900143181 | 3011 | 3/28/2016 | 4/6/2016 | | | 2000578320 | | 8000089448 | |
| <u>의</u> 회 | | ZP KR | 200057B320 | 2002 | 4/13/2018 | 4/13/2018 4/24/2018 | | | 2000578320 2000624433 | | 8000089448 | According to the American American |
| 틺 | | ZP | 1900154901 2000624433 | 3063 | 4/23/2016 4/30/2018 | 4/30/2018 | | | 2000624433 | | 8000096605 8000096605 | Amy Newcomb & Bobby Wheeler |
| តី | | KR | 1900181380 | 2974 | 3/23/2018 | 5/22/2018 | | | 2000739738 | | 8000118678 | |
| 育 | | KR | 1900181382 | 2975 | 3/23/2018 | 5/22/2018 | | | 2000739738 | | 8000118678 | |
| 盲 | | ZP | 2000739738 | | 6/4/2018 | 6/4/2018 | | | 2000739738 | | 8000118678 | |
| <u>ল</u> | | KR | 1900189715 | 3121 | 5/31/2018 | 6/1/2018 | | | 2000764890 | | 8000123493 | |
| ត | | ZP | 2000764890 | | 6/12/2018 | 6/12/2018 | | | 2000764890 | | 8000123493 | |
| <u> </u> | | KR | 1900255450 | 2729 | 11/6/2017 | 8/23/2018 | | | 2001009500 | | 8000166396 | Oct 19-20, 2017 Juy Realigment Conf |
| Đ | 10008593 | KR | 1900255458 | 3195 | 8/20/2018 | 8/23/2018 | | USD | 2001009500 | 8/31/2018 | 8000166398 | CCR Advanced Practice J. Villa 9-14-18 |
| Đ | 10008593 | KR | 1900255457 | 2739 | 11/9/2017 | 8/23/2018 | -80.00 | USD | 2001009500 | 8/31/2018 | 8000166398 | Target Foster Parent Rec Training N. Scarano |
| Ð | 10008593 | KR | 1900255459 | 3173 | 5/30/2018 | 8/23/2018 | -115.00 | USD | 2001009500 | 8/31/2018 | 8000166398 | Navigating Calculating Credits J. Preciado |
| Ð | 10008593 | ZP | 2001009500 | | 8/31/2018 | 6/31/2016 | 685,00 | USD | 2001009500 | 8/31/2018 | 8000166398 | |
| <u>D</u> | | KR | 1900260698 | 2765 | 12/18/2017 | 8/30/2018 | | | 2001032452 | | 8000169335 | CCR Advanced Training 12/14-15/17 |
| 흴 | | ZP | 2001032452 | | 9/10/2018 | 9/10/2016 | | | 2001032452 | | 8000169335 | |
| | | ZP | 2001312897 | | 12/10/2018 | 12/10/2018 | | | 2001312897 | | 8000213357 | |
| 밀 | | KR | 1900313376 | 3282 | 11/7/2018 | 11/19/2018 | | | 2001312897 | | 8000213357 | CCR Advanced Training 11/5/18 |
| 뵖 | | KR | 1900345492 | 3329 | 1/3/2019 | 1/3/2019 | | | 2001408004 | | 8000228104 | MLA Feb _Mar 19 Joe Bakunas |
| 릥 | | ZP | 2001408004 | 0022 | 1/11/2019 | 1/11/2019 | | | 2001408004 | | 8000228104 | Towns Contra Board Consultance Touleins |
| 틺 | | KR ZP | 1900353116 2001435632 | 3355 | 1/11/2019 1/18/2019 | 1/11/2019 1/18/2019 | | | 2001435632 2001435632 | | 8000234656 8000234656 | Target Foster Parent Recruitment Training |
| 릚 | | KR | 1900359337 | 3382 | 1/15/2019 | 1/16/2019 | | | 2001433632 | | 8000236739 | MLA Macias |
| 듥 | | 219 | 2001453763 | 3302 | 1/25/2019 | 1/25/2019 | | | 2001453763 | | 8000238739 | MICA WIGGISS |
| 듦 | | KR | 1900350935 | CCR-GLASGO | 1/9/2019 | 1/9/2019 | | | 2001466957 | | 8000239890 | What Lies AheadCCR in 2019 and Beyond |
| ট্ | | ZP | 2001466957 | 2211-02-0301 | 1/30/2019 | 1/30/2019 | | | 2001466957 | | 6000239890 | and the same of the properties and the same transfer of the same same same same same same same sam |
| គ | | KR | 1900366836 | 3385 | 1/23/2019 | 1/29/2019 | | | 2001480182 | | 6000241790 | SLA Training Tehama 19 Audey Brooks |
| Ð | | ZP | 2001480182 | | 2/4/2019 | 2/4/2019 | | | 2001480182 | | 6000241790 | , |
| D | 10008593 | KR | 1900369959 | 3374 | 1/14/2019 | 2/1/2019 | | | 2001487697 | 2/5/2019 | 8000242067 | Implementation Overview of New Lews J Ville |
| Ð | 10008593 | ZP | 2001487697 | | 2/5/2019 | 2/5/2019 | 50,00 | USD | 2001487697 | 2/5/2019 | 6000242087 | |
| قطواوله و معامله و م | 10008593 | KR | 1900373426 | 3397 | 1/30/2019 | 2/8/2019 | -160,00 | USD | 2001505366 | 2/12/2019 | 8000245211 | Target Foster Parent Training 9/26/18 |
| Ð | 10008593 | ZP | 2001505366 | | 2/12/2019 | 2/12/2019 | 160.00 | usp | 2001505366 | | 8000245211 | , |
| D | 10008593 | KR | 1900406937 | 3478 | 3/25/2019 | 3/25/2019 | -225.00 | USD | 2001662169 | 3/29/2019 | 8000267039 | Timothy Hougen CCR Conference Fee 6/20/19-8/21/19 |
| Ð | | ZP | 2001662169 | | 3/29/2019 | 3/29/2019 | | | 2001662169 | | 8000267039 | |
| 팊 | | KR . | 1900461550 | 3604 | 5/23/2019 | 5/30/2019 | | | 2001888307 | | 8000304223 | CCR Conf 6/20-21 Judy Potroff |
| 믝 | | KR | 1900461552 | 3629 | 5/30/2019 | 5/30/2019 | | | 2001888307 | | 8000304223 | CCR Conf Ed Barry June 20-21 |
| 븩 | | ZP | 2001888307 | | 6/5/2019 | 6/5/2019 | | | 2001888307 | | 8000304223 | |
| 틝 | | KR | 1900465074 | 3622 | 6/4/2019 | 6/4/2019 | | | 2001896569 | | 8000305987 | MLA Aug-Spet 2019 Kim Epps |
| 삅 | | ZP | 2001896569 | | 6/7/2019 | 6/7/2019 | | | 2001896569 | | 8000305987 | 000 0 - 4 · · · · |
| 崩 | | KR | 1900503448 | 3700 | 6/30/2019 | 8/15/2019 | | | 2002085766 | | 8000337805 | CCR Conference June20-21 8 employees |
| 티 | | ZP | 2002085766 | **** | 8/16/2019 | 8/18/2019 | | | 2002085766 | | 8000337805 | All & Teclains for Dephalies 2021 |
| 띎 | | KR | 1901065547 | 6028 | 7/27/2021 | 8/23/2021 | | | 2004140223 | | 8000727148 | MLA Training for Probation 2021 |
| 衞 | | ZP VB | 2004140223 | 6122 | 8/24/2021 | 8/24/2021 | | | 2004140223 | | 8000727148 8000729464 | FP374515 |
| 뒭 | | KR ZP | 1901068448 2004157717 | 6132 | 8/17/2021 8/31/2021 | 8/28/2021 8/31/2021 | | | 2004157717 2004157717 | | 8000729464 | FFS/4013 |
| | 10000383 | | 2007101111 | | 0/3/1/2021 | | 33,330.00 | | | | 4000729404 | [6:1] The second |

Exhibit F8

Chief Probation Officers of California Foundation

1415 L Street, Suite 780 Sacramento, CA 95814 whitnee@cpoc.org

INVOICE

BILL TO

County of Santa Clara 840 Guadalupe Parkway San Jose, CA 95110

INVOICE # 6139 **DATE** 08/17/2021 **DUE DATE 10/01/2021**

| ACTIVITY | QTY | RATÉ | AMOUNT |
|--|-------------|-----------|-------------|
| Initial Consortium Membership Fee 2021-2022 | 1 | 13,657.40 | 13,657.40 |
| <u></u> | BALANCE DUE | | \$13.657.40 |

Exhibit F9

Chief Probation Officers of California Foundation

1415 L Street, Suite 780 Sacramento, CA 95814 whitnee@cpoc.org

INVOICE

BILL TO
Tehama County Probation
P.O. Box 99
Red Bluff, CA 96080

INVOICE # 6150

DATE 08/17/2021

DUE DATE 10/01/2021

| ACTIVITY | QŤY | RATE | AMOUNT |
|--|-------------|----------|------------|
| Initial Consortium Membership Fee 2021-2022 | 1 | 2,500.00 | 2,500.00 |
| | BALANCE DUE | | \$2.500.00 |

Exhibit G

TEHAMA COUNTY BOARD OF SUPERVISORS

William Moule, District 1
Candy Carlson, District 2, Vice-Chair
Dennis Garton, District 3, Chairman
Bob Williams, District 4
John Leach, District 5



Williams Goodwin Chief Administrator

Margaret Long Interim County Counsel

> Jennifer A. Vise Clerk of the Board (530) 527-3287

Board Chambers
727 Oak Street, Red Bluff, CA 96080
(530) 527-4655
http://www.co.tehama.ca.us

MINUTES FOR TUESDAY, NOVEMBER 16, 2021

The Board of Supervisors of the County of Tehama met in regular session at 8:30 a.m. on Tuesday, November 16, 2021 with the following Board members present: Supervisors Bob Williams, Dennis Garton, Candy Carlson, John Leach and Bill Moule.

8:30 A.M. PUBLIC COMMENT - None.

8:35 A.M. CONVENED in Closed Session.

9:37 A.M. RECESS to convene in Regular Session at 10:00 A.M.

10:00 A.M. CONVENED in Regular Session.

Chairman Dennis Garton presided. Present in chambers were Clerk of the Board Jennifer Vise by Deputy Tabetha OQuinn, Interim County Counsel Margaret Long by Deputy Daniel Klausner, and Chief Administrator Williams Goodwin.

10:00 AM CALL TO ORDER / PLEDGE OF ALLEGIANCE

PUBLIC COMMENT

Scott Camp led a prayer.

Jenny Alexander thanked County staff for answering her questions and stated she was able to obtain answers from all departments with the exception of Social Services prior to the meeting. Mrs. Alexander inquired about items requested by Supervisor Carlson being left off the agenda and inconsistencies in the process that appear to be unfair.

Tom Moller spoke of comments made in the previous meeting and spoke of inflation.

John Prinz spoke of abuse concerns regarding his grandson.

Liz Merry responded to Tom Moller's comments regarding global warming in the previous meeting. Mrs. Merry suggested moving the microphone at the podium forward and cited difficulty for shorter speakers to reach the microphone to be heard clearly.

Supervisor Carlson provided a reminder of the Town Hall meetings for November and December being cancelled.

ANNOUNCEMENT OF AGENDA CORRECTIONS

Clerk announced item #14 would be pulled from consent to the regular agenda. She stated consent item #17 and regular items #24 and #25 have been pulled by the departments and will be brought back at a later date.

REPORTABLE ACTIONS FROM CLOSED SESSION

Deputy County Counsel Daniel Klausner stated there were no reportable actions from the morning session and announced items #3 and #4 would be carried until the end of the meeting.

BOARD MATTERS - None.

ANNOUNCEMENTS BY COUNTY DEPARTMENTS

Health Services Agency Executive Director Jayme Bottke provided an update of current COVID statistics for Tehama County including current case rates, total deaths, and hospital status. Mrs. Bottke provided information of vaccination and testing resources available and stated Health Services will be providing vaccines for COVID and the flu at the LIFT Tehama event to be held on 11/19/21 at the fairgrounds.

Chief Administrator Williams Goodwin stated the update for the jail project will be brought to the Board on 12/14/21 as soon as all information can be obtained.

Public Works Director James Simon stated he is working on information to bring updates to the 12/7/21 meeting in response to requests from the Board.

CONSENT AGENDA

RESULT:

ADOPTED [UNANIMOUS]

MOVER:

Bob Williams, Supervisor - District 4

SECONDER: Bill Moule, Supervisor - District 1

AYES:

Moule, Leach, Garton, Williams, Carlson

- 7. GENERAL WARRANT REGISTER October 24-31, 2021.
- 8. Auditor's Claim
 - a) Public Defender, 53221, John Hupka \$4,700.

Page 2 of 14

9. ADMINISTRATION / PURCHASING

- a) Declare the following vehicles to be surplus County property:
 - Fire Dept. 1978 Freightliner, VIN # CB113HP140164; County Inventory #19126. Stock #13C09.
 - 2) Fire Dept 1985 Van Pelt Fire Engine, VIN #1GDP7D1YGV502412; County Inventory #13231; Stock #05C09.
- b) Authorize Administration/Purchasing to dispose of the property in the manner that provides the highest possible return to the County.

10.DEPARTMENT OF AGRICULTURE / DIVISION OF ANIMAL SERVICES

a) TRANSFER OF FUNDS: ANIMAL SERVICES, - B-16 From Misc. Grants (2078-466081) to Contingency (1109-59000), \$5,417; and From Contingency (1109-59000) to Internal Assets (2078-53800), \$3,279,76; and to Special Dept, Expense (2078-53280), \$2,137.24. (Requires 4/5's vote)

11.DEPARTMENT OF AGRICULTURE / DIVISION OF ANIMAL SERVICES

 a) TRANSFER OF FUNDS: ANIMAL SERVICES. - B-17 - From Misc. Grants (2078-466081) to Contingency (1109-59000), \$3,000; and From Contingency (1109-59000) to Medical (2078-53190), \$2,704.09; and to Special Dept. Expense (2078-53280), \$295.91. (Requires 4/5's vote)

12.FIRE DEPARTMENT

- a) Acceptance of grant funding in the amount of \$20,000 through the California Department of Forestry Volunteer Fire Assistance Grant to be used for the purchase of structure coats and pants.
- b) AGREEMENT / RESOLUTION NO. 2021-114 Adoption of a resolution approving and authorizing the Fire Chief to execute Grant Agreement #7GF21133 with the Department of Forestry and Fire Protection relative to disbursement of Rural Fire Capacity funds in the amount of \$20,000, effective upon the last signatory date and continue through 6/30/22.

(Miscellaneous Agreement #2021-290)

13.HEALTH SERVICES AGENCY / ADMINISTRATION

 a) AGREEMENT - Approval and authorization for the Executive Director to sign Amendment #1 with the County Medical Services Program (CMSP) Governing Board Health Systems Development Grant (HSG) Program (Misc. Agree, #2019-237) in the amount of \$300,000, thereby extending the term of the agreement to 9/30/23.

(Miscellaneous Agreement #2021-291)

15.HEALTH SERVICES AGENCY / MENTAL HEALTH

 a) AGREEMENT - Approval and authorization for the Executive Director to sign the agreement with BHC Sierra Vista Hospital, Inc. for the purpose of providing psychiatric inpatient services for the rates as listed in Exhibit A with maximum compensation not to exceed \$250,000 in any one fiscal year, effective 7/1/20 and terminate on 6/30/23. (subject to receipt of required insurance documentation) (Miscellaneous Agreement #2021-293)

Page 3 of 14

16 HEALTH SERVICES AGENCY / DRUG & ALCOHOL

a) AGREEMENT - Approval and authorization for the Executive Director to sign the agreement with the City of Corning for the purpose of supplying one FTE Drug & Alcohol Counselor for Substance Use Disorder Support Services for the RESTORE program with maximum compensation not to exceed \$210,317, effective 8/16/20 and shall terminate 12/31/22.

(Miscellaneous Agreement #2021-294)

17.PROBATION DEPARTMENT (Pulled by Department)

a) AGREEMENT - Approval and authorization for Chief Probation Officer Richard Muench to sign the agreement with Maximus to use the workspace at the Los Molinos Center effective 8/17/21 and shall continue so long as Maximus holds the HCO contract. (Miscellaneous Agreement #2021-295)

18.SHERIFF'S DEPARTMENT

a) AGREEMENT - Approval and authorization for the Chairman to sign the Agreement with Black Creek Integrated Systems Corporation for the provision of software support of the SallyPort CA Booking and Inmate Management System for an allinclusive flat fee of \$36,193.00, effective 1/1/22 and shall terminate on 12/31/22. (Miscellaneous Agreement #2021-296)

REGULAR AGENDA

14.HEALTH SERVICES AGENCY / DRUG & ALCOHOL

a) AGREEMENT - Approval and authorization for the Executive Director to sign the Amendment #20-10204 A01 to the agreement with the Department of Health Care Services (DHCS) for Substance Use Disorder (SUD) services funding (Misc. Agree. #2020-361) in the amount of \$6,427,350, effective 7/1/20 through 6/30/23. (Miscellaneous Agreement #2021-292)

Health Services Agency Executive Director Jayme Bottke stated an amendment had been received for this agreement and explained the changes in this amendment.

RESULT: APPROVED [UNANIMOUS]

MOVER: Candy Carlson, Supervisor - District 2
SECONDER: John Leach, Supervisor - District 5

AYES: Moule, Leach, Garton, Williams, Carlson

19. TEHAMA COUNTY FISH & GAME COMMISSION

 a) TRANSFER OF FUNDS: FISH AND GAME COMMISSION, B-21 - Fish & Game Fund, From Fund Balance Available (104-301900) to Contingency (2076-59000), \$12,000; From Contingency (2076-59000) to Contribution to Other Agencies (2076-55520), \$12,000 (Requires 4/5's vote)

Fish and Game Commission Chairman Phil Warner reviewed the item and spoke of educational programs available including this project.

Page 4 of 14

Outreach Education Manager Brin Greer spoke of the complimentary aspects of this project in conjunction with other efforts being made by the Resource Conservation District at this time.

RESULT:

APPROVED [UNANIMOUS]

MOVER:

Bill Moule, Supervisor - District 1 SECONDER: John Leach, Supervisor - District 5

AYES:

Moule, Leach, Garton, Williams, Carlson

b) AGREEMENT - Approval and authorization for the Chairman to sign the Agreement with The Resource Conservation District of Tehama County for the East Sand Slough Restoration and Youth Engagement Project in an amount of \$12,000 (Miscellaneous Agreement #2021-297)

RESULT:

APPROVED [UNANIMOUS]

MOVER:

Bill Moule, Supervisor - District 1

SECONDER: John Leach, Supervisor - District 5

AYES:

Moule, Leach, Garton, Williams, Carlson

20.PUBLIC WORKS

a) INFORMATIONAL PRESENTATION - Regarding the petition to vacate a portion of Battle Creek Avenue.

County Surveyor Will Pike reviewed the history of the request to vacate a portion of Battle Creek Avenue. Mr. Pike explained the petitioner of this request has withdrawn his application and requests no further action be taken.

21.PLANNING DEPARTMENT

a) Public Hearing - Conduct a public hearing to consider the Tehama County Zoning Code Amendment; Chapters 17.08.010(G), 17.08.040(A), 17.70.025 and 17.71 Communication Facilities, Rezone #21-02.

Chairman Garton opened the Public Hearing at 10:30 a.m.

Interim Planning Director Scot Timboe reviewed the interest in rezoning and efforts of staff to bring this to the Board. Mr. Timboe stated staff have used models from counties to the north of Tehama County while drafting this ordinance.

Louise Wilkinson spoke in support of this ordinance.

Tom Moller asked if these towers will need electricity to function and spoke of limited access during power outages.

Chairman Garton closed the Public Hearing at 10:42 a.m.

b) Find that Rezone #21-02 is Exempt from CEQA pursuant to CEQA Guidelines §15061(b)(3).

RESULT: APPROVED [UNANIMOUS]

MOVER: John Leach, Supervisor - District 5 SECONDER: Bill Moule, Supervisor - District 1

AYES: Moule, Leach, Garton, Williams, Carlson

 Adopt the findings relative to the Project (Rezone #21-02; Text Amendment), as contained in the Staff Report.

RESULT: APPROVED [UNANIMOUS]

MOVER: John Leach, Supervisor - District 5 SECONDER: Bill Moule, Supervisor - District 1

AYES: Moule, Leach, Garton, Williams, Carlson

d) Ordinance No. 2113 - Adoption of an Ordinance amending the Tehama County Zoning Code Chapters 17.08.010(G), 17.08.040(A), 17.70.025 and 17.71 Communication Facilities.

1) Waive the reading.

RESULT: APPROVED [UNANIMOUS]

MOVER: John Leach, Supervisor - District 5 SECONDER: Bill Moule, Supervisor - District 1

AYES: Moule, Leach, Garton, Williams, Carlson

2) Accept the introduction.

RESULT: APPROVED [UNANIMOUS]

MOVER: John Leach, Supervisor - District 5 SECONDER: Bill Moule, Supervisor - District 1

AYES:

Moule, Leach, Garton, Williams, Carlson

3) Adopt the ordinance.

RESULT: APPROVED [UNANIMOUS]

MOVER: John Leach, Supervisor - District 5

SECONDER: Bill Moule, Supervisor - District 1

Moule, Leach, Garton, Williams, Carlson

22. PUBLIC GUARDIAN

a) OTHER THAN "A" STEP - Approval to appoint an individual as Chief Deputy Public Guardian/Public Administrator, Range 78, Step D, effective after all pre-employment requirements have been met.

Following comments;

Page 6 of 14

RESULT: APPROVED [UNANIMOUS]

MOVER: Candy Carlson, Supervisor - District 2
SECONDER: Bob Williams, Supervisor - District 4

AYES: Moule, Leach, Garton, Williams, Carlson

23.SOCIAL SERVICES / PERSONNEL

a) Approval of a new classification specification for Social Services Personnel Analyst, effective 11/16/21.

RESULT: APPROVED [UNANIMOUS]

MOVER: John Leach, Supervisor - District 5
SECONDER: Bob Williams, Supervisor - District 4

AYES: Moule, Leach, Garton, Williams, Carlson

b) RESOLUTION NO. 2021-115 - Adoption of a resolution amending the FY 21/22 Position Allocation List (PAL), Resolution No. 2021-72 by adding one (1.00) Social Services Personnel Analyst effective 11/16/21 and deleting one (1.00) Personnel Assistant (Merit Systems) effective 1/1/22.

RESULT: APPROVED (UNANIMOUS)

MOVER: John Leach, Supervisor - District 5
SECONDER: Bob Williams, Supervisor - District 4

AYES: Moule, Leach, Garton, Williams, Carlson

24.TEHAMA COUNTY SOLID WASTE MANAGEMENT AGENCY (Pulled by Department)

a) RESOLUTION NO. 2021-116 - Request adoption of a Resolution adopting a Recovered Organic Waste Product Procurement Policy

25.TEHAMA COUNTY SOLID WASTE MANAGEMENT AGENCY (Pulled by Department)

- a) ORDINANCE NO. 2114 Request adoption of an Ordinance of the Board of Supervisors of the County of Tohama adopting Chapter 9.44 of the Tehama County Code pertaining to mandatory organic waste disposal reduction within the unincorporated areas of the County of Tehama
 - 1) Waive the Reading
 - 2) -Accept the Introduction

26.HEALTH SERVICES AGENCY / PURCHASING

a) Adoption of findings, as set forth in the attachment that it is necessary to proceed immediately with the plumbing repairs and cleanup of the Tehama County Health Services Agency Clinic, 1850 Walnut Street, Red Bluff, pursuant to Public Contract Code 20134, to ensure public health and safety, and continued County operations and services.

RESULT: APPROVED [UNANIMOUS]

MOVER: Bob Williams, Supervisor - District 4
SECONDER: John Leach, Supervisor - District 5

Page 7 of 14

AYES:

Moule, Leach, Garton, Williams, Carlson

 b) Authorization for the Purchasing Agent to negotiate with a licensed contractor for immediate plumbing repairs and cleanup, up to a maximum contract amount of \$12,000; and further authorization to sign all necessary documents.

(Miscellaneous Agreement #2021-280)

RESULT:

APPROVED [UNANIMOUS]

MOVER:

Bob Williams, Supervisor - District 4

SECONDER: John Leach, Supervisor - District 5

AYES:

Moule, Leach, Garton, Williams, Carlson

 Adoption of findings, as set forth in the attachment that it is necessary to proceed immediately with the HVAC replacement of the Tehama County Health Services Agency Clinic, 1850 Walnut Street, Red Bluff, pursuant to Public Contract Code 20134, to ensure public health and safety, and continued County operations and services.

RESULT:

APPROVED [UNANIMOUS]

MOVER:

Bob Williams, Supervisor - District 4 **SECONDER:** John Leach, Supervisor - District 5

AYES:

Moule, Leach, Garton, Williams, Carlson

d) TRANSFER OF FUNDS - B-20 - From VLF Health Realignment (40251-450421) to Maintenance of Structure (40251-53180), \$10,000; thereby revising the Adopted Budget pursuant to Government Code section 29064, subdivision (b)(1). (Requires 4/5's vote)

RESULT:

APPROVED [UNANIMOUS]

MOVER:

Bob Williams, Supervisor - District 4

SECONDER: John Leach, Supervisor - District 5

AYES:

Moule, Leach, Garton, Williams, Carlson

 e) Authorization for the Purchasing Agent to negotiate with a licensed contractor for immediate HVAC replacement, up to a maximum contract amount of \$10,000; and further authorization to sign all necessary documents.

(Miscellaneous Agreement #2021-281)

RESULT:

APPROVED (UNANIMOUS)

MOVER:

Bob Williams, Supervisor - District 4

SECONDER: John Leach, Supervisor - District 5

AYES:

Moule, Leach, Garton, Williams, Carlson

27.HEALTH SERVICES AGENCY / DRUG & ALCOHOL

a) OTHER THAN "A" STEP - Approval to appoint an individual as an Office Assistant III, Range 48, Step D, effective after all pre-employment requirements have been met.

Page 8 of 14

Following comments:

RESULT: APPROVED [UNANIMOUS]

MOVER: John Leach, Supervisor - District 5

SECONDER: Bill Moule, District 1

AYES: Moule, Leach, Garton, Williams, Carlson

28.SHERIFF'S DEPARTMENT / PURCHASING

 a) Approval of specifications for ten (10) new Panasonic Toughbook laptops and accessories to be utilized by the Red Bluff Police Department.

RESULT: APPROVED [UNANIMOUS]

MOVER: Candy Carlson, Supervisor - District 2
SECONDER: John Leach, Supervisor - District 5

AYES: Moule, Leach, Garton, Williams, Carlson

b) Authorization for the Purchasing Department to solicit bids for ten (10) new Panasonic Toughbook laptops and accessories with bid opening set for 3:00 pm on November 29, 2021 at the Administrative Office, 727 Oak Street, Rm. 202, Red Bluff CA.

RESULT: APPROVED [UNANIMOUS]

MOVER: Candy Carlson, Supervisor - District 2
SECONDER: John Leach, Supervisor - District 5

AYES: Moule, Leach, Garton, Williams, Carlson

29.DEPARTMENT OF CHILD SUPPORT SERVICES / PERSONNEL

a) RESOLUTION NO. 2021-117 - Adoption of a resolution amending the FY 21/22 Position Allocation List (PAL), Resolution No. 2021-72 by deleting one (1.00) Child Support Attorney I/II/III and adding one (1.00) Child Support Attorney I/II/III/IV, effective 11/16/21.

Child Support Services Director Tonya Moore explained the role of this attorney position within the department and the need to include the option for a Child Support Attorney IV within this classification.

RESULT: APPROVED [UNANIMOUS]

MOVER: Bob Williams, Supervisor - District 4

SECONDER: Candy Carlson, Supervisor - District 2

AYES: Moule, Leach, Garton, Williams, Carlson

30.CHILD SUPPORT SERVICES

a) Approval for out-of-state travel for Director Tonya Moore to travel to Washington, D.C. to attend the 2022 National Child Support Enforcement Association (NCSEA) Policy Forum 2/3/22 through 2/5/22. RESULT: APPROVED [UNANIMOUS]

MOVER: John Leach, Supervisor - District 5

SECONDER: Candy Carlson, Supervisor - District 2

AYES: Moule, Leach, Garton, Williams, Carlson

31.DEPARTMENT OF AGRICULTURE / DIVISION OF ANIMAL SERVICES

a) RESOLUTION NO. 2021-118 - Adoption of a resolution authorizing modification of hours open to the public for the Department of Agriculture, Division of Animal Services as follows:

Saturday, December 25, 2021 - Closed

RESULT: APPROVED [UNANIMOUS]

MOVER: Bob Williams, Supervisor - District 4

SECONDER: Candy Carlson, Supervisor - District 2

AYES: Moule, Leach, Garton, Williams, Carlson

32.DEPARTMENT OF AGRICULTURE / DIVISION OF ANIMAL SERVICES

a) AGREEMENT - Approval and authorization for the Director of Animal Services to sign by electronic submission the Agreement to participate in the PetCareNow Shelter support Program, to be effective upon electronic submission and with automatic annual renewal until termination.

(Miscellaneous Agreement #2021-298)

RESULT: APPROVED [UNANIMOUS]

MOVER: Candy Carlson, Supervisor - District 2

SECONDER: John Leach, Supervisor - District 5

AYES: Moule, Leach, Garton, Williams, Carlson

33.PROBATION DEPARTMENT

a) AGREEMENT - Approval and authorization for the Chairman to sign the Amendment with the Mike Shaffer (Misc. Agree. #2021-172) for the purpose of providing woodworking and cabinetry training to probationers and supervised release participants at the Tehama County woodworking and welding shop thereby increasing the rate to \$8541.66 per month, effective 10/1/21.

(Miscellaneous Agreement #2021-299)

Chief Probation Officer Richard Muench reviewed the item and explained this increase will allow the welder position to become full time.

Supervisor Williams expressed concern with no clause included to reduce the amount in the event there is no welder instructor in place. Mr. Muench stated this can be renegotiated and adjusted if this occurs in the future. Supervisor Williams stated he would like this to be included in the contract in writing.

RESULT:

APPROVED (4 TO 1)

MOVER:

Candy Carlson, Supervisor - District 2

SECONDER: John Leach, Supervisor - District 5

AYES:

Moule, Leach, Garton, Carlson

NAYS:

Williams

34.PROBATION DEPARTMENT

a) TRANSFER OF FUNDS: PROBATION, B-19 - From Public Safety (106-301900) to Contingency (2002-59000), \$19,920; and From Contingency (2002-59000) to Equipment (2036-57600), \$19,920. (Requires 4/5's vote)

Following comments:

RESULT:

APPROVED IUNANIMOUSI

MOVER: John Leach, Supervisor - District 5

SECONDER: Candy Carlson, Supervisor - District 2

Moule, Leach, Garton, Williams, Carlson

35. PROBATION DEPARTMENT

a) INFORMATIONAL PRESENTATION - On the proposed new program in response to SB 823 regarding new program cost and funding.

Chief Probation Officer Richard Muench reviewed the presentation and budget overview as included in the Board packet.

Supervisor Williams requested the contracts include a fair and equitable cost for each county based on the average number of youth served in each county annually, including all costs of each beds per county regardless if filled.

Supervisor Carlson spoke of the increased services being provided to each youth being used to calculate the cost to each county of residence per bed.

b) Approval of attached Secure Track plan for submission to the State Office of Youth and Community Restoration. (OYCR)

RESULT:

APPROVED [UNANIMOUS]

MOVER:

Candy Carlson, Supervisor - District 2

SECONDER: John Leach, Supervisor - District 5

AYES:

Moule, Leach, Garton, Williams, Carlson

 Authorization for the Chief Probation Officer to negotiate amending the contracts for the six counties with current contracts for Juvenile Detention Facility housing services, with contracts coming back to the Board for approval at a future meeting.

RESULT:

APPROVED [UNANIMOUS]

MOVER:

Candy Carlson, Supervisor - District 2 SECONDER: John Leach, Supervisor - District 5

AYES:

Moule, Leach, Garton, Williams, Carlson

d) Approval and authorization from the Board of Supervisors for Tehama County Chief Probation Officer to join the Chief Probation Officers of California (CPOC) consortium.

RESULT:

APPROVED [UNANIMOUS]

MOVER:

Candy Carlson, Supervisor - District 2

SECONDER: John Leach, Supervisor - District 5

AYES:

Moule, Leach, Garton, Williams, Carlson

 RESOLUTION NO. 2021-119 - Adoption of a resolution amending the FY 21/22 Position Allocation List (PAL), Resolution No. 2021-72 by adding seven (7.00) Juvenile Detention Facility Counselor I/II allocations and one (1.00) Supervising Juvenile Detention Facility Counselor allocation, effective 11/16/21.

Following comments;

RESULT:

APPROVED 14 TO 11

MOVER:

Candy Carlson, Supervisor - District 2

SECONDER: John Leach, Supervisor - District 5

AYES:

Moule, Leach, Garton, Carlson

NAYS:

Williams

f) TRANSFER OF FUNDS: PROBATION, B-22 - From Juvenile Justice Block Grant (576-597205) \$357,132 to Contingency (2002-59000), \$357,132; and From Contingency (2002-59000) to Salary & Benefit (2036-51010), \$152,517, Pers (2036-51020), \$28,734, OASDI (2036-51021), \$11,761, Group Ins (2036-51030), \$26,315. Unemployment Insurance (2036-51031), \$305, Clothing and Personal Supplies (2036-53110), \$1,632, Communications (2036-53120), \$2,000, Food (2036-53130), \$10.000. Ins. (2036-53150), \$5,868, Maintenance of Equipment, (2036-53170), \$10,000, Office Expense (2036-53220), \$2,000, Prof. Services (2036-53230), \$100,000, and Emp. Training and Travel (2036-53290), \$6,000 (Requires 4/5's vote)

RESULT:

APPROVED [4 TO 1]

MOVER:

Candy Carlson, Supervisor - District 2

SECONDER: John Leach, Supervisor - District 5

AYES:

Moule, Leach, Garton, Carlson

NAYS:

Williams

36.ADMINISTRATION

 a) AGREEMENT - Approval and authorization for the Purchasing Agent to sign the agreement with World Telecom and Surveillance, Inc. for the purpose of designing, configuring and installing new telephone systems in the Administration and Annex

Page **12** of **14**

Buildings in the amount not to exceed \$55,523.55. (Miscellaneous Agreement #2021-300)

Following comments:

RESULT:

APPROVED [UNANIMOUS]

. MOVER:

Bob Williams, Supervisor - District 4

SECONDER: Bill Moule, Supervisor - District 1

Moule, Leach, Garton, Williams, Carlson

37.BOARD OF SUPERVISORS

 a) Approval and authorization for the Chairman to sign the letter to the Citizens Redistricting Commission in opposition to the draft proposed redistricting maps as it pertains to Tehama County.

Following comments:

RESULT: APPROVED [UNANIMOUS]

MOVER:

Bob Williams, Supervisor - District 4

SECONDER: Bill Moule, Supervisor - District 1

Moule, Leach, Garton, Williams, Carlson

12:27 P.M. RECESS to reconvene in Closed Session at 1:30 P.M.

1:30 P.M. RECONVENED in Closed Session.

3:25 P.M. RECESS to reconvene in Regular Session.

3:30 P.M. RECONVENED in Regular Session.

REPORTABLE ACTIONS FROM CLOSED SESSION

Deputy County Counsel Daniel Klausner reported staff was given direction in regards to item #3. Mr. Klausner stated for item #4 the evaluation was held.

BOARD OF SUPERVISORS STANDING AND AD HOC COMMITTEE REPORTS - RECEIVE REPORTS FROM THE FOLLOWING STANDING AND AD HOC COMMITTEES. AND DISCUSSION AND POSSIBLE DIRECTION TO THE COMMITTEES REGARDING FUTURE MEETINGS AND ACTIVITIES WITHIN EACH COMMITTEE'S ASSIGNED SCOPE:

Fire Committee (Standing) (Garton, Leach) - None.

Public Works Committee (Standing) (Williams, Leach) - None.

Strategic Plan Development Ad Hoc Committee (Carlson, Leach) - None.

Veterans Halls Ad Hoc Committee (Carlson, Leach) - None.

Park Bond Projects Ad Hoc Committee (Moule, Leach) - None.

Solid Waste Collection Ad Hoc Committee (Moule, Garton) - None.

Comp Study Ad Hoc Committee (Carlson, Leach) - None.

PERS Unfunded Liability Ad Hoc (Williams, Leach) - None.

Rescue Act Ad Hoc Committee (Williams, Leach) - None.

REPORTS OF MEETINGS ATTENDED (AB1234)

Supervisor Williams - RCRC, Rural Alliance, Golden State Natural Resources, Golden State Finance Authority, National Homebuyers Fund, Veteran's parade, Corning in the Evening, Rolling Hills for grand opening of Brewery, Paskenta Dinner, and Flood Control.

Supervisor Moule – Auditor, Veteran's breakfast, Farm City Night and Flood Control.

Supervisor Leach - Veteran's Parade, Veteran's Collaborative breakfast, and Solid Waste Executive Board.

Supervisor Carlson – Agenda review, Flood Control, Veteran's breakfast, Elder Services Coordinating Council, and Solid Waste Executive Board.

Chairman Garton - Sac Valley Quarterly Meeting, Manton Fire Safety Council, and Flood Control.

BOARD MATTERS - None.

3:36 P.M. There being no further business before the Board, the meeting was adjourned.

ATTEST: November 18, 2021.

of Supervisors

JENNIFER A. VISE, Clerk of the Board of Supervisors

Page **14** of **14**

From:

TERRITO DIGITALIDATI FREE

Sent: To: Thursday, November 11, 2021 9:54 AM Tehama County Board of Supervisors

Subject:

Agenda Items

To Whom It May Concern:

In the 11/9/21 Board meeting, 3 supervisors requested items to be placed on the agenda: Supervisor Moule asked for a CLOSED session item re: CAO; Supervisor Williams requested that his letter re: redistricting be placed on the agenda and Supervisor Carlson requested a study session regarding the way small entities such as Public Authority, Community Action Agency, etc. report to the Board. Just Supervisor Moule and Supervisor Williams' items made it onto the agenda. This is "routine" treatment that when Supervisor Carlson requests an agenda item, it does not get on the agenda at all or weeks pass before it does. This appears to be nothing more than discrimination of some kind. Additionally, the CAO has demanded "consensus" on items requested by Supervisor Carlson but I noticed he did not require "consensus" on Mr. Moule's requested item. As you know, the CAO has primary responsibility for the agenda so I believe he needs some "direction" to properly assign agenda items in a fair and consistent manner. To continue to ignore Supervisor Carlson's requested agenda item while putting Supervisor Williams and Supervisor Moule's items on the agenda is WRONG. I believe the public may need to understand this discrimination or whatever it is by way of a letter to the editor should you not wish to properly address it NOW. I hope you will simply fix this by adding Supervisor Carlson's item to the upcoming agenda because you have time to do and it is proper and respectful treatment of board members to do so. As you know, Mr. Goodwin works for the Board of Supervisors.

By law, any citizen can request that an item be placed on the agenda and I can certainly do that in public but I am going to formally request here that the MOU for the Public Authority that was approved by this board on 09/01/20 be placed on the agenda and properly amended. There is no end date, there is no contractual amount, and it violates portions of AB 1682.

Ms. Long is already aware of the issues with this MOU. This MOU is COUNTY BUSINESS that needs to be addressed.

Please respond in writing to this email.

Thank you and have a great holiday.

Jenny Alexander

From:

Eric & Jenny Alexander - immeric@digitalpathmetos

Sent:

Thursday, November 11, 2021 6:00 PM

To:

Tehama County Board of Supervisors

Subject:

Consent Agenda Items 14 and 17

To Whom It May Concern:

lam requesting that Agenda Items 14 and 17 be taken off consent for discussion by the Board and Public. I have the following questions:

- 14. How much of the \$6,427,350 is for salaries and wages vs. services?

 Does Tehama County really have substance abuse needs to the tune of \$6,427,350. I would like more information about HOW this money is spent.
- 17. This contract needs an end date. "As long as maximus holds HCO contract" does not tell us anything. Contracts without end dates should not be approved.

I would like an explanation in writing.

Thanks.

Jenny Alexander

From:

Eric & Jenny Alexander sieneric@digitalpathmeter

Sent:

Thursday, November 11, 2021 6:19 PM

To:

Tehama County Board of Supervisors

Subject:

Agenda Item 23

To Whom It May Concern: I have a few questions regarding this agenda item.

- 1. How long has the Personnel Assistant been in place in the County?
- 2. Why would you make this change prior to the comp study being completed?
- 3. You have indicated you need this individual to perform more advance duties...for the same price. How is this fair to the new employee?
- 4. We have an HR department so I do not understand why more knowledge is necessary. Please explain.
- 5. Is there more flexibility to raise the Personnel Analyst's wages as they would be in the management unit vs. Merit?

Thanks.

Jenny Alexander

From:

Eric & Jenny Alexander

Sent: To: Thursday, November 11, 2021 6:49 PM Tehama County Board of Supervisors

Subject:

Item 24: Resolution 2021-116

I understand that it is likely that the County is required to produce a resolution to comply with "state" regulation.

However, I disagree with passing such a resolution when in the backup documentation, the statement..."undetermined impact on the general fund." We should DEFINITELY KNOW the financial impact of such a resolution or we should work on an accurate resolution. Doing more research is a must. Please do not pass this without some more work.

I hope this Board of Supervisors is NOT LAZY with respect to their due diligence on this resolution. If this is, indeed a requirement by the state, this county MUST know its fiscal impact on the General Fund before saying "so move."

Jenny Alexander

From:

Eric & Jenny Alexander | Teneric & Jenny Alexander | Tener

Sent:

Thursday, November 11, 2021 7:03 PM

To:

Tehama County Board of Supervisors

Cc:

Tim Potanovic

Subject:

Item 25: Ordinance 2114

To Whom it May Concern:

This ordinance should not be passed in its current state. The ordinance also states "undetermined impact on the general fund and staff time and resources..."Before passing an ordinance, this County needs to know exactly how much this will cost.

The statement with the wording "reduction targets" seems to give this ordinance some flexibility, yet this ordinance is not written with any flexibility and this will not work in a rural county. This is OUTRAGEOUS!

What does the definition of C & D construction and demo debris mean to the single proprietary general contractor? We comply with the Green regulations issued by the Building Department which seem much less rigid than this ordinance. Forcing us to purchase bins to use on single family building sites would be interesting. Is that the intention of this ordinance? Have you considered how much money this would cost business owners or even residential customers?

The statement "Enforcement action means an action of jurisdiction to address noncompliance with ordinance...issuing administrative citations, fines, penalties or using other remedies" is PURPOSELY VAGUE and needs to be rewritten.

"Inspection" ARE YOU KIDDING ME? You can use cameras to look at my trash? This is a complete invasion of our privacy. I would say that this ordinance could have some privacy violations that should be looked at.

The use of "random inspections" so that if you just don't like someone you can harass them through trash pickup?

Environmental Health will do code enforcement on this? Are you planning on building a whole new department to handle code enforcement?

An ordinance this rigid has the potential for residential folks canceling their garbage service and hauling their own garbage to the dump or simply dumping it in vacant areas.

Can you force every homeowner/renter/etc to accept garbage service?

How much would all of this potentially cost us?

Not knowing the answers to these questions, this Board should definitely not pass something this rigid and invasive.

Finally, the penalties for noncompliance are outrageous (residential, \$50, \$100, \$250) without adequate means for appeal.

The only reason this will pass is if the 5 of you stick your heads in the sand and do no due diligence. This ordinance needs a lot of work.

I cannot that public outreach was not done much better. I personally had no idea of this horrible program until I saw this agenda and I am pretty in touch in this community.

Please consider this. This item needs to come back after an ad hoc works on it.

Jenny Alexander

From:

Eric & Jenny Alexander sienevis@dicitalpathinetax

Sent: To: Thursday, November 11, 2021 7:32 PM Tehama County Board of Supervisors

Subject:

Item 36

To Whom It May Concern:

This will be the last item I have questions about. The questions I have addressed will be asked in public if I don't get reasonable answers between now and the meeting on Tuesday.

- 1. Do we own the Annex?
- 2. If no, why are we spending money to put a new phone system in a building we don't own?
- 3. Are you planning to buy the Annex if we do not own it? With what funds, if yes?
- 4. Who authorized the RFP for the "budgeted phone system"?
- 5. "Two reps from admin, two reps from annex chose the same contractor. Please identify WHO the individuals are that stated this was "the contractor" to use because we had someone from the admin building tell us about a wonderful software program for the building department that after it was purchased was found to be a total lemon. The public deserves COMPLETE TRANSPARENCY in how this decision was arrived at and WHO made the ultimate decision as to the potential contractor.
- 6. Why have you not fully disclosed WHO the other bidders were (I saw the sheet of who signed in on the job walk) and what the other bids were? The public should see WHO bid and WHAT the numbers were and I request that you have this information available for us on the overhead at the meeting on Tuesday.
- 7. Why would you put a new phone system in when we are completely in the dark ages and don't have livestreamed meetings? How will this new phone system improve your service to us?

Jenny Alexander

This is to certify that if bearing the official seal of this office, this is a true copy of the document filed with the Tehama County Record's office.

DEC 07 2022

Jennifer A. Vise
Tehama County Clerk & Recorder
By: Deputy



Board of Supervisors Meeting Date: November 16, 2021 Prepared By: Orepa Mamea

Preparer Phone: 527-4052

Preparer Email: omamea@tcprobation.org Regular Item

PROBATION DEPARTMENT - Chief Probation Officer Richard Muench

Requested Action(s)

- a) INFORMATIONAL PRESENTATION On the proposed new program in response to SB 823 regarding new program cost and funding
- b) Request approval of attached Secure Track plan for submission to the State Office of Youth and Community Restoration (OYCR)
- c) Request authorization for the Chief Probation Officer to negotiate amending the contracts for the six counties with current contracts for Juvenile Detention Facility housing services, with contracts coming back to the Board for approval at a future meeting
- d) Request approval and authorization from the Board of Supervisors for Tehama County Chief Probation Officer to join the Chief Probation Officers of California (CPOC) consortium
- e) RESOLUTION NO. 2021-119 -Request adoption of a resolution amending the FY 21/22 Position Allocation List (PAL), Resolution No. 2021-72 by adding seven (7.00) Juvenile Detention Facility Counselor I/II allocations and one (1.00) Supervising Juvenile Detention Facility Counselor allocation, effective 11/16/21
- f) TRANSFER OF FUNDS: PROBATION, B-22 From Juvenile Justice Block Grant (576-597205) \$357,132 to Contingency (2002-59000), \$357,132; and From Contingency (2002-59000) to Salary & Benefit (2036-51010), \$152,517, Pers (2036-51020), \$28,734, OASDI (2036-51021), \$11,761, Group Ins (2036-51030), \$26,315, Unemployment Insurance (2036-51031), \$305, Clothing and Personal Supplies (2036-53110), \$1,632, Communications (2036-53120), \$2,000, Food (2036-53130), \$10,000, Ins. (2036-53150), \$5,868, Maintenance of Equipment, (2036-53170), \$10,000, Office Expense (2036-53220), \$2,000, Prof. Services (2036-53230), \$100,000, and Emp. Training and Travel (2036-53290), \$6,000 (Requires 4/5's vote)

Financial Impact:

There is no impact on the general fund. This request is anticipated to be 100% supported by increased revenue from the six counties currently doing contract business with the Tehama County Detention Facility or from Juvenile Justice Block Grant Fund (JJBGF). Additionally, as start-up costs and a buffer, until fully implemented, the Community Corrections Partnership approved the request for \$1,000,000, to be placed in the JJBGF to be drawn down if necessary, assuring no general fund impact.

(ID # 20894)

Packet Pg. 319

35

The Departmental Transaction Request was completed to transfer \$1,000,000 from Fund 561-Local Community Corrections (AB109) into Fund 576-Juvenile Hall to house secure track youth from Tehama and the six existing contract counties. A transfer request from Juvenile Justice Block Grant (576-597205) in the amount of \$357,132 has been submitted for Board approval to increase the Juvenile Hall expenditure budget.

Background Information:

On September 30th, 2020, Governor Gavin Newson signed SB 823. The legislation closes California's Division of Juvenile Justice (DJJ) and creates the Office of Youth and Community Restoration (OYCR). DJJ houses youth who have been adjudicated for more serious crimes. The legislation SB823 requires counties to either create a secure track locally or to participate in regional hubs. The legislative action is called the Juvenile Justice Block Grant and the funding allocated to Tehama County is \$250,000 annually.

Effective July of 2021, DJJ discontinued booking any youth into the state facilities. DJJ will also close all facilities by July of 2023 and return any youth remaining to the committing county. Tehama County currently has no youth at DJJ. Tehama County, over the last ten years, has had only three youth committed to DJJ. However, there are currently two youth in Juvenile Hall that could meet the criteria of a secure track DJJ type commitment.

Other requirements of SB 823 include housing a youth whose case originated in juvenile court to remain, if detained, in a county juvenile facility until age 25. Further, SB 823 requires creating a plan to be submitted to a subcommittee of the Juvenile Justice Coordinating Counsel (JJCC) for approval to submit to the Board of Supervisors also for your approval. The plan was created and submitted to the JJCC and was approved on April 15th, 2021. It is presented to your Board today for consideration and approval for submission to the OYCR for their approval by January of 2022.

I am pleased to present a plan that will have no impact on the general fund and will be fully funded from revenue sources, including the six contract counties. Further, the CCP has approved the use of \$1,000,000 in AB109 reserves to be transferred to the Juvenile Justice Trust Fund assuring no impact on the general fund. This new program will provide enhanced treatment, services, and work skills to assist with re-entry for youth from Tehama County and the six other northern counties. The closure of DJJ ultimately transfers all responsibilities over the custody, treatment, and supervision of youth in the delinquency system to counties. I am also requesting authorization to participate in a statewide consortium. The consortium will be coordinated by the Chief Probation Officers of California (CPOC). The cost is 1% of Tehama County's SB 823 allocation of \$250,000 or \$2,500. Participation in the consortium will provide assistance and access to Regional Hubs. It is like an insurance policy. Not all youth will be treated locally. For example, sex offender treatment is incredibly expensive and the youth should be separated from the general population. All youth will be assessed as to needs and if necessary, be ordered by the court to the appropriate treatment facility.

The Tehama County Peace Officers' Association (POA) has been advised of the proposed action and is in agreement with the requested change to the Position Allocation List (PAL).

Attachment List:

JJRBG-Presntation - Final (PPTX)
SB823 Juvenile Justice Realignment Block Grant - Final (DOCX)

(ID # 20894)

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Current Budget & Proposal Information (PDF)
RESO Probation JDF Counselors & Sup JDFC (PDF)
A119 - 561_576 signed (PDF)
A119 - JJBGF Transfer signed (PDF)
A117-Transfer 576-2036 Signed (PDF)

(ID # 20894)

Packet Pg. 321

This is to certify that if bearing the official seal of this office, this is a true copy of the document filed with the Tehama County Record's office.

DEC 0 7 2022

Jennifer A. Vise
Tehama County Clerk & Recorder
By:
Deputy

Exhibit H

CERTIFIED COPY

BOARD OF SUPERVISORS Yolo County, California

Meeting Date: May 4, 2021

To: Probation ...

32.

Provide direction related to Juvenile Justice Realignment planning. (No general fund impact) (Fruchtenicht)

Lupita T. addressed the Board of Supervisors on this item.

Minute Order No. 21-60: Approved recommended action A: Approve staff and the Juvenile Justice Realignment Subcommittee's recommendation to plan for opting into the Secure Track County Consortium to address Juvenile Justice Realignment.

MOVED BY: Saylor / SECONDED BY: Sandy AYES: Barajas, Saylor, Sandy, Provenza.

NOES: None. ABSTAIN: None. ABSENT: None. RECUSE: Villegas.



County of Yolo

www.yolocounty.org

The Chair and Members of the Board of Supervisors

Regular-Law & Justice Services 32.

Board of Supervisors

Probation

Meeting Date: 05/04/2021

Brief Title:

Direction on Juvenile Justice Realignment

From:

Dan Fruchtenicht, Chief Probation Officer

Staff Contact: Christina Tranfaglia, Probation Officer, Probation Department, x5325

Subject

Provide direction related to Juvenile Justice Realignment planning. (No general fund impact) (Fruchtenicht)

Recommended Action

- A. Approve staff and the Juvenile Justice Realignment Subcommittee's recommendation to plan for opting into the Secure Track County Consortium to address Juvenile Justice Realignment; or
- B. Authorize staff to pursue a Board of State and Community Corrections (BSCC) grant to fund a small portion of the costs necessary to modify the Juvenile Detention Facility (JDF) to create a local long-term treatment program, and possibly host youth from other counties, should the Board desire pursuing either of those options.

Strategic Plan Goal(s)



Safe Communities

County Mandated Service

Reason for Recommended Action/Background

In August 2020, Senate Bill (SB) 823 was signed into law with the intent to end placement of justice system-involved youth in State facilities, and instead, realign the responsibility to provide rehabilitative services for this population to their respective counties of residence at the county level. Each county is now tasked with developing a plan for rehabilitative treatment for those youth who previously would have been sentenced to the California Division of Juvenile Justice (DJJ). This planning effort is in partnership with the Juvenile Justice Realignment Subcommittee of the Juvenile Justice Coordinating Council, which has held five public meetings on the topic.

Unique to this population, SB 823 also established the age of jurisdiction at: age 23 for youth adjudicated of WIC 707(b) offenses (i.e. murder, arson, rape, etc.); age 25 for youth adjudicated of offenses that would result in an aggregate sentence of seven or more years in adult court; and age 21 for all other youth. Also unique to this population is the average length of stay. While the average length of stay for youth detained in the Juvenile Detention Facility is 22 days, the average length of stay for Yolo County

youth committed to DJJ has been 2.4 years. The shortest length of stay has been just under 2 years with the longest length of staying being almost 6 years – more than a quarter of a youth's life.

On July 1, 2021, DJJ will cease receiving new intakes and will completely close by July 2023. While there are no Yolo County youth expected to be sentenced to DJJ before July 1 of this year, Yolo County must be prepared to provide long-term treatment from this point on for future youth adjudicated by the Court to a post-DJJ-type program. Options for all counties grappling with this realignment are:

- Option A: Creating a local long-term treatment program
- Option B: Hosting youth from other counties
- Option C: Contracting with another county for these services
- Option D: Opting in to the Secure Track County Consortium a coordinated statewide treatment placement program

The benefits and risks for each option, as well as anticipated costs, have been updated and can be found in Attachment A. The anticipated funding to Yolo County over the next three years for Juvenile Justice Realignment is as follows:

FY 2021-2022: \$280,100 FY 2022-2023: \$829,728 FY 2023-2024: \$1,374,609

Limited one-time funding is available to counties for necessary facility modifications to house the realigned population and grant applications are due by May 12, 2021. Should the Board of Supervisors choose to create a local program, and possibly host youth from other counties, the necessary facility modifications to the JDF have been refined since the April 6, 2021 Board meeting and are now estimated to cost at a minimum of \$740,000 and up to \$1,028,500. The amount Yolo County is eligible to receive in a BSCC grant for facility modifications is \$47,086. This figure has also been updated (a third of what was originally projected) as the BSCC is now identifying Yolo County as a small county based on the county's population of 12 to 17 year-olds versus the total population of Yolo County.

The realigned Yolo County juvenile population projected for 2021-22 is one youth and no more than two youth for 2022-23 and 2023-24. However, there are currently no youth in the pipeline that would be adjudicated to a DJJ-type program. In general, adjudication to a DJJ-type program typically takes 9 to 12 months.

Best practices indicate this population should be housed separately from the current JDF population and, depending upon the age of the youth and/or the youth's offense, may be further separated. Research indicates the resulting isolation given our anticipated low DJJ population is not a best practice for the well-being and development of these youth.

Staff Recommendation

The benefits and risks for each option have not changed since the Probation Department presented these options to the Board of Supervisors on April 6, 2021. However, as noted above, costs related to necessary facility modifications for Options A & B have almost tripled while the related grant opportunity has been reduced by a third.

Developing a local long-term treatment program (Option A) is not recommended because the costs to operate a local DJJ-like program may or may not be covered by State funding and because the County will carry all the risk and responsibility of maintaining a more complex operation than what is currently required at the JDF. More importantly, Option A is not recommended due to the detrimental impacts to the youth adjudicated to such a program who would essentially be isolated for multiple years of their lives.

Hosting youth from other counties (Option B) is not recommended as there currently is no interest from other counties. Additionally, the facility modifications would be significantly greater due to creating a

larger operation and Yolo County would carry all the risk and responsibility for the program. Finally, in the best case scenario, Yolo County would break even with the revenue from other counties but has the potential to fall short depending upon the need of other counties.

Contracting at this time with another county for these services (Option C) is not recommended as there is no known opportunity in the region. Option C, however, could potentially be a viable option in the future.

Both the Probation Department and the Juvenile Justice Realignment Subcommittee recommend Option D, which would opt Yolo County into the Secure Track County Consortium. This option would offer the following benefits:

- · Assurance of program capacity;
- All treatment needs would be covered and robust services offered; and
- The risk and responsibility of such a program would be managed by the Consortium.

Furthermore, as Yolo County has no youth in the pipeline for a DJJ-like program, the only commitment at this time is to opt into the Consortium. Should the Consortium option evolve in such a way that it is determined Yolo County's needs will not be met, contracting with a nearby county (Option C) would again be considered.

While Yolo County's final plan for Juvenile Justice Realignment is not due until January 2022, the application for a facility modification grant is due on May 12, 2021. Board direction on which option to pursue at this time will guide the Probation Department on whether to seek a BSCC grant for facility modifications or instead plan to opt into the Secure Track County Consortium. The department will continue to work with the Juvenile Justice Realignment Subcommittee to develop the final plan for Juvenile Justice Realignment and will keep the Board apprised of those efforts.

Collaborations (including Board advisory groups and external partner agencies)
Juvenile Justice Realignment Subcommittee

Fiscal Information

No Fiscal Impact

Fiscal Impact of this Expenditure

Total cost of recommended action

Amount budgeted for expenditure

Additional expenditure authority needed

\$0

On-going commitment (annual cost)

Source of Funds for this Expenditure

General Fund

\$0

Further explanation as needed

While there is no fiscal impact at this time, there will be a fiscal impact associated with each of the Juvenile Justice Realignment options. Currently understood revenue projections are included in the staff report and anticipated costs are presented in Attachment A.

Attachments

Att. A. Options Matrix

Att. B. Presentation

Form Review

Inbox

Reviewed By

Date

Danin Fruchtenicht

Danin Fruchtenicht

04/26/2021 01:43 PM

Eric Will

Eric Will

04/26/2021 04:32 PM

Form Started By: Beth Gabor

Final Approval Date: 04/26/2021

Started On: 02/09/2021 10:28 AM

Juvenile Justice Realignment Options

(updates since April 6, 2021 Board presentation in Track Changes)

| Option | Pros | Cons | Estimated Costs |
|---|---|---|--|
| Local Long-Term Treatment Program | Yolo youth remain local | Youth likely to be very isolated Facility upgrades May not be able to meet all treatment needs JDF not constructed for a home-like setting for detainment over several years Yolo responsible/liable for managing program | \$250,000 \$740,000 for minimum facility upgrades \$1,043,902 in addition to current JDF costs |
| Host to Other Counties | Yolo youth remain local Critical mass for social interactions necessary to grow and thrive Limited benefits of economies of scale | No counties currently interested in contracting with Yolo May not be able to meet all treatment needs More extensive facility upgrades JDF not constructed for a home-like setting for detainment over several years Yolo responsible/liable for managing program Must sustain a certain population to be viable | \$X-\$1,028,500 million for appropriate facility upgrades Note: charge to other counties likely similar to what other counties might charge (see below) |
| Contract with Other County | Potential for proximity to Yolo County Critical mass for social interactions necessary to grow and thrive Facility likely more conducive to homelike environment More benefits of economies of scale Another county responsible/liable for managing program | Youth not served in Yolo County No adjacent counties currently offering this opportunity May not be able to meet all treatment needs Would have to commit to a certain number of placements | • \$700-\$1,000/youth/day |
| Opt-in to Secure Track County Consortium | Only commitment is opting-in Ensured program capacity All treatment needs covered by leveraging joint resources Benefits of economies of scale Critical mass for social interactions necessary to grow and thrive Facilities likely more conducive to homelike environment Consortium responsible/liable for managing program | Placement could be anywhere in California based on specific needs of individual youth | Unknown cost to opt-in Unknown cost/youth/day |

JUVENILE JUSTICE REALIGNMENT RECOMMENDATION

Dan Fruchtenicht Christina Tranfaglia May 4, 2021



JUVENILE JUSTICE REALIGNMENT RECAP

Senate Bill 823, Juvenile Justice Realignment, signed into law September 2020; closes State Division of Juvenile Justice (DJJ):

- No intekes after June 30, 2021, and closes all facilities as of June 30, 2023
- · Realizas responsibility of youth, currently wards of DJL to counties
- Current DN commitments remain until release or June 30, 2023
- Examels age of jurisdiction to:
 - 23 years old for youth adjudicact of WIC & WI(b); offenese
 - 25 years old for jouth refudenced of offenses resulting in an agregate sentence of 7 or more years in adult count
 - · 21 yers old for all other youth
- · Provides funding for countres to serve Dilly with
- andrafilicom villasi beaden tol gribani embeno beamil æbivorf

SON (b)) helicles serious and violent offenses, and as: murder, robbery, enfeding, execut, burglery, repe, and other

YOLO COUNTY JUVENILE JUSTICE REALIGNMENT OPTIONS

Option A: Independent County

Develop a local long-term treatment program for local youth

Option B: Host County

Treat other county's youth as well as local youth

Option C: Contract Independently

Contract with another county treatment program for local youth

- Option D: Consortium
- Opt-in to county consortium (placement facilizator)

REALIGNMENT FUNDING ALLOCATIONS

Yolo Funding Allocations

2021-22: \$250,100

■ **2022-23**: \$329,728

• **2023-24**: \$[,374,609]

- 2024-25+: Funding tormula re-exclusived, based on more recent historical trends

Per-County funding formula

- 30% Average Yelo DJJ population as of Dec 2018. Jun 2019 & Dec 2019
- 50% Yolo juveniles adjudienced for cercain violent & felony erines per 2013 juvenile Court & Probation Senistical System, updated annually
- 20% Total of all county youth age 10-17 from preceding calendar year

Facility Modifications

- ESCC grant ewerd for small counters SA7,036
 - · Yolo County deemed a "swell county" based on youth age 12-17 vs total population
- Estimated JDF Facility Modification Cosss
 - · S70000 for local long-term discurrent program
 - SI 023,500 to host other counter you h

OPTION A LONG-TERM TREATMENT PROGRAM FOR YOLO YOUTH COST

Staffing \$280,000

- Salaries, exercine, exerc help, shift differential, searcby time

Administrative

\$16,000

 Safi hiring, uniforms, uniforms, liability insurance, equipment renal/maintenance, medical/dental supplies, vehide fuel

Direct to Youth Services

\$498,000

• Post-Secondary & career education, youth dothing/supplies, incendiver/recreation, programming & services

One-time JDF Structural Modifications: \$740,000

Estimated First Year Cost: \$1,534,000

Modes

- Estimates based on a projection of two youth in the first year
- Leverges JDF coss

OPTION B HOST FOR OTHER COUNTIES COST

Staffing \$1,880,000

• Additional Files exercines, exercines abilis differential, sandby time

Administrative

\$88,000

 Saii hiring, uniforms, actining, liability insurance, equipment renal/maintenance, medical/denal supplies, vehicle fuel

Direct to Youth Services

\$1,302,200

Post-Secondary & errear education, youth dothing/supplies, incentives,
 rearestion, programming & services

Revenue from Other Counties: \$2,555,000-\$3,650,000

(2100-31.000)\chiques\x x10 \chiqu

One-time DF: Structural Modifications: \$1,028,500

Estimated First Year Cost: \$4,298,700

Motes

- · Leverge IDF costs except for Direct to Youth Sarvices
- Eximenas comamplena 10 ovi-of-county youth does not indude cost for local.

OPTION C CONTRACT WITH OTHER COUNTY COSTS

Facility Day Rate

\$700-\$1,000/youth/day

Administrative

\$5,000

Transportation/travel, vehide fuel 2 maintenance

Direct to Youth Services

\$233,286

Medical conducancies, parent partner program, re-entry services, keeping families connected

Estimated First Year Cost: \$238,286

Facility Day Rate (\$700-\$1,000/youth/day)

Notes:

Estimates beesed on a projection of two youth in the first year

OPTION D SECURE TRACK COUNTY CONSORTIUM COSTS

Consortium Opt-In Cost

TBD

Facility Daily Rate

\$700-\$1,000 per youth/day

Administrative

minimum \$5,000

- Transportation/travel, vehide fuel & maintenance
- Cost would depend upon fadligy distance from Yolo County

Direct to Youth Services

minimum \$233,286

- Medical contingencies, parent partner program, re-entry services, keeping families conneced
- · Coas would depend upon freelity disence from Yelo County

Estimated First Year Cost: TBD

Notes:

• Estimates based on a projection of two youth in the first year

RECOMMENDED ACTION

Approve staff and the Juvenile Justice Realignment Subcommittee's recommendation to plan for opting into the Secure Track County Consortium (Option D)

Note: Contracting with a nearby county (Option C) is still possible should Option D
not meet Yolo County's needs

OR.

Authorize staff to pursue a BSCC grant to fund a portion of necessary structural modifications to the JDF to create a local long-term treatment program (Option A) and possibly host youth from other counties (Option B).

NEXT STEPS

- July 1: Juvenile Justice Realizament Subcommittee Meeting
- Sept 23: Return to Board of Supervisors with Juvenile Justice Realignment Update

QUESTIONS?

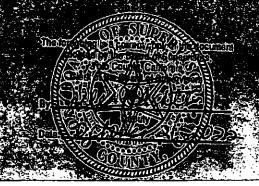


Exhibit I

CERTIFIED COPY

BOARD OF SUPERVISORS Yolo County, California

September 28, 2021

| To: | CAO | • | |
|-----|------------|---|--|
| | Fin. Svcs. | ✓ | |

30.

Receive report on preliminary fund balances as of June 30, 2021; hold a public hearing and adopt the County of Yolo budget for fiscal year 2021-22; hold a public hearing as the In-Home Supportive Services (IHSS) Public Authority Board and approve the IHSS Public Authority budget for fiscal year 2021-22; and approve the 2021-22 budgets for Board-controlled Fire Districts. (General fund impact \$104,899,526) (Kim/Rinde)

Wyatt Cline addressed the Board on this item. Additionally, the Clerk read comments into the record from Jenna Muller.

Minute Order No. 21-142: Held public hearing and approved recommended action C, 2021-22 County of Yolo budget by **Resolution No. 21-124**, with the addition of \$80,000 for a Sheriff's vehicle by reducing general fund contingency, with the expectation that the Sheriff would be able to convert his existing vacant investigator position to a Resident Deputy for Knights Landing, Dunnigan and Yolo-Zamora area. Directed staff that any changes to the Cannabis Revenue fee study and assessments return to the Ad Hoc Committee for process and review and lastly, for staff to provide an update on the timing for the Juvenile Detention Facility contracting.

MOTION BY: Barajas / SECONDED BY: Saylor AYES: Barajas, Villegas, Saylor, Sandy, Provenza.

NOES: None. ABSTAIN: None. ABSENT: None.

Minute Order No. 21-143: Approved recommended action D, IHSS Public Authority budget.

MOVED BY: Villegas / SECONDED BY: Saylor AYES: Barajas, Villegas, Saylor, Sandy, Provenza.

NOES: None. ABSTAIN: None. ABSENT: None. Minute Order No. 21-144: Approved recommended action E, 2021-22 budget for Board-controlled Fire Districts.

MOTION BY: Villegas / SECONDED BY: Barajas AYES: Barajas, Villegas, Saylor, Sandy, Provenza.

NOES: None. ABSTAIN: None. ABSENT: None.

Minute Order 21-145: Approved recommended action F, changes to the 2021-22 Authorized Equipment List.

MOTION BY: Villegas / SECONDED BY: Sandy AYES: Barajas, Villegas, Saylor, Sandy, Provenza.

NOES: None. ABSTAIN: None. ABSENT: None.



County of Yolo

www.yalocounty.org

To: The Chair and Members of the Board of Supervisors

Time Set 30.

Board of Supervisors

Meeting Date: 09/28/2021

Brief Title:

FY21-22 Adopted Budget

From:

Daniel Kim, Interim County Administrator, County Administrator's Office

Staff Contact: Chad Rinde, Chief Financial Officer, Department of Financial Services, x8050

Subject

Receive report on preliminary fund balances as of June 30, 2021; hold a public hearing and adopt the County of Yolo budget for fiscal year 2021-22; hold a public hearing as the In-Home Supportive Services (IHSS) Public Authority Board and approve the IHSS Public Authority budget for fiscal year 2021-22; and approve the 2021-22 budgets for Board-controlled Fire Districts. (General fund impact \$104,899,526) (Kim/Rinde)

Recommended Action

- A. Receive a report on preliminary County fund balances as of June 30, 2021 (Attachment A);
- B. Hold a public hearing on the County of Yolo and IHSS Public Authority budget for fiscal year 2021-22;
- C. Approve the 2021-22 County of Yolo budgets and adopt the 2021-22 Budget Resolution (Attachment C, including Exhibit C1);
- D. Approve the 2021-22 IHSS Public Authority budget as reflected in Attachment C, including Exhibit C1;
- E. Approve the 2021-22 budgets for Board-controlled Fire Districts as reflected in Attachment C, including Exhibit C1; and
- F. Approve changes to the 2021-22 Authorized Equipment List (Attachment H).

Strategic Plan Goal(s)



In Support of All Goals (Internal Departments Only)

Reason for Recommended Action/Background

Background

State law requires that the Board adopt the annual budget by October of each year. The attached budget resolution (Attachment C and Exhibit C1) is based on the FY21-22 Recommended Budget as approved by the Board of Supervisors on June 15, and as revised by the recommendations included in this report. These recommendations have been reviewed with the Chair and Vice Chair in accordance with the Board's Governance Manual.

Preliminary Fund Balance Report

The Preliminary Fund Balance Report (Attachment A) is a general accounting of the fund balances for all County funds as of June 30, 2021. Fund balance used or not available indicates amounts that are either appropriated for use in FY21-22 or that are not available for current spending (such as prepaid expenses and inventories). The available fund balances are those remaining amounts that can be used in the manner outlined in statute. The Level of Restriction column identifies how much flexibility the Board has in directing the use of those available funds. It should be noted that the fund balances in this report are preliminary and therefore subject to change until completion of the annual financial audit.

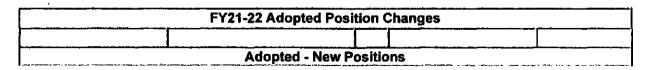
FY21-22 Adopted Budget

On June 15, 2021, the Board approved the FY21-22 Recommended Budget, which provided appropriation authority until the Adopted Budget is approved. The proposed FY21-22 Adopted Budget incorporates changes to the Recommended Budget based on revised revenue projections, available fund balances, changes resulting from the State budget, additional department requests, and Board priorities.

Since the approval of the Recommended Budget, the economy continues to show signs of positive growth and improvement. This improvement translates to general purpose revenues projected to increase in FY21-22 by approximately \$1.8 million. Significant state and federal resources have also become available to respond to the pandemic and to recover from it. In addition, due to conservative management practices during the pandemic, including performing a hiring review and having a high vacancy rate, the County ended the prior year (FY20-21) with an additional \$5.1 million in general fund unassigned fund balance. This allows the County to either restore budget cuts made during the COVID-19 recession or make additional targeted commitments.

A total of 33.5 new positions are being proposed in the Adopted Budget. Of the 33.5 positions, only 4.5 positions are fully funded by the General Fund with the remaining 29 positions funded either partially or fully by a variety of other non-general fund sources. Most notably, the Adopted Budget includes funding for 10 Correctional Officers for the jail expansion. When Proposition 172 and general purpose revenues decreased due to the COVID-19 pandemic, the County was not able to fund these positions. These correctional officers have been requested for several years; however, they were previously deferred as they were tied to the Jail Renovation projects, which are only now nearing completion. (Additional discussion on this is in the Sheriff section below).

The table below provides a summary of the new positions recommended in the Adopted Budget. Attachment G lists the details of new positions, positions being funded after previously being held vacant, positions being eliminated, positions being held vacant but not eliminated, and requested positions that are not recommended at this time.



| Department | Positlon | FTE | Funding Source | Full Year Cost (ongoing) |
|-------------------------------|--|------|-------------------------------|--------------------------------|
| Sheriff | 10 Correctional Officer I | 10.0 | Prop 172, General Fund | 1,197,140 |
| Sheriff | In Custody Treatment Manager | 1.0 | General Fund/CCP | 149,972 |
| Sheriff | Technical Support Specialist | 1.0 | General Fund | 107,838 |
| Sheriff | Property and Evidence Technician | 1.0 | General Fund | 91,465 |
| Sheriff | Correctional Officer II | 1.0 | CCP | 127,241 |
| Sheriff | Communication and Patrol Vehicle Tech | 1,0 | General Fund | 156,202 |
| Sheriff | Resident Deputy Sheriff | 1.0 | General Fund | 166,349 |
| District Attorney | Deputy District Attorney III | 1.0 | CCP | 181,040 |
| District Attorney | Victim Services Program Assistant | 1.0 | CCP | 89,625 |
| Financial Services | Senior Accounting Technician | 1.0 | Property Tax, General Fund | 89,179 |
| Financial Services | Accounting Technician | 0.5 | General Fund | 40,582 |
| General Services | Senior Accounting Technician | 1.0 | Project Reimbursements | 78,490 |
| Health & Human Services | Administrative Services Analyst | 2.0 | Federal/State | 138,810 |
| Health & Human Services | Admin Clerk II | 2.0 | Federal/State | ·121,858 |
| Health & Human Services | Assistant Storekeeper | 2.0 | Federal/State | 147,854 |
| Health & Human Services | Senior Accounting Technician | 1.0 | Federal/State | 104,989 |
| Public Defender | Deputy Public Defender III | 1.0 | State | 197,331 |
| Public Defender | Deputy Public Defender II | 1.0 | ССР | 164,425 |
| Public Defender | Public Defender Investigator I | 1.0 | ССР | 144,526 |
| Public Defender | Mitigation Specialist | 1.0 | ССР | 133,006 |
| Financial Services | Accountant II | 1.0 | ARP | 124,994 |
| County Administrator's Office | Principal Management Planner | 1.0 | ARP | 193,170 |
| | Subtotal | 33.5 | | |

The Adopted Budget reflects a change from the Recommended Budget, which included conservative revenue projections. With more updated revenue projections, the Adopted Budget adds additional general purpose revenues to restore the highest priority needs and address Board priorities. It should be noted, however, that the Adopted Budget still assumes a significant amount of salary savings, which may decrease once vacancy rates decline. Staff believe it is still reasonable to assume this salary savings due to the present difficulty to fill numerous positions.

Economic Recovery

At Recommended Budget, it was noted that the COVID-19 pandemic continues to hold back a full economic recovery. However, the State has moved "Beyond the Blueprint" which was the previous approach of managing restrictions on business operations in coordination with local pandemic case counts. Despite the removal of most restrictions on businesses to operate, certain restrictions still persist including local masking requirements along with vaccine/testing requirements by some employers and for attendance at large events. While these restrictions are minimal in comparison to the prior set of restrictions, until COVID-19 is under control, the economy is not expected to fully recover. At the present moment, the state and nation are grappling with the surge from the Delta variant of COVID-19 which has contributed to high levels of disease across the country. Yolo County is currently labeled as a community that has significant spread according to federal CDC Guidelines.

The improving revenue figures, in the midst of a COVID-19 resurgence, represents a dichotomy. It is still anticipated that with increases in vaccination and testing the economy will continue to improve but at a slower rate since some individuals may choose to not work or reduce their economic activities due to the risk of the Delta variant. Thus, in the Adopted Budget, we attempt to use the increase in revenue to focus on the highest priority needs and utilize much of the one-time gains to strengthen the County's fiscal position by making contributions to contingencies and reserves that were not possible in the prior two years while grappling with the recession.

The picture is mirrored at the State level where lower income individuals have had significant impacts from the COVID-19 pandemic, while wealthy individuals and those with significant investments have seen asset prices rise to record levels. These capital gains have contributed to a significant amount of additional funding available for the FY21-22 State Budget. In addition, the Federal Government has responded in a robust manner to the COVID-19 pandemic in approving the latest round of assistance including to state and local governments through the American Rescue Plan. The additional funding at the state/federal level allows the County an opportunity to obtain external funding for a variety of needs. Some funding from state/federal sources is reflected in the Adopted Budget while others may need to be amended into the budget throughout the year, when there is clarity on what additional grants or allocations the County will receive. Overall, the Adopted Budget attempts to strike a healthy balance of both caution and optimism in its recommendations.

The sections below discuss significant proposed adjustments that are included in the Adopted Budget.

General Liability and Worker's Compensation

For the FY21-22 Recommended Budget, charges for General Liability and Workers Compensation were estimated. Since then, the Yolo County Public Agency Risk Management Insurance Authority (YCPARMIA) finished conducting an organizational assessment which changed the premium calculation methodology as well as obtained final costs from its excess insurance carriers which contribute to the County's increased rates. The Department of Financial Services (DFS) recalculated the allocation for each department based on YCPARMIA's increased premiums and the updated calculation methodology. Therefore, in the Adopted Budget, adjustments were made to increase General Liability \$501.000 and increase Worker's Compensation \$28,000 to reflect actual charges.

The General Fund was significantly impacted by the change in methodology. For General Liability,

General Fund departments increased \$323,000 and Worker's Compensation increased \$329,000 while Public Safety departments had a decrease in General Liability of \$483,000 and a decrease in Worker's Compensation of \$415,000. The balance also affected other County funds. County staff provided notice to YCPARMIA of the possibility of withdrawing from the Joint Powers Agency effective June 30, 2022. In the meantime, DFS staff are reviewing insurance alternatives to ensure the County determines the best option for its long-term insurance needs in the future.

General Fund

The General Fund ended FY20-21 with a preliminary estimated available fund balance of approximately \$17.1 million. In anticipation of higher fund balances resulting from abnormally high vacancy rates, the FY21-22 Recommended Budget included approximately \$12.0 million in estimated carryforward fund balance as a funding source. As a result, \$5.1 million in additional fund balance is available for appropriation in the Adopted Budget.

The table below shows the unassigned General Fund balance over the past five years.

| FY16-17 Actual | FY17-18 Actual* | FY18-19 Actual | FY19-20 Actual | FY20-21 Preliminary |
|---|--------------------|-------------------|-------------------|------------------------|
| \$9,280,022 | \$13,653,833 | \$14,250,635 | \$10,510,023 | \$17,105,237 |
| * Does not include \$3.5M from one-time SB90 reimbursement. | | | | |

The available fund balances have been high for several years, but last year was an anomaly in that vacancy rates were particularly high due to a hiring review in effect from March 2020 to March 2021 where each position required review and justification on the need to fill it which limited or slowed the filling of positions. This was lifted in March 2021 when economic improvements were no longer justifying the additional procedure. In addition, the County had reimbursements from CARES act funding that reduced costs in certain areas of the prior year, and this also contributed to a higher than usual fund balance.

The County budget still reflects that vacancy rates will remain elevated during FY21-22, as they were built into the budget as salary savings assumptions in the Recommended Budget. Over time, however, this level of vacancies may not be sustained and as a result this level of carryforward is not expected to be available in the future. As such, fund balances available at Adopted Budget continue to be used for one-time purposes in accordance with Board policy.

The projected FY21-22 general purpose on-going revenues have been revised to reflect an increase of approximately \$1.8 million. The growth in property assessments was 0.6 percent higher than assumed in the Recommended Budget, resulting in an additional \$363,300 in property tax revenue. Revenues that had been significantly negatively impacted by COVID-19, such as sales tax, Hotel/Motel taxes, and court revenues are showing increased growth. The Adopted Budget was adjusted to reflect increases in sales tax by \$415,200, Hotel/Motel taxes by \$99,000, and court fines and fees by \$87,000. In addition, the FY21-22 Recommended Budget had conservatively budgeted for franchise fees. The Adopted Budget now reflects updated expectations, based on actual data, resulting in an increase of \$370,000.

The table below provides a summary of the recommended additional General Fund funding sources and uses. Attachment D provides a detailed listing of the recommended funding uses, while Attachment E further describes department requests that are not recommended for funding.

| Funding | FY21-22 | FY21-22 | Additional |
|--------------|-------------|------------|------------|
| Sources | Recommended | Adopted | Funding |
| Fund Balance | 12,000,000 | 17,105,237 | 5,105,237 |

| General Purpose | 86,309,117 | 88,110,929 | 1,801,812 |
|----------------------------------|------------|-------------|--------------------|
| Total | 98,309,117 | 105,216,166 | 6,907,049 |
| Prop 172 and Publ Realignment | ic Safety | | 1,782,414 |
| Net Available for Appropriations | | | 8,689,463 |
| Funding Uses | | | Additional Uses |
| Staffing Levels | | | 1,327,244 |
| Contingencies and | Reserves | | 6,671,592 |
| Critical County Ser | vices | | 690,627 |
| Total | | | 8,689,463 |
| Department Requ Funded | ests Not | | 4,006,651 |

County Departments

The following sections provide an overview of the County department budgets. The narrative includes discussion about adjustments to balance the FY21-22 Adopted Budget, a summary of major programs as well as highlights of significant budget changes.

A detailed listing of items not funded for all departments is included in Attachment E. Items funded with non-general funds are included in Attachment F.

Assessor/Clerk-Recorder/Elections

Staff recommends an increase of General Fund for the Assessor for additional overtime of \$25,000. The overtime request is necessary to compensate for an increasing trend of overtime and the potential impact of Proposition 19 (The Home Protection for Seniors, Severely Disabled, Families, and Victims of Wildfire or Natural Disasters Act) implementation on staff.

The Assessor's division has re-budgeted for the extension of the State Supplementation for County Assessor's Program (SSCAP) grant. The department received approval to extend the program another year to spend the remaining \$359,000. The funds are to be used to hire staff and improve information technology systems. The State Department of Finance will be tracking the data to determine if the funding resulted in an increase in taxable property values attributed to tasks completed by employees hired with these funds.

While the Elections division has received State funding for the Recall Election, and there is a reduction in the number of local elections to be held during the fiscal year compared to the number originally anticipated during the Recommended Budget, staff recommends an increase of \$30,000 for extra help and \$15,000 for overtime for costs associated with the June Primary Election (2022). As requirements change for voter accessibility and the cost of staffing polling locations while at the same time providing mail-in ballots, staff costs have increased.

Child Support Services

Child Support Services' Adopted Budget includes funding for an Administrative Services Analyst position which was approved by the Board of Supervisors on May 4, 2021. The Federal and State allocation for Yolo County was increased by \$156,980 due to a regionalization recalculation completed by the State. This increase in revenue and a small reduction in Services and Supplies offset the various

increases in expenditures noted above.

Community Services

The Adopted Budget for the Planning division includes increases in Professional Services to hire consultants for the Cannabis Land Use Ordinance (CLUO) and Environmental Impact Report. The expenditures are fully reimbursed by Zoning Permit Fee revenue. The budget also includes \$200,000 of General Fund for the Climate Sustainability Project to hire outside consultants which supplements the \$50,000 the Board set-aside for this purpose at Recommended Budget. The consultants will assist with preparing procedures, researching background information, providing recommendations, and supporting the recently created Climate Action Commission, as needed.

The Adopted Budget for the Roads/Public Works Division includes an increase of \$30,000 in State Highway Users Tax (HUTA) funding for the Russell Boulevard Corridor Project in coordination with the City of Davis. Additionally, an increase of \$150,000 is included to pay the Yolo Land Trust for land mitigation. The land mitigation is funded by the Ag Conservation Easement Program's Fund Balance.

The Building Division's current permitting software Trak-It is more than 10 years old and does not meet the department's requirements any longer. Increases to capital asset software expenditures were included in the Adopted Budget to purchase new permitting software. The funding for this software improvement project includes \$200,000 in Tech Cost Recovery Fee Fund Balance and \$127,329 salary savings.

Fleet has one minor adjustment on the Equipment List with a net zero impact to the budget. Instead of purchasing a generator and key cabinet for \$20,000 each, the division would like to use the entire \$40,000 budgeted for the key cabinet.

The Transportation Division's Adopted Budget includes a reduction of \$88,873 in Transit Assistance State revenue and associated expenditures due to a reduction in the Yolo Bus budget. The division aligns the budget with the total amount of funding available from the Local Transportation Fund and State Transit Assistance Fund (LTF & STA).

County Service Areas (CSAs)

The Adopted Budget for the Wild Wings Water CSA includes a new Water Conservation Rebate Program for residents. This new rebate program is funded with Fund Balance. The budget also includes increases of \$1,353,220 in Building and Improvement including engineering and construction expenditures for a new water well. The new well will be funded with Fund Balance although the division is pursuing grant funding to help offset the cost. Wild Wings and the County recently reached a settlement agreement where staff costs related to dissolving the County Service Area and creating a County Service District will be absorbed within the County. At the Board of Supervisors meeting on July 27, 2021, the Board decided to not dissolve the CSA; however, there is approximately \$30,000 in staff time already spent on the work completed for the July Board item. The budget includes a General Fund contribution to cover the costs of the already-incurred staff time.

The Adopted Budget for the Wild Wings Sewer CSA includes a reduction of \$29,173 in general liability insurance due to the new calculation methodology adopted to align with YCPARMIA. Also included is a reduction in various expenditures and use of Fund Balance related to the Sewer Redundancy System Project delay. This project was originally expected to occur in FY21-22; however, all efforts are being focused on more critical water issues.

The Wild Wings Golf Course CSA's Adopted Budget includes an increase of \$139,226 for Kemper Sports' management contract. The contract amendment is funded with an increase in golf fees, taxable sales and Fund Balance. The CSA needs to purchase a replacement mower for green maintenance since one of the mowers became inoperable in June, estimated at around \$60,000. Additionally, adjustments to Building & Improvement expenditures to continue work on the Nest Building repairs, dry rot, painting, and updating the weather station for the irrigation system for a net cost of \$46,000.

The Adopted Budget for the El Macero Street CSA includes an increase in Road Improvements for the Resurfacing Oaks Project funded with Fund Balance. The El Macero Water CSA is anticipating an increase in utility expenditures based on prior years actuals. The \$90,000 increase is offset by an increase in assessment revenue.

The Adopted Budget includes other minor adjustments to the County Service Areas budgets. These adjustments include small increases or decreases to assessment revenue, Services and Supplies, and Fund Balance to better align revenues and expenditures with FY20-21 actuals.

County Counsel

County Counsel's Adopted Budget includes two re-classifications for the Chief Assistant County Counsel and Assistant County Counsel positions approved by the Board of Supervisors on May 18, 2021. Staff recommends increasing legal services expenses by \$50,000 due to potential need for additional amounts in contracts for outside legal counsel. Additionally, there was a small increase for the Small Claims contract.

Debt Service

The FY21-22 Adopted Budget includes the use of the Chula Vista fund to pay off the debt balance of \$1.7 million on the District Attorney building originally financed in 1998 and re-funded in 2012. At the June 29, 2021 Board of Supervisors meeting, a resolution was adopted directing the use of proceeds from the Chula Vista decision to three areas; reserve accumulation, debt reduction and avoidance, and a revenue smoothing policy.

The recommendation to pay off the remaining debt on the District Attorney building falls within the Board direction and is presently one of the debts with the highest interest rates and is eligible to be paid off before its maturity. The payoff frees up approximately \$250,000 annually in future budget years. The Department of Financial Services will explore additional beneficial uses for the remaining balance of the fund.

District Attorney (DA)

The District Attorney's Public Safety Fund base budget increased by \$159,000 for Worker's Compensation and General Liability. These same expenses within special revenue funds increased by \$53,000 but the special revenue funds were able to absorb the costs.

During the FY21-22 Recommended Budget process, the District Attorney requested the replacement of four vehicles. The General Fund was unable to fund that request, and the District Attorney was able to purchase those vehicles with expenditure savings in FY20-21. This action was approved by the Board of Supervisors on May 18, 2021. To minimize the District Attorney's net county cost, many of the department's requests will be funded by Proposition 172, other State funding or with special revenue funds.

Yolo County was one of nine counties to receive new funding from the State of California for the County Resentencing Pilot Program. The District Attorney will receive \$717,000 for the three-year pilot program designed to draft and implement a policy for recommending individuals for recall and resentencing, and ensure adequate staffing of deputy district attorneys, paralegals and other support staff. The FY21-22 budget provides funding for 2 new extra help deputy district attorneys, funding an existing supervising deputy district attorney, and 50% of an existing paralegal.

Through Community Corrections Partnership (CCP) Innovation funds, the District Attorney is receiving \$388,400 for the Mental Health Diversion program. This program will partner with the Public Defender, treatment providers and Probation to create a team to identify suitable individuals, obtain assessments, create individualized treatment plans, and support the individual through the justice process.

Also, through CCP Innovation funds, the Restorative Justice Partnership program received \$93,000 to

fund a Victim Services Advocate for the growing needs of the Restorative Justice Partnership victim population.

In prior years, the District Attorney shared an Information Technology position with the County Administrator's Office. This position has been completing crucial District Attorney technology projects and will no longer be partially funded by the County Administrator's budget due to the focus becoming wholly on DA technology projects. The remaining cost of the position, \$116,000, and other increases in operational costs will be adjusted to be funded by Proposition 172 revenue.

The District Attorney holds asset forfeitures in a fund controlled by the Law Enforcement Administrator Coordination Council (LEACC), a board of Chiefs for all Yolo County law enforcement agencies. A purchase by West Sacramento for \$35,000 was approved by the LEACC board for reimbursement from this fund in FY21-22 and is included in the budget recommendation. Also being purchased with the District Attorney's seized assets special revenue funds are 24 replacement hard drives for \$20,000.

Financial Services

The Financial Services Adopted Budget includes one (1.0 FTE) new Senior Accounting Technician position to process property tax roll changes, refunds, and review direct charges. This position would be approximately 35% funded by Property Tax Administration revenue, and the remaining portion would be funded by General Fund. Additionally, a new half time (0.5 FTE) Accounting Technician for the Satellite Finance team is recommended to provide fiscal support to County Counsel and Public Defender. This is part of a longer term effort to centralize financial functions where appropriate.

The Audit division shifted appropriations for FY21-22 from the Limited Term Auditor I position to Services and Supplies to hire a consultant to contract out audit services and complete audits more timely. This reappropriation has been approved by the Audit Committee and has been included in the FY21-22 Audit Plan. The Limited Term Auditor position will remain unfunded and vacant for the full fiscal year.

General Services

The General Services Adopted Budget includes an increase of \$108,440 in Facilities reimbursement revenue due to an hourly rate increase and a decrease of \$13,374 in rental reimbursement at 120 W. Main due to the Veterans Services Office moving to the Bauer building on the Health & Human Services Agency campus. Both revenue adjustments listed above affect the General Fund allocation for the department.

The budget also includes a one-time request of \$50,000 to double fill the Facilities Superintendent position for up to three months until the current incumbent retires in December, to provide continuous operations and to provide training to the new employee. The position is critical to County operations and has oversight of deferred maintenance costs and forecasting, budget development and monitoring, request for information or proposals, and composing Board items when needed.

For the Facilities Division to complete the scheduled Accumulated Capital Outlay (ACO) projects, funding for staff time to coordinate and manage the projects is needed. Staff time was not included in the original estimated project costs. Since these projects are for ACO projects, funding of \$166,300 from ACO Fund Balance is recommended. Salary and benefits were already included in the FY21-22 Recommended Budget so the increase in special revenue will reduce the General Fund allocation for the department.

The Cannabis Measure K Tax Plan includes funding in the amount of \$125,000 for the Tuli Mem Park & Pool to sustain operations. In the FY21-22 Recommended Budget, Tuli Mem was funded with General Fund so the funding from Cannabis Tax also reduces the General Fund allocation needed for the department. The Cannabis Tax Plan was recently approved by the Cannabis Ad-Hoc Subcommittee and the Citizen's Oversight Committee so the funding was not included with the Recommended Budget.

The Adopted Budget includes funding for a new Senior Accounting Technician to assist with various job duties transferred from the County Administrator's Office, including administration and fiscal support for the Airport, Leinberger Replacement Project, Gibson House and Tuli Mem Park & Pool. The department also absorbed the Electric Vehicle (EV) Charging Stations from Community Services and the Yolo Library Replacement Capital Improvement Project from the Library. This position would be fully (100%) reimbursed from the various projects.

General Services also included a new ACO funded item as well as re-budgeted items from FY20-21. The new item is a Construction Specification Standard document to provide all departments with specifics when new construction or remodeling is requested. This document would be provided by consultants after a study was conducted. Delays in other projects caused the Isolation Valves and Justice Well to be delayed so these items were re-budgeted from the prior year.

The department re-budgeted the Off-Highway Vehicle (OHV) Grant from FY20-21 since no revenues were received or expenditures incurred in the prior year. Minor adjustments were also made to the Electric Vehicle (EV) Charging Stations Project and Multiple Roof project budgets to reflect the remaining project budget after FY20-21 actuals had been finalized.

Human Resources

The Human Resources Adopted Budget includes increases in expenditures in the Risk Management division due to YCPARMIA premiums. The increased premiums are calculated by the Department of Financial Services and allocated to County departments through internal billing. The estimated increases are \$501,000 for General Liability and \$28,000 for Worker's Compensation.

Health & Human Services Agency

The Health & Human Services Agency (HHSA) Adopted Budget includes a net county cost of \$525,000. Staff is recommending General Fund of \$25,000 for extra help in the Veterans Services division and a \$500,000 increase for the jail medical contract. Veterans Services currently has their extra help position filled with staff who have been working for the division for multiple years, and this funding was mistakenly reduced during the Recommended Budget. For FY21-22, the current jail medical contract with Wellpath was re-negotiated to achieve as much as \$1 million in savings to the County, dependent on maintaining the jail population at lower levels. As actual data is being analyzed, revised projections show the full \$1 million savings may not be realized, due to the population slowly increasing above pandemic lows. The jail medical contract will continue to be monitored and if further adjustments are needed, those adjustments will come before the Board at a future meeting.

HHSA is adding 7 new positions, all funded by State or Federal funding. A Senior Accounting Technician will focus on denied Medi-Cal claims. Extensive research is required to resolve the claim issues and re-submit by the deadline. Currently, there are \$950,000 in denials with much of that recoverable if addressed timely. Two Assistant Storekeepers and two Administrative Clerks, one of each located in West Sacramento and one of each located in Woodland, will assist with increased workloads and improve service delivery for CalWORKs, CalFresh, and Medi-Cal clients. Two Administrative Service Analysts, one for Governance and one for Data Management, will assist with the data governance structure within HHSA such as data quality, data lineage and metadata management. They will also transform extracted data from large and disconnected datasets into information for presentations to various stakeholders.

Homeless Services has increased the Adopted Budget by over \$11 million. Appropriations in the Adopted Budget for Project Roomkey and Rehousing grant from the California Department of Social Services in the amount of \$2.3 million will provide non-congregate shelter options for people experiencing homelessness, to protect human life and minimize the strain on the health care system capacity. The Emergency Solutions Grant of \$4.1 million is appropriated for the prevention and response to the coronavirus among individuals and families who are homeless or receiving homeless assistance and to support additional homeless assistance and homelessness prevention activities to mitigate the impacts created by the coronavirus. The third major project in Homeless Services is the

No Place Like Home Grant from the California Department of Housing and Community Development for \$5.3 million. The County is a pass through agency on this grant which will be used on the East Beamer project in Woodland to invest in the development of permanent supportive housing for persons in need of mental health services and are experiencing homelessness, chronic homelessness, or who are at risk of chronic homelessness. Counties receiving this grant are committed to providing mental health services and help coordinate access to other community-based supportive services. Within the Whole Person Cares program, including donations from Sutter and Dignity Health, a mobile medicine vehicle will be purchased for \$541,500 with mobile medicine services provided by Communicare.

While the funding in Homeless Services is over \$11 million, there is limited County discretion. Much of the funding is restricted by the State through the grant process (for example, Whole Person Cares program) or HHSA is only the fiscal administrator with Continuum of Care (CoC) controlling the allocation of funding (for example, Emergency Solutions Grant). The Homeless Services funding is to address the short term and immediate needs of the Homeless population.

The Crisis Now pilot program is included as a 3-year program with an average annual cost of \$11,800,000 for a crisis call center, mobile crisis support, the crisis receiving center and short-term beds for clients in transition. Through 17 various funding sources including Medi-Cal, MHSA, Intergovernmental Transfer (IGT), Realignment, and the cities, available first year funding is \$5,660,000 with a gap of \$5,686,000 to begin operations. HHSA has requested American Rescue Plan (ARP) funding to help fill the remaining gap. A presentation to the Board of Supervisors on September 14, 2021 went into more detail on the Crisis Now pilot program.

On March 2, 2021, HHSA received an allocation of \$10,468,641 through the Epidemiology and Laboratory Capacity (ELC) Enhancing Detection Expansion for the period of January 15, 2021 to July 31, 2023. This funding is to be used for COVID-19 vaccine support, testing, contact tracing, containment and mitigation, including adding staff and other infrastructure needed to detect and track variants of the virus. HHSA has budgeted the funding to be used to support on-going staffing and support required for County-led testing, contact tracing, and vaccine activities. This includes hiring additional limited term and permanent employees to support these efforts, as well as up to \$500,000 for community partners to conduct vaccine outreach and enrollment.

Intergovernmental Transfer (IGT) Funding

Each year HHSA seeks to secure federal financial support for services delivered to the Medi-Cal population that have not previously received federal matching funds. The mechanism for securing these funds involves an intergovernmental transfer (IGT) process through an agreement with the California Department of Health Care Services (DHCS). The IGT process requires that Yolo County transfer local funding to DHCS, which uses the funds to draw down additional federal matching funds. DHCS then transfers the original county funds along with the federal matching funds (minus an administrative fee) to the local Medi-Cal Health Plan (in Yolo County this is Partnership Health Plan of California). Partnership then awards these funds to their partnering entities, including Yolo County.

The FY21-22 Adopted Budget includes \$7.0 million in IGT expenditures. Of this total, \$3.1 million is budgeted for the three-year Crisis Now Pilot Program. Other expenditure areas include In-Home Supportive Services Provider Costs (\$786,000), costs related to the increasing caseloads in the CalFresh program (\$704,000), and Information Technology Infrastructure for Business Intelligence and Dashboard software as part of the INFOR project (\$566,400). Attachment K lists all the recommended IGT allocations which were presented to the Budget Ad-hoc Subcommittee on September 9 th.

Innovation & Technology Services

The Innovation & Technology Services (ITS) Adopted Budget includes a funding adjustment to reflect a position reclassification from a GIS Coordinator to GIS Manager. The incumbent was recently promoted in FY20-21, and the position was being underfilled as it was already authorized as a GIS Manager.

There has been a significant increase in email-based threats over the last several months. Cyberattacks via email include email phishing, spear phishing and compromised attacks that can lead to data breaches, malware and ransomware attacks. The budget includes an increase of \$60,000 for Office 365 Security, an email protection solution. This cost is offset through interfund billing to county departments.

Probation

The department requested \$15,000 to replace two aging radios which now experience connectivity issues when attempting to communicate with various city agencies. The department also requested \$210,000 to offset increased Extra Help and Overtime staffing expenses in order to continue to operate the Quarantine Pod at the Juvenile Detention Facility (JDF) as needed by the ongoing COVID-19 pandemic. Juveniles are required to be maintained in separate housing (quarantine) for a time duration upon arrival before introduction to regular housing. These requests are unable to be funded with General Fund, and are instead being funded by \$379,000 of the departmental allocation of Proposition 172 revenue.

Other items in the Adopted Budget for Probation includes re-allocations and adjustments of overhead expenditures, salary and benefits, and services and supplies within the various divisions and programs to align staffing with current needs of the department. Instead of requesting additional General Fund for the re-allocated positions, Probation was able to absorb these movements due to the additional allocation of Proposition 172 revenue.

The State realigned the responsibility for juveniles in the State's Department of Juvenile Justice (DJJ) programs back to Counties effective July 1. At the May 4, 2021 Board of Supervisors meeting, the Board approved joining a consortium of counties in order to address housing needs related to implementation of Juvenile Justice Realignment. At that time, the cost of joining of this consortium was unknown. Since then, staff have learned that the year-one cost for membership in this group is 1% of the County's block grant funding for this purpose, or approximately \$2,750 for the first year (FY21-22). As the county's funding will increase each year, the department expects the cost for continued membership will also increase each year. This expense is for membership only; should the County have a juvenile sentenced to a term with the DJJ, additional expenses could be incurred.

Since the Recommended Budget was approved, anticipated revenue for the department's Special Revenue Fund, Juvenile Justice Crime Prevention Act, has been reduced by \$650,000. The department intends to bridge the gap by increasing its use of available fund balance from that source.

Public Defender

The Public Defender's Adopted Budget has base increases of \$122,000 for workers compensation, and general liability insurance. However, the Probation Department has permitted the use of Probation Juvenile special revenue funds to fund an existing juvenile-focused Social Worker in the Public Defender's Office, and this will reduce the Public Defender's net county cost by \$134,000 so that position has no net county cost.

The Public Defender has received a number of non-General Fund grants and funding to provide new client focused programs. Those funds include an Indigent Defense State grant, a County Resentencing Pilot Program PC 1170(d) from the State, and increased funding from Community Corrections Partnership (CCP).

The Public Defender's Indigent Defense grant through the State of California Board of State and Community Corrections (BSCC) was approved in the later months of FY20-21, and the program has been fully budgeted in FY21-22 at a cost of \$347,900. The grant funding will provide for hosting Partners for Justice advocates, improving and expanding the office's intern-to-public defender pipeline program, and supporting implementation of diversity and implicit bias training.

The Public Defender has also received \$415,000 for a three-year County Resentencing Pilot Program

PC 1170(d). The funds are to be used to support resentencing of individuals qualified per the program, and ensure adequate staffing of deputy public defenders and other support staff to represent incarcerated persons. In FY21-22, a new Deputy Public Defender III will be hired to implement this new pilot program. The grant will also fund a community-based organization to have trained advocates to create re-entry plans.

The Public Defender's Community Corrections Partnership (CCP) allocation is \$519,000, an increase of \$375,000 from FY20-21. With the FY21-22 allocation, the Public Defender is able to fund a new Mitigation Specialist and a new Investigator position. CCP funding is also able to continue supporting a Supervising Mitigation Specialist, offset the partial cost of an attorney and support legal defense work delivered by the conflict panel attorneys.

In addition, CCP Innovation funds were also granted to the Public Defender for a new Mental Health Diversion program in collaboration with the District Attorney's Office, the Probation Department, and a community-based organization to address the unmet needs of criminally involved individuals suffering from mental illness. The Public Defender's funding is \$168,000 annually, which will be used to pay for a portion of four journey level attorneys from each of the four felony court departments to implement this program. With \$168,000 in General Fund salary savings, the Public Defender will hire a Deputy Public Defender I.

Sheriff

Included in the Sheriff's proposed Adopted Budget are base adjustments for a reduction of \$1.1 million. The reductions are due to the re-calculation of the YCPARMIA Workers Compensation and General Liability insurance formula. With the emphasis on exposure to potential claims as opposed to the emphasis on claims history, the Adopted Budget now reflects a reduction to the Recommended Budget amounts.

The General Fund has been able to fund various high priority Sheriff requests. Staff is recommending the replacement of a Boat Patrol vehicle (\$63,000), 2 replacement Patrol vehicles (\$169,000), a new Communication and Patrol Vehicle Technician position (\$156,000) and a new Resident Deputy and vehicle (\$247,400).

On a rotating basis, a certain number of Sheriff Patrol vehicles must be replaced each fiscal year. Due to the number of miles per month and the length of time to get a new vehicle ready for service, vehicles are budgeted for and ordered many months in advance of actual need. The Fleet Manager is involved and has approved the number of vehicles to be replaced.

The new Communication and Patrol Vehicle Technician is a new classification and will provide in-house installation of public safety vehicle equipment (radios, cameras, lights, etc.). In addition, by having the installations done in-house, and not relying on the availability of the vendor, it should reduce the cost of installation as well as the total time of preparing a vehicle for service.

A new Resident Deputy, expected to be assigned to the Capay Valley, is also being recommended by staff. The community has voiced concern for safety and response time to public safety calls. A Resident Deputy will live in the community, thereby improving response time and increasing accessibility for the community. A new vehicle is also included in the cost of the Deputy.

With an increase in Proposition 172 revenue and the use of General Fund, the County is able to fund 10 new Correctional Officers, including mandatory training and officer equipment. The additional Correctional Officers have been an obligation since the State awarded funding for the jail expansion in 2015. A recent staffing study conducted by an outside consultant has recommended the additional Correctional Officers as necessary for the proper operation of the facility (Attachment L). In past fiscal years, limited revenue growth and impacts from the COVID-19 pandemic did not allow for the funding of these requested new positions. The Leinberger facility currently is under construction and expected to be completed Fall of 2022. However, due to the significant lag in hiring and training of correctional

officers, it is appropriate to fund this need in advance of the opening of that facility which provides low-risk offenders additional services and prepares them for re-entry. Staff did a deep dive and prepared an analysis (Attachment M) on the merits of the construction of the facility in November 2020. The Board at that time determined the facility and appropriate staffing was critical to offer facility programming to prepare individuals for re-entry into the community.

Because of mandated staffing levels from a Memorandum of Understanding (MOU) with the Courts and lack of State funding, the County used General Fund and salary savings the past several years to balance Court Security costs. Due to increased Public Safety Realignment for the Adopted Budget (\$418,000), staff was able to reduce the amount of salary savings by \$150,000 and also reduce the net county cost to meet Yolo Superior Court MOU specific staffing requirements.

At Recommended Budget, the CCP allocation could not fund the existing positions so General Fund will cover these costs. With the increased one-time growth in CCP revenue, the net county cost was reduced at Adopted Budget; however, since it was balanced with one-time funding, this may need to be reviewed in future budget years for sustainability.

Through CCP Treatment program funds, the Sheriff's Office received \$30,000 for the Co-Responder program and \$127,000 for a new Correctional Officer for the Medical Assisted Treatment (MAT) program. The CCP Treatment program is also partially funding a full time In-Custody Treatment Manager \$100,000, with the remaining \$50,000 being funded with General Fund.

The Sheriff's Small and Rural special funds will be funding a number of requests. With Small and Rural funds, \$479,100 will be used to purchase 2 replacement Patrol vehicles, a department website refresh, a mobile fingerprint scanner for the Coroner and equipment and other one-time costs for the body worn camera project. The Small and Rural fund is also funding the final year of the Records Management System / Jail Management System (RMS/JMS) software implementation, \$475,000. After delays due to the COVID-19 pandemic, FY21-22 will be the final phase of implementation for the RMS/JMS.

During both the FY20-21 Recommended and Adopted Budget process, the Sheriff's Office requested Body Worn Cameras but the County was unable to fund the request. In the FY21-22 Adopted Budget, for transparency and accountability, funding this program has become a high priority for both the Sheriff and the County. The one-time costs will be funded by the Sheriff's Small and Rural funds, a total of \$352,100 for 260 cameras, implementation, training, project contingency, and staff costs. The on-going costs for the annual subscription of 260 cameras and two new positions — a Property & Evidence Technician and a Technical Support Specialist is funded by General Fund (\$459,300).

The body camera project will be implemented in phases over multiple years. Cameras would be implemented for Patrol Deputies first, followed by Detention Officers and others at a future time. The two new positions will provide support as video forensic specialists, manage the software, respond to public records requests, minimize the impact to the technology infrastructure with the addition of 260 cameras and ensure compliance with operational guidelines.

There were a number of Sheriff General Fund requests that are not recommended at this time. The Sheriff requests are included on Attachment E.

<u>Contingencies</u>

The County policy on Fund Balance and Reserves identifies appropriations for contingencies as the first line of defense against uncertainty in the annual budget, and provides that the County Administrator will recommend a specific level of appropriation for contingency, usually between 1% - 3% of total budgeted expenditures. The proposed Adopted Budget includes an additional \$2,800,000 in appropriation for various contingencies, as outlined below. Use of any contingency funds will require subsequent approval by a 4/5 vote of the Board of Supervisors.

General Fund Contingency - No additional contributions are being made to the general fund

contingency. The total amount of \$2,450,000, or 1.4%, will be used to cover unexpected expenditures for FY21-22.

<u>Public Safety Contingency</u> – It is recommended that an additional \$250,000 be added to the Public Safety Contingency to cover unexpected expenditures. This contribution will bring the Public Safety Contingency to a total of \$1,350,000, or 1.6% of public safety expenditures for FY21-22.

<u>Health & Human Services</u> – It is recommended that \$1,500,000 be added to a Health and Human Services contingency for unanticipated budgetary shortfalls. Areas that are being monitored and may require the contingency are the continued increase in Foster Care costs and the impacts of the IHSS wage increase.

<u>Fire Sustainability Contingency</u> – It is recommended that the County set aside a contingency of \$550,000. This contingency would only be used if the Board approves a long-term financial sustainability plan which is mutually agreed upon with the Rural Fire Districts. The County and Districts are hopeful after the LAFCO report that a mutually agreeable plan may be developed in a timely manner. There was concern by the Fire Districts that without funds set aside to potentially implement this plan, it would hamper continued good faith efforts toward that plan. County staff expect any plan put before the Board will require the Fire Districts to first take substantial self-help actions to finance their own district needs before or concurrent with any commitment of County funds.

<u>Roads Contingency</u>- It is recommended that an additional \$150,000 be added to the Roads Contingency. During the Recommended Budget process, the Board had communicated a specific interest in funding a Roads contingency of \$350,000 to allow for pre-planning activities. This contribution will bring the Roads Contingency to a total of \$350,000 for FY21-22.

<u>HHSA Emerging Needs Contingency</u> - An HHSA Emerging Needs contingency of \$225,000 is budgeted in the Ceres fund from deallocated funds to be appropriated, when needed, for new or emerging needs.

<u>IT Innovation Contingency</u> – It is recommended that \$200,000 be used to fund the IT Innovation Contingency for IT projects and solutions identified throughout the fiscal year that result in efficiencies or enhanced customer service. In prior years, IT Innovation has been used to fund projects such as digital asset management, digital scanning, cybersecurity and eDiscovery software.

<u>Safety and Security Contingency</u> – It is recommended that \$150,000 be used to fund the Safety and Security contingency to take security measures to protect the staff and the County facilities. These funds will be appropriated to General Services to be available for any immediate safety needs as they arise, and thus subsequent Board action would not be needed to appropriate. General Services has committed to prepare a full report of expenditures to be brought back to the Board of Supervisors at the end of the fiscal year.

<u>Child Support Contingency</u> - The Child Support contingency would provide Child Support a small amount of general funds that could be utilized if needed to maximize their State and Federal funding. In the past, Child Support, due to having no general fund available, would be conservative in their expenditures in order for the department not to exceed its State/Federal allocation. This small contingency of \$30,000 is available should expenditures slightly exceed those allocations.

Reserves (Attachment N)

<u>General Reserve</u> - The Board Policy on Fund Balance and Reserves establishes a General Reserve target of 10% of average General Fund expenditures. In FY19-20 and FY20-21, due to the impact of the COVID-19 pandemic, the County was not able to contribute to the general reserve, and the percentage in reserves fell to 5.7%. As a result, the County in this year is recommending a significant contribution to bring the reserve up to 7.0% to reinstate progress toward this target.

<u>Capital Improvement Plan (CIP) Reserves</u> - The County also has significant capital projects on the horizon including the Knights Landing Levee, Yolo Library, Information Technology and Agriculture Building Renovations, among others. As a result, there is the need to set funding aside to meet some of these capital projects as the full needs are known. Thus, a certain amount is being set aside in the CIP reserve in the amount of approximately \$634,000. This reserve requires subsequent appropriation from the Board to specific projects when needed. An updated Capital Improvement and Financing Plan is anticipated to be brought to the Board in October.

<u>Audit Disallowance Reserve</u> - Each year the state audits mental health reimbursements and disallows payments for a variety of reasons. This reserve addresses the risk of a significant negative disallowance in an audit finding. In addition, the County has significant additional audit risks related to the significant inflow of state and federal funds to respond to the COVID-19 pandemic, which make this reserve critical to maintain.

<u>Liability Reserve</u> - A liability reserve has been established to protect against future litigation or claims against the County. County Counsel has indicated that a liability reserve of \$600,000 should be sufficient to protect the County from litigation exposure. Because the County has met the threshold, no additional contributions are necessary for FY21-22.

As discussed in the sections above, the FY21-22 Adopted Budget allocates additional funds to various reserves and contingencies. The tables below summarize the total reserve and contingency amounts included in the FY21-22 Adopted Budget, inclusive of amounts that were previously approved in the Recommended Budget.

| FY21-22 Total Appropriation for Contingencies (Recommended and Adopted) | | | |
|---|-----------|--|--|
| General Fund (1.4%) 2,450 | | | |
| Public Safety (1.6%) | 1,350,000 | | |
| Health & Human Services (0.5%) | 1,500,000 | | |
| Fire Sustainability Contingency | 550,000 | | |
| Roads | 350,000 | | |
| HHSA Emerging Needs | 225,000 | | |
| IT Innovation | 200,000 | | |
| Safety & Security | 150,000 | | |
| Child Support | 30,000 | | |

| FY21-22 Total Budgeted Reserve Levels (Recommended and Adopted) | | |
|---|------------|--|
| General Reserve (7.0%) 17,494,052 | | |
| Capital Improvement Program | 2,457,238 | |
| Audit Disallowance | 2,000,000 | |
| Liability Reserve | 600,000 | |
| OPEB Trust* | 35,846,221 | |
| Pension Trust* | 8,707,825 | |

Community Corrections Partnership

The proposed Adopted Budget for the Community Corrections Partnership (CCP) reflects an anticipated one-time sizable growth allocation, increasing anticipated revenue in the fund by \$3,000,000 over the Recommended Budget. Additionally, the CCP has spent the past fiscal year reviewing its budgeting process and implementing a percentage-based budgeting methodology. This change will allow stability in departmental allocations of anticipated revenues in future years, thus

allowing departments to better plan and manage their CCP funded programs. Percentage based allocations for the CCP are as depicted in the following table:

| Department | Percentage | FY21-22 Allocation (\$) | |
|-------------------|------------|----------------------------|--|
| Probation | 27.5% | 3,175,066 | |
| Sheriff | 27.5% | 3,175,066 | |
| Treatment | 25% | 2,886,424 | |
| Innovation | 9% | 1,039,113 | |
| District Attorney | 4.5% | 519,556 | |
| Public Defender | 4.5% | 519,556 | |
| Administration | 2% | 230,914 | |

As a result of this process, both the Sheriff and Probation departments have seen reductions in their departmental specific CCP allocations. However, additional Treatment allocations allowed both departments to bridge some or all of these reductions.

Percentage-based budgeting has allowed the CCP to align funding with the goals of the 2019-2022 CCP Strategic Plan and has allowed the partnership to make considerable investment in Treatment and Innovation efforts. In addition to historically funded Treatment programs, the CCP has approved \$100,000 for an in-Custody Treatment Manager, \$462,695 for a Medication Assisted Treatment Program, \$40,000 for Vocational Development Services, \$250,000 for In-Custody Substance Use Disorder Treatment and \$100,000 for a Discharge Planner. Additional funding in Innovation is being used to fund a new Mental Health Diversion Program, a Victim Advocate, and Intercept One of the Crisis Now Model. Additionally, \$200,000 in Innovation funds will be provided to the City of Woodland, to assist in funding their Advance Peace program.

Administration funding is being used to fund a portion of two existing FTEs: the CCP Analyst and Probation Fiscal Administration Officer. Both positions provide the CCP dedicated programmatic and fiscal support.

Rural Community Investment Program

The Rural Community Investment Program (RCIP) is a mechanism for advancing unaddressed programs, policies, and initiatives in rural unincorporated areas. In prior years, staff from the County Administrator's Office and Yolo County Housing gathered information on the interests of the rural communities to target potential County and grant funding resources. Information was gathered through conducting town meetings in some of the rural areas. Staff also reviewed the needs identified in the action plans of Capay Valley, Clarksburg, and Knights Landing, and in the Yolo County Agricultural Labor Study.

Investments recommended for FY21-22 were driven by prior outreach efforts and internally identified funding needs. Historically, the RCIP has been funded with General Fund revenues. Due to budgetary constraints on the General Fund, staff is recommending that the \$1,050,000 in projects identified in the table below be funded with Cannabis Tax revenues. This proposed use of Cannabis Tax revenues is consistent with the general Cannabis Tax expenditure framework previously adopted by the Board and falls within the specific category related to investment in rural infrastructure and support. More information on RCIP may be found on the County's website.

| Rural Community Investment Proposal | Amount |
|-------------------------------------|-----------|
| Rural Law Enforcement | \$200,000 |
| Madison-Knights Landing CSD Truck | \$50,000 |

| Total: | \$1,050,000 |
|-----------------------------------|-------------|
| Tuli Mem Operations & Maintenance | \$125,000 |
| Fire District Sustainability | \$500,000 |
| Guinda Town Hall Improvements | \$5,000 |
| Knights Landing Levee Project | \$105,000 |
| Prop 68 Rural Parks Grant Match | \$65,000 |

Attachment J provides a brief description of each of the RCIP requests and staff recommendations for FY21-22. The attachment includes both the recommendations requested by the Board's Cannabis Ad Hoc Subcommittee as well as the Cannabis Tax Citizen's Oversight Advisory Committee.

Cannabis Tax Expenditure Plan

In FY20-21, the County generated approximately \$2,073,000 in Cannabis Tax revenue and had additional interest earnings and unallocated funds from prior years for a total of \$2,480,000 to allocate. The County followed a two-stage process in the appropriation of the cannabis funding, appropriating \$1,165,000 during the recommended budget on June 15, 2021 using Cannabis revenues collected for the first two quarters for FY20-21. After the 4 th quarter collections were completed (in July 2021), staff updated figures with the actual final collected amounts for FY20-21.

Then, pursuant to the County's cannabis tax ordinance, staff drafted the updated expenditure plan for Adopted Budget (Attachment I), which provides funding to each of the five funding priorities identified in the Board's cannabis tax general framework (Criminal Enforcement of Illegal Cultivation, Early Childhood Intervention and Prevention, Youth Development, and Rural Infrastructure), and Financial Sustainability.

The expenditure plan was reviewed with the Cannabis Tax Citizen's Oversight Committee on August 27, 2021. The Citizen's Oversight Committee unanimously expressed the desire to see the addition of a resident deputy to the Sheriff's program to promote safety in the Capay Valley, which has been impacted by the cultivation of cannabis. The Committee advised staff to consider funding this request by reducing the youth development area of the plan or to explore avenues to fund with County sources other than Cannabis. As discussed above (in the Sheriff section), staff recommend funding the additional Resident Deputy requested using the General Fund.

American Rescue Plan (ARP) Expenditure Plan

The 2021-22 Adopted Budget appropriates the County's \$42.8 million in ARP funds. The initial ARP expenditure plan is expected to be considered for approval on September 28th in a separate board item prior to the budget hearing, where the Board will be asked to approve several priority projects. The balance of the ARP funds will remain appropriated but unallocated pending further Board direction and approval of additional funding uses. In accordance with the County Budget Act, by appropriating all the ARP funds within a single fund, the Board may approve subsequent funding allocations for specific purposes with a simple majority vote.

Capital and Maintenance Projects

Accumulated Capital Outlay (ACO)

The proposed Adopted Budget for Accumulated Capital Outlay (ACO) includes two new items for funding. General Services is working on various ACO-funded projects; however, the original project estimates did not include staff time. An additional \$166,300 is recommended to cover the staff costs associated with these projects. The second new item is \$10,000 for a consultant to provide a Construction Specification Standard document to provide departments with consistent specifics for new construction or remodeling of facility buildings.

Carryforward Appropriations

The FY21-22 Adopted Budget includes \$2.6 million in unused appropriations from FY20-21 that will be encumbered and carried forward into FY21-22. These appropriations are for one-time purchases that have been ordered but not yet paid for, or for specific one-time projects or initiatives that were not completed by year-end. Examples include vehicle purchases that have not yet been invoiced, or contingency funds awarded for a specific project that had not yet been completed. The purpose of carryforward appropriations is to ensure sufficient budgetary authority to meet contractual obligations and to carry out Board directives. A summary of carryforward items and amounts by department is provided in Attachment B. All carryforward appropriations have been incorporated into the FY21-22 Adopted Budget and are included in the budget totals reflected in the budget resolution Attachment C, Exhibit C1.

Looking Ahead

The County had significant fiscal challenges on the horizon even before the COVID-19 pandemic. While revenue growth since the recommended budget has been better than initially expected, challenges still exist.

Labor Negotiations

The County is completing labor negotiations with those bargaining units whose agreements expired on June 30, 2021. The negotiations appear to have resulted in higher labor cost increases for certain labor units than originally anticipated in the Recommended Budget. These labor increases are expected to be absorbed in department budgets. However, should a department determine over the course of the year that labor costs cannot be absorbed in their budget, they may request contingency to close the gap at regular budget monitoring intervals (ex. Mid-year, third-quarter, fourth-quarter).

Pension Costs

The impacts of the recession created by COVID-19 were short-lived on the investment markets, and CalPERS had returns above the benchmark for the fiscal year ending on June 30, 2021. However, any benefits of those increased returns will not be seen until FY23-24 contribution rates. In addition, CalPERS plans to use those returns to de-risk the system through a risk mitigation policy and has indicated their policy was triggered to drop the expected rate of investment return to 6.80% as a result of investment returns.

CalPERS also may choose to reduce their discount rate further by the CalPERS Board in December 2021. At their Board meeting in mid-September, CalPERS Board began considering portfolio structures with return rates ranging from 6.25-6.75% which are below the present 7.00% rate. Whenever the discount rate is lowered, it puts more burden on employer contributions than investment earnings to properly fund the pension system. Lower discount rates mean higher County contribution rates in the future.

As of the last published actuarial report dated June 30, 2020, the County's total unfunded liability for miscellaneous and safety plans is \$370 million (increase of \$20 million from prior valuation) and the funded ratio is approximately 65%. The table below shows contribution rates for upcoming years (however these do not reflect additional changes in CalPERS policies as discussed above).

| Fiscal Year | Miscellaneous | Safety |
|-------------|---------------|--------|
| FY21-22 | 31.37% | 44.44% |
| FY22-23 | 32.69% | 46.88% |
| FY23-24 | 33.40% | 47.90% |
| FY24-25 | 34.10% | 48.80% |
| FY25-26 | 32.60% | 48.90% |

| | 00.500 | 4- 7-004 |
|--|----------|----------|
| l FY26-27 | 32.50% | 47 70% |
| 1 120-21 | 0Z.00 /0 | 47.70% |
| The state of the s | | |

In May 2018, the Board approved a Pension Funding policy to establish best practices and guide the County's effort to stabilize pension funding and address the unfunded pension liability. In accordance with the policy, the FY21-22 Budget continues to include a 1.5% payroll charge, or approximately \$2.0 million, for purposes of funding the Pension Trust.

Other Post Employment Benefits

The FY21-22 Recommended Budget includes \$10.2 million in OPEB charges to departments, a decrease of \$782,000 from the FY19-20 Adopted Budget. The OPEB actuarially determined contribution rate decreased from 7.8% of payroll in the FY20-21 Adopted Budget to 7.7% in the FY21-22 Adopted Budget.

In May 2011, the Board approved the creation of an irrevocable trust to accumulate assets for the purpose of reducing the OPEB liability. The initial policy had a funding ramp up over 15 years; however, the County achieved that ramp-up sooner than anticipated and in November 2019 updated the policy to fund the trust at the actuarially determined contribution level. The OPEB trust has a balance of approximately \$31.1 million as of June 2021.

In addition to funding the OPEB trust, significant progress has been made in lowering the overall OPEB liability through the implementation of benefit caps for most employee units. As a result of these efforts, the overall unfunded OPEB liability is now \$65.2 million, a decline of \$3.5 million in the June 30, 2020 valuation compared to the prior June 30, 2018 valuation.

Mental Health Services Act/Core Mental Health Funds

The County of Yolo submits Mental Health cost reports within six months of the close of each fiscal year to the California Department of Health Care Services (DHCS). These cost reports typically receive a desk review within 1-2 years of submission and receive an audit approximately 7 years after submission of the report. The DHCS is still completing the audit of the County's 2012-13 cost report submission. Following the cost report, which reviews units of mental health services provided, reimbursements from Medi-Cal, and use of funding sources including MHSA, there are adjustments that are required to be recorded in the accounting ledgers to reflect the accurate use of funding sources. When updating their 2021-22 MHSA plan the County's Health & Human Services Agency (HHSA) realized a need to investigate whether the appropriate accounting entries have been recorded for some of the recently concluded audits. This preliminary review indicates there may be an over-recognition of revenues from MHSA in prior years of approximately \$5.2 million which would increase the balances in the MHSA funds; however, making the accounting correction for the over-recognition of revenues would push the Core Mental Health fund into a significant deficit. County finance staff are working closely with HHSA to validate these preliminary estimates and are expected to come back to the Board as part of the mid-year update. In addition, County finance staff in conjunction with HHSA plan to bring forth a financing plan to resolve the \$5.2 million deficit created in the Core Mental Health fund. This financing plan may require support from the general fund after exhausting other available resources, however the exact amount if any, cannot be determined at this time. Any additional funds that are placed into MHSA as a result of this correction or other uncommitted balances from prior years, are expected to go through a community stakeholder process before returning back to the Board for approval.

Fire Sustainability

The County continues to have discussions with Rural Fire Protection Districts which face declining volunteers, increased calls for service, and aged equipment and apparatus. While discussions toward fiscal sustainability have not concluded, and the County fully expects Fire Districts to first expand and increase their own revenue sources, the County's future investment in Fire Districts may not be insignificant. The County needs to be cautious to ensure that its efforts to help aid the sustainability of others does not jeopardize its own efforts toward long-term sustainability and its ability to honor existing commitments.

Disaster Emergencies

The County has three present disaster or emergency declarations which include: (1) COVID-19 Pandemic, (2) Local Drought Emergency, and (3) Climate Action Emergency. It is difficult to fully budget for the evolution of each of these emergencies; however, the budget attempts to put aside sufficient contingencies to respond flexibly as these situations evolve and costs become known. The County is positioning itself to leverage state and other funds wherever possible to minimize the local costs required by these emergencies.

Conclusion

In the light of these fiscal challenges on the horizon for the next few years, the Adopted Budget optimistically assumes that revenue sources will recover more quickly than initially expected, but cautions against taking on too many new commitments as the pace of economic growth is still uncertain. The County continues to face the risk that costs will continue to outpace revenues and needs to redouble efforts to strengthen revenue generation where possible and continue diligence in cost containment. In addition, while State and Federal revenues to respond to and recover from the pandemic are substantial, caution is needed to not become dependent on these sources or to assume that expenditures can be sustained at a heightened level when state and federal support concludes.

Collaborations (including Board advisory groups and external partner agencies)

All county departments were provided the opportunity to submit additional budget adjustments and requests. Financial Services staff worked with department heads and fiscal officers in reviewing and analyzing the requests. Proposed funding plan was reviewed with the Board Chair and Vice Chair on 8/26/21 and on 9/9/21. The Fire Sustainability contingency recommendation was brought forward by Board Chair Provenza, Vice Chair Barajas and Supervisor Sandy. Human Resources reviewed staffing requests and prepared the Authorized Position and Salary Resolution. County Counsel reviewed the Adopted Budget resolution as to form.

Competitive Bid Process

N/A

Fiscal Information

Fiscal impact (see budgetary detail below)

Fiscal Impact of this Expenditure

| Total cost of recommended action | \$871,553,241 |
|---|---------------|
| Amount budgeted for expenditure | \$0 |
| Additional expenditure authority needed | \$871,553,241 |
| One-time commitment | Yes |

Source of Funds for this Expenditure

All County Funds \$871,553,241

Further explanation as needed

This action appropriates funding for FY21-22. The fiscal impact above reflects the total consolidated County budget including interfund transfers.

Attachments

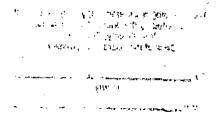
- Att. A. FY20-21 Fund Balance Report
- Att. B. FY20-21 Carryforward Requests
- Att. C. Budget Resolution and Exhibit C1
- Att. D. FY21-22 General Fund Augmentations Recommendations
- Att. E. FY21-22 General Fund Augmentations Not Recommended
- Att. F. FY21-22 Non-General Fund Recommendations
- Att. G. FY21-22 Detailed Position Table
- Att. H. FY21-22 Equipment List
- Att. I. FY21-22 Cannabis Tax Expenditure Plan
- Att. J. FY21-22 Rural Community Investment Projects
- Att. K. FY21-22 HHSA IGT Expenditure Plan
- Att. L. Yolo County Detention Center Staffing Analysis
- Att. M.Leinberger Center Analysis from November 2020
- Att. N. FY21-22 Reserve Balances
- Att. O. Presentation

Form Review

| | Form Revie | W |
|----------------------------------|-------------------|---------------------------------|
| Inbox | Reviewed By | Date |
| Shetby Milliren | Shelby Milliren | 08/30/2021 11:35 AM |
| Financial Services (Originator) | Shelby Milliren | 08/30/2021 11:36 AM |
| Shelby Milliren | Shelby Milliren | 09/22/2021 07:47 AM |
| Financial Services (Originator) | Chad Rinde | 09/22/2021 08:21 AM |
| Chad Rinde | Chad Rinde | 09/22/2021 08:51 AM |
| Financial Services (Originator) | Shelby Milliren | 09/22/2021 12:42 PM |
| Daniet Kim | Daniel Kim | 09/22/2021 03:19 PM |
| Shelby Milliren | Shelby Milliren | 09/22/2021 04:22 PM |
| County Counsel | Hope Welton | 09/22/2021 06:33 PM |
| Joanne Vanhoosear | Julie Dachtler | 09/23/2021 08:57 AM |
| Joanne Vanhoosear | Joanne Vanhoosear | 09/23/2021 02:12 PM |
| Elisa Sabatini | Elisa Sabatini | 09/23/2021 03:25 PM |
| Form Started By: Shelby Milliren | • | Started On: 08/30/2021 11:27 AM |
| Final Approval Date: 09/23/2021 | | |

FY21-22 Adopted Budget Non-General Fund Recommendations

| Department | Description | 'E | xpenditure | Funding Source |
|------------------------------|---|-------------|------------|------------------------------|
| County Administrative Office | Community Development Block Grant - Coronavirus | \$ | 536;152 | State |
| | WW Golf Course - New Golf Green Mower | \$ | 60,000 | Fund Balance |
| | WW Golf Course - Increase in Kemper Sports Management Contract | \$ | 139,226 | Fees, Sales and Fund Balance |
| County Service Areas | El Macero Street - Resurfacing Oaks Project | \$ | 11,000 | Fund Balance |
| | El Macero Water - Increased Utilities | 5 | 90,000 | Assessment Revenue |
| | WW Water - Water Conservation Rebate Program | \$ | 20,000 | Fund Balance |
| | WW Water - New water Well | \$ | 1,353,220 | Fund Balance |
| | COVID-19 Program - Emergency Rental Assistance | \$. | 98,338 | State |
| Countywide | COVID-19 Program - Housing for the Harvest | \$ | 40,000 | State |
| | American Rescue Plan Act Funding | ş | 42,829,540 | Federal |
| | Mental Health Diversion Program including Deputy District Attorney | \$ | 388,400 | CCP |
| | New Server for AV Media | 5 | 20,000 | Misc. Seized Funds |
| District Attorney | Asset Forfeiture Funds for West Sac | \$ | 35,000 | Misc. Seized Funds |
| District Actorney | Restorative Justice Partnership Advocate including Victim Services Program Assistant | s | 93,049 | ССР |
| | CHP Cannabis Tax Fund Grant | 5 | 100,500 | State |
| | Innovation Technology Manager 50% Funding | \$ | 116,067 | Prop 172 |
| | New Permitting Software (Replacement) | \$ | 327,329 | Tech Fee Fund Balance |
| Community Services | Consultants for CLUO and Environmental Impact Report | \$ | 430,000 | Permit Fees |
| | Payment to Yolo Land Trust for Land Mitigation | 5 | 150,000 | Ag Conservation Fund Balance |
| | Russell Blvd Corridor Project | s | 30,000 | State |
| Financial Services | Senior Accounting Technician (35% Property Tax Funded) | s | 31,213 | Property Tax/General Fund |
| | County Specification of Construction document | \$ | 10,000 | ACO |
| | New Position Senior Accounting Tech | \$ | 78,490 | Project Reimbursement |
| General Services | OHV Grant | \$ | 35,735 | <u>S</u> tate |
| | Project Coordination/Management Reimbursement | s | 166,300 | ACO |
| | Tull-Mem Park & Pool | \$ | 125,000 | Cannabis Measure K |
| | Reclass Behavioral Health Case Manager to Admin Services Analyst | s | 30,350 | Mental Health |
| Health & Human Services | 2 New Admin Analyst Positions | \$ | 138,810 | IGT |
| | Reclass 2 Employment Services Specialist to Intensive Case Manager | \$ | 1,334 | Realignment |
| | Mental Health Crisis Now Program | 5 | 5,634,031 | Federal/Medi-Cal/Other |
| | New Workforce Investment Act HRC SB1 Grant | \$ | 352,345 | Other Misc. Revenue |
| | Early Learning and Care (ELC) Expansion Funding | \$ | 6,000,000 | Federal |
| | 2 New Admin Clerk II Positions | \$ | 121,858 | Realignment |
| | 2 New Assistant Storekeeper Positions | \$ | 147,854 | Realignment |
| | HHAP Grant and Direct to Client Support | 5 | 10,472,897 | Realignment |



FY21-22 Adopted Budget Non-General Fund Recommendations

| Department | Description | Expenditure | Funding Source |
|--------------------------------|---|---------------|-----------------------|
| | Whole Person Care Grant Mobile Medical Vehicle Enhancements | \$ 541,470 | Realignment |
| | In-Custody Substance Use Disorder Treatment Program | \$ 350,000 | CCP |
| | Substance Use Disorder Medication-Assisted Treatment | 3 330,000 | ccr . |
| Health & Human Services | (MAT) Program | \$ 333,261 | Federal/State |
| (continued) | New Behavioral Health Case Manager Position | \$ 100,595 | Mental Health |
| . , | New Senior Accounting Technician Position | \$ 104,989 | Medi-Cal |
| | Ongoing CROC Operations | \$ 145,000 | ELC Grant |
| | HHSA Yolo Family Poverty Reduction Pilot | \$ 210,000 | Cannabis Measure K |
| | HHSA Differential Response | \$ 200,000 | Cannabls Measure K |
| Innovative Technology Services | Office 365 Security | \$ 60,000 | Interfund Revenue |
| | Davis Library Security Cameras | \$ 1,251 | Fund Balance |
| Library | Previously Approved New Integrated Library System - put on hold | \$ (750,000) | Fund Balance |
| | Tables for Winters Community Library | \$ 2,749 | Fund Balance |
| | New Social Worker Practitioner Position | \$ 133,006 | CCP |
| | Mental Health Diversion | \$ 168,000 | ССР |
| Public Defender | New Deputy Public Defender II Position | 5 164,425 | ССР |
| | Resentencing Pilot Program | \$ 217,669 | State |
| • | New Public Defender Investigator I | 5 144,526 | CCP |
| | DJJ Consortium Membership | \$ 2,750 | State |
| | Offenderlink Messaging System | \$ 20,500 | State |
| | Transportation Incentives for at risk Juveniles | 5 5,000 | State |
| | Unfund Deputy Probation Officer and Re-fund a Senior Deputy PO | \$ 6,375 | ССР |
| Probation | Probation Staffing Overtime | \$ 210,000 | Prop 172 |
| | Radios | \$ 15,000 | Prop 172 |
| | Probation Services Increase in Revenue | \$ 22,418 | Prop 172 |
| | Shift positions from juvenile to adult division | \$ 131,664 | Prop 172 |
| | Increased DJJ Annual Payment | \$ 23,676 | State |
| | Body Cameras Equipment | \$ 207,100 | Small and Rural Fund |
| | CCP Co-Responder Project | \$ 30,000 | ССР |
| | New Correctional Officer II for MAT Program (Treatment) | \$ 127,241 | ССР |
| | Continuation of RMS/JMS Software System Implementation | \$ 475,209 | Fund Balance |
| Sheriff | Website Re-fresh | \$ 95,000 | Small and Rural Fund |
| | Mobile Fingerprint Scanner | \$ 8,000 | Small and Rural Fund |
| | Resident Deputy | \$ 200,000 | Cannabis Measure K |
| | 10 Correctional Officer | \$ 1,137,245 | Prop 172/General Fund |
| | 2 Patrol Vehicle Replacement | \$ 169,000 | Small & Rural Fund |
| • | Remove Salary Savings (Court Security) | \$ 150,000 | PS Realignment |
| | | \$ 75,377,157 | |



Exhibit J

BOARD OF SUPERVISORS

Mike Wasserman, District 1, President Susan Ellenberg, District 4, Vice President Cindy Chavez, District 2 Otto Lee, District 3 S. Joseph Simitian, District 5



Jeffrey V. Smith County Executive

James R. Williams County Counsel

Tiffany Lennear Acting Clerk of the Board

MINUTES November 16, 2021 9:30 AM Regular Meeting

BY VIRTUAL TELECONFERENCE ONLY

Tel. (408) 299-5001

Fax (408) 938-4525

TDD (408) 993-8272

SANTA CLARA COUNTY BOARD OF SUPERVISORS SPECIAL DISTRICTS THE FIRE DISTRICTS FINANCING AUTHORITY PUBLIC AUTHORITY OF SANTA CLARA COUNTY **VECTOR CONTROL DISTRICT** SANITATION DISTRICT NO. 2-3 COUNTY LIGHTING SERVICE AREA

1. Roll Call.

President Wasserman called the meeting to order at 9:30 a.m. A quorum was present via virtual teleconference pursuant to Government Code Section 54953(e).

| Attendee Name | Title | Status | Arrived |
|--------------------|----------------|--------|---------|
| Mike Wasserman | President | Remote | |
| Cindy Chavez | Supervisor | Remote | |
| Otto Lee | Supervisor | Remote | |
| Susan Ellenberg | Vice President | Remote | : |
| S. Joseph Simitian | Supervisor | Remote | |

2. Pledge of Allegiance.

The Pledge of Allegiance was recited.

3. Invocation by Gabrielle Antolovich, Board President of the Billy DeFrank LGBTQ and Community Center. (Lee) (ID# 108365)

The Invocation was received.

4. Announce Adjournments in Memoriam. (See Item No. 26)

a. Adjourn in honor and memory of Wilma Chan. (Lee) (ID# 108407)

The Adjournment was announced.

5. Commendations and Proclamations. (See Item No. 72)

The Commendations and Proclamations were presented.

a. Present Commendation for 67 community-based organizations for being instrumental in preventing homelessness, by providing direct financial assistance to lower income families during the pandemic. (President) (ID# 108370)

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- b. Present Commendation for Eduardo Rocha for 15 years of extraordinary service to private fiduciaries and the Office of the Public Administrator Guardian Conservator. (Lee)
- c. Proclamation declaring November 20, 2021 as "Transgender Day of Remembrance" in Santa Clara County. (Ellenberg)
- d. Present Proclamation declaring December 1, 2021 as "World Aids Day" in Santa Clara County. (Ellenberg)
- Receive report and present the Annual CalWORKs Achievement Awards from the Social Services Agency Department of Employment and Benefit Services. (ID# 107985)

Commence of the second second

The Awards were presented.

6 RESULT: RECEIVED

7. Public Comment. (ID# 108509)

Nine individuals addressed the Board.

8. Approve Consent Calendar and changes to the Board of Supervisors' Agenda.

Five individuals addressed the Board.

Item No. 18 was added to the Consent Calendar. Item Nos. 69, 70, 71, 73, and 74 were removed from the Consent Calendar. Item No. 24 was held to December 7, 2021. Item Nos. 21 and 51 were held to December 14, 2021. Item Nos. 11 and 12 were held to January 11, 2022.

Corrections were noted for Item Nos. 9b and 68a.

Requests were noted for Item Nos. 18, 21, 42, 43, 48, 49, 52, 55, 57, and 65.

- Cara Timora and the Participant of Carlo Participants

8 RESULT: APPROVED AS AMENDED [UNANIMOUS]

MOVER: Mike Wasserman, President SECONDER: Cindy Chavez, Supervisor

AYES: Wasserman, Chavez, Lee, Ellenberg, Simitian

9. Public Hearing - Purchase of real property located at 3090 South Bascom Avenue, San Jose. (Office of Supportive Housing)

- a. Public Hearing to consider the purchase of real property located at 3090 South Bascom Avenue, for a public purpose. (Supervisorial District Four) (ID# 107962)
 - i. Open public hearing and receive testimony.
 - ii. Close public hearing.

President Wasserman opened the public hearing. Two individuals addressed the Board. President Wasserman closed the public hearing.

9.a RESULT: HEARING CLOSED

 b. Consider recommendations relating to the purchase and ground lease of real property located at 3090 South Bascom Avenue, San Jose (Property), Assessor's Parcel No. 414-14-092. Resolution # BOS-2021-166 (ID# 107965)

Possible action:

- i. Adopt Resolution finding the acquisition of the Property is exempt from the California Environmental Quality Act; finding the acquisition serves a public purpose; finding that the property to be leased is exempt surplus land under the Surplus Land Act; and approving a delegation of authority to the County Executive, or designee, to negotiate, enter into, and sign all agreements and documents necessary or required to acquire and consummate the purchase of the Property, and to take all other necessary action to complete the acquisition, in an amount not to exceed \$5,450,000, following approval by County Counsel as to form and legality, and approval by the Office of the County Executive. Delegation of authority shall expire on December 31, 2026.
- ii. Approve delegation of authority to the County Executive, or designee, to take any and all necessary or advisable actions relating to the Ground Lease and Regulatory Agreement, including but not limited to negotiating and executing the Ground Lease and Regulatory Agreement; implementing, amending, modifying, enforcing, and managing the Ground Lease and Regulatory Agreement and their respective terms, with a contract term not to exceed 55 years, following approval by County Counsel as to form and legality, and

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approval by the Office of the County Executive; and, negotiating, entering into, and executing any and all other documents and agreements necessary or advisable in relation to the Ground Lease or Regulatory Agreement, following approval by County Counsel as to form and legality, and approval by the Office of the County Executive. Delegation of authority shall expire December 31, 2026.

iii. Approve amended delegation of authority to the County Executive, or designee, to negotiate, execute, amend, or terminate all legal documents, including but not limited to contracts, loan agreements, deeds of trust, promissory notes, subordination agreements, assignment agreements, estoppels and amendments relating to one or more loans and a sale/lease back arrangement with Affirmed Housing or affiliate in an amount not to exceed \$15,800,000 for the development of 79 apartments at the Bascom Apartments to be located at 3090 South Bascom Avenue in San Jose, following approval by County Counsel as to form and legality, approval by the Office of the County Executive, and subject to review and approval of final land use entitlement, California Environmental Quality Act, and related due diligence matters and other standard requirements set forth in the final documentation. Delegation of authority shall expire on December 31, 2026.

Corrected to reflect that the delegation listed in the second possible action should allow for a contract term not to exceed 75 years.

9.6 RESULT: APPROVED AS AMENDED [UNANIMOUS]

MOVER: Susan Ellenberg, Vice President

SECONDER: Cindy Chavez, Supervisor

AYES: Wasserman, Chavez, Lee, Ellenberg, Simitian

- 10. Public Hearing Purchase of real property located at 750 West San Carlos Street, San Jose. (Office of Supportive Housing)
 - a. Public Hearing to consider the purchase of real property located at 750 West San Carlos Street, for a public purpose. (Supervisorial District Four) (ID# 107961)
 - i. Open public hearing and receive testimony.
 - ii. Close public hearing.

President Wasserman opened the public hearing. Two individuals addressed the Board. President Wasserman closed the public hearing.

10.a RESULT: HEARING CLOSED

 b. Consider recommendations relating to the purchase and ground lease of real property located at 750 West San Carlos Street, San Jose (Property), Assessor's Parcel No. 264-15-003. Resolution # BOS-2021-167 (ID# 107964)

Possible action:

- i. Adopt Resolution finding the acquisition of the Property is exempt from the California Environmental Quality Act; finding the acquisition serves a public purpose; finding that the property to be leased is exempt surplus land under the Surplus Land Act; and approving a delegation of authority to the County Executive, or designee, to negotiate, enter into, and sign all agreements and documents necessary or required to acquire and consummate the purchase of the Property, and to take all other necessary action to complete the acquisition, in an amount not to exceed \$5,500,000, following approval by County Counsel as to form and legality, and approval by the Office of the County Executive. Delegation of authority shall expire on December 31, 2026.
- ii. Approve delegation of authority to the County Executive, or designee, to take any and all necessary or advisable actions relating to the Ground Lease and Regulatory Agreement, including but not limited to negotiating and executing the Ground Lease and Regulatory Agreement; implementing, amending, modifying, enforcing, and managing the Ground Lease and Regulatory Agreement and their respective terms, with a contract term not to exceed 87 years, following approval by County Counsel as to form and legality, and approval by the Office of the County Executive; and, negotiating, entering into, and executing any and all other documents and agreements necessary or advisable in relation to the Ground Lease or Regulatory Agreement, following approval by County Counsel as to form and legality, and approval by the Office of the County Executive. Delegation of authority shall expire December 31, 2026.

10.b RESULT: APPROVED [UNANIMOUS]

MOVER: Susan Ellenberg, Vice President

SECONDER: Cindy Chavez, Supervisor

AYES: Wasserman, Chavez, Lee, Ellenberg, Simitian

11. Under advisement from August 31, 2021 (Item No. 18): Receive report relating to improving jail management and operations, appropriately sizing the jail population, and alternatives to jail. (Office of the County Executive) (ID# 108118)

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Held to January 11, 2022 at the request of Vice President Ellenberg, following consideration by the Public Safety and Justice Committee.

11 RESULT: HELD [UNANIMOUS] Next: 1/11/2022 9:30 AM

MOVER: Mike Wasserman, President SECONDER: Cindy Chavez, Supervisor

AYES: Wasserman, Chavez, Lee, Ellenberg, Simitian

12. Under advisement from November 17, 2020 (Item No. 8): Consider recommendations relating to the Framework for Justice-Involved Clients. (Office of the County Executive) (ID# 107570)

Possible action:

- a. Direct Administration to develop a comprehensive treatment plan and continuum of care model for Justice-Involved Clients.
- b. Direct Administration to report to the Board of Supervisors in March 2022 with the care plan, including the development of community services that reduce client contact with the criminal justice system and facilitate other options for jail diversion and reentry services.
- c. Direct Administration to move forward with redesign efforts to build a new facility for 500 maximum security clients based on the needs identified in this report and provide the scoping schedule for the Board of Supervisors to assure an appropriate design.
- d. Direct Administration to develop a plan for demolition of components of Elmwood and all of Main Jail North.

Held to January 11, 2022 at the request of Vice President Ellenberg, following consideration by the Public Safety and Justice Committee.

12 RESULT: HELD [UNANIMOUS] Next: 1/11/2022 9:30 AM

MOVER: Mike Wasserman, President SECONDER: Cindy Chavez, Supervisor

AYES: Wasserman, Chavez, Lee, Ellenberg, Simitian

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13. Consider recommendations relating to draft redistricting plans for supervisorial district boundaries following the 2020 Census. (Office of the County Executive) (ID# 108352)

Possible action:

- a. Receive report from the Office of the County Executive relating to draft redistricting plans.
- b. Open public hearing and receive testimony regarding draft redistricting plans.
- c. Close public hearing.
- d. Provide input and direction to Administration relating to draft redistricting plans and any proposed changes.
- e. Provide direction to the Clerk of the Board relating to scheduling of further Board consideration of draft redistricting plans.

Taken out of order after Item Nos. 73 and 74 were considered concurrently.

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Fifty individuals addressed the Board.

President Wasserman made a motion to approve the EE 2.0 Map. Supervisor Simitian seconded the motion. The motion failed on a vote of 2-3 with Vice President Ellenberg and Supervisors Lee and Chavez voting no.

Vice President Ellenberg requested that Administration maintain San Jose City Council District One as one District on the final Map.

Supervisor Lee requested that Administration revise the Yellow Map to include the Evergreen area of San Jose in one Supervisorial District, and include the Meadowfair area of San Jose in Supervisorial District One.

At the request of Supervisor Chavez, the Board directed Administration to report to the Board on December 7, 2021 with a revised version of the refined Yellow Map, incorporating the input provided by the Board members, and adding the Lexington Reservoir area to District Five.

13 RESULT: APPROVED [3 TO 2]

MOVER: Cindy Chavez, Supervisor

SECONDER: Otto Lee, Supervisor **AYES:** Chavez, Lee, Ellenberg

NAYS: Wasserman, Simitian

14. Approve referral to Administration to report to the Board in three months with options for the creation of a Mental Health Systems Navigator Program. (Simitian) (ID# 108460)

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Two individuals addressed the Board.

At the request of Supervisor Simitian, the Board directed Administration to report to the Board in three months with options for consideration relating to the creation of a Mental Health Systems Navigator Program, with resources specifically dedicated to the navigator function rather than service provision.

At the request of Supervisor Chavez, the Board directed Administration to report to the Board in three months relating to ease of access regarding the quantity of telephone numbers necessary to call to receive services, and clarifying information regarding the difference between a navigator and an advocate.

14 RESULT: APPROVED [UNANIMOUS]
MOVER: S. Joseph Simitian, Supervisor

SECONDER: Otto Lee, Supervisor

AYES: Wasserman, Chavez, Lee, Ellenberg, Simitian

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15. Receive report from County Executive.

Jeffrey V. Smith, County Executive, provided information relating to the outbreak of COVID-19 cases within the County jail system, and efforts to release as many at-risk or COVID-19 positive inmates as possible in collaboration with the court system, the Office of the Public Defender, and the Office of the District Attorney, as well as isolation of incarcerated individuals who have tested positive for COVID-19.

Supervisor Simitian requested that Administration report to the Health and Hospital Committee on November 17, 2021 relating to County efforts to ensure that schools in Supervisorial District Five are included in COVID-19 school visits and vaccination efforts.

Supervisor Chavez requested that Administration report to the Board on December 7, 2021 as part of the COVID-19 report with information relating to staff and inmate vaccination rates within the carceral system.

Supervisor Lee requested that Administration provide an off-agenda report to the Board on date uncertain relating to additional strategies to vaccinate incarcerated individuals and correctional officers, including implementation and administration of COVID-19 booster shots within the carceral system.

Supervisor Lee requested that Administration provide an off-agenda report to the Board on date uncertain relating to the feasibility of providing resources and COVID-19 vaccinations to South County residents on weekends.

Supervisor Lee requested that Administration inquire as to the vaccination status of individuals entering the jail system during the booking process, and provide access to COVID-19 vaccines for individuals who are not vaccinated.

Supervisor Lee requested that Administration report to the Board on date uncertain relating to individuals who received the Johnson and Johnson vaccine; and, feasibility of outreach to encourage COVID-19 booster shots.

Vice President Ellenberg requested that Administration provide an off-agenda report to the Board on date uncertain relating to collaboration efforts to release COVID-19 positive and at-risk inmates, including information regarding the operational process; and, expedition and expansion plans.

Supervisor Chavez requested that Administration report to the Health and Hospital Committee on November 17, 2021 relating to COVID-19 booster and flu shots for individuals in custody.

15 RESULT: RECEIVED

16. Receive report from County Counsel on legal issues and Closed Session meeting of November 15, 2021.

James R. Williams, County Counsel, stated that there were no reportable actions taken at the November 15, 2021 Closed Session meeting.

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16 RESULT: RECEIVED

17. Consider recommendations relating to the Valley Homeless Healthcare Program. (Ambulatory and Community Health Services, Santa Clara Valley Medical Center) (ID# 108095) (COVID-19)

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Possible action:

- a. Approve operational report from Health Resources and Services Administration (HRSA) Project Director.
- b. Approve quarterly update relating to Homeless Quality Improvement program and metrics
- c. Approve quarterly grant budget update for period June 1, 2021 through September 30, 2021.

Two individuals addressed the Board.

Supervisor Chavez requested that Administration provide an off-agenda report to the Board on date uncertain relating to the availability of COVID-19 and flu shots at Second Street Studios and other partner studios, including location and frequency of on-site appointments.

17 RESULT: APPROVED JUNANIMOUS]

MOVER:

Cindy Chavez, Supervisor

SECONDER: Otto Lee, Supervisor

AYES:

Wasserman, Chavez, Lee, Ellenberg, Simitian

18. Under advisement from December 8, 2020 (Item No. 6): Receive report from Santa Clara Valley Medical Center relating to the SAFE Program Loss of Awareness or Consciousness Protocol for known or suspected Drug-Facilitated Sexual Assault. (Santa Clara Valley Health and Hospital System) (ID# 108306)

Added to the Consent Calendar at the request of Supervisor Chavez.

At the request of Supervisor Chavez, the Board directed Administration to report to the Board in six months relating to the implementation of the SAFE Program Loss of Awareness or Consciousness Protocol for known or suspected drug-facilitated sexual assaults in all County hospitals.

18 RESULT: RECEIVED

19. Receive report relating to recommended expansion of PCAP program, and direct Administration to return with a plan to implement Option Model 3. (Santa Clara Valley Health and Hospital System) (ID# 108474)

Four individuals addressed the Board.

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In response to an inquiry during Item No. 15, Mr. Smith reported that there are 767 active Correctional Officers, of whom 688 are fully vaccinated, 21 are partially vaccinated, and 50 have pending exemption requests; there are 396 active Sheriff Deputies, of whom 345 are fully vaccinated and 50 have pending exemption requests; and, Administration will provide further details in an off-agenda report to the Board on date uncertain.

President Wasserman recessed the meeting at 12:14 p.m.

19 RESULT: APPROVED [UNANIMOUS]
MOVER: S. Joseph Simitian, Supervisor

SECONDER: Otto Lee, Supervisor

AYES: Wasserman, Chavez, Lee, Ellenberg, Simitian

20. Under advisement from September 28, 2021 (Item No. 18): Receive report from Santa Clara Valley Medical Center Hospitals and Clinics relating to recruitment, retention and safety of nursing staff within the Health System. (ID# 108308)

President Wasserman reconvened the meeting at 12:47 p.m. with all members present. One individual addressed the Board.

Vice President Ellenberg requested that Administration consider creating a survey for health care system employees who report incidents of violence, including sufficiency of the support provided, if a debriefing occurred, the need for additional support, and satisfaction with the response from Administration; and, consider prioritizing County extra help and per diem nurses over non-County contract nurses for the Critical Care Training Program.

At the request of Supervisor Chavez, the Board directed Administration to provide an off-agenda report to the Board in December 2021 relating to a timeline for engagement of the external firm and the September 28, 2021 referral regarding creation of a five-year reserve to ensure work place safety funding; report to the Board at the Mid-Year Budget Review relating to status of engagement of the external firm and a detailed analysis of vacancies in the hospital system, including turnover rates and retention; report to the Board at the Mid-Year Budget Review relating to progress on the development of retention programs, including Clinical Ladder and Critical Care Training Programs; include the Registered Nurses Professional Association in Administration discussions with the external firm regarding recruitment strategies; report to the Board on date uncertain relating to public safety officers, including the number of officers on site, their availability, and training; and, request that the Board of Supervisors Management Audit Division audit the County response to workplace violence, including incident reports and post-incident support services, in addition to the external firm.

20 RESULT: RECEIVED [UNANIMOUS]
MOVER: Cindy Chavez, Supervisor
SECONDER: Susan Ellenberg, Vice President

AYES: Wasserm

Wasserman, Chavez, Lee, Ellenberg, Simitian

21. Held from October 19, 2021 (Item No. 18): Receive report relating to next steps for the countywide analysis of schools and post-secondary institutions' compliance with Title IX, the Clery Act, and other relevant state and federal laws. (Office of the County Executive) (ID# 108028)

Held to December 14, 2021 at the request of Supervisor Chavez.

At the request of President Wasserman, the Board directed Administration to report to the Board on date uncertain with information clarifying the purpose of the analysis; identify issues at each site; and, provide possible solutions.

21 RESULT: HELD [UNANIMOUS] Next: 12/14/2021 9:30 AM

MOVER: Mike Wasserman, President SECONDER: Cindy Chavez, Supervisor

AYES: Wasserman, Chavez, Lee, Ellenberg, Simitian

22. Under advisement from June 22, 2021 (Item No. 102): Consider recommendations relating to homeownership programs and updates to the 2016 Measure A Affordable Housing Bond Guidelines. (Office of Supportive Housing) Resolution # BOS-2021-168 (ID# 107780)

Possible action:

- a. Receive report relating to potential homeownership opportunities and programs.
- b. Approve Program Guidelines (Version 7) for the County's Supportive Housing Development Program enabling the Administration to update the Supportive Housing Development Program Notice of Funding Availability for the development of multifamily affordable and supportive housing rental developments and homeownership production.
- c. Adopt Resolution delegating authority to the County Executive, or designee, to negotiate, execute, amend, or terminate acceptance of CalHome program funds from the California Department of Housing and Community Development department in an amount not to exceed \$5,000,000; and negotiate, execute, and/or deliver a State of California Standard Agreement and any and all other documents required or deemed necessary for the CalHome, following approval by County Counsel as to form and legality, and approval by the Office of the County Executive. Delegation of authority shall expire on June 30, 2025.

President Wasserman left the meeting at 1:14 p.m.

Three individuals addressed the Board.

Supervisor Chavez requested that Administration report to the Board on date uncertain relating to the ability of the County to meet permanent supportive housing goals as Measure A funds are depleted, including the evolution of historical and future funding sources.

22 RESULT: APPROVED [4 TO 0]

Cindy Chavez, Supervisor **MOVER:**

SECONDER: Otto Lee, Supervisor

AYES:

Chavez, Lee, Ellenberg, Simitian

ABSENT:

Wasserman

23. Held from November 2, 2021 (Item No. 23): Receive report relating to the public release of audio/visual recordings of the incident involving Andrew Hogan and the status of County compliance with consent decrees involving the jail. (County Counsel) (ID# 108227)

Two individuals addressed the Board.

23 RESULT: RECEIVED [4 TO 0]

MOVER:

S. Joseph Simitian, Supervisor

SECONDER: Otto Lee, Supervisor

AYES:

Chavez, Lee, Ellenberg, Simitian

ABSENT: Wasserman

24. Under advisement from September 28, 2021 (Item No. 20): Consider recommendations relating to a Challenge Grant to fund the development of supportive interim housing sites across the county. (Office of Supportive Housing)

(C) 制制包

Held to December 7, 2021 at the request of Administration.

24 RESULT: HELD [UNANIMOUS] Next: 12/7/2021 9:30 AM

MOVER: Mike Wasserman, President

SECONDER: Cindy Chavez, Supervisor

Wasserman, Chavez, Lee, Ellenberg, Simitian AYES:

25. Consider items previously removed from the Consent Calendar.

See Item Nos. 69, 70, 71, 73, and 74.

26. Adjourn. (See Item No. 4)

President Wasserman adjourned the meeting at 4:47 p.m.

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27. Minutes Approval:

a. Approve minutes of the November 1, 2021 Regular Meeting prior to Closed Session.

27.a RESULT: APPROVED [UNANIMOUS]

MOVER: Mike Wasserman, President SECONDER: Cindy Chavez, Supervisor

AYES: Wasserman, Chavez, Lee, Ellenberg, Simitian

b. Approve minutes of the November 2, 2021 Regular Meeting.

27.b RESULT: APPROVED [UNANIMOUS]

MOVER: Mike Wasserman, President SECONDER: Cindy Chavez, Supervisor

AYES: Wasserman, Chavez, Lee, Ellenberg, Simitian

c. Approve minutes of the November 2, 2021 Special Joint Meeting.

27.c RESULT: APPROVED [UNANIMOUS]
MOVER: Mike Wasserman, President
SECONDER: Cindy Chavez, Supervisor

AYES: Wasserman, Chavez, Lee, Ellenberg, Simitian

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28. Approve delegation of authority to the County Executive, or designee, to complete the Director's Certification and accept the Noncompetitive Allocation from the California Department of Social Services for the Home Safe Program, in the amount of \$3,619,486. (ID# 108142)

28 RESULT: APPROVED [UNANIMOUS]
MOVER: Mike Wasserman, President

SECONDER: Cindy Chavez, Supervisor

AYES: Wasserman, Chavez, Lee, Ellenberg, Simitian

29. Approve amended delegation of authority to the County Executive, or designee, to negotiate, execute, amend, or terminate agreement with Viet Tu Te Charity relating to providing congregate meals services, increasing the maximum delegated amount by \$136,538 from \$980,368 to \$1,116,906, and extending the delegated contract term limit through March 31, 2022, following approval by County Counsel as to form and legality, and approval by the Office of the County Executive. Delegation of authority shall expire on March 31, 2022. (ID# 108053)

29 RESULT: APPROVED [UNANIMOUS]
MOVER: Mike Wasserman, President

SECONDER: Cindy Chavez, Supervisor

AYES: Wasserman, Chavez, Lee, Ellenberg, Simitian

30. Approve Request for Appropriation Modification No. 76 - \$78,504, transferring funds within the Social Service Agency, Department of Aging and Adult Services budget, relating to the Senior Nutrition Program. (ID# 108036)

30 RESULT: APPROVED [UNANIMOUS]
MOVER: Mike Wasserman, President
SECONDER: Cindy Chavez, Supervisor

AYES: Wasserman, Chavez, Lee, Ellenberg, Simitian

- 31. Adoption of Salary Ordinance No. NS-5.22.48, an Ordinance amending Santa Clara County Salary Ordinance No. NS-5.22 relating to compensation of employees adding one unclassified Managing Dietitian position in the Social Services Agency. Position shall expire at 11:59 p.m. on June 11, 2023. (ID# 107997)
 - Introduce, waive reading, and preliminarily adopt on November 16, 2021.

· Adopt (Final) on December 7, 2021.

31 RESULT: ADOPTED (PRELIM.) [UNANIMOUS] Next: 12/7/2021 9:30 AM

MOVER: Mike Wasserman, President SECONDER: Cindy Chavez, Supervisor

AYES: Wasserman, Chavez, Lee, Ellenberg, Simitian

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32. Approve the appointment of primary and alternate members to the Emergency Medical Care Committee as recommended by the Emergency Medical Services Agency. (ID# 108275)

32 RESULT: APPROVED [UNANIMOUS]
MOVER: Mike Wasserman, President
SECONDER: Cindy Chavez, Supervisor

AYES: Wasserman, Chavez, Lee, Ellenberg, Simitian

33. Approve Request for Appropriation Modification No. 73 - \$529,471 increasing revenue and expenditures in the Santa Clara Valley Medical Center Hospitals and Clinics budget, relating to adding positions and resources to the Prior Authorization Center. (4/5 Vote) (ID# 107861)

33 RESULT: APPROVED [UNANIMOUS]
MOVER: Mike Wasserman, President
SECONDER: Cindy Chavez, Supervisor

AYES:

Wasserman, Chavez, Lee, Ellenberg, Simitian

34. Adoption of Salary Ordinance No. NS-5.22.39, an Ordinance amending Santa Clara County Salary Ordinance No. NS-5.22 relating to compensation of employees adding six Senior Health Services Representative positions and one Supervising Health Services Representative II or Supervising Health Services Representative I position in Santa Clara Valley Medical Center. (ID# 107859)

• Introduce, waive reading, and preliminarily adopt on November 16, 2021.

· Adopt (Final) on December 7, 2021.

34 RESULT: ADOPTED (PRELIM.) [UNANIMOUS] Next: 12/7/2021 9:30 AM

MOVER: Mike Wasserman, President SECONDER: Cindy Chavez, Supervisor

AYES: Wasserman, Chavez, Lee, Ellenberg, Simitian

35. Approve retroactive First Amendment to Agreement with Optum Insight relating to providing fraud waste and abuse detection and special investigative unit consulting services, reducing the term of the agreement by an 18-month period to end on October 1, 2021, that has been reviewed and approved by County Counsel as to form and legality. (ID# 108035)

35 RESULT: APPROVED [UNANIMOUS]
MOVER: Mike Wasserman, President
SECONDER: Cindy Chavez, Supervisor

AYES: Wasserman, Chavez, Lee, Ellenberg, Simitian

36. Approve Agreement with P&A Administrative Services, Inc., relating to providing Flexible Spending Account, Transportation Spending Account, and Consolidated Omnibus Budget Reconciliation Act administration services, in an amount not to exceed \$450,000 for period January 1, 2022 through December 31, 2024, with one two-year renewal option, that has been reviewed and approved by County Counsel as to form and legality. (ID# 108147)

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36 RESULT: APPROVED [UNANIMOUS]
MOVER: Mike Wasserman, President
SECONDER: Cindy Chavez, Supervisor

AYES: Wasserman, Chavez, Lee, Ellenberg, Simitian

37. Approve job specification and amend Classification Plan to add classification of Chief of Mental Health - Custody Health Services. (ID# 108179)

37 RESULT: APPROVED [UNANIMOUS]

MOVER: Mike Wasserman, President SECONDER: Cindy Chavez, Supervisor

AYES: Wasserman, Chavez, Lee, Ellenberg, Simitian

- 38. Adoption of Salary Ordinance No. NS-5.22.45, an Ordinance amending Santa Clara County Salary Ordinance No. NS-5.22 relating to compensation of employees adding one Chief of Mental Health Custody Health Services position in Custody Health Services and amending the Salary Schedule to add the classification of Chief of Mental Health Custody Health Services. (ID# 108253)
 - Introduce, waive reading, and preliminarily adopt on November 16, 2021.

• Adopt (Final) on December 7, 2021.

38 RESULT: ADOPTED (PRELIM.) [UNANIMOUS] Next: 12/7/2021 9:30 AM

MOVER: Mike Wasserman, President SECONDER: Cindy Chavez, Supervisor

AYES: Wasserman, Chavez, Lee, Ellenberg, Simitian

39. Approve job specification and amend Classification Plan to add classification of Chief of Quality Management. (ID# 108259)

39 RESULT: APPROVED [UNANIMOUS]
MOVER: Mike Wasserman, President

SECONDER: Cindy Chavez, Supervisor

AYES: Wasserman, Chavez, Lee, Ellenberg, Simitian

- 40. Adoption of Salary Ordinance No. NS-5.22.46, an Ordinance amending Santa Clara County Salary Ordinance No. NS-5.22 relating to compensation of employees adding one Chief of Quality Management position in Custody Health Services and amending the Salary Schedule to add the classification of Chief of Quality Management. (ID# 108261)
 - Introduce, waive reading, and preliminarily adopt on November 16, 2021.

• Adopt (Final) on December 7, 2021.

40 RESULT: ADOPTED (PRELIM.) [UNANIMOUS] Next: 12/7/2021 9:30 AM

MOVER: Mike Wasserman, President SECONDER: Cindy Chavez, Supervisor

AYES: Wasserman, Chavez, Lee, Ellenberg, Simitian

41. Adoption of Salary Ordinance No. NS-5.22.47, an Ordinance amending Santa Clara County Salary Ordinance No. NS-5.22 relating to compensation of employees deleting two Human Resources Assistant II or Human Resources Assistant I positions and adding two Human Resources Analyst or Management Analyst or

Associate Management Analyst positions in the Employee Services Agency. (ID# 108264)

• Introduce, waive reading, and preliminarily adopt on November 16, 2021.

Adopt (Final) on December 7, 2021.

41 RESULT: ADOPTED (PRELIM.) [UNANIMOUS] Next: 12/7/2021 9:30 AM

MOVER: Mike Wasserman, President SECONDER: Cindy Chavez, Supervisor

AYES: Wasserman, Chavez, Lee, Ellenberg, Simitian

42. Approve Request for Appropriation Modification No. 93 - \$138,850 transferring funds from the COVID-19 and Other Economic Uncertainty Reserve to the Department of Correction budget, relating to adding an Unclassified Administrative Services Manager III position to support the Chief of Correction. (ID# 108464) (COVID-19)

At the request of Supervisor Chavez, the Board directed Administration to report to the Board on date uncertain during Open or Closed Session as deemed appropriate relating to hiring a Chief of Correction.

42 RESULT: APPROVED [UNANIMOUS]

MOVER: Mike Wasserman, President SECONDER: Cindy Chavez, Supervisor

AYES: Wasserman, Chavez, Lee, Ellenberg, Simitian

- 43. Adoption of Executive Leadership Salary Ordinance No. NS-20.21.07, an Ordinance amending Santa Clara County Executive Leadership Master Salary Ordinance No. NS-20.21 relating to compensation of employees adding one unclassified Administrative Services Manager III position in the Department of Correction. (ID# 108375) (COVID-19)
 - Introduce, waive reading, and preliminarily adopt on November 16, 2021.

• Adopt (Final) on December 7, 2021.

43 RESULT: ADOPTED (PRELIM.) [UNANIMOUS] Next: 12/7/2021 9:30 AM

MOVER: Mike Wasserman, President SECONDER: Cindy Chavez, Supervisor

AYES: Wasserman, Chavez, Lee, Ellenberg, Simitian

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44. Announce travel for elected officials as follows:

 a. Supervisor Ellenberg will travel to Monterey County to attend the California State Association of Counties Annual Meeting on November 29 - December 3, 2021. (ID# 108462)

44.a RESULT: RECEIVED

45. Consider the following meeting attendance reports:

a. Receive report from Supervisorial District One relating to meetings attended through November 16, 2021. (ID# 108465)

45.a RESULT: RECEIVED

b. Receive report from Supervisorial District Two relating to meetings attended through November 16, 2021. (ID# 108298)

45.b RESULT: RECEIVED

c. Receive report from Supervisorial District Three relating to meetings attended through November 15, 2021. (ID# 108025)

45.c RESULT: RECEIVED

d. Receive report from Supervisorial District Four relating to meetings attended through November 11, 2021. (ID# 108457)

45.d RESULT:RECEIVED

e. Receive report from Supervisorial District Five relating to meetings attended through November 15, 2021. (ID# 108415)

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45.e RESULT: RECEIVED

46. Receive report from the Health and Hospital Committee relating to the special meeting of October 26, 2021. (Simitian) (ID# 108256)

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46 RESULT: RECEIVED

47. Receive report from the Finance and Government Operations Committee relating to the meeting of October 14, 2021. (Lee) (ID# 108435)

47 RESULT: RECEIVED

48. Under advisement from June 22, 2021 (Item No. 33): Receive report from the Office of the County Executive, the Procurement Department, Office of the Sheriff, and Technology Services and Solutions Department, relating to market research for a new solicitation process for jail phone and tablet services. (ID# 108172)

At the request of Supervisor Chavez, the Board directed Administration to conduct an annual mini-market survey relating to newly available technologies for use with jail inmate phone and tablet services.

48 RESULT: RECEIVED

49. Held from November 2, 2021 (Item No. 25): Receive report from the Office of the County Executive relating to options for consideration regarding advocacy for State legislation for provision of funding incentives to jurisdictions to build housing for the unhoused members of the community. (ID# 108254)

At the request of Supervisor Chavez, the Board directed Administration to report to the Finance and Government Operations Committee in January 2022 relating to a timeline and a workplan for implementation.

49 RESULT: RECEIVED

50. Approve Amended and Restated Project Agreement with the City of Palo Alto to address alternative mitigation resulting from the loss of recreational opportunities due to development resulting from Stanford University's 2000 General Use Permit in an amount not to exceed \$1,500,000 for period November 16, 2021 through November 15, 2026, that has been reviewed and approved by County Counsel as to form and legality. (ID# 108164)

50 RESULT: APPROVED [UNANIMOUS] MOVER: Mike Wasserman, President

SECONDER: Cindy Chavez, Supervisor

AYES: Wasserman, Chavez, Lee, Ellenberg, Simitian

51. Under advisement from October 19, 2021 (Item No. 23): Receive report from the Office of the County Executive relating to School of Arts and Culture's efforts to undertake affordable housing and community development. (ID# 108015)

Held to December 14, 2021 at the request of Supervisor Chavez.

51 RESULT: HELD [UNANIMOUS] Next: 12/14/2021 9:30 AM

MOVER: Mike Wasserman, President SECONDER: Cindy Chavez, Supervisor

AYES: Wasserman, Chavez, Lee, Ellenberg, Simitian

52. Under advisement from March 9, 2021 (Item No. 12): Receive quarterly report from the Office of the County Executive relating to COVID-19 Recovery efforts. (ID# 108197) (COVID-19)

At the request of Vice President Ellenberg, the Board directed Administration to include information in its next quarterly report to the Board relating to the inclusion of disability rights partners; identification of disability stakeholders; and, identification of city and County partnerships and coordination.

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At the request of Vice President Ellenberg, the Board further directed Administration to report to the Board at the Mid-Year Budget Review and June 2022 Budget Hearing relating to Federal, State, and local resources to ensure sustainability of grant-funded positions.

52 RESULT: RECEIVED

53. Approve retroactive Second Amendment to Agreement with Community Solutions relating to providing supportive services to intimate partner violence survivors increasing the maximum contract amount by \$338,780 from \$124,500 to \$463,280, and extending the agreement for a nine-month period through June 30, 2022, that has been reviewed and approved by County Counsel as to form and legality. (ID# 108318)

53 RESULT: APPROVED [UNANIMOUS]

MOVER: Mike Wasserman, President SECONDER: Cindy Chavez, Supervisor

AYES: Wasserman, Chavez, Lee, Ellenberg, Simitian

54. Receive report relating to anticipated Requests for Proposals. (ID# 108268)

54 RESULT: RECEIVED

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55. Approve delegation of authority to the County Executive, or designee, to negotiate, execute, amend, or terminate predevelopment agreements, such as exclusive negotiating agreements and predevelopment loan agreements, with Eden Housing and The Core Companies, or their affiliate(s), in connection with the planning of and predevelopment loans for a potential multi-family affordable housing development of approximately seven acres of property owned by the County known as the East Santa Clara Street Site in San José in which the County may allocate up to \$19,500,000 toward the project, following approval by County Counsel as to form and legality, and approval by the Office of the County Executive. Delegation of authority shall expire on December 31, 2026. (ID# 107926)

At the request of Supervisor Chavez, the Board directed Administration to perform community outreach in December 2021, and provide a virtual presentation relating to process updates; and, address all community concerns, specifically regarding the communication process.

55 RESULT: APPROVED [UNANIMOUS]

MOVER: Mike Wasserman, President SECONDER: Cindy Chavez, Supervisor

AYES: Wasserman, Chavez, Lee, Ellenberg, Simitian

56. Consider recommendations relating to revenue agreements with the City of San José. (ID# 107066)

Possible action:

- a. Approve retroactive Sixth Amendment to Agreement with City of San Jose relating to providing supportive housing and services for people experiencing homelessness and the Universal Pass for Life Improvement From Transportation program, increasing the maximum contract amount by \$1,100,000 from \$6,362,000 to \$7,462,000, and extending the agreement for a 12-month period through June 30, 2022, that has been reviewed and approved by County Counsel as to form and legality. An exception to Board of Supervisors Policy 5.4.5.4, Length of Term of Contracts, has been approved by the Office of Countywide Contracting Management.
- b. Approve retroactive Second Amendment to Agreement with City of San Jose relating to operating and maintaining of the Homeless Management Information System (HMIS), increasing the maximum contract amount by \$150,000 from \$300,000 to \$450,000, and extending the agreement for a 12-month period through June 30, 2022, that has been reviewed and approved by County Counsel as to form and legality.

56 RESULT: APPROVED [UNANIMOUS]

MOVER: Mike Wasserman, President SECONDER: Cindy Chavez, Supervisor

AYES: Wasserman, Chavez, Lee, Ellenberg, Simitian

57. Consider recommendations relating to the Safe Parking Program for Unhoused Vehicle Dwellers. (ID# 108043)

Possible action:

- a. Approve First Amendment to Agreement with Amigos de Guadalupe relating to providing safe parking services increasing the maximum contract amount by \$410,855 from \$321,145 to \$732,000, and extending the agreement for a sevenmenth period through June 30, 2022, that has been reviewed and approved by County Counsel as to form and legality.
- b. Approve First Amendment to Agreement with Move Mountain View relating to providing safe parking services increasing the maximum contract amount by \$556,771 from \$483,229 to \$1,040,000, and extending the agreement for a sevenmenth period through June 30, 2022, that has been reviewed and approved by County Counsel as to form and legality.
- c. Approve retroactive Agreement with Project WeHope relating to providing mobile hygiene services at safe parking sites in an amount not to exceed \$301,070 for

period July 1, 2021 through June 30, 2022, that has been reviewed and approved by County Counsel as to form and legality.

At the request of Supervisor Chavez, the Board directed Administration to include Amigos de Guadalupe in the search process, and ensure flexibility in partnering with current service providers for new locations.

57 RESULT: APPROVED [UNANIMOUS] MOVER: Mike Wasserman, President

SECONDER: Cindy Chavez, Supervisor

AYES: Wasserman, Chavez, Lee, Ellenberg, Simitian

58. Approve Sixth Amendment to Agreement with Bitfocus relating to providing Homeless Management Information System Administration services increasing the maximum contract amount by \$303,000 from \$7,938,412 to \$8,241,412, with no change to the term of the Agreement, that has been reviewed and approved by County Counsel as to form and legality. (ID# 108063)

58 RESULT: APPROVED [UNANIMOUS]
MOVER: Mike Wasserman, President
SECONDER: Cindy Chavez, Supervisor

AYES: Wasserman, Chavez, Lee, Ellenberg, Simitian

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59. Receive report from Technology Services and Solutions Department relating to the updated status of the Sheriff Records Management System Project and Computer Aided Dispatch System Project. (ID# 108161)

59 RESULT: RECEIVED

- 60. Adoption of Salary Ordinance No. NS-5.22.49, an Ordinance amending Santa Clara County Salary Ordinance No. NS-5.22 relating to compensation of employees adding Footnote No. 849 and revising Footnote No. 837 to extend the expiration date for two term-limited unclassified Associate Management Analyst or Management Aide positions in the Technology Services and Solutions Department. Positions shall expire at 11:59 p.m. on June 26, 2022. (ID# 108097)
 - Introduce, waive reading, and preliminarily adopt on November 16, 2021.

Adopt (Final) on December 7, 2021.

60 RESULT: ADOPTED (PRELIM.) [UNANIMOUS] Next: 12/7/2021 9:30 AM

MOVER: Mike Wasserman, President SECONDER: Cindy Chavez, Supervisor

AYES: Wasserman, Chavez, Lee, Ellenberg, Simitian

61. Approve Eighth Amendment to Agreement with Software AG USA, Inc., relating to providing on-premise integrated software for an information sharing

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environment, increasing the maximum contract amount by \$2,337,755 from \$11,232,765 to \$13,570,520, and extending the Agreement for a 36-month period through November 30, 2024, that has been reviewed and approved by County Counsel as to form and legality. (ID# 108245)

61 RESULT: APPROVED [UNANIMOUS]
MOVER: Mike Wasserman, President
SECONDER: Cindy Chavez, Supervisor

AYES: Wasserman, Chavez, Lee, Ellenberg, Simitian

62. Adopt Resolution delegating authority to the County Executive, or designee, to negotiate, execute, amend, terminate, and/or take any and all necessary or advisable actions relating to the State of California Department of Technology agreements known as California Network and Telecommunications (CALNET) NextGen agreements regarding the provision of telecommunications services in an amount not to exceed \$25,000,000 with contract terms that start on January 1, 2022 and end no later than January 2, 2026 and to transition off the expiring CALNET 3 agreements, following approval by County Counsel as to form and legality, and approval by the Office of the County Executive. Delegation of authority shall expire on January 2, 2026. Resolution # BOS-2021-163 (ID# 108291)

62 RESULT: ADOPTED [UNANIMOUS]
MOVER: Mike Wasserman, President
SECONDER: Cindy Chavez, Supervisor

AYES: Wasserman, Chavez, Lee, Ellenberg, Simitian

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63. Adopt Resolution continuing to direct all legislative bodies of the County of Santa Clara subject to the Brown Act and established by the County of Santa Clara Ordinance Code or Board of Supervisors, and special districts or other entities under the Board's supervision or control, to only meet remotely in accordance with Assembly Bill (AB) 361 and making findings pursuant to AB 361. Resolution # BOS-2021-164 (ID# 108360)

63 RESULT: ADOPTED [UNANIMOUS]
MOVER: Mike Wasserman, President
SECONDER: Cindy Chavez, Supervisor

AYES: Wasserman, Chavez, Lee, Ellenberg, Simitian

64. Adopt Resolution extending the term of the Federal Affairs Advocacy Task Force through December 31, 2022. Resolution # BOS-2021-165 (ID# 108347)

Minutes

Board of Supervisors, County of Santa Clara

November 16, 2021

64 RESULT: ADOPTED [UNANIMOUS]
MOVER: Mike Wasserman, President
SECONDER: Cinds Change Supervises

SECONDER: Cindy Chavez, Supervisor

AYES: Wasserman, Chavez, Lee, Ellenberg, Simitian

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65. Approve proposed Board of Supervisors' 2022 Schedule of Meetings, for final adoption on January 11, 2022. (ID# 108323)

At the request of Vice President Ellenberg, the Board directed the Clerk of the Board to take into consideration the Jewish High Holidays when preparing a proposed schedule of Board of Supervisors meetings.

65 RESULT: APPROVED [UNANIMOUS]
MOVER: Mike Wasserman, President
SECONDER: Cindy Chavez, Supervisor

AYES: Wasserman, Chavez, Lee, Ellenberg, Simitian

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66. Approve exemption to the frequency of regular meetings under Category 3 of Board Policy 3.69, to allow a monthly meeting schedule for the Citizens' Advisory Commission on Elections through December 31, 2022. (ID# 107959)

66 RESULT: APPROVED [UNANIMOUS]
MOVER: Mike Wasserman, President
SECONDER: Cindy Chavez, Supervisor

AYES: Wasserman, Chavez, Lee, Ellenberg, Simitian

- 67. Receive announcement of appointments and reappointments by individual Board members to various Boards and Commissions:
 - a. Supervisor Chavez: (ID# 108455)
 - i. Appoints Beverly Bassett to the Senior Care Commission, seat number 1.
 - ii. Appoints Anton Relin to the Santa Clara County/Region of Moscow, Russia, Sister-County Commission, seat number 9.

67.a RESULT: RECEIVED

- b. Supervisor Lee: (ID# 108386)
 - i. Reappoints Katherine Schuda to the Senior Care Commission, seat number 16.
 - ii. Reappoints Gerard Jenkins to the Health Advisory Commission, seat number 7.

iii. Reappoints Craig Dunkerley to the Citizens' Advisory Commission on Elections, seat number 3.

67.b RESULT: RECEIVED

- c. Supervisor Ellenberg: (ID# 108458)
 - i. Appoints Mark Tiernan to the Hsinchu County, Taiwan, Republic of China Sister-County Commission, seat number 15.

67.c RESULT: RECEIVED

- 68. Approve Board-As-a-Whole appointments and reappointments to various Boards and Commissions:
 - a. Supervisor Lee nominates: (ID# 108413)
 - i. Janet Paige for appointment to the Race and Health Disparities Community Board, seat number 10.

Corrected to reflect the nominee's name as Janet Paine.

68.a RESULT: APPROVED [UNANIMOUS]

MOVER: Mike Wasserman, President SECONDER: Cindy Chavez, Supervisor

AYES: Wasserman, Chavez, Lee, Ellenberg, Simitian

69. Receive report from the Probation Department and the Behavioral Health Services Department relating to the draft Juvenile Justice Realignment Block Grant Annual Plan. (ID# 108189)

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Removed from the Consent Calendar at the request of Supervisor Chavez and considered concurrently with Item Nos. 70 and 71.

President Wasserman returned to the meeting at 2:26 p.m.

69 RESULT: RECEIVED [UNANIMOUS]

MOVER: Cindy Chavez, Supervisor SECONDER: Otto Lee, Supervisor

AYES: Wasserman, Chavez, Lee, Ellenberg, Simitian

70. Approve Request for Appropriation Modification No. 82 - \$1,032,405 increasing revenue and expenditures and adjusting reimbursements within the Probation Department and Behavioral Health Services Department budgets, relating to the Juvenile Justice Realignment Block Grant Program funding. (4/5 Vote) (ID# 108108)

Removed from the Consent Calendar at the request of Supervisor Chavez and considered concurrently with Item Nos. 69 and 71.

70 RESULT: APPROVED [UNANIMOUS]

MOVER: Cindy Chavez, Supervisor SECONDER: Otto Lee, Supervisor

AYES: Wasserman, Chavez, Lee, Ellenberg, Simitian

71. Ratify the attestation form for the County of Santa Clara signed by the County Executive and submitted to the California State Controller's Office Local Government Programs and Services Division relating to the Juvenile Justice Realignment Block Grant Program funding. (ID# 107741)

Removed from the Consent Calendar at the request of Supervisor Chavez and considered concurrently with Item Nos. 69 and 70.

71 RESULT: RATIFIED [UNANIMOUS]

MOVER: Cindy Chavez, Supervisor SECONDER: Otto Lee, Supervisor

AYES: Wasserman, Chavez, Lee, Ellenberg, Simitian

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72. Commendations and Proclamations. (See Item No. 5)

a. Adopt Commendation for the Quang Tri Victory Foundation for successfully establishing the Retaking of the Historic Quang Tri Citadel Commemorative Monument. (Lee) (ID# 108341)

72.a RESULT: UNABLE TO ADOPT: NO ATTACHMENT

 b. Adopt Commendation for Eduardo Rocha for 15 years of extraordinary service to private fiduciaries and the Office of the Public Administrator Guardian Conservator. (Lee) (ID# 108456)

72.b RESULT: UNABLE TO ADOPT: NO ATTACHMENT

c. Adopt Proclamation declaring November 20, 2021 as "Transgender Day of Remembrance" in Santa Clara County. (Ellenberg) (ID# 108450)

72.c RESULT: ADOPTED [UNANIMOUS]
MOVER: Mike Wasserman, President

SECONDER: Cindy Chavez, Supervisor

AYES: Wasserman, Chavez, Lee, Ellenberg, Simitian

d. Adopt Proclamation declaring December 1, 2021 as "World Aids Day" in Santa Clara County. (Ellenberg) (ID# 108451)

72.d RESULT: ADOPTED [UNANIMOUS]
MOVER: Mike Wasserman, President
SECONDER: Cindy Chavez, Supervisor

AYES: Wasserman, Chavez, Lee, Ellenberg, Simitian

e. Adopt Commendation for Garry Herceg as he retires after 11 years of service to the County of Santa Clara. (Office of the County Executive) (ID# 108246)

72.e RESULT: ADOPTED [UNANIMOUS]
MOVER: Mike Wasserman, President
SECONDER: Cindy Chavez, Supervisor

AYES: Wasserman, Chavez, Lee, Ellenberg, Simitian

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- 73. Adoption of Ordinance No. NS-517.94 an Ordinance of the Board of Supervisors of the County of Santa Clara amending Chapter IX of Division B11 of Title B of the County of Santa Clara Ordinance Code relating to garbage and refuse. (ID# 108184)
 - Introduce, waive reading, and preliminarily adopt on November 16, 2021.
 - · Adopt (Final) on December 7, 2021.

This Ordinance amends Chapter IX of Division B11 of the County of Santa Clara Ordinance Code to regulate the collection, disposal, and processing of organic waste in accordance with State law. The Ordinance (1) requires residential and commercial waste producers to subscribe to three-container collection service, with limited exceptions for qualifying farms and businesses; (2) requires waste producers to separate compostable and recyclable waste before collection; (3) requires businesses to provide compost and recycling bins for customers, tenants, and employees; and (4) imposes related record-keeping, reporting, and permitting requirements.

Removed from the Consent Calendar at the request of Supervisor Simitian and considered concurrently with Item No. 74.

Supervisor Simitian requested that Administration formulate a written, formal privacy directive to County staff who monitor bins; and, increase noticing efforts to residents relating to when bins will be monitored.

73 RESULT: ADOPTED (PRELIM.) [4 TO 0] Next: 12/7/2021 9:30 AM

MOVER: Otto Lee, Supervisor

SECONDER: Susan Ellenberg, Vice President AYES: Wasserman, Chavez, Lee, Ellenberg

ABSTAIN: Simitian

74. Adoption of Ordinance No. NS-517.95 an Ordinance of the Board of Supervisors of the County of Santa Clara adding Chapter XXIII of Division B11 of Title B of the

Page 27 of 33

County of Santa Clara Ordinance Code relating to edible food recovery. (ID# 108173)

- Introduce, waive reading, and preliminarily adopt on November 16, 2021.
- Adopt (Final) on December 7, 2021.

This Ordinance enacts a new Chapter XXIII of Division B11 of the County of Santa Clara Ordinance Code to establish an edible food recovery program and to require qualifying businesses to donate edible food that would otherwise go to waste.

Removed from the Consent Calendar at the request of Supervisor Simitian and considered concurrently with Item No. 73.

74 RESULT: ADOPTED (PRELIM.) [4 TO 0] Next: 12/7/2021 9:30 AM

MOVER: Otto Lee, Supervisor

SECONDER: Susan Ellenberg, Vice President

AYES: Wasserman, Chavez, Lee, Ellenberg

ABSTAIN: Simitian

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75. Consider recommendations relating to the First Amendment to Agreement for Possession and Use of a portion of County-owned property located at the southwest corner of Capitol Expressway and Ocala Avenue in San Jose (APN 491-15-003) with the Santa Clara Valley Transportation Authority (VTA). (ID# 108009)

Possible action:

- a. Approve First Amendment to Agreement for Possession and Use (PUA) with Valley Transportation Authority (VTA) relating to providing the possession and use of a portion of County-owned Assessor's Parcel No. 491-15-003, located at the southwest corner of Capitol Expressway and Ocala Avenue in San Jose, extending the agreement for a six-month period through April 20, 2022, that has been reviewed and approved by County Counsel as to form and legality.
- b. Approve delegation of authority to the County Executive, or designee, to extend the PUA with VTA relating to providing the possession and use of a portion of County-owned Assessor's Parcel No. 491-15-003, located at the southwest corner of Capitol Expressway and Ocala Avenue in San Jose for an additional six-month period through October 19, 2022, following approval by County Counsel as to form and legality, and approval by the Office of the County Executive. Delegation of authority shall expire on October 19, 2022.

75 RESULT: APPROVED [UNANIMOUS]

MOVER: Mike Wasserman, President SECONDER: Cindy Chavez, Supervisor

AYES: Wasserman, Chavez, Lee, Ellenberg, Simitian

76. Consider recommendations relating to Bids for construction of 2021 Roadside Safety Barrier Improvements on Various County Roads. (ID# 107933)

Possible action:

- a. Award contract to Midstate Barrier, Inc., in the amount of \$1,173,240 which includes an allowance for Supplemental Work in accordance with the Contract Documents, and a construction time of 60 working days.
- b. Authorize the County Executive, or designee, to issue Change Orders against the allowance for Supplemental Work and to approve modifications to the construction time.
- c. Authorize the Director, Roads and Airports Department, to approve changes that the Director deems reasonable and necessary to the Board-approved construction documents with such approval to occur in advance of the construction authorized by such changes.
- d. Ratify Addendum to Bid Documents No. 1, which changed the bid opening to video teleconference.
- e. Approve Request for Appropriation Modification No. 84 \$300,000 increasing revenue and expenditures in the Roads and Airports Department budget, relating to the Road Safety Barrier Improvements on Various County Roads project. (4/5 Vote)

76 RESULT: APPROVED [UNANIMOUS]

MOVER: Mike Wasserman, President SECONDER: Cindy Chavez, Supervisor

AYES: Wasserman, Chavez, Lee, Ellenberg, Simitian

77. Consider recommendations relating to Bids for Construction of the Montague Expressway Pavement Rehabilitation Project. (ID# 108042)

Possible action:

- a. Award contract for Montague Expressway Pavement Rehabilitation Project, between Trimble Road to Highway 880, to DeSilva Gates Construction, LP in the amount of \$2,952,349 which includes an allowance for Supplemental Work in accordance with the Contract Documents, and a construction time of 70 working days.
- b. Authorize the County Executive, or designee, to issue Change Orders for the project against the allowance for Supplemental Work and to approve modifications to the construction time.
- c. Authorize the Director, Roads and Airports Department, to approve changes for the project that the Director deems reasonable and necessary to the Board-approved

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- construction documents with such approval to occur in advance of the construction authorized by such changes.
- d. Ratify Addendum to Bid Documents No. 1, which changed the bid opening to a video teleconference, and addressed the Lane Closure Schedule.
- e. Approve Request for Appropriation Modification No. 85 \$250,000 increasing revenue and expenditures in the Roads and Airports Department budget, relating to the 2016 Measure B Expressway Local Streets and Roads Allocation. (4/5 Vote)

77 RESULT: APPROVED IUNANIMOUSI

MOVER:

Mike Wasserman, President **SECONDER:** Cindy Chavez, Supervisor

AYES:

Wasserman, Chavez, Lee, Ellenberg, Simitian

78. Consider recommendations relating to contract No. 21-09, 2021 Micro-Surfacing of County Roads at Various Locations. (ID# 108194)

Possible action:

- a. Approve Contract Change Order No. 1 Final 2021 Micro-Surfacing of County Roads at Various Locations. Contractor - American Asphalt Repair & Resurfacing Co. Net increase of \$62,810 and a decrease of seven working days to the contract.
- b. Accept Project as complete and authorize the Clerk of the Board to execute Notice of Completion of Contract and Acceptance of Work on the above.

78 RESULT: APPROVED [UNANIMOUS]

MOVER:

Mike Wasserman, President **SECONDER:** Cindy Chavez, Supervisor

Wasserman, Chavez, Lee, Ellenberg, Simitian

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79. Approve retroactive Rental Agreement with Rural Metro California relating to the leasing of space at the Masten Fire Station to house paramedic personnel and equipment in an amount not to exceed \$75,000 for period July 1, 2019 through June 30, 2022, with one two-year extension option, that has been reviewed and approved by County Counsel as to form and legality. (ID# 108153)

79 RESULT: APPROVED [UNANIMOUS]

MOVER:

Mike Wasserman, President **SECONDER:** Cindy Chavez, Supervisor

AYES:

Wasserman, Chavez, Lee, Ellenberg, Simitian

80. Consider recommendations relating to the State of California Office of Traffic Safety Regional Crash Response and Extrication Improvement Program Grant. (ID# 108156)

Possible action:

- a. Ratify Regional Crash and Response Extraction Improvement Program Grant Agreement and accept award from the State of California Office of Traffic Safety in the amount of \$85,736, for period October 1, 2021 through September 30, 2022, that has been approved by County Counsel as to form and legality.
- b. Approve delegation of authority to the District Fire Chief to sign and execute any related forms and documents on behalf of the South Santa Clara County Fire District. Delegation of authority shall expire on September 30, 2022.

80 RESULT: APPROVED [UNANIMOUS]

MOVER: Mike Wasserman, President SECONDER: Cindy Chavez, Supervisor

AYES: Wasserman, Chavez, Lee, Ellenberg, Simitian

- 81. Adoption of Salary Ordinance No. NS-5.22.41, an Ordinance amending Santa Clara County Salary Ordinance No. NS-5.22 relating to compensation of employees adding two Airport Operations Worker positions and one Program Manager I position in the Airports Department. (ID# 107818)
 - Introduce, waive reading, and preliminarily adopt on November 2, 2021.
 - · Adopt (Final) on November 16, 2021.

81 RESULT: ADOPTED (FINAL) [UNANIMOUS]

MOVER: Mike Wasserman, President SECONDER: Cindy Chavez, Supervisor

AYES: Wasserman, Chavez, Lee, Ellenberg, Simitian

- 82. Adoption of Salary Ordinance No. NS-5.22.42, an Ordinance amending Santa Clara County Salary Ordinance No. NS-5.22 relating to compensation of employees adding one Community Outreach Specialist position in the County Library District. (ID# 107934)
 - Introduce, waive reading, and preliminarily adopt on November 2, 2021.

· Adopt (Final) on November 16, 2021.

82 RESULT: ADOPTED (FINAL) [UNANIMOUS]

MOVER: Mike Wasserman, President **SECONDER:** Cindy Chavez, Supervisor

AYES: Wasserman, Chavez, Lee, Ellenberg, Simitian

83. Adoption of Salary Ordinance No. NS-5.22.43, an Ordinance amending Santa Clara County Salary Ordinance No. NS-5.22 relating to compensation of employees adding one unclassified Social Services Analyst position and one Social Worker I

position in the Social Services Agency. Unclassified position shall expire on May 28, 2023. (ID# 107223)

• Introduce, waive reading, and preliminarily adopt on November 2, 2021.

Adopt (Final) on November 16, 2021.

83 RESULT: ADOPTED (FINAL) [UNANIMOUS]

MOVER: Mike Wasserman, President SECONDER: Cindy Chavez, Supervisor

AYES: Wasserman, Chavez, Lee, Ellenberg, Simitian

- 84. Adoption of Salary Ordinance No. NS-5.22.44, an Ordinance amending Santa Clara County Salary Ordinance No. NS-5.22 relating to compensation of employees adding one unclassified Application Developer or Associate Application Developer position, one unclassified IT Project Coordinator position, one unclassified IT Project Manager position, one unclassified Multimedia Technician position, one unclassified Senior Application Developer position, and one unclassified Senior Business Systems Analyst position in the Technology Services and Solutions Department. Positions shall expire on May 28, 2023. (ID# 108117)
 - Introduce, waive reading, and preliminarily adopt on November 2, 2021.

• Adopt (Final) on November 16, 2021.

84 RESULT: ADOPTED (FINAL) [UNANIMOUS]

MOVER: Mike Wasserman, President SECONDER: Cindy Chavez, Supervisor

AYES: Wasserman, Chavez, Lee, Ellenberg, Simitian

- 85. Adoption of Salary Ordinance No. NS-20.21.06, an Ordinance amending Santa Clara County Executive Leadership Salary Ordinance No. NS-20.21 relating to compensation of employees deleting one Director, Jail Diversion & Justice Services Program position and adding one Director, Adult/Older Adult System of Care position in the Santa Clara Valley Health and Hospital System. (ID# 108062)
 - Introduce, waive reading, and preliminarily adopt on November 2, 2021.

Adopt (Final) on November 16, 2021.

85 RESULT: ADOPTED (FINAL) [UNANIMOUS]

MOVER: Mike Wasserman, President SECONDER: Cindy Chavez, Supervisor

AYES: Wasserman, Chavez, Lee, Ellenberg, Simitian

86. Under advisement from March 23, 2021 (Item No. 16): Adoption of Ordinance No. NS-516.5 amending Division 22 of Title B of the Santa Clara County Ordinance Code relating to massage establishments, massage therapists, and massage practitioners. (ID# 108191)

- Introduce, waive reading, and preliminarily adopt on November 2, 2021.
- Adopt (Final) on November 16, 2021.

This Ordinance amends and restates Division B22 of the County of Santa Clara Ordinance Code to regulate massage establishments, massage therapists, and massage practitioners, while recognizing the valuable professional services offered by legitimate massage establishments and also deterring and penalizing use of massage establishments as fronts for prostitution, commercial sexual exploitation, and human trafficking.

86 RESULT: ADOPTED (FINAL) [UNANIMOUS]

MOVER: Mike Wasserman, President SECONDER: Cindy Chavez, Supervisor

AYES: Wasserman, Chavez, Lee, Ellenberg, Simitian

Mike Wasserman, President

Board of Supervisors

Signed and certified that a copy of this document has been delivered by electronic or other means to the President, Board of Supervisors.

Attest:

Tiffany Lennear, Acting Clerk

Board of Supervisors

(jm/pd/dl)

Page 33 of 33

County of Santa Clara Probation Department



108108

DATE:

November 16, 2021

TO:

Board of Supervisors

FROM:

Laura Garnette, Chief Probation Officer

SUBJECT: Appropriation Modification Relating to Juvenile Justice Realignment Block

Grant Program Funding

RECOMMENDED ACTION

Approve Request for Appropriation Modification No. 82 - \$1,032,405 increasing revenue and expenditures and adjusting reimbursements within the Probation Department and Behavioral Health Services Department budgets, relating to the Juvenile Justice Realignment Block Grant Program funding. (4/5 Vote)

FISCAL IMPLICATIONS

The recommended action will recognize \$1,032,405 in revenues relating to the Juvenile Justice Realignment Block Grant (JJRBG) and \$143,657 in expenditures to support the Secure Youth Treatment Facility program. Additionally, the recommended action will remove \$888,748 in Transfer In revenues from Trust Fund 0437, as the Juvenile Justice Realignment Block Grant (JJRBG) revenues were moved out of this trust fund to a new revenue account under the County General Fund. The increased costs of \$143,657 in Fiscal Year (FY) 2022 and ongoing will be offset by JJRBG revenues. This action also incorporates an intra-county transfer that allocates a portion of the JJRBG revenues to reimburse the Behavioral Health Services Department (BHSD) for training costs. The intra-county relationship between BHSD and Probation already exists for positions added in BHSD to support the Secure Youth Treatment Facility.

REASONS FOR RECOMMENDATION

The recommended action is comprised of the following requests:

Technical Budget Adjustment:

The JJRBG revenue was initially set up to be deposited in Trust Fund 0437. As a result, the FY22 Adopted Budget for the Probation Department includes \$888,748 in Transfer In revenue and Transfer Out expenditures from this trust fund to support operations in the Probation Department (\$690,000) and fund one Program Manager I position within the Behavioral Health Services Department (\$198,748), dedicated to supporting the

Packet Pg. 1473

implementation of the Secure Youth Treatment Program. Per County Administration's directive, the JJRBG revenue funds were moved to a new revenue account under the County General Fund. With this change, a technical budget adjustment is required to reverse the Transfer In/Transfer Out transactions from Trust Fund 0437.

Additional Appropriations to Support the Secure Youth Treatment Program:

- 1. Agreement to Provide Sexual Offender Services (\$100,000): As part of Senate Bill (SB) 823, DJJ Realignment, the Probation Department is required to provide sexual abuse treatment services to youth and young adults committed to the County Secure Youth Treatment Facility program. To comply with this requirement, in FY22, the Probation Department secured an Agreement with Sharper Future to provide bilingual, individualized treatment for sexually abusive behaviors to youth and young adults committed to the County Secure Youth Treatment Facility program.
- 2. Neurosequential Model of Therapeutics (NMT) Training (\$30,000): NMT is a developmentally sensitive, neurobiological, trauma-informed approach to working with various clinical disorders across the developmental continuum. The approach guides enrichment, educational, and therapeutic interventions. Through the Agreement that the Behavioral Health Services Department has with the Child Trauma Academy, the Probation Department will utilize JJRBG revenue to fund NMT training for 11 BHSD staff members. Trained BHSD staff will then provide introductory trainings to Probation staff working in Juvenile Hall on core concepts relating to NMT practice that are appropriate for non-clinical staff.
- 3. SB 823 County Collaboration Consortium Fee (\$13,657): With the passage of SB 823, there is statewide recognition that not every county can develop a secure track treatment option to address the complex needs for each youth who is ordered by the court into a secure youth treatment facility. To that end, a collaborative statewide consortium has been established to assist counties in filling gaps that cannot otherwise be address ed in the short term. The purpose of a statewide collaborative consortium is to ensure that there is a high-quality secure youth treatment program available for any youth in the state who, absent SB 823, would have been committed to DJJ.

Counties that wish to participate in the consortium will pay an initial membership rate equal to one percent of its SB 823 funding allocation. For the County of Santa Clara, the initial fee for FY22 is \$13,657, which is one percent of the total County allocation in FY22.

CHILD IMPACT

The recommended action will have a positive impact on the Every Child Safe, **Juvenile**Arrest Rate indicator by ensuring that youth who are committed to the Secure Youth Track

Program are provided with the necessary programs and services to rehabilitate youth and
support public safety.

SENIOR IMPACT

The recommended action will have no/neutral impact on seniors.

Board of Supervisors: Mike Wasserman, Cindy Chavez, Otto Lee, Susan Ellenberg, S. Joseph Simitian County Executive: Jeffrey V. Smith Agenda Date: November 16, 2021

Page 2 of 3

SUSTAINABILITY IMPLICATIONS

The recommended action will have no/neutral sustainability implications.

BACKGROUND

On September 30, 2020, Governor Gavin Newsom signed SB 823, which initiated the closure of the State Division of Juvenile Justice (DJJ) and established a system in which youth—who would previously have been eligible for DJJ commitment—will be served in the counties. This legislation also created the Juvenile Justice Realignment Block Grant (JJRBG), which is funding awarded by the state to counties to provide county-based custody, care, and supervision of youth otherwise eligible for commitment to DJJ.

The annual budget allocations for counties is approximately \$40 million in FY22, \$118 million in FY23, and \$192 million in FY24. In FY25 and every year thereafter, the annual budget allocations for counties will be \$209 million, adjusted annually for growth. Counties will receive funding based on a funding formula that includes various factors, including a county's youth population, and the number of youths charged and adjudicated of DJJ eligible offenses. At minimum, a county will receive \$250,000 annually.

The by-county allocation from FY 22-24 is based on the following formula: 30 percent of the per-county percentage of the average number of youth committed to DJJ; 50 percent of the by-county distribution of youth adjudicated for certain violent felony offenses according to DOJ data; and 20 percent based on by-county distribution of youth population, ages 10-17. The by-county allocation for FY25 and every year thereafter, will be based on an established distribution methodology to be developed by the Governor, the Legislature, and stakeholders.

To be eligible for JJRBG funding, counties must create a subcommittee of the multiagency Juvenile Justice Coordinating Council to develop and submit a plan to the newly established Office of Youth and Community Restoration.

CONSEQUENCES OF NEGATIVE ACTION

The appropriation modification request relating to JJRBG funds will not be approved.

STEPS FOLLOWING APPROVAL

The Clerk of the Board of Supervisors will notify John T. Tran and ThuyTrang Nguyen of the Probation Department upon completion of processing.

ATTACHMENTS:

• F85-82 DJJ Realignment allocations and technical adjustments (PDF)

Packet Pg. 1475

Exhibit K

| DEPARTMENT | PROBATION | BUDGET NUMBER | 233000-234800 |
|------------|-----------|---------------|---------------|
| FUND | GENERAL | | |

3. Continue to expand the use of electronic monitoring services to provide security of our community while assisting with overcrowding at the Kings County Jail. We have been successfully increasing our outreach and maintain a steady population on our electronic monitoring program. This greatly aids the Sheriff and his jail operations, ultimately saving the County money on the housing of inmates. We will continue to meet this need for the County.

GOALS AND OBJECTIVES 2021/22:

- Actively seek solutions for the remodel of the former Kings County Branch Jail to meet the immediate need of the County for the housing of juvenile wards of the Count.
- 2. Work collaboratively with the Chief Probation Officers of California in the formation of consortiums to meet the need of all 58 counties to house youth that were previously sent to the Division of Juvenile Justice, pursuant to SB 823.
- Continue to actively engage with the Juvenile Justice Coordination Council on our local plan to meet the need of the realigned youth pursuant to SB 823.
- Continue to expand the use of electronic monitoring services to provide security
 of our community while assisting with overcrowding in the Kings County Jail.
- Closely monitor the changes implemented with the passage of AB 1950 and how those changes impact SB 678 funding.

DISCUSSION

Highlights for 2021-2022 are:

Juvenile Treatment Center - (233000) The 2021/2022 Requested Budget reflects:

- the addition of three (3) FTE Juvenile Center Support Clerks (JCSC) in preparation for the move following completion of the SB 81 Juvenile Center Remodel & Expansion project. The JCSC would need to be hired and trained for the targeted move-in date;
- the funding of two (2) FTE Juvenile Correction Officers I/II (JCO), currently unfunded, to provide direct supervision of the youth;
- 12 Institution radios:
 - o ten institution radios to replace aging and wom radios,
 - two institution radios for the two (2) FTE JCO being requested to be funded;
- an increase in Rents & Leases Software due the higher cost of the chosen scheduling software which more closely meets the needs of the institution;
- a security check and documentation system that will automate the current manual system. All mandated documentation of youth security checks (per Title XV subsection 1328), suicide checks (per Title XV subsection 1329, and all movement of youth within and outside of the facility are documented using a

| STATE OF CALIFORN COUNTY OF KINGS | |
|--|--|
| I, CATHERINE VENTUE | RELLA, Clark of the Board of Supervisors of do hereby certify the foregoing to be a copy of the original mercol on file in |
| Witness my hand and Seal of said Board, this_ | Mich agra Howenhara 22 |
| Cathon | CATHERINE VENTURELLA Clerk of the Board of Supervisors CLUCLTCL Chefury Stock |

Exhibit L

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



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

Board of Supervisors

Regular Meeting Action Summary

Date:

Tuesday, December 21, 2021

Time:

9:00 a.m.

Place:

Board of Supervisors Chambers, Kings County Government Center

1400 W. Lacey Boulevard, Hanford, California 93230

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

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

California Governor Gavin Newsom signed into Law AB 361 on September 16, 2021, relating to the convening of public agency meetings via teleconference in light of the COVID-19 pandemic. Under this authority, the Board of Supervisors will convene its public meetings via video and teleconference. Pursuant to AB 361, and as advised by local Health Officials, the Kings County Board of Supervisors, County staff and interested members of the public may attend the meeting in person. The meeting can also be attended telephonically or by the Internet by sending an email to bosquestions@co.kings.ca.us on the morning of the meeting for an automated email response with the WebEx meeting information. Members of the public attending via WebEx will have the opportunity to provide public comment during the meeting.

Members of the public who wish to only observe the meeting virtually can do so via the worldwide web at: https://youtu.be/alPOKKOdPLk or go to www.countyofkings.com and click on the "Join Meeting" link.

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

9:00 AM

CALL TO ORDER

ROLL CALL - Clerk of the Board

INVOCATION -Pastor Andrew Cromwell - Kolnonia Church

PLEDGE OF ALLEGIANCE **ALL MEMBERS PRESENT**

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UNSCHEDULED APPEARANCES

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

Chris Gutierrez, Kings County Firefighters Union #3747 thanked the Board and the community for their support of their projects: Kicks 4 Casa which collected 250 pairs of shoes for foster children in Kings County and for the collaboration project with the Marines Toys for Tots which collected seven boxes of toys that have been donated. He gave an update on all the responsibilities and outreach the firefighters have done in the community and presented the Board members with a 75th anniversary coln from the Union.

STATE OF CALIFORNIA COUNTY OF KINGS I. CATHERINE VENTUE ELLA, Clark of the Board of Supervisors of ic County and State, do hereby certify the forego a full; true and correct copy of the original thereof on file in Williams and high season day of Novembers Seal of said Board, this. CATHERINE VENTURELLA

Board of Supervisors Regular Meeting Action Summary December 21, 2021 Page 2 of 5



111.

APPROVAL OF MINUTES

- A. Report out of Closed Session from the regular meeting for December 14, 2021.

 Edward Hill, County Administrative Officer stated that the Board took no reportable action in closed session at the December 14, 2021 meeting.
- B. Approval of the minutes from the regular meeting for December 14, 2021.
 ACTION: APPROVED AS PRESENTED (DV, RF, JN, RV, CP-Aye)

IV.

CONSENT CALENDAR

- A. Behavioral Health:
 - Consider amending the Agreement with Kings View Corporation to provide Mental Health Services and Mental Health Services Act programs from January 18, 2022 through June 30, 2022.[Agmt 21-035.1]
- B. County Counsel:
 - Consider adopting a Resolution making the findings required by AB 361 to continue meeting under its abbreviated teleconferencing provisions. [Reso 21-088]
- C. Public Health Department:
 - Consider approving the contract with California Health Collaborative for the term of December 21, 2021 through June 30, 2024, to support the support the expansion of community-based, data-driven, sexually transmitted disease education, testing, and treatment for populations at risk. [Agmt 21-165]
- D. Probation Department:
 - 1. Consider approving the County's plan pursuant to WIC § 1990-1995.
- E. Public Works Department:
 - Consider authorizing the Public Works Director to submit an application for the Clean Green Yard Machines Commercial Voucher Program annually; and
 - Authorize Public Works Fiscal Analyst to sign the Commercial Voucher Authority annually:
 - c. Adopt the Budget Change. (4/5 vote required)
 - 2. Consider approving the Grant of Pipeline Easement to Central Valley Meat Company Inc.
- F. Sheriff's Office:
 - Consider allocating 1.0 Full Time Equivalency Detentions Lieutenant position in Budget unit 223000.
- G. Administration:
 - 1. Consider approving twelve reappointments and two new appointments to multiple boards.

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

V.

REGULAR AGENDA ITEMS

- A. Assessor/Clerk/Recorder Kristine Lee
 - a. Consider approving an Agreement with Just Appraised Inc. in the amount of \$61,000 to provide deed transfer verification software for the Assessor/Clerk/Recorder effective January 1, 2022 through June 30, 2023; and [Agmt 21-166]
 - Adopt the Budget Change. (4/5 vote required)

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

- a. Consider approving an Agreement with Megabyte Systems, Inc. in the amount of \$20,500 to provide an application programming interface for the Just Appraised software for the Assessor/Clerk/Recorder through June 30, 2023; and [Agmt 21-167]
 - b. Adopt the Budget Change. (4/5 vote required)

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

| STATE OF CAUFORNIA :) SO. |
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| I. CATHERINE VENTURELLA. Clerk of the Board of Supervisors of said County and State, do hereby cently the foregoing to be a full, true and correct copy of the original thereof on file in my office. |
| Withinso my hand and THI day of November 2022 |
| CATHERINE VENTURELLA CARREST OF THE BOOM OF SUpervisions By CATHERINE VENTURELLA CHARLES OF THE BOOM O |

Board of Supervisors Regular Meeting Action Summary December 21, 2021 Page 3 of 5



Behavioral Health Department – Lisa Lewis/UnChong Parry

- a. Consider approving the Agreement with California Health Collaborative from December 21, 2021 through June 30, 2024 for the Mental Health Services Act Prevention Program; and
 - Approve the Agreement with California Health Collaborative from December 21, 2021 through June 30, 2026 for the Substance Use Disorder Prevention Services;
 - Authorize the Director of Behavioral Health, or their designee, to sign limited amendments to the Agreement as specified within it. [Agmt 21-168]

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

- a. Consider approving the Agreement with Mental Health Systems, Inc. for Recovery
 Oriented Services to children and youth beneficiaries from December 21, 2021 through
 June 30, 2024; and
 - Authorize the Director of Behavioral Health, or their designee, to sign limited amendments to the Agreement as specified within the Agreement. [Agmt 21-169]

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

C. Department of Finance – James Erb

- a. Consider approving the "Request to Sell Tax-Defaulted Property Subject to the Power of Sale" at a public internet auction and the "Authorization and Report of Sales," which lists the properties; and
 - Authorize the Finance Director to reduce the minimum bid price if no bids are received during the initial auction;
 - Approve the re-offer of unsold parcels at the same sale or next scheduled auction within 90 days with notification to parties of interest.

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

D. Human Resources Department – Henle Ring/Carolyn Leist

 Consider approving the revised job specification for a new classification series of Payroll Specialist I/II and set the salary of Payroll Specialist I at Range 189.0 (\$3,942 - \$4,808 monthly) and Payroll Specialist II at Range 199.0 (\$4,354 - \$5,311 monthly).

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

Consider approving the new job specification for Executive Assistant District Attorney and set the salary at Range 284.5 (\$10,197 - \$12,445).

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

 Consider authorizing the Human Resources Director and designated staff to sign the successor Agreement with the Prosecutors Association for a term beginning December 1, 2021 and ending December 1, 2023. [Agmt 21-170]

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

E. Administration – Edward Hill/Kyria Martinez

- consider approving the allocation from Fund 100011 to purchase an emergency water shortfall for the Kettleman City Community Services District; and
 - b. Adopt the Budget Change. (4/5 vote required)

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

F. Public Health Department – Darcy Pickens/Heather Silva

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

The Board received an update and no reportable action was taken.

| | STATE OF CALIFORNIA COUNTY OF KINGS |
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| | CATHERINE VENTURELLA Clarifor the Bosto of Subpensions By |

ENFIED FUEL AMENDED COMPLAINT FOR INJUNCTIVE AND DECLARATORY RELIEF - EXHIBIT L

Board of Supervisors Regular Meeting Action Summary December 21, 2021 Page 4 of 5



VI.

BOARD MEMBER ANNOUNCEMENTS OR REPORTS

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

Supervisor Verboon thanked County staff for a successful year while dealing with the stress of COVID-19 and thanked Supervisor Pedersen for his leadership on the Board as Chairman in 2021. He wished everyone a Merry Christmas and a Happy New Year.

Supervisor Fagundes thanked County employees for their dedication and hard work during the past year during all the challenges and wished everyone a Merry Christmas and Happy New Year.

Supervisor Neves thanked County staff for all their work and dealing with all the challenges and transitions due to retirements. He stated that he announced West Hills College basketball games, attended the Don Warkentin basketball cross over team, attended the American Legion breakfast, attended the Kings County Homelessness Committee, participated in the Santa Rosa Rancheria Christmas parade and the breakfast with Santa and cookies with Santa in Avenal, completed the Santa school visits and has about twelve more visits for the year and stated that there may be challenges for everyone during the next storm event and wished everyone to be safe and healthy this Christmas and New Years.

Supervisor Valle wished staff a Merry Christmas and Happy New Year and thanked the Board for their yes vote on the Kettleman City water funding item and stated that he would be reaching out to County Department heads to discuss their department updates and needs due to the pandemic. He stated that he had a meeting with Caltrans on the Kettleman City bridge project and asked staff to bring an item back to the Board for Caltrans to give an update on the project, and stated that the redistricting process for State Assembly, Senate and Congress have been completed and there are a lot of changes and the public needs to be aware of the effects on Kings County.

Supervisor Pedersen thanked staff for their work and help in getting him prepared for the meetings, attended the San Joaquin Valley Air Pollution Control District Board of Directors meeting where he completed his second year as Chairman and stated that it's been a challenging year Chairing two organizations with challenging issues and stated that he was thankful to the Board for opportunity to be Chairman and wished everyone a Merry Christmas and Happy New Year.

- Board Correspondence: None
- Upcoming Events: Edward Hill stated that the Winter wonderland ice rink in Downtown Hanford continues operation until January 9,2022 in Hanford Civic Park, Monday-Friday from 4:00 p.m. to 10:00 p.m., Saturday 12:00 p.m. to 10:00 p.m. and Sunday 12:00 p.m. to 8:00 p.m. He stated that the Hanford Chamber of Commerce is hosting its first New Year's Eve Party in conjunction with the local Winter Wonderland abd tickets are sale on the Hanford Chambers website. He stated that on January 1, 2022' the Hanford Chamber of Commerce is hosting a Food Truck Takeover at Civic Park from 5:30 p.m. to 9:00 p.m. and will have live music, activities, and lots of food.
- Information on Future Agenda Items: Edward Hill stated that the following items would be on a
 future agenda: Human Resources Updates to the Salary Resolution and a revised job
 specification, Veterans Services Office Certification of Compliance for County Subvention
 Program and Medi-Cal Cost Avoidance program and Public Health Department COVID-19
 update.

Edward Hill, County Administrative Officer thanked everyone for their support and patience in their work for the County and the citizens during his transition over the past four months from Public Health and wished everyone a Merry Christmas and Happy New Year.

| STATE OF CALIFORNIA COUNTY OF KINGS | |
|--|-------------------------------|
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| - Cathorina Le | BC MOLOnomerone |

EMPIED FIRST AMENDED COMPLAINT FOR INJUNCTIVE AND DECLARATORY RELIEF - EXHIBIT L

Board of Supervisors Regular Meeting Action Summary December 21, 2021 Page 5 of 5



VII.

CLOSED SESSION

- Personnel Matter: [Govt. Code Section 54957] Public Employee Appointment: Public Health Director
- Personnel Matter: [Govt. Code Section 54957] Public Employee Appointment: Director of Finance
- Litigation initiated formally: Title: Leprino v. County of Kings,. 20C0159 [Govt. Code Section 54956.9 (d)(1)

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

CALIFORNIA COMMUNITY HOUSING AGENCY REGULAR MEETING

The next regularly scheduled meeting will be held on Tuesday, January 4, 2022 at 9:00 a.m.

| FUTURE MEETINGS AND EVENTS | | | | |
|----------------------------|---------|---|--|--|
| January 4, 2022 | 9:00 AM | Regular Meeting – Board Reorganization | | |
| January 11 | 9:00 AM | Regular Meeting | | |
| January 18 | - | Regular Meeting Cancelled due to observance of Martin Luther King Jr. Day on January 17 | | |
| January 25 | 9:00 AM | Regular Meeting | | |

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

STATE OF CALIFORNIA COUNTY OF KINGS I. CATHERINE VENTURELLA, Cherk of the Board of Supervisors of and County and State, do hereby certify the foregoing to be a fig. True and correct copy of the original thereof on file in my crice. Seal of eald Board, this

MPLAINT FOR INJUNCTIVE AND DECLARATORY RELIEF - EXHIBIT L



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM December 21, 2021

SUBMITTED BY:

Probation Department - Kelly M. Vernon

SUBJECT:

JUVENILE JUSTICE REALIGNMENT BLOCK GRANT PROGRAM

SUMMARY:

Overview

Welfare & Institutions Code Section(s) 1990-1995 establish the Juvenile Justice Realignment Block Grant program for the purpose of providing county-based care, custody, and supervision of youth who are realigned from the state Division of Juvenile Justice or who would otherwise be eligible for commitment to the Division of Juvenile Justice prior to its closure. To be eligible for funding allocations associated with this grant program, counties shall create a subcommittee of the multiagency juvenile justice coordinating council to develop a plan describing the facilities, programs, placements, services, supervision and reentry strategies that are needed to provide appropriate rehabilitative services for realigned youth. County plans are to be submitted and revised in accordance with WIC 1995, and may be posted, as submitted, to the Office of Youth and Community Restoration website.

Recommendation:

Approve the County's plan pursuant to WIC § 1990-1995.

Fiscal Impact:

If the plan is not received by the Office of Youth and Community Restoration (OYCR) the County will forfeit funding as specified, \$423,000 for FY 2021-22 would be returned to the State.

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: ____OTHER: ____

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

CATHERINE VENTURELLA. Clerk of the Board By ________. Deputy.

| STATE OF CAUFORNIA) 88. |
|--|
| I, CATHERISE VENTURELLA. Clerk of the Board of Supervisors of said County and State, do have by certify the foregoing to be a full mue and correct copy of the oxiginal thereof on file in my office. |
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| CATHERINE VENTURELLA CONTROL OF THE BOARD OF SUPERVISORS ON CATHERINE VENTURELLA CONTROL OF THE BOARD OF T |

Agenda Item
JUVENILE JUSTICE REALIGNMENT BLOCK GRANT PROGRAM
December 21, 2021
Page 2 of 2

BACKGROUND:

The Governor signed SB 823 which realigned the duties previously given to the Division of Juvenile Justice (DJJ) to individual counties. WIC § 1990-1995 established the Juvenile Justice Realignment Block Grant for the purpose of providing county-based care and services previously provided by DJJ.

The County's Juvenile Justice Coordinating Council (JJCC) has met multiple times since April of 2021 and established a subcommittee as specified in statute. The subcommittee has met and developed the local plan and the JJCC met and approved the plan on December 3, 2021. The JJCC worked to include voices of individuals with lived experience to develop a robust plan to meet the needs of our local youth.

Upon Board approval the plan will be submit to OYCR via the prescribed email address as a physical address has yet to be established.

STATE OF CALIFORNIA
COUNTY OF KINGS:

J. CATHERINE VEITURELLA. Clark of the Board of Supervisors of and Ounty and State, do hereby certify the foregoing to be a full, true, and correct copy of the original inereof on file in my office.

Witness my hand and the day of Ounty and State of Seal of said Board, this Catherine Venturella

Catherine Venturella

Cark of the Board of Supervisors

By a the Catherine Control of Supervisors

By a the Catherine Venturella

Juvenile Justice Realignment Block Grant Annual Plan

Date:

November 30, 2021

County Name:

Kings

Contact Name:

Dan Luttrell, Deputy Chief Probation Officer

Telephone Number: (559) 852-4302

E-mail Address:

dan.luttrell@countyofkings.com

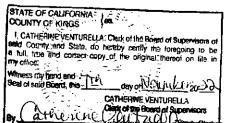
Background and Instructions:

Welfare & Institutions Code Section(s) 1990-1995 establish the Juvenile Justice Realignment Block Grant program for the purpose of providing county-based care, custody, and supervision of youth who are realigned from the state Division of Juvenile Justice or who would otherwise be eligible for commitment to the Division of Juvenile Justice prior to its closure.

To be eligible for funding allocations associated with this grant program, counties shall create a subcommittee of the multiagency juvenile justice coordinating council to develop a plan describing the facilities, programs, placements, services, supervision and reentry strategies that are needed to provide appropriate rehabilitative services for realigned youth.

County plans are to be submitted and revised in accordance with WIC 1995, and may be posted, as submitted, to the Office of Youth and Community Restoration website.

JJCC REALIGNMENT PLAN - 1



MPLAINT FOR INJUNCTIVE AND DECLARATORY RELIEF - EXHIBIT L

Contents:

Part 1: Subcommittee Composition

Part 2: Target Population

Part 3: Programs and Services

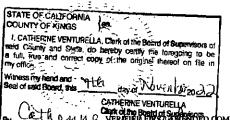
Part 4: Juvenile Justice Realignment Block Grant Funds

Part 5: Facility Plan

Part 6: Retaining the Target Population in the Juvenile Justice System

Part 7: Regional Efforts

Part 8: Data



PART 1 - Subcommittee Composition was 1995(b)

| NAME/TITLE | PHONE | EMAIL |
|---|------------------|----------------------------------|
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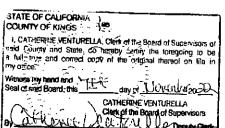
PART 2 - Target Population was 1995(c)(1)

Kings County will serve youth and young adults 14 years of age and older with adjudications for offenses outlined in 707(b) W&I where the Juvenile Court has made a finding that less restrictive alternative dispositions are unsuitable.

Kings County will not be able to serve youth requiring specialized therapeutic needs, such as sexual offenders and female offenders. For these youth, it is anticipated that Kings County will seek to partner with other agencies and/or regions with these specialized treatment providers through a contract process. However, in the absence of a contract with another agency or region, Kings County does have capacity to accommodate female offenders.

In order to present the most accurate picture of what the Kings County target population may look like, below are two sets of data. The first table contains all youth committed to DJJ over the past five years, 2016-2020; the second table contains the youth currently in the Kings County Juvenile Center with a 707(b) W&I offense:

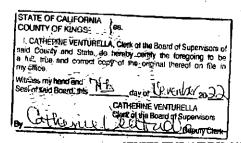
JJCC REALIGNMENT PLAN - 3



VERIFIED FIRST AMENDED COMPLAINT FOR INJUNCTIVE AND DECLARATORY RELIEF - EXHIBIT L

DJJ Committed youth: 2016-2020

| | <u>Year</u> | <u>Offense</u> | <u>Gender</u> | Ethnicity |
|----------|-------------|-----------------------------------|---------------|------------------|
| 1. | 2016 | Aggravated Assault w/ weapon | Male | · Hispanic |
| 1. 2. | 2016 | Aggravated Assault w/ weapon | Male | Hispanic |
| 2. 3. | 2016 | Aggravated Assault w/ weapon | Male | African American |
| 4. | 2016 | Aggravated Assault w/ weapon | Male | Caucasian |
| 5. | 2016 | Aggravated Assault w/ weapon | Male | Caucasian |
| 5. 6. | 2016 | Aggravated Assault w/ weapon | Male | Hispanic |
| 7. | 2016 | Lewd Acts on Child | Mate | Caucasian |
| 8. | 2016 | Robbery | Male | Hispanic |
| 0. | 2010 | Robbery | Maio | t iispatiic |
| 9. | 2017 | Robbery | Female | Caucasian |
| 10. | 2017 | Aggravated Assault w/ weapon | Male | Hispanic |
| 11. | 2017 | Aggravated Assault w/ weapon | Male | Hispanic |
| 12. | 2017 | Aggravated Assault w/ weapon | Male | Hispanic |
| 13. | 2017 | L&L Acts on a child (sex offense) | Male | African American |
| 14. | 2017 | L&L Acts on a child (sex offense) | Male | Hispanic |
| 15. | 2017 | Robbery | Male | Caucasian |
| 16. | 2017 | Robbery | Male | Caucasian |
| 17. | 2017 | Robbery | Male | Caucasian |
| 18 | 2018 | Aggravated Assault w/ weapon | Male | Hispanic |
| | 2018 | Aggravated Assault w/ weapon | Male | Hispanic |
| 20. | | Aggravated Assault w/ weapon | Male | Hispanic |
| 21. | | Aggravated Assault w/ weapon | Male | Hispanic |
| | 2018 | Miscellaneous Assault | Male | Hispanic |
| | 2018 | Miscellaneous Assault | Male | Hispanic |
| | 2018 | L&L Acts on a child (sex offense) | Male | Hispanic |
| | | | | • |
| 25. | 2019 | Aggravated Assault w/ weapon | Male | Hispanic |
| 26 | 2019 | Aggravated Assault w/ weapon | Male | Hispanic . |
| 27. | 2019 | Aggravated Assault w/ weapon | Male | Hispanic |
| 28. | 2019 | Aggravated Assault w/ weapon | Male | Hispanic |
| 29. | 2019 | L&L Acts on a child (sex offense) | Male | Hispanic |
| 30. | 2019 | Sodomy (sex offense) | Male | Caucasian |
| 31. | 2020 | Aggravated Assault w/ weapon | Male | Caucasian |
| 32. | 2020 | Assault w/ Firearm | Male | African American |



*Current population of 707(b) Offenses

| <u>Age</u> | Offense | Gende |
|------------|-------------------------------------|--------|
| 14 | Discharge firearm & assault w/gang | Male |
| 17 | L&L Acts on a child (sex offense) | Male |
| 16 | Attempted murder w/gang | Male |
| 17 | Attempt murder w/gang | Male |
| 17 | Robbery & threats | Male |
| 18 . | Miscellaneous Assault | Male |
| 15 | Assault w/ threats | Female |
| 14 | Forced L&L on a child (sex offense) | Male |
| 17 | Discharge firearm w/gang | Male |
| 17 | Aggravated Assault w/weapon & gang | Male |
| 17 | Aggravated Assault and threats | Male |
| 15 | Aggravated Assault w/firearm | Male |
| 19 | Aggravated Assault w/gang | Male |
| 18 | Murder | Male |
| 17 | Attempted Murder | Male |
| 16 | Robbery | Male |
| | | |

^{*}As of February 2021

Given historical data, coupled with recent trends in Kings County, we anticipate 5-7 commitments annually.

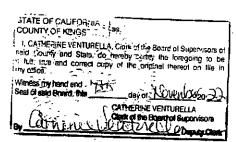
PART 3 - Programs and Services wai 1995(c)(2)

Objective

All interventions and interactions with the youth will contribute toward the goal that each youth/young adult will leave the program and transition back to the community with a solid foundation for a healthy and successful life; comprised of strong family and community connections, a good job and/or preparation for advanced education, and safe/secure housing.

Intake & Assessment

Upon intake, each youth will receive comprehensive assessments across several domains, including health/dental/vision, behavioral health (cognitive, emotional and interpersonal functioning), education and family. These assessments will be conducted by a psychiatrist & Wellpath Medical Staff, licensed psychologist, licensed clinician (MFT or LCSW, who will be the Clinical Director of the program), the County Office of Education and the Employment and Training Technician. Additionally, each youth's criminogenic risk and needs will be identified utilizing the Positive Achievement Change Tool (PACT) administered by the Deputy Probation Officer (DPO).

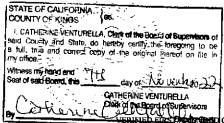


The initial assessment shall be completed by the psychologist. The assessment shall be a comprehensive evaluation of the youth's historical background, personality assessment, trauma events and other clinical needs. The psychologist shall further assess for risk factors including those such as, suicidal ideation, antisocial behaviors and other potential risks to include for a full report of clinical impression and diagnoses of the youth along with treatment recommendation. The psychologist will utilize evidence based psychological assessments consistent with standard requirements for correctional setting. The psychologist shall include Patient Health Questionnaire (PHQ-9), Addiction Severity Index (ASI), the Ohio Risk Assessment System (ORAS) tool, the Colombia-Suicide Severity Rating Scale (C-SSRS) screener, the PCL-R 2nd edition as antisocial behavior risk screening tool, and shall include MnSOST-R for sex offenders.

Upon completion of the assessment process and within 30 days of admission, the Clinical Director will work with the youth, the family, psychologist, psychiatrist, deputy probation officer, the department of education representative, the employment and training technician, and juvenile facility staff to develop a comprehensive and unique case plan to meet the youth's specific needs. The specific interventions and dosage will be commensurate with the youth's risk and needs as identified during the assessment process, along with information gathered from the youth and their family. The goal is to individualize treatment as much as possible within the setting as suggested by research, in order to maximize potential life changing results.

Programming

All youth will participate in Moral Reconation Therapy (MRT) one time per week, for a minimum of 30 weeks depending the progress of the youth. MRT will be facilitated by a trained DPO. MRT is an emotionally intense program that was initially developed in custodial settings over 30 years ago. The term "reconation" refers to a process that alters how we make decisions. MRT is an effective, evidence based cognitive behavioral intervention with years of data to support its efficacy when administered to fidelity. MRT consists of 12 different milestone steps in which the youth will revisit many major aspects of their lives including their past experiences, their upbringing, decision making process, service to others, goal setting and values. The process is meant for the youth to reevaluate their thought process on various levels that affect not only their cognitive functioning, but also their desire to succeed in the future. In MRT it is very common for the youth to take various weeks working on a specific step and may result in the youth revisiting a previous step. This is not seen a punishment, but is rather understood as the youth working through different cognitive distortions. The youth will be able to bring these instances and other difficult moments in individual therapy. Separating the clinician from the MRT sessions will allow the youth to be open to discussion these difficulties and be able to create meaningful and possibly life altering moments. The clinical director, whom



facilitates the individual therapy for the youth, may also utilize group therapy to work with a group of youth on a specific clinical need. Step 7 in MRT starts to focus on goal development, starting with a one-year goal and work its way to a 10-year goal using Cognitive Behavioral Therapy intervention skills. It is during this step in which the youth will start working as a mentor to a youth new in the program. Mentorship can continue after the youth completes the full MRT program. When facilitated to fidelity, participants truly think differently following a course of MRT and will have understood the importance and value of healthy relationships, honesty and a better understanding of healthy decision-making.

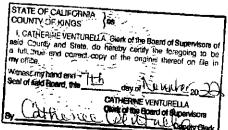
As a supplement to MRT, youth will also participate in Aggression Replacement Training (ART), which will also be facilitated by trained DPO's or custodial staff one time per week for 30 weeks. ART addresses individual's behaviors, emotions and thoughts that contribute to aggression. Like MRT, ART has also shown to be an effective intervention for youth by reducing future acts of aggression.

Depending upon their criminogenic needs, youth and young adults may also participate in Forward Thinking and Courage to Change, which are interactive journaling systems facilitated by trained staff. This effective intervention addresses a youth's values, thinking patterns, self-control, relationships, substance use and proper use of leisure time. Interactive journaling is a useful evidence based tool that assists in various aspects including working through cognitive distortions, emotional regulation and decision making.

As mentioned before, the Clinical Director will also provide direct service and help the youth work through any trauma during individual therapy sessions. The Clinical Director will utilize evidence-based modalities such as Cognitive Behavioral Therapy and Dialectical Behavioral Therapy designed to address common cognitive distortions common to all adolescents in addition, anti-social thinking patterns, as well as regulating impulsive thinking and behaviors. The Clinical Director will assign the youth to different groups, where the youth will develop pro-social skills, which will help them develop interpersonal problem solving skills, perspective taking and continued development of empathy. These groups may target a various clinical needs including depression, anxiety, mindfulness, anger management and more.

Digital Storytelling is a promising practice used in the JC Montgomery School by the Kings County Office of Education. Based upon early positive results, we plan to expand its use. At its core, Digital Storytelling is essentially a computer-based tool through which youth express themselves and tell their own unique story. For example, in the Stories with Style curriculum, youth were able to develop their own beats and create their own rap music, enabling them to express (many for the first time) traumatic events from their lives. The youth also used other forms of music, graffiti, and DJ'ing to express themselves while exploring difficult emotions.

JJCC REALIGNMENT PLAN - 7



OMPLAINT FOR INJUNCTIVE AND DECLARATORY RELIEF - EXHIBIT L

The Clinical Director will also play a key role in training the supervision staff. The core principles of a trauma informed approach to custodial supervision involve educating staff that most youth have experienced significant traumatic events in their lives. Therefore, we seek to minimize the chances of re-traumatization during interactions with the youth. The Clinical Director will create a training program that spans the course of the year and will introduce staff to various topics. These topics will include introduction to mental disorders, working with mental health from a trauma perspective, Interventions and deescalations, staff mindfulness and vicarious trauma.

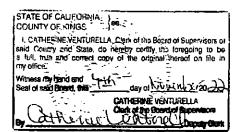
The Clinical Director will receive daily updates of significant aspects related to the youth and will staff each case weekly. Case staffing may be on progress, however, the Clinical Director may call clinical meetings based on a more urgent need of a youth. These meetings shall include those providing treatment to the youth including the psychiatrist, psychologist, DPO, Clinical Director, and others identified by the Clinical Director. The purpose of the clinical staffing will be to address the presenting urgent need.

Education

Youth who have not graduated will participate in educational services provided at JC Montgomery School under the Kings County Office of Education. Students at JC Montgomery are provided with A-G coursework through standards-based classroom instruction and online Edgenuity credit recovery coursework. During classroom instruction, students are provided with culturally responsive, hands on learning experiences that align with assigned course texts and resources. Through Edgenuity, students are able to enroll in coursework to earn their diploma and to enroll in Career and Technical Education (CTE) courses for transition back to their comprehensive programs should that be the goal. Students who are within 30 credits of earning a diploma have the opportunity to become dual enrolled students through a partnership with West Hills Community College. The site transition specialist provides academic services to students, including support to complete the FAFSA applications and to research postsecondary educational opportunities, including vocational or technical programs. Students who are English Learners are provided with daily designated ELD support by a classroom teacher. Students on IEP's receive individualized support from the on-site RSP teacher. All student progress is monitored through site benchmark assessments every 6-8 weeks. Once youth have received their high school diploma, they will have the opportunity to enroll in community college coursework toward a degree program of their choosing.

Career and Technical Education

Many youth and young adults have no desire to attend a University. According to 2019 data compiled by Resource Development Associates (RDA), for 25-64 year olds in the San Joaquin Valley, only 8% of respondents had an associate's degree, 12% had a bachelor's degree and less than 5% had a postgraduate degree. Additionally, of the 18-



24 year olds, 60% were not enrolled in any type of postsecondary education (JobsEQ Demographic Profile Summary – San Joaquin Valley Associated Counties). Therefore, for the youth and young adults in our program, preparing them for a vocation of their interest is an ideal alternative to degree programs. Partnering with the Kings County Job Training Office, youth and young adults will receive on-site courses to facilitate the development of foundational career skills that are requisite in a competitive job market. These in-person programs, taught by JTO staff members, include workplace etiquette, DMV study for a driver's license, building self-confidence and self-esteem, interviewing skills, resume development, typing and Microsoft office skills. Once youth have completed these foundational courses, they will have access to vocational programs, both on-site and off-site, including building maintenance, landscaping, culinary, forklift, HVAC, truck driving, welding and pre-apprenticeship opportunities in the trades of carpentry, electrical and plumbing. For youth who are unsure of their career path, assessments for job aptitude and job interest will be available.

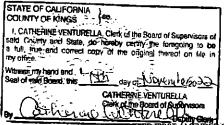
Family

From the outset of each youth and young adult's commitment, we will begin working closely with their family. Healthy community and family connections are critical for continued healthy development and we believe all families possess strengths upon which future success can be built. The goal of family interventions is to reduce stress and conflict among family members and solve any problems, versus trying to identify any single "cause" within the family. Families will receive psychoeducational services, counseling, learn to handle conflict, develop/increase communication skills and reduce overall stress. Case managers will work with the Kings County Human Services Agency to ensure families are connected with any benefits to which they may be entitled. The family will be involved in all aspects of the youth/young adult's case plan development. In addition to direct services to the family and youth, the family will have in person, face to face visits with the youth at least twice a week, ongoing telephone contact and Zoom visits. Family will also be invited to participate in family events, such as movie night or dining with the youth. In summary, the family will be involved in all aspects of the youth's program and the treatment team will maintain frequent contact with the family to ensure everyone is informed on the treatment plan, progress and any issues that may arise during the commitment.

Medical

Through a contract with Wellpath, each youth will receive health, dental and vision assessments to address any unmet needs followed by ongoing care. The youth's health is the foundation upon which all programming depends; therefore, maintaining their physical wellbeing is of paramount importance. Psychiatric services will also be available for youth and young adults. Most medical services can be provided on-site. However,

JICC REALIGNMENT PLAN - 9



DED COMPLAINT FOR INJUNCTIVE AND DECLARATORY RELIEF - EXHIBIT L

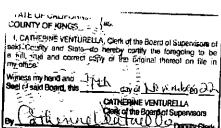
for most dental and vision needs, youth and young adults may be transported to treatment providers in the community.

Pre-release Preparation

Currently, the average DJJ commitment is 24 to 28 months and we anticipate similar commitment times. Therefore, within 6 months of program completion, pre-release planning will be initiated. The entire treatment team, comprised of the youth, their family, Clinical Director, deputy probation officer, educational/vocational representative, medical staff and a representative from the human services agency if needed, will meet to develop specific goals for the youth as they prepare to transition back to the community. This team will ensure the youth is supported in their transition with emphasis placed on their medical needs, medication needs, Medi-Cal/health insurance, housing, education, employment and overall support and encouragement. Experiences may be different for each youth, however, as this is a transitional period for the youth, the Clinical Director will evaluate specific clinical needs and goals that the client will focus on as they work through the release process. The Clinical Director/DPO will facilitate a group focused on re-entry for youth who are within 6 months of being released.

Based upon the structure of the disposition ordered by the court, the youth may be subject to probation supervision following their release. The probation officer's primary role will be one of support as the youth transition back to the community. The youth and family will also continue to receive any services they require, including mental health, group counseling, assistance with continuing education and employment related services from the employment and training technician.

JJCC REALIGNMENT PLAN - 10



VERIFIED FIRST AMENDED COMPLAINT FOR INJUNCTIVE AND DECLARATORY RELIEF - EXHIBIT L

PART 4 - Juvenile Justice Realignment Block Grant Funds wai 1898(3)(a)

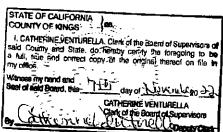
FY 2021/2022

| Realignment Funds | \$423,000 | | | |
|-------------------------------------|-------------------------|----------|---------------|--------------|
| Description | Hours | Rate | Amount | Balance |
| Licensed Mental Health Clinician | 7.82 | 2.00 | \$137,978.00 | \$285,022.00 |
| Licensed Psychologist | 120.0 | \$150.00 | \$18,000.00 | \$267,022.00 |
| (1) FTE JCO III | 性性素 | | \$87,272.00 | \$179,750.00 |
| (1) FTE Employment & Training Tech. | | | \$81,398.00 | \$98,352.00 |
| Operating Expenses - Juv Center | ir 1515, (1869) | 化海棠 | \$65,000.00 | \$33,352.00 |
| Statewide Consortium | | 1% | \$4,230.00 | |
| | 产业均 | 2.给各特书 | : | |
| | | | | |
| Total | | | *\$393,878.00 | \$29,122.00 |

This is an estimate on year one costs.

The foundation of the program will be the hiring of a (FTE) Licensed Mental Health Clinical Director will serve as the treatment team leader and will be responsible for continuing to build a robust and rigorous treatment program, provide direct service to the youth, train staff and work with the Probation Department Management team to develop a culture where rehabilitation and treatment inform all interactions with the youth. A contract psychologist will be brought in for the initial assessments to provide an in-depth and comprehensive case plan. The psychologist will be contracted for at total of 10 hours per youth for the initial assessments, testing, report writing and consultation with the Clinical Director; the contract will also include a total of four additional hours per quarter for ongoing consultation. One (FTE) Employee & Training Technician from the Kings County Job Training Office (JTO) will provide ongoing job skills training and career technical education and one (FTE) Juvenile Corrections Officer III will be added to oversee the supervision aspect of the program. Since year one will take place in the current 100 Unit of the Kings County Juvenile Center, we can leverage current staffing and no additional staff will be needed if the department is able to maintain all currently allocated positions. Lastly, the county has paid into the statewide consortium for the placement of youth into specialized programs.

JJCC REALIGNMENT PLAN - 11

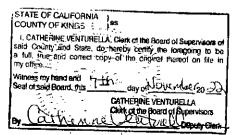


COMPLAINT FOR INJUNCTIVE AND DECLARATORY RELIEF - EXHIBIT L

FY 2022/2023

| Realignment Funds | \$1,200,000 | | | |
|-------------------------------------|-----------------|-------------|----------------|----------------|
| Description | Hours | Rate | Amount | Balance |
| Licensed Mental Health Clinician | A LOUIS | は高級的で | \$137,978.00 | \$1,062,022.00 |
| Licensed Psychologist | 120.0 | \$150.00 | \$18,000.00 | \$1,044,022.00 |
| (5) FTE JCO I/II (9 total) | "是些那么 | | \$717,552.00 | \$326,470.00 |
| (1) FTE JCO III (2 total) | | | \$174,544.00 | \$151,926.00 |
| (1) FTE JCO IV | | "特殊" | \$95,159.00. | \$56,767.00 |
| (1) FTE Employment & Training Tech. | L | | \$81,398.00 | (\$24,631.00) |
| · · · · · · | | 国人 | | ! |
| Operating Expenses - Juv. Center | Project Control | | \$65,000.00 | (\$65,000.00) |
| Total | <u> </u> | | \$1,289,631.00 | (\$89,631.00) |

In late 2022 or early 2023, it is anticipated that Kings County Probation will move the current custodial operation to the former branch jail that will be re-modeled following the county's award of funds under SB 81. At that time, the 100 Unit of the current Kings County Juvenile Center will house realigned youth exclusively. This will also open up additional space for programming, educational and vocational training. With most of the custodial staff re-located to the new facility, additional supervision staff will be required, including (5) FTE JCO's, (1) FTE JCO III to serve as a lead officer, and (1) FTE JCO IV to supervise all staff. Additional costs in year two include the costs to run the physical plant.



FY 2023/2024

| Realignment Funds | \$1,800,000 | | | |
|-------------------------------------|-------------|-------------|----------------|----------------|
| Description | Hours | Rate | Amount | Balance |
| Licensed Mental Health Clinician | 温。指置 | 建 | \$137,978.00 | \$1,662,022:00 |
| Licensed Psychologist | 120.0 | \$150.00 | \$18,000.00 | \$1,644,022.00 |
| (5) FTE JCO I/II (12 total) | | Marie Color | \$1,110,336.00 | \$533,686.00 |
| (1) FTE JCO III (2 total) | () () () | 生素 海绵 | \$201,874.00 | \$331,812.00 |
| (1) FTE JCO IV | | | \$110,244.00 | \$221,568.00 |
| (1) FTE Employment & Training Tech. | | | \$81,398.00 | \$140,170.00 |
| Vocational Ed. Infrastructure | 7 下 和源 | MEMOS | \$45,000.00 | . \$95,170.00 |
| Vocational Education | | | \$35,000.00 | 1 - |
| Operating Expenses - Juv. Center | | ्र ्रं रुख् | \$65,000.00 | \$30,170.00 |
| Total | | | \$1,804,830.00 | (\$4,830.00) |

In year three, three (3) additional JCO I/II's are added to the supervision staff for the youth. Additionally, all staff are calculated to reach top step in their respective positions, which increases overall costs. In year three, additional funding is added to bolster the vocational training programs and the space needed for on-site training to ensure the youth leave the program with the requisite skills to get a good job.

JJCC REALIGNMENT PLAN - 13

| STATE OF CAUFORNIA COUNTY OF KINGS RE |
|---|
| 1. CATHERINE VENTURELLA Clerk of the Board of Supervisors of said County and State, no heatily certify the loregoing to be a full title and correct copy of the original thereof on file in my office. |
| Witness my hand and the day of November 22 |
| CATHERINE VENTURELLA Clark of the Board of Supervisors By CATHON ON THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF T |
| |

VERIFIED FIRST AMENDED COMPLAINT FOR INJUNCTIVE AND DECLARATORY RELIEF - EXHIBIT L

PART 5 - Facility Plan wai 1995(c)(4)

During 2021 and 2022, all male youth and young adults committed to the program will be housed in the 100 unit of the Kings County Juvenile Center for housing, programming and education. The 100 Unit has two single rooms and 11 double rooms. However, if a youth is committed with special needs based upon their age, gender, propensity for extreme behaviors, or other factors that would pose a significant disruption to the youth or other youth, they may be housed in the 200 or 300 unit. Staffing will meet or exceed the Title 15 Standards for juvenile detention facilities.

Upon completion of the county's SB 81 re-model project at the end of 2022, the current pre-disposition and commitment programs will be transferred to that location. Thereafter, the current location of the Kings County Juvenile Center will only house the realigned population in the 100 Unit.

PART 6 - Retaining the Target Population In The Juvenile Justice System was 1995(c)(5)

The Kings County Probation Department works with the Minor's Advocates Office and the Kings County District Attorney's Office to ensure fair, consistent and equal treatment of all justice involved youth. Our collective goal is to work with the youth and family in resolving delinquency and restoring victims using the lowest level of intervention possible.

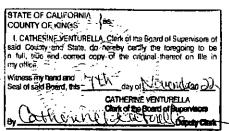
The Probation Department will continue to offer prevention and early intervention services to youth and families to minimize the number of cases referred to the District Attorney. Further, only when the Juvenile Court finds the rehabilitative efforts of the juvenile system inadequate in a given case will it then be transferred to the jurisdiction of the Adult Criminal Court.

PART 7 - Regional Effort was 1995(c)(6)

Kings County will likely seek to contract with another County or Regional hub to provide services for adolescent sex offenders. Given the high level of specialized treatment required by this population, coupled with the low number of commitments, it will be more beneficial for the youth and their treatment to contract with a County with larger numbers of youth with similar treatment needs.

Likewise, Kings County will seek to contract with another County or Regional Hub to provide services to female offenders. There are significantly fewer female commitments, and programming them together is a better alternative than housing them alone. However, in the absence of a contract, Kings County would house and program any female commitments in the 200 Unit where other females are housed pre-disposition.

JJCC REALIGNMENT PLAN - 14



PART 8 - Data wai 1995(c)(7)

The Clinical Director will be responsible to coordinate the maintenance of records and data collection. The program shall maintain all client records as set forth by HIPAA standards and guidelines. The program will utilize an Electronic HealthCare Record for record keeping.

The program will maintain a database to track the entry and programming of the youth along with tracking key events and progress. The program shall further utilize a weekly progress report to assist with tracking progress of the youth in the program. These progress reports with be utilized as the weekly staffing and provided to court for the Judge during periodic reviews. The program will also develop a multi survey system to track program progress and evaluate needs of the program including both youth and staff. These surveys will be administered at the inception of the program, at six months and a year into the program. Further, there will be group interviews that will be conducted to help in assessing the needs and progress of the program.

Just as important as measuring "what" the program did for the youth, is "how" services were provided. It is crucial to gauge a youth and family's perspective on whether or not, and to what degree, they were treated fairly and with respect by those working in the program. Therefore, through questionnaires, we will measure concepts such as trust, fairness, transparency and impartiality.

Currently, there are a number of incident driven data that are collected and maintained pursuant to Title 15. This includes but is not limited to documentation of room confinement, use of force, restraint, injuries, fights, due process and grievances, PREA related incidents and self-harm. This incident related information will continue to be documented and tracked in the same manner.

JJCC REALIGNMENT PLAN - 15

| STATE OF CALIFORNIA SECOUNTY OF KINGS SE. |
|--|
| I. CATHERINE VENTURELLA. Clerk of the Board of Supervisors of each County and State, do hereby certify the toragoing to be in full, true and correct copy of the origins, thereof on the in origins. |
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VERIFIED FIRST AMENDED COMPLAINT FOR INJUNCTIVE AND DECLARATORY RELIEF - EXHIBIT L

Exhibit M



Kings County Budget Fiscal Year 2022-23

PROBATION DEPARTMENT

1. PURPOSE

The probation department provides public safety and protection through various mandated services. Under the authority and jurisdiction of the Kings County Superior Court (Court), the department enforces the orders of the Court and ensures a probationer's compliance and ensures the overall safety of the community.

2. CORE FUNCTIONS

As officers of the Court, probation provides in-court support and authors required reports for every court hearing for juvenile and adult courts. Probation provides mandated services in the operation of a juvenile detention/commitment facility. The department enforces court orders with all probationers and provides supervision and support to clients to assist in their individual rehabilitation. Probation is the alternative to incarceration, safely connecting system-involved individuals to the support they need. Probation provides sustainable collaborative community safety.

3. KEY GOALS AND OBJECTIVES IN CURRENT FISCAL YEAR 2021-22

- A. Goal: Actively seek solutions for the remodel of the former Kings County Branch Jail to meet the immediate need of the County for the housing of juvenile wards of the court.
 - Objective: Secure funding to meet the anticipated shortfall of allocated funding to the cost of the remodel.

Results: This objective was completed as money was identified from reserves in the Youthful Offender Block Grant and other state funding sources available to probation.

- Objective: Work with the Board of State and Community Corrections (BSCC), the architect and contractor to finalize plans for the facility.
 - Results: This objective was completed. Plans were finalized and construction has begun.
- iii. Objective: Break ground on the remodel.

Results: This objective was completed with a groundbreaking ceremony held or September 15, 2021.

- B. Goal: Work collaboratively with the Chief Probation Officers of California (CPOC) in the formation o consortiums to meet the need of all 58 counties to house youth that were previously sent to the Divisior of Juvenile Justice (DJJ), pursuant to Senate Bill (SB) 823.
 - Objective: Engage the Juvenile Justice Coordinating Council (JJCC) in discussions as to the appropriateness of joining the consortium.

Results: This objective was completed as the JJCC agreed joining the consortium wavital to the department's successful handling of the realigned Department of Juvenik Justice (DJJ) population.

 Objective: Obtain approval of the JJCC and the Board of Supervisors (BOS) to allocate funding for consortium membership.

Results: This objective was completed as funding was identified from the ellocatio received from the State to meet the needs of this population. One percent (1%) of th County's total allocation was determined to be the membership dues for the consortium

ill. Objective: Incorporate the consortium as a 501(c)(3) and establish by-laws.

Results: This objective was completed with the establishment of the County Probatic Consortium Partnering for Youth Realignment.

C. Goal: Continue to actively engage with the JJCC on the County's local plan to meet the need of the realigned youth pursuant to SB 823.

| STATE OF CALIFORNIA COUNTY OF KINGS | |
|--|----------|
| COUNTY OF KINGS 88. | _ |
| L CATHERINE VENTURELLA, Clark of the Board of Supervisors and County and Staff, do hereby certify the foregoing to a full, true, and correct copy of the original mereof on file my office. | be in |
| Seed of said Board, one This day of Nous it has 3 |), |
| By Catto in Controller of Schopesors | - |

Exhibit N

TRINITY COUNTY BOARD OF SUPERVISORS

Trinity County Library Conference Room 351 Main Street Weaverville, CA

MEETING MINUTES

November 16, 2021

Chairman
Supervisor Jeremy Brown - District 4

Vice-Chairman
Supervisor Dan Frasier - District 5

Supervisor Keith Groves - District 1 Supervisor Jill Cox - District 2 Supervisor Liam Gogan - District 3

Richard Kuhns, Psy.D - County Administrative Officer / Clerk of the Board

Margaret E. Long - County Counsel

Emma Purvis - Deputy Clerk of the Board

ZOOM INFORMATION

This meeting used Zoom due to the coronavirus (COVID-19).

Meeting called to order in open session at 9:00 AM

Pledge of Allegiance

Pledge led by Supervisor Jill Cox.

Public Comment

Received public comment from Jack Norlund, Anmarie Swanstrom, Jim Morrey, Heather Gossman, Sandyie Faulkner, Mary Rist, Angellina Rodrigez, Veronica Kelly-Albiez, Alyse Hazard, and Kenney Wiley.

Presentations

Board of Supervisors

1.1 Received a presentation from Rural County Representatives of California General Counsel Arthur Wylene and Legislative Advocate Sarah Dukett regarding the Cannabis Regulatory Landscape in California.

Clerk of the Board

1.2 Received Trinity County Board of Education 's Report to the Community from Superintendent of Schools Sarah Supahan and Deputy Superintendent Fabio Robeles.

Health and Human Services

1.3 Received a presentation from Health and Human Services Public Health Branch Director Marcie Cudziol regarding COVID-19.

Received comments from Epidemiologist Sarah Marikos and County Counsel Margaret Long.

Consent Calendar

Behavioral Health Services

2.1 Approved amendment number one to the agreement with VOTC Inc, dba Visions of the Cross to increase the contract maximum by \$30,000 per fiscal year to provide residential and outpatient services for Trinity County Beneficiaries.

Motion: Keith Groves Second: Dan Frasier Carried

Ayes: Brown, Cox, Frasier, Gogan, Groves

2.2 Approved a FY 21/22 budget adjustment for Behavioral Health - Dept. 4200 increasing Services & Supplies by \$141,376 and Transfers In by \$141,376; approved a FY 21/22 budget adjustment for Substance Use Disorder Services - Dept. 4230 increasing Services & Supplies by \$5,000, Support & Care by \$47,290 and Transfers In by \$52,290 and approved a FY 21/22 budget adjustment for BHS Realignment - Dept. 8504 increasing Transfers Out by \$193,666.

Motion: Keith Groves Second: Dan Frasier Carried

Ayes: Brown, Cox, Frasier, Gogan, Groves

2.3 Approved amendment number one to the MOU with the Trinity County Special Education Local Plan Area for Psychological Services (SELPA), adjusting the rates TCBHS charges to provide outpatient Mental Health Services.

Motion: Keith Groves Second: Dan Frasier Carried

Ayes: Brown, Cox, Frasier, Gogan, Groves

Clerk of the Board

2.4 Adopt Resolution No 21-121 which confirms the continuance of a Local Emergency in the County of Trinity due to drought conditions.

Motion: Keith Groves Second: Dan Frasier Carried

Ayes: Brown, Cox, Frasier, Gogan, Groves

2.5 This item was pulled from the Consent Calendar and considered separately.

Adopted Resolution No. 21-122 which confirms the continuance of a Local Emergency in the County of Trinity due to the novel coronavirus known as COVID-19.

Received comments from County Administrative Officer Richard Kuhns, County Counsel Margaret Long, and Jack Norlund.

Motion: Dan Frasier Second: Liam Gogan Carried

Ayes: Brown, Cox, Frasier, Gogan, Groves

2.6 Adopted Resolution No. 21-123 which confirms the continuance of a Local Emergency in the County of Trinity due to the River Complex Fire.

Motion: Keith Groves Second: Dan Frasier Carried

Ayes: Brown, Cox, Frasier, Gogan, Groves

2.7 Adopted Resolution No. 21-124 which confirms the continuance of a Local Emergency in the County of Trinity due to the 2020 wildfires.

Motion: Keith Groves Second: Dan Frasier Carried

Ayes: Brown, Cox, Frasier, Gogan, Groves

2.8 Adopted Resolution No. 21-125 which confirms the continuance of a Local Emergency in the County of Trinity due to the 2021 wildfires.

Motion: Keith Groves Second: Dan Frasier Carried

Ayes: Brown, Cox, Frasier, Gogan, Groves

2.9 Adopted Resolution No. 21-126 which confirms the continuance of a Local Health Emergency in the County of Trinity due to debris and air quality concerns created by the 2020 wildfires.

Motion: Keith Groves Second: Dan Frasier Carried

Ayes: Brown, Cox, Frasier, Gogan, Groves

2.10 Adopted Resolution No. 21-127 which confirms the continuance of a Local Health Emergency in the County of Trinity due to hazardous material concerns resulting from the 2021 fires.

Motion: Keith Groves Second: Dan Frasier Carried

Ayes: Brown, Cox, Frasier, Gogan, Groves

2.11 This item was pulled from the Consent Calendar and considered separately.

Adopted Resolution No. 21-128 which confirms the continuance of a Local Health Emergency in the County of Trinity due to the novel coronavirus known as COVID-19.

Received comments from County Administrative Officer Richard Kuhns, Director of Health and Human Services Liz Hamilton, and John Brower.

Motion: Liam Gogan Second: Keith Groves Carried

Ayes: Brown, Cox, Frasier, Gogan, Groves

2.12 Adopted Resolution No. 21-129 regarding the use of remote teleconference meetings pursuant to the Brown Act.

Motion: Keith Groves Second: Dan Frasier Carried

Aves: Brown, Cox, Frasier, Gogan, Groves

2.13 Adopted Resolution No. 21-130 which confirms the continuance of a Local Emergency in the County of Trinity due to flash flooding and debris flow following the October 19-21, 2021 rains.

Motion: Keith Groves Second: Dan Frasier Carried

Ayes: Brown, Cox, Frasier, Gogan, Groves

2.14 Adopted Resolution No. 21-131 which supports the 9th Annual Hayfork Light Parade.

Motion: Keith Groves Second: Dan Frasier Carried

Ayes: Brown, Cox, Frasier, Gogan, Groves

2.15 Approved the standard encroachment permit application with Caltrans for installation of various banners over and across Highway 299 at post mile 51.8 (between Hammer and Olson buildings) in Weaverville, CA for calendar years 2022/2023.

Motion: Keith Groves Second: Dan Frasier Carried

Ayes: Brown, Cox, Frasier, Gogan, Groves

General Services

2.16 Approved an agreement with Eureka Humboldt Fire Extinguisher Company Inc., to provide annual service of fire extinguishers and suppression systems, including maintenance, testing, recharge, and replacement for all County facilities and vehicles on an as needed basis.

Motion: Keith Groves Second: Carried

Health and Human Services

2.17 Approved amendment number three to the agreement with the California Department of Public Health (CDPH), Women, Infants and Children (WIC) Division, increasing the contract by \$5,000 and shifting funds in fiscal year 3 to accommodate anticipated expenses, to provide direct services of the Special Supplemental Nutrition Program for WIC to eligible residents.

Motion: Keith Groves Second: Dan Frasier Carried

Ayes: Brown, Cox, Frasier, Gogan, Groves

2.18 Approved an Intergovernmental Transfer Agreement regarding the transfer of Public Funds with the California Department of Health Care Services (DHCS), allowing Trinity County to participate in the Inter-Governmental Transfer (IGT) program.

Motion: Keith Groves Second: Dan Frasier Carried

Ayes: Brown, Cox, Frasier, Gogan, Groves

2.19 Approved amendment number one to the agreement with Sarah's Scottish Maids, extending the term of the agreement to June 30, 2022, increasing the maximum cost by \$33,150, and revising exhibit A, to provide professional cleaning services for Health and Human Services.

Motion: Keith Groves Second: Dan Frasier Carried

Ayes: Brown, Cox, Frasier, Gogan, Groves

2.20 Approved an agreement with Esplanade Office to provide the purchase, delivery/freight, and installation of cubicle and workstation equipment to augment and improve current Esplanade Office workstation design.

Motion: Keith Groves Second: Dan Frasier Carried

Ayes: Brown, Cox, Frasier, Gogan, Groves

2.21 Approved the Trinity County Health and Human Services - Public Health Branch Children's Medical Services Plan and Budget for fiscal year 2021/2022

Motion: Keith Groves Second: Dan Frasier Carried

Ayes: Brown, Cox, Frasier, Gogan, Groves

Human Resources

2.22 Pursuant to Trinity County Code Section 2.60.410(A) authorize hiring Candidate No. 00850 as an Environmental Compliance Specialist I at Range T239 Step C in the Planning Department effective November 16, 2021.

Motion: Keith Groves Second: Dan Frasier Carried

Ayes: Brown, Cox, Frasier, Gogan, Groves

Sheriff

2.23 Approved amendment number two to the agreement with Lexipol, increasing the maximum cost by \$494 and updating Exhibit A to provide Law Enforcement Policy Manual and updates and Custody Policy Manual and updates to the Sheriff's Office.

Motion: Keith Groves Second: Dan Frasier Carried

Ayes: Brown, Cox, Frasier, Gogan, Groves

Transportation

2.24 Adopted Resolution No. 21-132 which removes from Department of Transportation's Capital Asset Inventory listing Asset ID No. B0021, a 1958 Trinity Center Truck Repair Shop.

Motion: Keith Groves Second: Dan Frasier Carried

Ayes: Brown, Cox, Frasier, Gogan, Groves

2.25 Ratified the Director of Transportation's signature on Contract Change Order #7 and #8 to provide integral sinks, improve lighting, add casework, building addressing, new grate, AC revisions, sink upgrades, upgrade HVAC Motor, install outlets, electrical and cooling for Next Gen 911 System, improve the cooling for Command Electronics, and increase the cost by \$129,585.61; and approve the Notice of Completion, authorize release of retention payments, performance bond, and labor and materials bonds upon 30 days' time barring any claims against Sletten Construction Company, for construction the Trinity County Sheriff's Detention Facility.

Motion: Keith Groves Second: Dan Frasier Carried

Ayes: Brown, Cox, Frasier, Gogan, Groves

Trinity County Transportation Commission

2.26 Adopt the 2021 Drug and Alcohol Testing Policy (Policy 2021-03) for Trinity County Department of Transportation's Transit Division.

Motion: Keith Groves Second: Dan Frasier Carried

Ayes: Brown, Cox, Frasier, Gogan, Groves

2.27 Adopted Resolution No. 21-133 approving the 2022 Regional Transportation Improvement Program for the 2022 State Transportation Improvement Program, and authorize the TCTC Executive Secretary to sign all related documents.

Motion: Keith Groves Second: Dan Frasier Carried

Ayes: Brown, Cox, Frasier, Gogan, Groves

2.28 Awarded to Green DOT Transportation Solutions the contract for the preparation and completion of Trinity County's 2021 Regional Transportation Plan.

Motion: Keith Groves Second: Dan Frasier Carried

Ayes: Brown, Cox, Frasier, Gogan, Groves

10:00 AM Public Hearings

County Administrative Office

3.1 Conducted a public hearing and received a presentation from FLO Analytics Consultant Jerry Oelerich regarding the redistricting process and the introduction of draft map(s).

Received comments from Dero Forslund, Keith Greenwood, Kelly Sheen, Amanda Barrager, and Lisa Wright.

Reports/Announcements

- **4.1** I. Received a report from Director of Behavioral Health Services Connie Cessna-Smith.
 - II. Received a report from County Administrative Officer Richard Kuhns.
 - III. Received reports from Members of the Board of Supervisors.
 - A. Received reports from Cannabis Cultivation Program Ad Hoc.
 - B. Received reports from Limited Density Rural Dwelling Ad Hoc.

County Matters

Clerk of the Board

5.1 Set the Board of Supervisors meeting schedule for calendar year 2022.

Motion: Jill Cox Second: Jeremy Brown Carried

Ayes: Brown, Cox, Frasier, Gogan, Groves

Probation

5.2 Considered and approved the Juvenile Justice Realignment Block Grant Annual Plan.

Received comments from Chief Probation Officer Ruby Fierro.

Motion: Jeremy Brown Second: Carried

Closed Session

6.1 Government Code Section 54954.5(c) - Conference with Legal Counsel - Existing Litigation

No. of Cases: Two

Supply Creek LLC vs County of Trinity (Trinity County Superior Court Case No.

21CV124)

National Prescription Opiate Litigation, (U.S. District Court, Northern District of

Ohio, Case No. 1:17-md-02804-DAP)

Adjourn

TRINITY COUNTY BOARD OF SUPERVISORS

| Joromy Brown Chairman | . |
|------------------------|-----------------------------------|
| Jeremy Brown, Chairman | |
| Board of Supervisors, | |
| County of Trinity. | |
| State of California | Attest: |
| | Richard Kuhns, Psy.D |
| | Clerk of the Board of Supervisors |
| | |
| | Ву: |
| , | Deputy |

TRINITY COUNTY

Item Report 5.2

Meeting Date: 11/16/2021

Départment:

Contact:

Phone:

Probation/Collections

Ruby Fierro

530 623-1204 x132

5.2 Juvenile Justice Realignment Block Grant Annual Plan

Requested Action:

Consider and approve the Juvenile Justice Realignment Block Grant Annual Plan.

Fiscal Impact:

No impact to the general fund.

Summary:

This plan has been developed according to the requirements of SB823 and pursuant to Section 1995 of the California Welfare and Institutions Code and has been adopted by the Juvenile Justice Coordinating Council.

Discussion:

The State of California has closed the Division of Juvenile Justice and passed SB823 which transfers responsibility and realignment funding to the counties to provide services to youth in that target population. This document delineates our plan to meet the requirements of SB823.

Alternatives Including Financial Implications:

Deny approval and advise staff. .

Departmental Recommendation:

It is staff's recommendation that you approve the JJRBG annual plan.

ATTACHMENTS:

Description

JJRBG Annual Plan

Juvenile Justice Realignment Block Grant Annual Plan

Background and Instructions:

Welfare & Institutions Code Section(s) 1990-1995 establish the Juvenile Justice Realignment Block Grant program for the purpose of providing county-based care, custody, and supervision of youth who are realigned from the state Division of Juvenile Justice or who would otherwise be eligible for commitment to the Division of Juvenile Justice prior to its closure.

To be eligible for funding allocations associated with this grant program, counties shall create a subcommittee of the multiagency juvenile justice coordinating council to develop a plan describing the facilities, programs, placements, services, supervision and reentry strategies that are needed to provide appropriate rehabilitative services for realigned youth.

County plans are to be submitted and revised in accordance with WIC 1995, and may be posted, as submitted, to the Office of Youth and Community Restoration website.

Contents:

Part 1: Subcommittee Composition

Part 2: Target Population

Part 3: Programs and Services

Part 4: Juvenile Justice Realignment Block Grant Funds

Part 5: Facility Plan

Part 6: Retaining the Target Population in the Juvenile Justice System

Part 7: Regional Efforts

Part 8: Data

Part 1: Subcommittee Composition (WIC 1995 (b))

List the subcommittee members, agency affiliation where applicable, and contact information:

| Agency | Name and Title | Email | Phone Number |
|--|---|---------------------------------|----------------------|
| Chief Probation Officer (Chair) | Ruby Fierro Chief Probation Officer | rfierro@trinitycounty.org | 530-623-1204 x132 |
| District Attorney's Office Representative | David Brady District Attorney | dbrady@trinitycounty.org | 530-623-8348 |
| Public Defender's Office Representative | Larry Olsen Public Defender | lao4law@aol.com | 707-246-3827 |
| Department of Social Services Representative | Liz Hamilton HHS Director | Ihamilton@trinitycounty.org | 530-623-8275 |
| *Department of Behavioral Health | Debra Klien | dklien@trinitycounty- ca.gov | (530) 623-1362 |
| Office of Education Representative | Fabio Robles Deputy Superintendent | frobles@tcoek12.org | 530-623-2861 x226 |
| Court Representative | Mike Harper Judge | mharper@trinitycounty.org | 530-623-1208 |
| Community Member | Angel Morton | amorton@hrntrinity.org | 623-2024 x 1015 |
| **Community Member | Fabio Robles | frobles@tcoek12.org | 530-623-2816 |
| Community Member | Tricia Aberg | taberg@hrntrinity.org | 530-623-2024 |

^{*} Trinity County does not have a department of mental health; however, does have a Behavioral Health Department.

^{**} Trinity County Probation Department posted a request for community members to participate on the subcommittee pursuant to Section 1995 of the California Welfare and Institutions Code. This request was posted on the Probation Department website and published as public notices in the two main media publication for the County. There was only one response. Given a lack of available participants, a school district employee was voted in by the Juvenile Justice Coordinated Council to serve dual role on the subcommittee. Probation avoided a county employee serving a dual role in an effort to maintain the integrity of the intent of the legislation.

Part 2: Target Population (WIC 1995 (C) (1))

Briefly describe the County's realignment target population supported by the block grant:

The County's realignment target population is defined as youth who were eligible for commitment to the Division of Juvenile Justice prior to its closure, and shall further be defined as persons who are adjudicated to be a ward of the juvenile court based on an offense described in subdivision (b) of Section 707 of the Welfare and Institutions Code or an offense described in Section 290.008 of the Penal Code.

Demographics of identified target population, including anticipated numbers of youth served, disaggregated by factors including age, gender, race or ethnicity, and offense/offense history:

Trinity County has only committed one youth to the Department of Juvenile Justice in the past 11 years. The commitment occurred in 2018 and was a twenty-three (23) year old male sex offender. There is no record in the last twenty-two (22) years of a female juvenile ward from Trinity County ever being committed to the Department of Juvenile Justice. It is anticipated that Trinity County will continue to be a low-need user of long-term commitment services.

Trinity County is currently contracted with Butte, Shasta and Tehama Counties for use of their juvenile detention facilities for youth who require rehabilitative services and programs in a secure environment and while going through the juvenile court system. If a youth is adjudicated within the target population described by this plan, it may be necessary to contract with another county providing specialized long-term commitment services outside of the current contracts.

Describe any additional relevant information pertaining to identified target population, including programs, placements and/or facilities to which they have been referred.

Many lower level interventions provided by the Probation Department are available to youth prior to a long-term commitment of this nature becoming necessary. However, at times the serious nature of the adjudicated offense(s) and consideration for public safety will outweigh the opportunity for youth to engage in lower-level options.

Under SB 823 and SB 92, there is a presumption that youth should remain in the Juvenile Justice System.

The changes brought to the Juvenile Justice System as a result of SB 823 further address the need to have a plan in place to support youth who can be safely maintained in the Juvenile Justice System, and housed detained, under the jurisdiction of the Juvenile Court. It is the intent of the legislation for counties to reduce the number of youth transferred into the Adult Criminal Justice System and to ensure dispositions are to the least restrictive appropriate environment. Youth will be evaluated on a case by case basis and, while the presumption will remain that a youth remain in the Juvenile Justice System, consideration will be given to factors such as public safety, the degree of criminal sophistication, and the success of previous attempts to rehabilitate the youth when determining whether the youth should remain in the delinquency system or a motion to transfer the case to the adult system should be considered.

At this time, long-term commitment services are being developed by other counties. This will include secure facilities, camps, step-down or re-entry settings and evolving settings to provide the appropriate treatment and increase the success of the youth.

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Available programs will be described here in future plans as they become available.

Part 3: Programs and Services (WIC 1995 (c)(2))

Provide a description of the facilities, programs, placements, services and service providers, supervision, and other responses that will be provided to the target population:

As part of the 2020 Budget Act, the state realigned to counties the responsibility for the care and treatment of youth who otherwise would have been adjudicated by a judge to the Division of Juvenile Justice (DJJ).

Pursuant to Senate Bill 823, as of July 1, 2021, the state closed intake to DJJ for all youth except a small subset who might otherwise be transferred to adult criminal court. In recognition of the fact that not every county can develop a secure track treatment option to address the complex needs for each youth that is ordered by the court into a secure youth treatment facility, a collaborative consortium is being established to assist counties in filling gaps that cannot otherwise be addressed in the short-term.

The purpose of a statewide collaborative consortium is to ensure that there is a high-quality secure youth treatment program available for any youth in the state who, absent SB 823, would have been committed to DJJ.

Trinity County is contributing one percent (1%) of the SB 823 state allocation award for fiscal year 2021/2022 to fund the consortium to support the development of infrastructure within the state to ensure available appropriate resources for the target population. These funds will be used to support the work of the consortium and will initially be held in a restricted fund in Chief Probation Officers of California Foundation.

The specific functions of the consortium will be determined based on decisions by participating members, but are expected to include: the development of standardized language and rates for counties who contract with each other for secure youth treatment beds or services; assistance with finding appropriate housing or treatment options for youth ordered by the court into a secure youth treatment facility; and other supports, as funding allows, to ensure high-quality services and programs across the state.

Participating counties will determine the extent to which a longer-term collaborative consortium function is needed and the level of annual membership dues.

High quality services and programs may include secure facilities, camps, step-down or re-entry settings and other evolving settings to provide the appropriate treatment to increase the success of the youth. Trinity County will assess the needs of the youth and the available commitment services to determine what type of resource is available to best meet the needs of the youth.

Trinity County Resources:

Current Programs and Services

<u>Trinity County Probation Department (TCPD)</u> provides an array of juvenile services including, but not limited to, prevention, intervention and informal services, investigation, intake, assessment, diversion and diversion programming, case planning, supervision, advocacy, placement, and contracts for custody/residential correctional treatment. Probation also has an assigned intervention officer who assists the schools by providing supervision and support to sporting events, Sober Grad., school dances, and other functions.

<u>Trinity County Alcohol and Other Drug Services (AODS)</u> provides Moral Reconation Therapy (MRT), Trinity Choices youth substance abuse education, intervention programming, Club Live (elementary schools) and Friday Night Live (high schools) programs to the youth in Trinity County. AODS is also a partner to Probation in facilitating the Forward Thinking Series.

<u>Trinity County Behavioral Health (TCBHS)</u> funds and maintains the Systems of Care Team and Parent Partners program. They also provide mental health case management to probation youth in need of that level of care, and provides crisis response to youth.

Human Response Network (HRN), the primary community-based organization (CBO) and non-profit service provider in Trinity County, offers a variety of programs to youth and their families. Services include the following: Housing Assistance for youth and families that are homeless or at-risk of being homeless; In-Home Parenting Education Program, including programs that involve youth and their parents together; Transportation Assistance program to help families with fuel to go to their medical and social service appointments; Youth Leadership and Violence Prevention Programs; Domestic Violence and Sexual Assault Survivor advocacy and support; Welcome Baby Program for anyone caring for an infant, including youth parents; School Shoes for enrolled students; Child Care assistance for families with children 12 and under; and referrals to other services in the county.

Trinity County Office of Education (TCOE) provides Love and Logic parenting classes to parents of probation youth. TCOE's RISE Academy provides a one-of-a-kind, trauma sensitive, alternative school serving at-promise students who need a second chance to succeed. The Academy is committed to serving a population of students who have struggled in the traditional school setting and specializes in serving students affected by School Attendance Review Board (SARB), expulsion, probation, homeless, foster youth, and any student that needs extra support and love to be successful. Another program provided by TCOE is the Pathways to Success program. Pathways is a collaboration with Modoc County Office of Education, the California Heritage Youth Build Academy (CHYBA), and Trinity County Behavioral Health. The program provides Wellness Liaisons who will support students at each school site, interfacing with families of students confronting mental health challenges to advance the health and well-being of each student through targeted prevention, intervention and triage school-based mental health and wellness supports. TCOE also utilized Peer Court. Peer Court is an alternative approach to the traditional

juvenile justice system where youth charged with an offense have the option to waive the hearing and sentencing procedures of juvenile court and agree to a sentencing forum with a jury of the youth's peers. Peer court is under the supervision of a judge and also includes youth defendants and volunteers who play a variety of roles in the judicial process, such as district attorney, public defender, bailiff or juror. Peer Court is youth-focused and youth-driven. The Peer court model provides youth the opportunity to acquire practical experience in the juvenile justice system.

Trinity Together, Cradle to Career Partnership (TTCP) explores what students need in order to be ready for higher education or the local job market. This program utilizes business people and organizations throughout the county. In addition to the identified need of providing youth with needed technical job skills, certain soft skills (showing up on time, not using your phone at work, dressing appropriately, looking people in the eye, making introductions, being courteous, etc.) were also deemed to be just as important links to employment as are resumes, filling out job applications, and interviewing. The ultimate goal is to develop a program that can build pathways for students so that they might go from school to internships, to job experiences, and finally to employment in careers within Trinity County.

<u>Trinity County Sheriff's Office (TCSO)</u> maintains contact and communication with the Trinity County Probation Department. They partner with various county agencies when the opportunity and funding allows. The Sheriff's Office participates in juvenile justice stakeholder meetings. The Sheriff's Office also has an assigned juvenile officer who assists the schools providing supervision and support to sporting events, Sober Grad., school dances, and other functions.

<u>California Highway Patrol (CHP)</u> offers the Smart Start program and helps support the Sober Grad programs in the county. The California Highway Patrol has partnered with and is committed to being of service to the youth of Trinity County.

<u>Trinity County District Attorney's Office (TCDA)</u> maintains contact and communication with the Trinity County Probation Department. They participate in the stakeholder meetings and are active in helping address the various needs of the youth of Trinity County.

<u>Trinity County Health & Human Services (HHS)</u> oversees the county's Resource Family Approval (RFA) program and partners with the Trinity County Probation Department to assess, approve and to support the care-providers of youth when they are ready to transition into lower-level, family and/or community-based homes.

Under the CalWORKs (Temporary Aid to Needy Families – TANF) provisions, youth ages 16 – 18 who are in receipt of CalWORKs are permitted to participate in the Welfare-To-Work component of CalWORKs. Participation activities are either vocational education related or employment related. Examples of approved activities can include but, are not limited to; job readiness, on-the-job training (subsidized employment), work-experience, assessment(s), referrals for behavioral health / substance use treatment services, vocational education (certification programs) and any other activity that may resolve a barrier toward employment. As such, these youth are entitled to all the necessary and

available ancillary and supportive services that are also offered to adult participants. These items can include, but are not limited to; costs for transportation, vocational education / work supplies, payment/reimbursement for licenses or certifications, tools and clothing for work, etc.

HHS collaborates with the various county agencies described herein in stakeholders' groups concerning youth-based programming to better support the needs of youth and families.

CSEC: Trinity County Health and Human Services, Child Welfare Services (CWS), Trinity County Probation Department (Probation), and California Superior Court, County of Trinity-Juvenile Court (Court) participate in the Commercially Sexually Exploited Children (CSEC) Program and have developed the CSEC Interagency Protocol as described in Section 16524.7 of California Welfare and Institutions Code.

Trinity County Child Welfare Services and Trinity County Probation implemented policies and procedures, pursuant to Section 16501.35 of the California Welfare and Institutions Code, that require social workers and probation officers to identify, document and determine appropriate services for children who are, or are at risk of becoming, victims of commercial sexual exploitation; and receive relevant training in order to be able to do so.

Part 4: Juvenile Justice Realignment Block Grant Funds (WIC 1995 (3)(a))

Describe how the County plans to apply grant funds to address the mental health, sex offender treatment, or related behavioral or trauma-based needs of the target population:

| The Juvenile Justice Realign consortium as previously descentract counties to have the custody closer to their family in re-entry planning. The fur population youth needing for to address mental health, se the target population. The refinancially prepare the count | scribed. Funds made ability to keep Trief or other pro-social and will be allocated by term commitment of the commitment | ay also be used to sinity County target pall supports while red if there is a need not services, including and related behaccumulate until there | support more local copulation youth deceiving treatment of for support and cauge specialized treat avioral or trauma-base is a commitment | services in etained in r as an option re of a target ment services ased needs of need. This will |
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Describe how the County plans to apply grant funds to address support programs or services that promote healthy adolescent development for the target population: (WIC 1995 (3) (B))

The Juvenile Justice Realignment Block Grant funds are used to actively participate in the consortium as previously described. Funds may also be used to support more local services in contract counties to have the ability to keep Trinity County target population youth detained in custody closer to their family or other pro-social supports while receiving treatment or as an option in re-entry planning. The funds will be allocated if there is a need for support and care of a target population youth needing long term commitment services, including specialized treatment services and support programs and services that promote healthy adolescent development utilizing evidence based practices and best practices. The reserve funds will accumulate until there is a commitment need. This will financially prepare the county to be able to pay for the commitment of a target youth.

Describe how the County plans to apply grant funds to address family engagement in programs for the target population: (WIC 1995 (3) (C))

The Juvenile Justice Realignment Block Grant funds are used to actively participate in the consortium as previously described. Funds may also be used to support more local services to have the ability to keep Trinity County target population youth detained in custody closer to their family or other pro-social supports while receiving treatment or as an option in re-entry planning. The funds will be allocated if there is a need for support and care of a target population youth needing long term commitment services, including specialized treatment services. The probation department will utilize Child Family Team Meetings and local parenting supports to support family engagement. As the youth moves through treatment, it may become appropriate within the program they are participating in to have family visits and furloughs from custody as re-entry steps are taken. The reserve funds will accumulate until there is a commitment need. This will financially prepare the county to be able to pay for the commitment of a target youth.

Describe how the County plans to apply grant funds to address reentry, including planning and linkages to support employment, housing and continuing education for the target population: (WIC 1995 (3) (D))

The Juvenile Justice Realignment Block Grant funds are used to actively participate in the consortium as previously described. Funds may also be used to support more local services to have the ability to keep Trinity County target population youth detained in custody closer to their family or other pro-social supports while receiving treatment or as an option in re-entry planning. The funds will be allocated if there is a need for support and care of a target population youth needing long term commitment services, including specialized treatment services. The reserve funds will accumulate until there is a commitment need. This will financially prepare the county to be able to pay for the commitment of a target youth.

The probation officer assigned to the target population youth will directly coordinate all details of youth being released from commitments to address both custody and community needs upon release, coordinate services with all partnering agencies, oversee pre-release meetings, facilitate connections with outside entities for social support benefits that the youth may be eligible for (ie: MediCal, Social Security), identification needs, employment services and/or trainings or other continuing education needs. The probation officer will maintain communication with the youth to build rapport with youth and determine any special interest or skills to be further encouraged through community referrals.

Describe how the County plans to apply grant funds to address evidence-based, promising, traumainformed and culturally responsive services for the target population: (WIC 1995 (3) (E)) The Juvenile Justice Realignment Block Grant funds are used to actively participate in the consortium as previously described. Funds may also be used to support more local services to have the ability to keep Trinity County target population youth detained in custody closer to their family of other pro-social supports while receiving treatment or as an option in re-entry planning. The funds will be allocated if there is a need for support and care of a target population youth needing long term commitment services, including specialized treatment services. All programs considered for the target youth will be reviewed to ensure they are evidence based and/or promising practices based. The programs should be trauma informed as well as culturally responsive. The Board of State and Community Corrections (BSCC) is requiring these specific elements of all programs being developed to accept the target population. The reserve funds will accumulate until there is a commitment need. This will financially prepare the county to be able to pay for the commitment of a target youth.

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Describe whether and how the County plans to apply grant funds to include services or programs for

Part 5: Facility Plan

Describe in detail each of the facilities that the County plans to use to house or confine the target population at varying levels of offense severity and treatment need, and improvements to accommodate long-term commitments. Facility information shall also include information on how the facilities will ensure the safety and protection of youth having different ages, genders, special needs, and other relevant characteristics. (WIC 1995 (4))

Trinity County is currently contracted with Butte, Shasta and Tehama Counties for use of their juvenile detention facilities for youth who require rehabilitative services and programs in a secure environment and while going through the juvenile court system. If a youth is adjudicated within the target population described by this plan, it may be necessary to contract with another county providing specialized long-term commitment services outside of the current contracts.

Trinity County has joined the statewide collaborative consortium to ensure that there is a high-quality secure youth treatment program available for any youth in the state who, absent SB 823, would have been committed to DJJ.

High quality services and programs may include secure facilities, camps, step-down or re-entry settings and other evolving settings to provide the appropriate treatment to increase the success of the youth. Trinity County will assess the needs of the youth and the available commitment services to determine what type of resource is available to best meet the needs of the youth.

The Board of State and Community Corrections (BSCC) is requiring information on how the facilities will ensure the safety and protection of youth having different ages, genders, special needs, and other relevant characteristics. These specific elements of all programs being developed to accept the target population.

Tehama County has specifically invited Trinity County, along with additional counties that contract with them for detention, to utilize its facility and program it is developing in response to SB 823. Trinity County intends to utilize Tehama County Juvenile Detention Facility to house youth in order to have a consistent network for Trinity youth and to keep the target youth closer to family and pro-social supports. The following information is from Tehama County's plan describing the facility.

Facility

Trinity County intends to utilize Tehama County Juvenile Detention Facility to house youth. The detention facility is a secure residential institution with an operational capacity of 42 beds. The facility plant is divided into three pods with 14 individual single occupancy rooms with a dayroom for structured activities and classroom in each pod. One pod will be designated for this realignment population. The facility also includes an intake unit with 4 additional single room cells with negative air flow to be used for any communicable disease isolation, an additional room which is used for mental health counseling, and a family visitation area. The physical plant includes a full kitchen, an elevated control tower with window views into all 3 pods and intake, and a fenced in recreation area.

Facility Upgrade Considerations

Current facility upgrades include the construction of a 400 square foot building with restroom that will accommodate instructor with skills for landscaping, gardening, and wood working/welding.

We are still assessing options for providing additional space needed for increased programming needs etc. and are considering aesthetically redesigning one of the Juvenile Detention Facility pods to create a more appearing (non-institutional) environment.

Staffing

Youth will be housed in a safe environment in cooperation with Juvenile Detention Staff and partnering agencies.

- Juvenile Corrections Officer (JCO): Will always be on-site 24 hours a day for supervision of youth detained in the facility. There will always be an adequate number of personnel sufficient to carry out program activities, provide for safety and security of youth and staff, meet established standards and regulations, and ensure that no required services shall be denied due to insufficient numbers of staff on duty (absent exigent circumstances). The shift coverage for the units will be arranged to meet or exceed Title 15 Standards for juvenile detention facilities. JCO supervision encompasses all daily activities youth participate in including, unit programming, meals, physical education, school, room and unit clean-up, medical transports, vocational training, off-site visits, court appointments, visits, structured activities, and all other programs.
- Behavioral Health Staffing: Staff will be on-site everyday and on-call 24 hours a day in case of an emergency response as needed, or a mental health crisis takes place. Youth can request behavioral health services at anytime by either verbal or confidential written request.
- Medical Staffing: Staff will be on-site every Monday/Wednesday/Friday to conduct initial medical evaluation on all newly booked youth. In-custody youth can verbally inform staff of any medical needs and staff can initial protocols or refer the youth to medical staff for evaluation as well. Emergency and after-hours services are provided by St Elizabeth's Community Hospital. Youth also have access to dental and vision services located off-site as well.

Additional Safety Measures and Protections:

 Prison Rape Elimination Act – Youth will have access to the Prison Rape Elimination Act (PREA) hotline. The Juvenile Detention Facility has a policy in place to investigate all sexually based accusations or complaints as serious, truthful, and time sensitive. PREA Investigators include supervisory staff or the Deputy Chief Probation Officer. At any time during an investigation, outside law enforcement agencies may be called to conduct a criminal investigation. Victim's Advocates will be available should they need to be utilized in any case. All information is considered confidential.

- Transgender Youth Policies are in place to protect transgender and intersex youth. Upon initial entry to the Tehama County Juvenile Detention Facility youth who are identified as transgender participate with staff in determining housing, clothing, and supervision based on their gender identification.
- Special Education In cooperation with the Tehama County Department of Education
 youth will have access to continued education and services. Individual Education Plans
 (IEP) and Education Related Mental Health Services (ERMHS) are available for those
 youth who qualify. The school will also work in cooperation with behavioral health
 providers, medical staff, and Probation to individualize each youth's program to meet their
 specific needs.
- Suicide Prevention The Juvenile Detention Facility is committed to deterring and preventing self-harm and suicide within its facility. Policies are in place for supervision of youth identified as high-risk for this behavior. Each youth completes a Suicide Risk Assessment questionnaire upon entry into the facility. This risk assessment tool is utilized in determining the youth history, current state of mind, and potential for self-harm or suicidal ideation. Youth deemed to be an immediate risk are immediately assessed by Behavioral Health to determine program needs and supervisory objectives. Youth may be placed on Suicide Watch depending on their needs. Programs can be changed at any time during their stay with Behavioral Health's input and approval.
- Youth Grievances Youth will be able to file a grievance at any time. Each youth will have access to grievances during their program. A confidential grievance box is made available in each pod, or youth may give them directly to supervisory staff. Grievances are taken seriously, handled in a timely manner. All are reviewed by facility administration.

| jurisdiction and rehabilitative foundation of the juvenile justice system, in lieu of transfer to the adult |
|--|
| criminal justice system: (WIC 1995 (5)) |
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| Trinity County has had only one youth tried as an adult in the past eleven years, and has had only one juvenile offender placed in DJJ during that same time period. The closing of DJJ will have very little impact on the department's ability to maintain this practice. |
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| Part 7: Regional Effort Describe any regional agreements or arrangements supported by the County's block grant |
| allocation: (WIC 1995 (6)) |
| Trinity County has joined the statewide collaborative consortium to ensure that there is a high- |
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| quality secure youth treatment program available for any youth in the state who, absent SB 823, |
| quality secure youth treatment program available for any youth in the state who, absent SB 823, would have been committed to DJJ. |
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| would have been committed to DJJ. High quality services and programs may include secure facilities, camps, step-down or re-entry settings and other evolving settings to provide the appropriate treatment and increase the success of the youth. Funds may also be used to support more local services to have the ability to keep Trinity County target population youth detained in custody closer to their family or other pro-social |

Part 6: Retaining the Target Population in the Juvenile Justice System

| Part 8: Data Describe how data will be collected on youth serve | red by the block grant: (WIC 1995 (7)) |
|---|---|
| The Probation Department utilizes an electronic and retain all data as required by the block grant | |
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| Describe outcome measures that will be utilized to nterventions supported by block grant funds: (WI | |
| | nd Protective Factors calculated by the num, of every 6 months and the expectation is that is will increase as programs and interventions are |
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Exhibit O

State Controller's Office

Remittance Advice

Juvenile Justice Realignment Block Grant

Claim Schedule: 2100009A Issue Date: July 30, 2021 Fiscal Year: 2021-2022

Collection Period: July 01, 2021 - June 30, 2022

Description: Welfare and Institutions Code section 1991(c)

For assistance, please contact John Bodolay at 916-323-2154 or at jbodolay@sco.ca.gov.

| Соипту | Payment Amount | Year To Date |
|-------------------------------|----------------|----------------|
| Alameda County Treasurer | \$1,212,928.00 | \$1,212,928.00 |
| Alpine County Treasurer | \$250,000.00 | \$250,000.00 |
| Amador County Treasurer | \$250,000.00 | \$250,000.00 |
| Butte County Treasurer | \$300,969.00 | \$300,969.00 |
| Calaveras County Treasurer | \$250,000.00 | \$250,000.00 |
| Colusa County Treasurer | \$250,000.00 | \$250,000.00 |
| Contra Costa County Treasurer | \$1,464,880.00 | \$1,464,880.00 |
| Del Norte County Treasurer | \$250,000.00 | \$250,000.00 |
| El Dorado County Treasurer | \$250,000.00 | \$250,000.00 |
| Fresno County Treasurer | \$1,549,213.00 | \$1,549,213.00 |
| Glenn County Treasurer | \$250,000.00 | \$250,000.00 |
| Humboldt County Treasurer | \$250,000.00 | \$250,000.00 |
| Imperial County Treasurer | \$250,405.00 | \$250,405.00 |
| Inyo County Treasurer | \$250,000.00 | \$250,000.00 |
| Kern County Treasurer | \$1,409,167.00 | \$1,409,167.00 |
| Kings County Treasurer | \$416,802.00 | \$416,802.00 |
| Lake County Treasurer | \$250,000.00 | \$250,000.00 |
| Lassen County Treasurer | \$250,000.00 | \$250,000.00 |
| Los Angeles County Treasurer | \$8,301,596.00 | \$8,301,596.00 |
| Madera County Treasurer | \$250,000.00 | \$250,000.00 |
| Marin County Treasurer | \$250,000.00 | \$250,000.00 |
| Mariposa County Treasurer | \$250,000.00 | \$250,000.00 |
| Mendocino County Treasurer | \$250,000.00 | \$250,000.00 |
| Merced County Treasurer | \$574,469.00 | \$574,469.00 |
| Modoc County Treasurer | \$250,000.00 | \$250,000.00 |
| Mono County Treasurer | \$250,000.00 | \$250,000.00 |

| County | Payment Amount | Year To Date |
|--|-----------------|-----------------|
| Monterey County Treasurer | \$983,841.00 | \$983,841.00 |
| Napa County Treasurer | \$250,000.00 | \$250,000.00 |
| Nevada County Treasurer | \$250,000.00 | \$250,000.00 |
| Orange County Treasurer | \$2,237,981.00 | \$2,237,981.00 |
| Placer County Treasurer | \$250,000.00 | \$250,000.00 |
| Plumas County Treasurer | \$250,000.00 | \$250,000.00 |
| Riverside County Treasurer | \$2,252,251.00 | \$2,252,251.00 |
| Sacramento County Treasurer | \$1,888,679.00 | \$1,888,679.00 |
| San Benito County Treasurer | \$250,000.00 | \$250,000.00 |
| San Bernardino County Treasurer | \$3,553,868.00 | \$3,553,868.00 |
| San Diego County Treasurer | \$2,727,978.00 | \$2,727,978.00 |
| San Francisco County Treasurer | \$807,561.00 | \$807,561.00 |
| San Joaquin County Treasurer | \$1,175,863.00 | \$1,175,863.00 |
| San Luis Obispo County Treasurer | \$250,000.00 | \$250,000.00 |
| San Mateo County Treasurer Department of Probation | \$683,704.00 | \$683,704.00 |
| Santa Barbara County Treasurer | \$421,210.00 | \$421,210.00 |
| Santa Clara County Treasurer | \$1,365,740.00 | \$1,365,740.00 |
| Santa Cruz County Treasurer | \$250,000.00 | \$250,000.00 |
| Shasta County Treasurer | \$250,000.00 | \$250,000.00 |
| Sierra County Treasurer | \$250,000.00 | \$250,000.00 |
| Siskiyou County Treasurer | \$250,000.00 | \$250,000.00 |
| Solano County Treasurer Tax Collector | \$493,446.00 | \$493,446.00 |
| Sonoma County Treasurer | \$295,794.00 | \$295,794.00 |
| Stanislaus County Treasurer | \$564,129.00 | \$564,129.00 |
| Sutter County Treasurer | \$250,000.00 | \$250,000.00 |
| Tehama County Treasurer | \$250,000.00 | \$250,000.00 |
| Trinity County Treasurer | \$250,000.00 | \$250,000.00 |
| Tulare County Treasurer | \$1,824,038.00 | \$1,824,038.00 |
| Tuolumne County Treasurer | \$250,000.00 | \$250,000.00 |
| Ventura County Treasurer | \$660,362.00 | \$660,362.00 |
| Yolo County Treasurer | \$275,047.00 | \$275,047.00 |
| Yuba County Treasurer | \$250,000.00 | \$250,000.00 |
| Total | \$45,691,921.00 | \$45,691,921.00 |

Exhibit P

State Controller's Office

Remittance Advice

Juvenile Justice Realignment Block Grant

Claim Schedule: 2200005A Issue Date: August 01, 2022

Fiscal Year: 2022-2023

Collection Period: July 01, 2022 - June 30, 2023

Description: Welfare and Institutions Code section 1991(c)

For assistance, please contact John Bodolay at 916-323-2154 or at jbodolay@sco.ca.gov.

| County | Payment Amount | Year To Date |
|-------------------------------|-----------------|-----------------|
| Alameda County Treasurer | \$4,410,045.00 | \$4,410,045.00 |
| Alpine County Treasurer | \$250,000.00 | \$250,000.00 |
| Amador County Treasurer | \$250,000.00 | \$250,000.00 |
| Butte County Treasurer | \$814,605.00 | \$814,605.00 |
| Calaveras County Treasurer | \$250,000.00 | \$250,000.00 |
| Colusa County Treasurer | \$250,000.00 | \$250,000.00 |
| Contra Costa County Treasurer | \$3,192,841.00 | \$3,192,841.00 |
| Del Norte County Treasurer | \$250,000.00 | \$250,000.00 |
| El Dorado County Treasurer | \$518,313.00 | \$518,313.00 |
| Fresno County Treasurer | \$4,443,373.00 | \$4,443,373.00 |
| Glenn County Treasurer | \$250,000.00 | \$250,000.00 |
| Humboldt County Treasurer | \$349,317.00 | \$349,317.00 |
| Imperial County Treasurer | \$692,460.00 | \$692,460.00 |
| Inyo County Treasurer | \$250,000.00 | \$250,000.00 |
| Kern County Treasurer | \$4,751,597.00 | \$4,751,597.00 |
| Kings County Treasurer | \$1,266,502.00 | \$1,266,502.00 |
| Lake County Treasurer | \$404,418.00 | . \$404,418.00 |
| Lassen County Treasurer | \$250,000.00 | \$250,000.00 |
| Los Angeles County Treasurer | \$30,248,564.00 | \$30,248,564.00 |
| Madera County Treasurer | \$276,390.00 | \$276,390.00 |
| Marin County Treasurer | \$295,471.00 | \$295,471.00 |
| Mariposa County Treasurer | \$250,000.00 | \$250,000.00 |
| Mendocino County Treasurer | \$276,055.00 | \$276,055.00 |
| Merced County Treasurer | \$1,150,259.00 | \$1,150,259.00 |
| Modoc County Treasurer | \$250,000.00 | \$250,000.00 |
| Mono County Treasurer | \$250,000.00 | \$250,000.00 |

| County | Payment Amount | Year To Date |
|--|------------------|------------------|
| Monterey County Treasurer | \$3,083,161.00 | \$3,083,161.00 |
| Napa County Treasurer | \$286,783.00 | \$286,783.00 |
| Nevada County Treasurer | \$250,000.00 | \$250,000.00 |
| Orange County Treasurer | \$4,622,596.00 | \$4,622,596.00 |
| Placer County Treasurer | \$1,083,519.00 | \$1,083,519.00 |
| Plumas County Treasurer | \$250,000.00 | \$250,000.00 |
| Riverside County Treasurer | \$6,609,202.00 | \$6,609,202.00 |
| Sacramento County Treasurer | \$8,153,209.00 | \$8,153,209.00 |
| San Benito County Treasurer | \$314,904.00 | \$314,904.00 |
| San Bernardino County Treasurer | \$6,188,609.00 | \$6,188,609.00 |
| San Diego County Treasurer | \$6,821,924.00 | \$6,821,924.00 |
| San Francisco County Treasurer | \$1,682,848.00 | \$1,682,848.00 |
| San Joaquin County Treasurer | \$3,477,211.00 | \$3,477,211.00 |
| San Luis Obispo County Treasurer | \$913,511.00 | \$913,511.00 |
| San Mateo County Treasurer Department of Probation | \$1,326,448.00 | \$1,326,448.00 |
| Santa Barbara County Treasurer | \$810,436.00 | \$810,436.00 |
| Santa Clara County Treasurer | \$3,746,458.00 | \$3,746,458.00 |
| Santa Cruz County Treasurer | \$523,095.00 | \$523,095.00 |
| Shasta County Treasurer | \$734,537.00 | \$734,537.00 |
| Sierra County Treasurer | \$250,000.00 | \$250,000.00 |
| Siskiyou County Treasurer | \$250,000.00 | \$250,000.00 |
| Solano County Treasurer Tax Collector | \$1,356,253.00 | \$1,356,253.00 |
| Sonoma County Treasurer | \$1,018,030.00 | \$1,018,030.00 |
| Stanislaus County Treasurer | \$1,627,827.00 | \$1,627,827.00 |
| Sutter County Treasurer | \$453,078.00 | \$453,078.00 |
| Tehama County Treasurer | \$250,000.00 | \$250,000.00 |
| Trinity County Treasurer | \$250,000.00 | \$250,000.00 |
| Tulare County Treasurer | \$5,918,742.00 | \$5,918,742.00 |
| Tuolumne County Treasurer | \$334,674.00 | \$334,674.00 |
| Ventura County Treasurer | \$1,921,581.00 | \$1,921,581.00 |
| Yolo County Treasurer | \$751,129.00 | \$751,129.00 |
| Yuba County Treasurer | \$338,119.00 | \$338,119.00 |
| Total | \$121,438,094.00 | \$121,438,094.00 |

Exhibit Q

SB 823 County Consortium Kick-Off Meeting Monday, November 15, 2021 10am-11:30am See Calendar Invite for Zoom Link

AGENDA

| l. | Welcome |
|-------|---|
| II. | Review Agenda |
| III. | Update on Consortium-Related Activities to Date |
| IV. | Review Consortium Principles & Short-Term Objective |
| ٧. | Setting Up an Independent Not-for-Profit Organization |
| VI. | Explore Governing Options |
| VII. | Priorities for Year One |
| /III. | Next Steps |

Exhibit R

Consortium Meeting Wednesday, December 8, 2021 Upon Adjournment of CPOC Meeting

AGENDA

- I. Welcome & Review Agenda
- II. Finalizing a Name
- III. Review Draft Bylaws (Note: There will <u>not</u> be a vote on the Bylaws until the January meeting)
 - a. Key Decisions:
 - i. Board composition
 - 1. Chief Probation Officer responsible for juvenile probation
 - 2. Executive Directors or designees of CSAC, CPOC, and CACE
 - ii. Executive Committee composition
 - iii. Other areas of concern? (See attached draft of Bylaws)
- IV. Determination about Board Committees .
 - i. Urban/rural/suburban
 - ii. Role in Consortium (Treating County/Home County)
- V. Next Meeting (TBD in January 2022)
 - a. Approve Bylaws
 - b. Elect Officers
 - c. Appoint Committee Members & Committee Chairs

Exhibit S



Corporation - Statement of Information

Entity Name: COUNTY PROBATION CONSORTIUM

PARTNERING FOR YOUTH REALIGNMENT

Entity (File) Number:

C4828688

File Date:

03/28/2022

Entity Type:

Corporation

Jurisdiction:

CALIFORNIA

Document ID:

H368620

Detailed Filing Information

1. Entity Name:

COUNTY PROBATION CONSORTIUM

PARTNERING FOR YOUTH

2. Business Addresses:

REALIGNMENT

 Street Address of Principal Office in California:

1415 L Street, Suite 780

Sacramento, California 95814

United States of America

b. Mailing Address:

1415 L Street, Suite 780

Sacramento, California 95814

United States of America

3. Officers:

a. Chief Executive Officer:

Mark Bonini

675 New York Ranch Road Jackson, California 95642 United States of America

b. Secretary:

TR Merickel

2005 Ridge Road

Bakersfield, California 93305 United States of America

Jocument ID: H36862

California Secretary of State Electronic Filing

Officers (Cont'd):

c. Chief Financial Officer:

Richard Muench

PO Box 99

Red Bluff, California 96080 United States of America

4. Agent for Service of Process:

Karen Pank

1415 L Street, Suite 780

Sacramento, California 95814

United States of America

By signing this document, I certify that the information is true and correct and that I am authorized by California law to sign.

Electronic Signature: Michael S. Cohen

Exhibit T



COUNTY PROBATION CONSORTIUM PARTNERING FOR YOUTH REALIGNMENT 675 NEW YORK RANCH ROAD JACKSON, CA 95642 Date:

05/18/2022

Employer ID number:

88-0673741

Person to contact:

Name: Customer Service

ID number: 31954

Telephone: 877-829-5500

Accounting period ending:

June 30

Public charity status: 170(b)(1)(A)(vi)

Form 990 / 990-EZ / 990-N required:

Yes

Effective date of exemption:

December 30, 2021

Contribution deductibility:

Yes

Addendum applies:

No

DLN:

26053522008882

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,

Stephen A. Martin

Director, Exempt Organizations.

stephen a martin

Rulings and Agreements

Exhibit U

SCO ID: 0530-2022226OYCR

| | | GREEMENT | AGREEMENT NUMBER | PURCHASING AUTHORITY NUMBER | (If Applicable) |
|---|-------------------------|---|--|--|-----------------|
| STD 213 (Rev. 04/2020) | | | 2022-226-OYCR | EXEMPT | |
| 1. T | his Agreement | is entered into between the Contracting Ago | ency and the Contractor named below: | | |
| CON | ITRACTING AGEN | ICY NAME | | | |
| Cal | ifornia Health | and Human Services Agency, Office of Y | Youth and Community Restoration | | |
| | ITRACTOR NAME | | | | |
| Cou | ınty Probatio | n Consortium Partnering for Youth Reali | gnment | | |
| 2. T | he term of this / | Agreement is: | | | |
| | RT DATE | · — | — · · · · · · · · · · · · · · · · · · · | | |
| Oct | ober 1, 2022 | · | | | |
| | OUGH END DATE | | | | |
| | vember 30, 20 | | | <u> </u> | |
| | | mount of this Agreement is: | و و دو الواد و و و بایان و دو او | .d==================================== | |
| | | en hundred and fifty-nine thousand, nir | | | |
| 4. 11 | ne parties agree | e to comply with the terms and conditions o | t the following exhibits, which are by this | reference made a part of the Agree | :ment. |
| | Exhibits | | Title . | | Pages |
| | Exhibit A Scope of Work | | | 12 | |
| Exhibit B Budget Detail and Payment Provisions | | | 4 | | |
| Exhibit C * General Terms and Conditions | | | * | | |
| Exhibit D Confidentiality and Information Security Requirements | | | 13 | | |
| Exhibit E Resumes | | | 1 | | |
| | | asterisk (*), are hereby incorporated by referen n be viewed at <u>https://www.dgs.ca.gov/OLS/Re</u> | | ached hereto. | <u>-</u> |
| | | EOF, THIS AGREEMENT HAS BEEN EXECUTE | | | |
| | | | CONTRACTOR | | |
| CON | TRACTOR NAME | (if other than an individual, state whether a corpo | oration, partnership, etc.) | | |
| Coi | unty Probatio | n Consortium Partnering for Yout <mark>h</mark> Reali | ign ment | | • |
| CON | TRACTOR BUSIN | ESS ADDRESS | СПҮ | STA | TE ZIP |
| 1415 L Street, Suite 780 | | Sacrai | mento CA | 95814 | |
| PRIN | NTED NAME OF P | ERSON SIGNING | TITLE | | |
| Ma | rk J Bonini | | Presid | ent, Board of Directors | |
| | | | DATES | GNED | |
| | | | 10 | 0/24/2022 | |

SCO ID: 0530-2022226OYCR

| STANDARD AGREEMENT | AGREEMENT NUMBER 2022-226-OYCR | PURCHASING AUTHORITY EXEM | | Applicable) |
|---|--------------------------------|---------------------------|---------------------------------------|-------------|
| STD 213 (Rev. 04/2020) | TATE OF CALIFORNIA | | * ' | |
| CONTRACTING AGENCY NAME California Health and Human Services Agency | | | · · · · · · · · · · · · · · · · · · · | <u>-</u> |
| CONTRACTING AGENCY ADDRESS | СПУ | <u></u> | STATE | ZIP |
| 1215 O Street, 11th Floor | Sacrar | nento | CA | 95814 |
| PRINTED NAME OF PERSON SIGNING | TITLE | - | | |
| Sonia Herrera | Deput | y Secretary of Administra | tive Servic | es |
| CONTRACTING AGENCY AUTHORIZED SIGNATURE DocuSigned by: | DATE SI | | | |
| Sonia Herrera | | 10/25/2022 | | |
| CALIFICATIVE OF GENERAL SERVICES APPROVAL | EXEMPT | TON (If Applicable) | | |
| | Exem | ot per Assembly Bill 207. | | |
| | | | | |
| | | | | |
| | | | | |

EXHIBIT A - STATEMENT OF WORK

1. PURPOSE

This Statement of Work (SOW) reflects the services to be provided by the County Probation Consortium Partnering for Youth Realignment, hereinafter referred to as the "Consortium" or "Contractor," for the Office of Youth and Community Restoration, hereinafter referred to as "State" or "OYCR". The purpose of this Agreement is for the Contractor to provide juvenile realignment consulting services. A detailed description of the services can be found in this Exhibit A, Section 6. Scope of Services.

This SOW is governed by and incorporates by reference General Terms and Conditions (GTC 04/2017) and Contractor Certification Clause (CCC 04/2017) which can be found at the link below:

https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-resources-List-Folder/Standard-Contract-Language

This Agreement is executed under exemption from Public Contract Code (PCC) granted in Assembly Bill 207.

2. TERM

The term of this Agreement shall commence on October 1, 2022 (referred to herein as the "Effective Date") and continue through November 30, 2023.

If the Contractor has not completed performance of the services set forth in this Agreement within the term, the State reserves the option to extend the term of this Agreement, as necessary to receive complete performance by the Contractor for a period of up to twelve (12) months and at the originally agreed-upon costs specified in the Exhibit B Budget and Payment Details.

The Contractor shall not be authorized to deliver goods or commence performance of services described in this Agreement prior to the Effective Date. Any delivery of goods or performance of services by the Contractor that commences prior to the Effective Date shall be considered gratuitous on the part of the Contractor unless an Authorization to Proceed letter is issued by the OYCR to the Contractor.

3. WORK LOCATION

The Contractor may work remotely at a location approved by the OYCR Engagement Manager. The Contractor may be required to perform some of the services, under this Agreement, onsite at the California Health and Human Services Agency (CalHHS) offices located at 1215 O Street, Floor 11, Sacramento, CA 95814.

California Health and Human Services Agency
Office of Youth and Community Restoration
County Probation Consortium Partnering for Youth Realignment
Exhibit A – Statement of Work

4. MAXIMUM AGREEMENT AMOUNT

The maximum amount to be paid under this Agreement is \$759,963. Cost details are in Exhibit B, Budget and Payment Detail.

5. DEFINITIONS

The terms "all counties" or "each county" in this document refer to the counties that currently have youth committed to the Division of Juvenile Justice (DJJ) that may to be discharged prior to their closure and who seek assistance from the Consortium.

6. SCOPE OF SERVICES

Under the direction from the OYCR Engagement Manager(s), the Contractor shall perform the following duties:

| TASI | K GROUP 1 – Planning, Project Management and Meetings |
|------|--|
| 1.1 | The Contractor shall assign one individual as the lead person that will serve as the primary contact for all aspects of the Contract, including work done through subcontractors. |
| 1.2 | The Contractor shall participate in a kick-off meeting to go over goals, objectives, statement of work tasks, expectations, and other information. |
| 1.3 | The Contractor shall provide a Monthly Status Report that includes at a minimum: Tasks completed Tasks in progress Planned tasks Deliverables completed Risks and issues Updated contract spend-down |
| 1.4 | The Contractor shall meet with the OYCR Engagement Manager and team to discuss progress on tasks on a biweekly basis. |
| 1.5 | The Contractor shall prepare information and materials for meetings, presentations, briefings, and other types of events as requested by OYCR Engagement Manager. |
| 1.6 | For each deliverable, the Contractor shall prepare a Deliverable Expectation Document (DED) specifying the expectations of the deliverable. OYCR must approve the DED before the Contractor starts work on the deliverable. |
| 1.7 | The Contractor shall prepare a Workplan with dates of completion for each DED and deliverable. |
| TASI | GROUP 2 –Juvenile Justice Realignment Consulting |
| 2.1 | The Contractor shall develop a document outlining considerations for transferring the jurisdiction of youth returning from the Division of Juvenile Justice (DJJ) that identifies key considerations for courts and counties when planning to address the complex needs of the youth who will not be discharged prior to the closure of DJJ. |
| 2.2 | To the extent permitted by law, and as needed by specific counties, the Contractor will work with the DJJ and county probation departments to assist counties in determining |

| | the individual manufacture with the small back and the same and the sa |
|------|--|
| , | the individual needs of the youth who will be transitioning from DJJ prior to completing their DJJ commitment. |
| 2.3 | The Contractor shall develop a Statewide Inventory of existing secure youth treatment facilities, the population they serve, and special programs offered by each county. The Contractor shall also identify other appropriate county programs or commitment facilities, and state options (such as Department of State Hospitals, the California Conservation Corps, or Pine Grove Youth Conservation Camp). |
| 2.4 | Consistent with confidentiality and privacy laws and in consultation with OYCR, the Contractor shall create a Summary of Youth Information relating to the youth that were transferred from DJJ, including offense information, county of commitment, an indication if the youth may have special health or programming needs, and the final commitment determined by the juvenile court and/or discharge decision made by the juvenile parole board, whichever is applicable, and demographic data disaggregated by key variables where possible. |
| 2.5 | The Contractor shall conduct a Cohort Analysis that identifies any categories or cohorts of youth who may need other local, regional or state responses and work with the counties to facilitate identifying barriers that may exist in making that a viable option for court consideration. |
| 2.6 | The Contractor shall conduct a Gap Analysis to inventory current capacity, identify gaps in capacity, and articulate the possible strategies to address those gaps. |
| 2.7 | The Contractor and OYCR shall develop a process for identifying and assigning the provision of technical assistance, as needed, to counties as they individually and collectively develop capacity and prepare to receive the youth returning from DJJ. The Contractor shall include a record of technical assistance it has delivered in the Monthly Status Reports. |
| TASK | GROUP 3 – Knowledge Transfer |
| 3.1 | The Contractor shall provide knowledge transfer of any past or current work products specified by this contract including, but not limited to, data, documents, files, illustrations, presentations, and recordings to the OYCR team. |
| 3.2 | The Contractor shall prepare a Knowledge Transfer and Lessons Learned Document for future reference. |
| TASK | GROUP 4 – No Cost Changes |
| 4.1 | For no-cost changes in the work requirements specified herein, the Contractor shall prepare a change order in accordance with the sample change order provided by the OYCR Engagement Manager. The change order shall provide a description of the change in work requirements. Both parties shall approve the change order prior to its execution. |
| TASK | GROUP 5 – Unanticipated Tasks |
| 5.1 | A portion of the total Agreement amount is reserved for Unanticipated Tasks that are closely related to the scope of work in this Agreement. These funds are optional and may be used at the OYCR's sole discretion. The OYCR and the Contractor will utilize a Work Order Authorization to plan and estimate the work for Unanticipated Tasks. Both parties will sign the Work Order Authorization before the Unanticipated Task work can commence. |

7. CONTRACT DELIVERABLES

The deliverables shown below must be submitted by the Contractor by the requested due date unless the State agrees in writing to a change in the due date:

| ITĚM | Deliverable Name | SOW | Due Date |
|------|--|------|-----------------------------------|
| # | | Task | |
| 1 | Monthly Status Report | 1.3 | By 5th business day of each month |
| 2 | Workplan | 1.7 | [Two weeks after effective date] |
| 3 | Key Consideration for Transferring Jurisdiction | 2.1 | Per workplan |
| 4 | Statewide Inventory | 2.3 | Per workplan |
| 5 | Summary of Youth Information | 2.4 | Per workplan |
| 6 | Cohort Analysis | 2.5 | Per workplan |
| 7 | Gap Analysis | 2.6 | Per workplan |
| 8 | Knowledge Transfer and Lessons Learned Report | 3.2 | Per workplan |

8. ACCEPTANCE

All Contractor completed tasks and deliverables will be reviewed and approved by OYCR. It shall be OYCR sole determination as to whether a task or deliverable has been successfully completed and is acceptable.

If a task or deliverable is not accepted, the OYCR shall provide the rationale in writing within ten (10) business days of receipt of the task or deliverable.

9. DELIVERABLE FORMAT

All deliverables shall be provided in a format compatible with OYCR standard applications currently Microsoft Office. In all cases, the Contractor shall verify application compatibility with the State contract manager prior to creation or delivery of any electronic documentation. Any deviations to these standards shall be approved by the CalHHS Information Technology Office (ITO) and Information Security Office (ISO).

Hardcopy deliverables shall be on standard 8 ½" x 11" paper. Electronic versions shall be stored in a State designated central repository and remain the sole property of the State. The delivery media shall be compatible with the State storage devices.

If the State does not accept the deliverable(s) or services in the executed Agreement, payment for the deliverable(s)/services shall be withheld by the State and the Contractor will be notified. The Contractor shall take timely and appropriate measures to correct or remediate the reason(s) for non-acceptance and demonstrate to the State that the Contractor has successfully completed the scheduled work for each deliverable/service before payment is made.

10. CONTRACTOR STAFF SUBSTITUTION OR ADDITION

The Contractor staff shall perform the tasks described in this Exhibit A, Scope of Work, at the rates indicated in Exhibit B, Budget and Payment Detail. Under State oversight, the Contractor shall ensure the staff is properly allocated to effectively meet the needs of the State for the required tasks of this Agreement.

The Contractor shall not add, delete, and/or substitute staff without the prior written consent of the State, which consent shall not be unreasonably withheld. The Contractor shall make every reasonable effort to provide suitable substitute staff. The additional and/or substitute staff shall meet all requirements and shall be approved in writing by the State prior to substitute staff beginning work.

If adding or substituting staff is acceptable to the State, the Contractor shall submit the following forms, which shall be supplied by the State:

- a) Add, Delete or Substitute Staff Request Form (to be provided by the State)
- b) Staff Résumé

The State reserves the right to interview any additional or substitute staff.

11. POINTS OF CONTACT

The table below shows the primary points of contact for each party. These contacts may be modified upon mutual consent by both parties. A contract amendment is not needed for changes to the Points of Contact.

| Consortium Enga | Consortium Engagement Manager: | | |
|-----------------|--|--|--|
| Name, Title: | C. Elizabeth Siggins, Project Coordinator | | |
| Address: | 1415 L Street, Suite 780, Sacramento, CA 95814 | | |
| Phone Number: | 916- | | |
| E-mail address: | @caconsortium.org | | |

| OYCR Engageme | nt Manager: |
|-----------------|---|
| Name, Title: | Alani Jackson |
| Address: | 1215 O Street, Floor 11, Sacramento, CA 95814 |
| Phone Number: | 916- |
| E-mail address: | @chhs.ca.gov |

12. CONTRACTOR RESPONSIBILITIES

a) The Contractor shall review the Agreement and associated Agreement documents with the State Contract Manager to ensure understanding of the responsibilities of both parties.

- b) Prior to expiration of the Agreement, the Contractor shall return all State property, including security badges to the State Contract Manager.
- c) As part of this Agreement, the Contractor (data custodian) shall be responsible for all costs incurred by the State (data owner) due to any and every security incident resulting from the Contractor's failure to perform or negligent acts of its staff, and resulting in an unauthorized disclosure, release, access, review. or destruction; or loss, theft or misuse of an information asset. The Contractor shall notify the CalHHS immediately by telephone call plus email or fax upon the discovery of breach of security of Personal Secure and Confidential Information (PSCI in computerized form if the PSCI was, or is reasonably believed to have been acquired by an unauthorized person, or within two hours by email of the discovery of any suspected security incident, intrusion or unauthorized use or disclosure of PSCI in violation of this Agreement, this provision, the law, or potential loss of confidential data affecting this Agreement. If the State determines that notice to the individual(s) whose data has been lost or breached is appropriate, the Contractor will bear any and all costs associated with the notice or any mitigation selected by the State. These costs include, but are not limited to, consultant time, material costs, postage, media announcements, and other identifiable costs associated with the breach or loss of data.
- d) The Contractor shall comply with all applicable CalHHS and State policies and procedures including, but not limited to CalHHS workplace policies.

13. STATE RESPONSIBILITIES

- a) The OYCR Contract/Engagement Manager shall receive all communications and has the authority to act on all aspects of the services. The OYCR Contract/Engagement Manager will review the Agreement and associated Agreement documents with the Contractor to ensure understanding of the responsibilities of both parties.
- b) The OYCR will provide timely review and approval of the information and documentation provided for the Contractor to perform its obligations under this Agreement.
- c) The OYCR will appoint a Contract/Engagement Manager, who will provide approval of the contractor deliverables and coordinate payment of invoices upon such approval.
- d) The OYCR will provide the Contractor with an initial understanding of the assignment and deliverable expectations.
- e) The OYCR will provide sufficient access to appropriate levels of staff, other users, and department management as appropriate to facilitate the performance of consulting tasks and creation of deliverables.

14. PROBLEM ESCALATION

The parties acknowledge and agree that certain problems or issues may arise, and that such matters shall be brought to the State's attention. Problems or issues shall normally be reported in regular status reports or in-person meetings. However, there may be instances where the severity of the problem justifies escalated reporting. To this extent, the State contract manager shall determine the level of severity, and notify the appropriate State staff, as set forth below. The State staff notified, and the time taken to report the problem or issue shall be at a level commensurate with the severity of the problem or issue. The State personnel include, but are not limited to, the following:

- 1) First level, the OYCR Contract/Engagement Manager
- 2) Second level, OYCR Director, Katherine Lucero.

15. SUBCONTRACTORS

- a) The Contractor may, with the approval of the OYCR, enter subcontracts with third parties for the performance of any part of the Contractor's duties and obligations. Any such OYCR approval may be rescinded for reasonable cause. The Contractor is responsible and liable for the proper performance and quality of any work performed by any, and all, subcontractors. The OYCR reserves the right to reject or refuse admission to any subcontractor staff whose performance, in the reasonable judgment of the OYCR, is deemed to be substandard. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to the OYCR for any breach in performance of the Contractor's duties.
- b) The Contractor warrants and agrees that any subcontract resulting from its performance under the terms and conditions of the Agreement shall include a provision that the subcontractor shall abide by the terms and conditions of the Agreement, as well as all other applicable federal and State laws, rules, and regulations pertinent hereto that have been or may hereafter be established. Also, the Contractor warrants and agrees that all subcontracts shall include a provision that the subcontractor shall indemnify and hold harmless the OYCR, in connection with the performance of the subcontractor, to the same extent that the Contractor is required to indemnify and hold harmless the OYCR. Any Agreement between the Contractor and its subcontractors shall require the subcontractors to adhere to the same performance standards and other standards required of the Contractor.
- c) When a subcontractor ultimately performs all the services that the Contractor has agreed to provide and the prime Contractor only handles the invoicing of expenditures, then the prime Contractor's role becomes that of a fiscal agent because it is merely administrative in nature and does not provide a commercially useful function. It is unacceptable to use fiscal agents in this manner because the agency is paying unnecessary administrative costs. Contractors may not subcontract 100 percent of the tasks of this SOW.

d) Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

16. TERMINATION WITHOUT CAUSE

This Agreement may be terminated without cause by either party after a 30-day written notice to the other party. Such notification shall state the effective date of termination or cancellation and include any final performance and/or payment/invoicing instructions or requirements.

The Contractor shall be entitled to payment of all allowable costs authorized under this Agreement and incurred up to the date of termination or cancellation, including authorized non-cancelable obligations, provided such expenses do not exceed the stated maximum amounts payable.

17. EXECUTIVE ORDER N-6-22 - RUSSIA SANCTIONS

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

18. EXCISE TAX

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

19. SETTLEMENT OF DISPUTES

In the event of a dispute, the language contained within this Agreement shall prevail over any other language including that of the Proposal.

20. EVALUATION OF CONTRACTOR

Performance of the Contractor under this Agreement will be evaluated. The Evaluation shall be prepared on Contract/Contractor Evaluation Sheet (STD 4) and maintained in the Agreement file. For consultant agreements, a copy of the Evaluation will be sent to the Department of General Services, Office of Legal Services, if it is negative and over \$5,000.

21. AGENCY LIABILITY

The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

22. CONSULTANT - STAFF EXPENSES

The Contractor represents that it has or shall secure at its own expense, all staff and consultants required to perform the services described in this Agreement. Such personnel shall not be employees of or have any contractual relationship with any governmental entity.

23. FORCE MAJEURE

Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitute default, if such delay or failure is caused by "Force Majeure." As used in this section, "Force Majeure" is defined as follows: Acts of war and acts of God such as earthquakes, floods, and other natural disasters such that performance is impossible.

24. INSURANCE REQUIREMENTS

When Contractor submits a signed Agreement to the State, Contractor shall furnish to the State a certificate of insurance, stating that there is liability insurance presently in effect for the Contractor of not less than \$1,000,000 per occurrence for bodily injury and

California Health and Human Services Agency
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County Probation Consortium Partnering for Youth Realignment
Exhibit A – Statement of Work

property damage liability combined. The Contractor agrees that all insurance provided shall be always in effect during the term of the Agreement. In the event said insurance coverage expires at any time during the term of the Agreement, the Contractor shall provide, at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement, or for a period of not less than one (1) year. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, the CalHHS may, in addition to any other remedies it may have, terminate the Agreement upon the occurrence of such event. The Department will not provide for nor compensate Contractor for any insurance premiums or costs for any type or amount of insurance.

The insurer shall not cancel the insured's coverage without 30 days prior written notice to the State. Coverage needs to be in force for the complete term of the agreement. If insurance expires during the term of the Agreement, a new certificate must be received by the OYCR ten (10) days prior to the expiration of insurance. This new insurance must still meet the terms of the original agreement. If the Contractor fails to keep insurance coverage in effect at all times required in this Agreement, the OYCR may, in addition to any other remedies it may have, terminate this Agreement. The OYCR shall not be responsible for any premiums, deductibles, or assessments on the insurance policy.

The State of California shall be included as an additional insured. The policy must include the OYCR, the State of California, its officers, agents, and employees as additional insured but only with respect to work performed for the State of California under this Agreement.

Policy Cancellation, Termination and Notice of Non-Renewal: The Contractor shall provide to the State within five (5) business days following receipt by the contractor a copy of any cancellation or non-renewal of insurance required by this agreement. In the event the Contractor fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event, subject to the provisions of this Agreement.

Endorsements: Any required endorsement must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance. Inadequate or lack of insurance does not negate the contractor's obligations under the Agreement.

If awarded the Agreement, the Contractor shall furnish to the State, prior to commencing the performance of work, a Certificate of Insurance for the requirements as listed below.

Certificate Holder on the Certificate of Insurance must include the OYCR address as: California Office of Youth and Community Restoration, 1215 O Street, Floor 11, Sacramento, CA 95814, and the Agreement Number 2022-226-OYCR. The Contractor must e-mail the required certificate(s) of insurance to: Miguel.jauregui@chhs.ca.gov

Commercial General Liability

On an occurrence form with limits not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined with a \$2,000,000 annual policy aggregate or proof of adequate self-insurance if the Contractor is a self-insured government and/or a public entity. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured agreement. The commercial general liability insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability.

In the case of the Contractor's utilization of subcontractors to complete the contracted scope of work, the contractors shall include all subcontractors as insured under the Contractor's insurance or supply evidence of insurance to the State equal to policies, coverage and limits required of the Contractor.

Automobile Liability

The Contractor shall maintain motor vehicle liability with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired, and non-owned motor vehicles. If Contractor does not own any commercial automobiles, then 1) its insurance shall cover liability arising out of a motor vehicle including hired and non-owned motor vehicles, and 2) the Contractor shall provide a signed statement on business letterhead stating, "[Contractor's name] does not own any automobiles. Should [Contractor's name] purchase an automobile(s) during the term of Agreement [Agreement number] with the California Health and Human Services Agency, it shall obtain owned auto coverage consistent with the requirements of the Agreement and shall provide evidence of coverage to the State Contract Manager prior to using the automobile(s) in the performance of the Agreement." The policy must name the OYCR, the State of California, its officers, agents, and employees as additional insured, but only with respect with work performed under this Agreement.

Professional Liability

The Contractor shall maintain professional liability/errors and omissions insurance with limits no less than \$1,000,000 for each claim and \$3,000,000 aggregate covering damages caused by negligent errors, acts, or omission. The policy retroactive date must be displayed on the certificate and must be before the date this Agreement is executed or before the commencement of work.

Workers Compensation

Provisions of section 3700 of the California Labor Code requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with such provisions before commencing performance of work under the Agreement.

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Exhibit A – Statement of Work The Contractor shall maintain statutory workers' compensation and employer's liability

Agreement. Employer's liability limits of \$1,000,000 are required.

If your business does not employ any other individual(s), a signed statement on business letterhead stating, "I certify under penalty of perjury under the laws of the State of California that I do not employ any person in any manner as to become subject to the Workers' Compensation laws of California. I further certify that the OYCR will be notified within thirty (30) days of any changes which results in the business becoming subject to the Workers' Compensation laws of the State of California." This letter must be on file for this Agreement.

coverage for all its employees who will be engaged in the performance of the

25. LICENSES AND PERMITS

The Contractor shall be an individual or firm licensed to do business in California and shall obtain at his/her expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this Agreement.

If you are a Contractor located within the State of California, a business license from the city/county in which you are headquartered is necessary, however, if you are a corporation, a copy of your incorporation documents/letter from the Secretary of State's Office can be submitted. If you are a Contractor outside the State of California, you will need to submit to the OYCR a copy of your business license or incorporation papers for your respective State showing that your company is in good standing in that state.

In the event, any license(s) and/or permit(s) expire at any time during the term of this contract, Contractor agrees to provide agency a copy of the renewed license(s) and/or permit(s) within 30 days following the expiration date. In the event the Contractor fails to keep in effect at all times all required license(s) and permit(s), the State may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.

EXHIBIT B - BUDGET AND PAYMENT DETAIL

1. MAXIMUM AGREEMENT AMOUNT BY STATE FISCAL YEAR

The maximum amount payable to the Contractor under this Agreement shall not exceed \$759,963. Table B-1 below shows the Maximum Agreement Amount by State Fiscal Year (SFY). The SFY breakdown is estimated. These amounts may be shifted between SFYs by the OYCR Engagement Manager without the need for a contract amendment.

Table B-1, Maximum Agreement Costs by State Fiscal Year

| State Fiscal Year | AMOUNT |
|--------------------------|---------|
| 2022-23 | 500,000 |
| 2023-24 | 259,963 |
| MAXIMUM AGREEMENT AMOUNT | 759,963 |

2. CONTRACTOR COSTS AND RATES

Table B-2 below shows the Maximum Agreement Amount by Cost Category. Under the direction of the OYCR Engagement Manager, these estimated amounts may be shifted between line-items to complete the services of this Agreement.

Table B-2. Maximum Agreement Costs by Category

| Line-Item | Cost Category | ESTIMATED | |
|-----------|--------------------------|--------------|--|
| | | AMOUNT | |
| 1 | Staffing Costs | \$602,080 | |
| 2 | Indirect Costs | \$157,883 | |
| | MAXIMUM AGREEMENT AMOUNT | \$759,963.00 | |

Table B-3 below shows the Maximum Agreement Costs by Task Groups and associated costs. Under the direction of the OYCR Engagement Manager, these estimated hours and amounts may be shifted between line-items to complete the services of this Agreement.

Table B-3. Maximum Agreement Costs by Task Groups

| Line- | Task Groups | Contractor Staff | Estimated Hours | Extended |
|-------|---------------|---------------------------|----------------------|----------|
| Item | , | | x Bill Rate | Cost |
| 1 | 1 – Planning, | Project Coordinator | 288 hours * 150/hr. | \$43,200 |
| | Project | Assistant Project Manager | 600 hours * \$80/hr. | \$48,000 |
| | | Contract Manager | 240 hours * \$60/hr. | \$14,400 |

| | Management | Probation Specialist | 120 hours * | \$15,600 |
|----------|---------------|------------------------------|----------------------|----------|
| | and Meetings | | \$130/hr. | |
| | | DJJ Liaison | 100 hours * | \$15,000 |
| | | | \$150/hr. | |
| | | Behavioral Health Specialist | 90 hours * \$200/hr. | \$18,000 |
| | | Program Specialist | 20 hours * | \$3,000 |
| | | | \$150/hour | |
| 2 | 2 –Juvenile | Project Coordinator | 360 hours* \$150/hr. | \$54,000 |
| | Justice | Assistant Project Manager | 144 hours * \$80/hr. | \$11,520 |
| | Realignment | Contract Manager | 96 hours * \$60/hr. | \$5,760 |
| <u> </u> | Consulting | Probation Specialist | 528 hours * | \$68,640 |
| | | | \$130/hr. | |
| | | DJJ Liaison | 408 hours * | \$61,200 |
| · | | | \$150/hr. | |
| | | Behavioral Health Specialist | 135 hours * | \$27,000 |
| | | | \$200/hr. | |
| | | Program Specialist | 120 hours * | \$18,000 |
| | | | \$150/hr. | |
| , | | Probation Liaison | 120 hours *200/hr. | \$24,000 |
| | | Technical Assistance | 360 hours * | \$72,000 |
| | | Provider(s) | \$200/hr. | |
| 3 | 3 – Knowledge | Project Coordinator | 72 hours * \$150/hr. | \$10,800 |
| | Transfer | Assistant Project Manager | 18 hours * \$80/hr. | \$1,440 |
| | | Contract Manager | 12 hours * \$60/hr. | \$720 |
| | | Probation Specialist | 60 hours * \$120/hr. | \$7,800 |
| | | DJJ Liaison | 60 hours * \$150/hr. | \$9,000 |
| | | Behavioral Health Specialist | 20 hours * \$200/hr. | \$4,000 |
| | | Program Specialist | 12 hours * \$150/hr. | \$1,800 |
| | | Technical Assistance | 36 hours * \$200/hr. | \$7,200 |
| | | Provider(s) | | |

| 4 | 4 – No Cost | NA | NA | 0 |
|------------|--------------------------|--------------|----|-----------|
| | Changes | | | |
| 5 | Unanticipated | | | \$60,000 |
| | Costs | | | |
| | ALL OTHER INDIRECT COSTS | | | \$157,883 |
| ·. · · · · | MA | \$759,963 | | |

3. INVOICE AND PAYMENT

- a) For services satisfactorily rendered (i.e., tasks and deliverables) and completed in accordance with the requirements set forth in this Agreement, and accepted by the OYCR, and upon receipt and approval of the invoices, the OYCR, agrees to compensate the Contractor in accordance with the terms of this Agreement.
- b) Payment shall be made in accordance with the State of California's Prompt Payment Act (Government Code § 927 et seq.).
- c) For Unanticipated Tasks, Contractor shall be paid for services and/or deliverables provided pursuant to an approved Work Order Authorization (WOA) on a fixed price basis. OYCR will provide the WOA template to the Contractor and guidance for completion of the WOA document.
- d) Invoices must be submitted via email to: @chhs.ca.gov and @chhs.ca.gov
- e) Invoices shall be submitted monthly, in arrears, not later than thirty (30) days after OYCR acceptance of the services (e.g., tasks and deliverables).
- f) The email must contain the following in the subject line:
 - Company name.
 - Agreement number 2022-226-OYCR.
 - Company invoice number.
- g) Invoice must be in PDF format and contain the following information:
 - Contractor's letterhead.
 - 2) Signature from authorized company official.
 - 3) Agreement Number 2022-226-OYCR.
 - 4) Purchase Order Number (to be determined).
 - 5) Time Period of Performance.
 - 6) Invoice Amount.
 - Description of Services including consultant hours and rates.
 - 8) Other supporting documentation as required in this Agreement.

4. CONTRACTOR OVERPAYMENTS

If the State determines that an overpayment has been made to the Contractor, the State will seek recovery immediately upon discovery of the overpayment by contacting the Contractor to request a refund or credit of the overpayment amount. If the Contractor refund or credit is not received within thirty (30) days from the date of the State's notice, the State shall offset subsequent Contractor payments by the amount of the overpayment. If Contractor discovers it has received an overpayment Contractor shall notify the State and refund the overpayment immediately.

5. REVIEWS

In consideration of the performance of the foregoing in a satisfactory manner, the State agrees to pay the Contractor an amount equal to the latter's cost of performance hereunder, computed in accordance with the State Administrative Manual, Sections 8752 and 8752.1.

6. BUDGET CONTINGENCY CLAUSE

It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the services and deliverables covered by this Agreement, this Agreement shall be of no further force and effect. In this event, the State shall have no further liability to pay any funds whatsoever to the Contractor or to furnish any other considerations under this Agreement and the Contractor shall not be further obligated to perform any provisions of this Agreement.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no further liability occurring to the State or offer an Agreement amendment to the Contractor to reflect the reduced amount.

California Health and Human Services Agency
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County Probation Consortium Partnering for Youth Realignment
Exhibit C – DGS General Terms and Conditions

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EXHIBIT C DGS GENERAL TERMS AND CONDITIONS

The general terms and conditions (GTC 04/2017) will be included in the contract by reference to the internet site:

https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language

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Exhibit D - Confidentiality and Information Security Requirements

This Confidentiality and Information Privacy and Security Requirements Exhibit (For Non-HIPAA/HITECH Act Contracts) (hereinafter referred to as "this Exhibit") sets forth the information privacy and security requirements Contractor is obligated to follow with respect to all confidential, sensitive, and personal, information (as defined herein) disclosed to Contractor, or, collected, created, maintained, stored, transmitted or used by Contractor for or on behalf of the California Health and Human Services Agency (hereinafter "CalHHS"), pursuant to Contractor's agreement with CalHHS. Confidential, Sensitive, and Personal information is referred to here as "CALHHS CSP". CalHHS and Contractor desire to protect the privacy and provide for the security of CalHHS CSP pursuant to this Exhibit and in compliance with state and federal laws applicable to the CalHHS CSP.

This Exhibit includes any special directions or project specific requirements that are not otherwise stated explicitly in the Agreement. Confidentiality and Information Privacy and Security Requirements provisions address the Contractor requirements based upon access and usage of the CalHHS information assets and equipment.

Order of Precedence. With respect to information privacy and security requirements for all CalHHS CSP, the terms and conditions of this Exhibit shall take precedence over any conflicting terms or conditions set forth in any other part of the agreement between Contractor and CalHHS, including Exhibit A (Scope of Work), all other exhibits and any other attachments, and shall prevail over any such conflicting terms or conditions.

Effect on lower tier transactions. The terms of this Exhibit shall apply to all contracts, subcontracts, and subawards, and the information privacy and security requirements Contractor is obligated to follow with respect to CalHHS CSP disclosed to Contractor, or collected, created, maintained, stored, transmitted, or used by Contractor for or on behalf of CalHHS, pursuant to Contractor's agreement with CalHHS. When applicable, the Contractor shall incorporate the relevant provisions of this Exhibit into each subcontract or subaward to its agents, subcontractors, or independent consultants.

Definitions. For purposes of the agreement between Contractor and CalHHS, including this Exhibit, the following definitions shall apply:

Breach. "Breach" means, including but not limited to:

the unauthorized acquisition, access, use, or disclosure of CalHHS CSP in a manner which compromises the security, confidentiality, or integrity of the information; or

the same as the definition of "breach of the security of the system" set forth in California Civil Code section 1798,29, subdivision (f).

Confidential Information. "Confidential Information" means information that:

does not meet the definition of "public records" set forth in California Government Code section 6252, subdivision (e), or is exempt from disclosure under any of the provisions of section 6250, et seq. of the California Government Code or any other applicable state or federal laws; or

is contained in documents, files, folders, books, or records that are clearly labeled, marked, or designated with the word "confidential" by CalHHS.

Disclosure. "Disclosure" means the release, transfer, provision of, access to, or divulging in any manner of information outside the entity holding the information.

CSP. "CSP" means "Confidential Information", "Sensitive Information", and "Personal Information" (as these terms are defined herein).

Personal Information. "Personal Information" means information, in any medium (including but not limited to paper, electronic, oral) that:

directly or indirectly collectively identifies or uniquely describes an individual; or

could be used in combination with other information to indirectly identify or uniquely describe an individual, or link an individual to the other information; or

meets the definition of "personal information" set forth in California Civil Code section 1798.3, subdivision (a) or

is one of the data elements set forth in California Civil Code section 1798.29, subdivision (g)(1) or (g)(2); or VERIFIED FIRST AMENDED COMPLAINT FOR DECLARATORY AND INJUNCTIVE RELIEF - EXHIBIT U

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meets the definition of "medical information" set forth in either California Civil Code section 1798.29, subdivision (h)(2) or California Civil Code section 56.05, subdivision (j); or

meets the definition of "health insurance information" set forth in California Civil Code section 1798.29, subdivision (h)(3); or

is protected from disclosure under applicable state or federal law.

Security Incident. "Security Incident" means:

an attempted breach; or

the attempted or successful unauthorized access, disclosure, modification, or destruction of CalHHS CSP, in violation of any state or federal law or in a manner not permitted under the agreement between Contractor and CalHHS, including this Exhibit; or

the attempted or successful modification or destruction of, or interference with, Contractor's system operations in an information technology system, that negatively impacts the confidentiality, availability, or integrity of CalHHS CSP; or

any event that is reasonably believed to have compromised the confidentiality, integrity, or availability of an information asset, system, process, data storage, or transmission. Furthermore, an information security incident may also include an event that constitutes a violation or imminent threat of violation of information security policies or procedures, including acceptable use policies.

Sensitive Information. "Sensitive Information" is information maintained by CalHHS, which is not confidential by definition but requires special precautions to protect it from unauthorized access and/or modification (i.e., financial or operational information). Sensitive information may be either public or confidential. Sensitive information is that information, for which disclosure would jeopardize the integrity of CalHHS.

Use. "Use" means the sharing, employment, application, utilization, examination, or analysis of information.

Background check. Before Contractor's employee or workforce member (collectively "workforce members") may access CalHHS CSP, the Contractor, at its discretion (based on compliance with applicable federal and state laws related to its programs), will conduct a thorough background check of the workforce member, and evaluate the results to assure that there is no indication that the workforce member may present a risk for theft of confidential data. The Contractor shall retain each workforce member's background check documentation for a period of three (3) years following contract termination.

Disclosure Restrictions. The Contractor and its employees, agents, and subcontractors shall protect from unauthorized disclosure any CalHHS CSP. The Contractor shall not disclose, except as otherwise specifically permitted by the agreement between Contractor and CalHHS (including this Exhibit), any CalHHS CSP to anyone other than CalHHS personnel or programs without prior written authorization from the CalHHS Contract Manager, except if disclosure is required by State or Federal law.

Use Restrictions. The Contractor and its employees, agents, and subcontractors shall not use any CalHHS CSP for any purpose other than performing the Contractor's obligations under its agreement with CalHHS.

Safeguards. The Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the privacy, confidentiality, security, integrity, and availability of CalHHS CSP, including electronic or computerized CalHHS CSP. At each location where CalHHS CSP exists under Contractor's control. The Contractor shall develop and maintain a written information privacy and security program that includes administrative, technical, and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities in performing its agreement with CalHHS, including this Exhibit, and which incorporates the requirements of Section 8, Security, below. Contractor shall provide CalHHS with Contractor's current and updated policies within five (5) business days of a request by CalHHS.

Security.

The Contractor shall comply with all applicable State policies including, but not limited to (State Administrative Manual 5300-5399, State Information Management Manual procedure; and;

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The Contractor shall take any and all steps reasonably necessary to ensure the continuous security of all computerized data systems containing CalHHS CSP. These steps shall include, at a minimum, complying with all of the data system security precautions listed in Section 25, Contractor Data Security Standards below.

Information Security Officer. At each location where CalHHS CSP is located, the Contractor shall designate an Information Security Officer to oversee its compliance with this Exhibit and to communicate with CalHHS on matters concerning this Exhibit.

Training. The Contractor shall provide, at a minimum, annual training on its obligations under this Exhibit, at its own expense, to all of its workforce members who assist in the performance of Contractor's obligations under Contractor's agreement with CalHHS, including this Exhibit, or otherwise use or disclose CalHHS CSP. Workforce members shall not begin work or have access to CalHHS information until they have completed this training.

The Contractor shall require each workforce member who receives training to certify, either in hard copy or electronic form, the date on which the training was completed.

The Contractor shall retain each workforce member's certifications for CalHHS inspection for a period of three (3) years following contract termination or completion.

Contractor shall provide CalHHS with its workforce member's certifications within five (5) business days of a request by CalHHS for the workforce member's certifications.

Personnel (Employee) and Workforce Member Discipline. Contractor shall impose discipline that it deems appropriate (in its sole discretion) on such employees and other Contractor workforce members under Contractor's direct control who intentionally or negligently violate any provisions of this Exhibit.

Breach and Security Incident Responsibilities.

Notification to CalHHS of Breach or Security Incident. The Contractor shall notify CalHHS immediately by telephone call plus email upon the discovery of a breach (as defined in this Exhibit), and within one (1) business day by telephone call and email upon the discovery of any security incident (as defined in this Exhibit), unless a law enforcement agency determines that the notification will impede a criminal investigation, in which case the notification required by this section shall be made to CalHHS immediately after the law enforcement agency determines that such notification will not compromise the investigation. Notification shall be provided to the CalHHS Contract Manager, the CalHHS Privacy Officer, the CalHHS Agency Information Security Officer, and the California Department of State Hospital's (hereinafter "DSH") Information Security Officer, using the contact information listed in Section 13, below. If the breach or security incident is discovered after business hours or on a weekend or holiday and involves CalHHS CSP in electronic or computerized form, notification to CalHHS shall be provided by calling the CalHHS and DSH Information Security Office at the telephone numbers listed in Section 13, below. For purposes of this Section, breaches and security incidents shall be treated as discovered by Contractor as of the first (1st) day on which such breach or security incident is known to the Contractor, or, by exercising reasonable diligence would have been known to the Contractor. Contractor shall be deemed to have knowledge of a breach if such breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the breach, who is a workforce member of the Contractor.

Contractor shall take:

prompt corrective action to mitigate any risks or damages involved with the breach or security incident and to protect the operating environment; and

any action pertaining to a breach required by applicable federal and state laws, including, specifically, California Civil Code section 1798.29. (California Civil Code 1798.29, subdivision (e), California Civil Code 1798.82, subdivision (f), and State Administrative Manual (SAM) section 5340, Incident Management.)

Isolation of System or Device. A system or device containing CalHHS CSP compromised by an exploitation of a technical vulnerability shall be promptly disconnected or quarantined and investigated until the vulnerability is resolved. Contractor will notify CalHHS within one (1) business day of a confirmed exploitation of a technical vulnerability and keep CalHHS informed as to the investigation until resolution of the vulnerability is completed.

Investigation of Breach and Security Incidents. The Contractor shall immediately investigate such breach or security incident. As soon as the information is known and subject to the legitimate needs of law enforcement, VERIFIED FIRST AMENDED COMPLAINT FOR DECLARATORY AND INJUNCTIVE RELIEF - EXHIBIT U

Contractor shall inform the CalHHS Contract Manager, the CalHHS Privacy Officer, the CalHHS Agency Information Security Officer, and the DSH Information Security Officer of:

Contractor point of contact information (name, title, mailing address, telephone number(s), and email address(s); and

Description of what happened, including the date and time the Information Security Incident and/or Breach was detected, occurred, and believed to be contained (if known); and

what data elements were involved, and the extent of the data disclosure or access involved in the breach, including, specifically, the number of individuals whose personal information was breached; and

a description of the unauthorized persons known or reasonably believed to have improperly used the CalHHS CSP and/or a description of the unauthorized persons known or reasonably believed to have improperly accessed or acquired the CalHHS CSP, or to whom it is known or reasonably believed to have had the CalHHS CSP improperly disclosed to them; and

a description of where the CalHHS CSP is believed to have been improperly used or disclosed; and

a description of the probable and proximate causes of the breach or security incident; and

whether Civil Code section 1798.29 or any other federal or state laws requiring individual notifications of breaches have been triggered; and

Corrective action plan to address the occurrence.

Updates on Investigation. The Contractor shall provide regular (at least once a week) email updates on progress of the Information Security Incident and/or Breach investigation to the CalHHS Contract Manager, CalHHS Privacy Officer, the CalHHS Agency Information Security Officer, and the DSH Information Security Officer until they are no longer needed, as mutually agreed upon between the Contractor and the CalHHS.

Written Report. The Contractor shall provide a written report of the investigation to the CalHHS Contract Manager, the CalHHS Privacy Officer, the CalHHS Agency Information Security Officer, and the DSH Information Security Officer within thirty (30) business days of the discovery of the Information Security Incident and/or Breach. To the extent Contractor has such information, the report shall include but not be limited to the following:

Contractor point of contact information (name, title, mailing address, telephone number(s), and email address(s); and

Description of what happened, including the date and time the Information Security Incident and/or Breach was detected, occurred, and believed to be contained (if known); and

Description of the types of CalHHS CSP that were involved, and the extent of the information involved in the Information Security Incident and/or Breach; and

A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed CalHHS CSP; and

A description of where the CalHHS CSP is believed to have been improperly transmitted, sent, or utilized; and

A description of the probable causes of the improper use or disclosure; and

Whether Civil Code sections 1798.29 or 1798.82 or any other federal or state laws requiring individual notifications of breaches are triggered; and

Full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the Information Security Incident and/or Breach.

Notification to Individuals. If notification to individuals whose information was breached is required under state or federal law, and regardless of whether Contractor is considered only a custodian and/or non-owner of the CalHHS CSP, Contractor shall, at its sole expense, and at the sole election of CalHHS, either:

make notification to the individuals affected by the breach (including substitute notification), pursuant to the content and timeliness provisions of such applicable state or federal breach notice laws. Contractor shall inform the CalHHS Contract Manager, the CalHHS Privacy Officer, the CalHHS Agency Information Security Officer, and the DSH Information Security Officer of the time, manner, and content of any such notifications, prior to the transmission of such notifications to the individuals; or

cooperate with and assist CalHHS in its notification (including substitute notification) to the individuals affected by the breach.

Submission of Sample Notification to Attorney General. If notification to more than five hundred (500) individuals is required pursuant to California Civil Code section 1798.29, and regardless of whether Contractor is considered only a custodian and/or non-owner of the CalHHS CSP, Contractor shall, at its sole expense, and at the sole election of CalHHS, either:

electronically submit a single sample copy of the security breach notification, excluding any personally identifiable information, to the Attorney General pursuant to the format, content and timeliness provisions of Section 1798.29, subdivision (e). Contractor shall inform the CalHHS Contract Manager, CalHHS Privacy Officer, CalHHS Agency Information Security Officer, and the DSH Information Security Officer of the time, manner and content of any such submissions, prior to the transmission of such submissions to the Attorney General; or

cooperate with and assist CalHHS in its submission of a sample copy of the notification to the Attorney General.

Cost of Investigation and Remediation. Per SAM Section 5305.8, the Contractor shall be responsible for all costs incurred by CalHHS due to Information Security Incidents and/or Breaches resulting from the Contractor's failure to perform or from negligent acts of its personnel, and resulting in the unauthorized disclosure, release, access, review, or destruction, or loss, theft, or misuse of an information asset. These costs include, but are not limited to, notice and credit monitoring for impacted individuals, CalHHS staff time, material costs, postage, media announcements, and other identifiable costs associated with the Information Security Incident, Breach and/or loss of data.

Contact Information. To direct communications to the above referenced staff, the Contractor shall initiate contact as indicated herein. CalHHS reserves the right to make changes to the contact information below by verbal or written notice to the Contractor. Said changes shall not require an amendment to this Exhibit or the agreement to which it is incorporated.

| Contract Manager | Privacy Office | Information Security Office |
|---|--|--|
| See the Scope of Work Exhibit for Contract Manager information. | California Health and Human Services Agency(CalHHS) Privacy Office 1215 O Street | California Health and Human Services Agency (CalHHS) Information Security Office |
| | Sacramento, CA 95814 | c/o: |
| | Gacianienio, OA 93814 | The Office of Systems Integration |
| | , | 2495 Natomas Park Dr., Suite 515 |
| | | Attn: Lloyd Indig, OAIO |
| | | Sacramento, CA 95833-2941 |
| | Email: | |
| | @ohi.ca.gov | Email: |
| | Telephone: (916) | calhhs.iso@chhsaio.ca.gov |
| | respirate. (310) | Telephone: (916) 263-4052 |

| Contract Manager | Privacy Office | Information Security Office |
|---------------------|----------------|--|
| | | California Department of State Hospitals (DSH) Information Security Office |
| | | 1215 O Street, MS-5 |
| | | Sacramento, CA 95814 |
| | | Email: security@dsh.ca.gov |
| | | Telephone: (844) 217-4018 |

Documentation of Disclosures for Requests for Accounting. Contractor shall document and make available to CalHHS or (at the direction of CalHHS) to an Individual such disclosures of CalHHS CSP, and information related to such disclosures, necessary to respond to a proper request by the subject Individual for an accounting of disclosures of personal information as required by Civil Code section 1798.25, or any applicable state or federal law.

Requests for CalHHS CSP by Third (3rd) Parties. The Contractor and its employees, agents, or subcontractors shall promptly transmit to the CalHHS Contract Manager and CalHHS Privacy Officer all requests for disclosure of any CalHHS CSP requested by third parties to the agreement between Contractor and CalHHS (except from an Individual for an accounting of disclosures of the individual's personal information pursuant to applicable state or federal law), unless prohibited from doing so by applicable state or federal law.

Notification of Requests by Other Entitles of CalHHS CSP. If the Contractor and its employees, agents, or subcontractors receive a subpoena, warrant, other legal order, demand, or Public Records Act Request (collectively, a "Request"), seeking CalHHS CSP, it will promptly notify the and provide a copy of the Request along with copies of Records or data in its possession that it believes are responsive to the Request. In the event of a Request, the parties agree to consult and cooperate with each other in their respective responses, as appropriate.

Audits, Inspection and Enforcement. CalHHS may inspect the facilities, systems, books and records of Contractor to monitor compliance with this Exhibit. Contractor shall promptly remedy any violation of any provision of this Exhibit and shall certify the same to the CalHHS Contract Manager in writing.

Return of State Property. Prior to expiration of the Agreement, the Contractor shall return all State property, including but not limited to equipment issued and security badges to the CalHHS Contract Manager.

Return or Destruction of CalHHS CSP on Expiration or Termination. Upon expiration or termination of the agreement between Contractor and CalHHS for any reason, Contractor shall securely destroy the CalHHS CSP in accordance with NIST 800-88 or agreed upon method between CalHHS and Contractor within fifteen (15) days of the expiration or termination of the agreement. If return or destruction is not feasible, Contractor shall provide a written explanation within fifteen (15) days to the CalHHS Contract Manager, the CalHHS Privacy Officer, the CalHHS Agency Information Security Officer, and the DSH Information Security Officer, using the contact information listed in Section 13, above.

Retention Required by Law. If required by state or federal law, Contractor may retain, after expiration or termination, CalHHS CSP for the time specified as necessary to comply with the law.

Obligations Continue Until Return or Destruction. Contractor's obligations under this Exhibit shall continue until Contractor returns or destroys the CalHHS CSP or returns the CalHHS CSP to CalHHS; provided however, that on expiration or termination of the agreement between Contractor and CalHHS, Contractor shall not further access, use, or disclose the CalHHS CSP except as required by state or federal law.

Notification of Election to Destroy CalHHS CSP. If Contractor destroys the CalHHS CSP, Contractor shall certify in writing, to the CalHHS Contract Manager, the CalHHS Privacy Officer, the CalHHS Agency Information Security Officer, and the DSH Information Security Officer, using the contact information listed in Section 13, above, that the CalHHS CSP has been securely destroyed. The notice shall include the date and type of destruction method used.

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Data Destruction: Upon termination of the Agreement, all CalHHS CSP must be wiped using the Gutmann or US Department of Defense (DoD) 5220.22-M (7 Pass) standard, or by degaussing. Media may also be physically destroyed in accordance with NIST Special Publication 800-88. Other methods require prior written permission of the and the DSH Information Security Offices.

Amendment. The parties acknowledge that federal and state laws regarding information security and privacy rapidly evolve, and that amendment of this Exhibit may be required to provide for procedures to ensure compliance with such laws. The parties specifically agree to take such action as is necessary to implement new security standards as they become published and implement requirements imposed by regulations and other applicable laws relating to the security or privacy of CalHHS CSP.

Assistance in Litigation or Administrative Proceedings. Contractor shall make itself and any subcontractors, workforce employees or agents assisting Contractor in the performance of its obligations under the agreement between Contractor and CalHHS, available to CalHHS at no cost to CalHHS to testify as witnesses, in the event of litigation or administrative proceedings being commenced against CalHHS, its director, officers or employees based upon claimed violation of laws relating to security and privacy, which involves inactions or actions by the Contractor, except where Contractor or its subcontractor, workforce employee or agent is a named adverse party.

No Third-Party Beneficiaries. Nothing express or implied in the terms and conditions of this Exhibit is intended to confer, nor shall anything herein confer, upon any person other than CalHHS or Contractor and their respective successors or assignees, any rights, remedies, obligations, or liabilities whatsoever.

Interpretation. The terms and conditions in this Exhibit shall be interpreted as broadly as necessary to implement and comply with regulations and applicable federal or State laws. The parties agree that any ambiguity in the terms and conditions of this Exhibit shall be resolved in favor of a meaning that complies and is consistent with federal and state laws and regulations.

Survival. If Contractor does not return or destroy the CalHHS CSP upon the completion or termination of the Agreement, the respective rights, and obligations of Contractor under Sections 6, 7, and 12 of this Exhibit shall survive the completion or termination of the agreement between Contractor and CalHHS.

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Contractor Data Security Standards

General Security Controls

Confidentiality Statement. All persons that will be working with CalHHS CSP must sign a confidentiality statement (Attachment 1 to this Exhibit). The statement must include at a minimum, General Use, Security and Privacy safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to CalHHS CSP. The statement must be renewed annually. The Contractor shall retain each person's confidentiality statement for CalHHS inspection for a period of three (3) years following contract termination.

Device Encryption. All devices (including but not limited to laptops, tablets, smart phones and similar devices) that process and/or store CalHHS CSP must be encrypted, at a minimum, using a FIPS 140-2 certified algorithm or successor standards, such as Advanced Encryption Standard (AES), with a 128bit key or higher. The encryption solution must be full disk unless approved by the CalHHS and DSH Information Security Offices.

Contractor Owned or Managed Devices Connected to a State Network (including but not limited to laptops, tablets, smart phones and similar devices). Are only permitted if allowed in writing by the CalHHS Contract Manager, the CalHHS Privacy Officer, CalHHS Agency Information Security Officer, and the DSH Information Security Officer. The devices must adhere to all applicable device encryption requirements as stated in this Attachment.

The CalHHS and the DSH Information Security Offices or other designated State entity shall have the right to audit the Contractor owned or managed devices connected to State networks.

Server Security. All servers containing CalHHS CSP must be encrypted, at a minimum, using a FIPS 140-2 certified algorithm or successor standards, such as Advanced Encryption Standard (AES), with a 128bit key or higher; and have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.

Minimum Necessary. Only the minimum amount of CalHHS CSP required to perform necessary business functions may be copied, downloaded, or exported.

Removable media devices. All electronic files that contain CalHHS CSP data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, smart devices, tapes, etc.). CSP must be encrypted, at a minimum, using a FIPS 140-2 certified algorithm or successor standards, such as Advanced Encryption Standard (AES), with a 128bit key or higher.

Antivirus software. All workstations, laptops and other systems that process and/or store CalHHS CSP must install and actively use a comprehensive anti-virus software solution with automatic updates scheduled at least daily.

Patch Management. All servers, workstations, laptops, and other systems that process and/or store CalHHS CSP must have operating system and application security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. All applicable patches must be up to date and installed in a timely manner as determined by the CalHHS. Critical and High-Risk vulnerabilities, based on the Common Vulnerability Scoring System (CVSS) score, will be patched within thirty (30) days of a patch release.

Data Security. CalHHS CSP will be stored separately from other customers data. Data will be encrypted such that unauthorized parties are unable to read the data within the database/data repositories or any backups.

Authenticator Management.

Password Based Authentication.

Contractor shall implement strong password controls on all compatible computing systems that are consistent with the State and the California Department of State Hospitals (DSH) who has information technology infrastructure responsibility for CalHHS.

Enforces national standards for passwords and, when approved, as contained in the California Department of State Hospitals (DSH) policies and requirements for passwords, including any updates, incorporated herein by reference.;

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Stores and transmits only cryptographically protected passwords;

Requirements include:

Enforces password minimum and maximum lifetime restrictions as contained in the California Department of State Hospitals (DSH) policies and requirements for passwords, when approved including any updates, incorporated herein by reference:

Prohibits password reuse generations as contained in the California Department of State Hospitals (DSH) policies and requirements for passwords, when approved including any updates, incorporated herein by reference; and

Allows the use of a temporary password for system logons with an immediate change to a permanent password.

The information system, for password-based authentication:

All users must be issued a unique username for accessing CalHHS CSP. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password.

Passwords are not to be shared.

Password Construction:

Password Length

All systems which support long passwords will be configured to use a minimum password length of fifteen (15) characters

Systems which do not permit fifteen (15) character passwords will be configured to use a minimum password length of eight (8) characters.

No passwords of fewer than eight (8) characters may be used.

Password Complexity

All user passwords will utilize a combination of at least three (3) of the following elements: uppercase, lowercase, numeric, and special characters.

All system account(s) and Admin. account(s) passwords will utilize a combination of all four (4) of the following elements: uppercase, lowercase, numeric, and special characters.

Passwords shall not be constructed by using personal information or words found in a dictionary.

Examples of personal information include a pet's name, a spouse's name, children's names, automobile license plate number, social security number, birthday, etc.

Users are encouraged to use passwords comprised of pass phrases, which use easier to remember words and occasional numeric or symbolic substitutions for letters. This permits easier memorization of a longer phrase that is significant to the user.

Whenever possible, systems will be configured to prevent users from utilizing passwords that are found on common/known weak password lists,

Password Expiration

Standard User Account(s)

Systems configured to require a minimum fifteen (15) character password meeting the required complexity requirements will have no mandatory expiration date. However, passwords will be expired or changed under the following special circumstances:

Changed by the voluntary choice of the user.

Expired due to the password being compromised or suspected to be compromised.

Expired, and any accounts disabled, when a user separates from CalHHS.

Systems configured to require a password of eight (8) or more, but less than fifteen (15) characters, or any systems VERIFIED FIRST AMENDED COMPLAINT FOR DECLARATORY AND INJUNCTIVE RELIEF - EXHIBIT U which cannot enforce the password complexity requirements, will have an expiration date of no more than ninety (90) days.

Privileged User Account(s)

Privileged account passwords will have an expiration date of no more than ninety (90) days regardless of length. Passwords must be changed on or before the 90th day. Any privileged account with a password exceeding ninety (90) days will be locked.

Password Reutilization

Users will not reuse previous passwords for a minimum of ten (10) password change cycles. Systems which support password reutilization restrictions will be configured to prevent reuse according to this standard.

Account Lockout

Five (5) consecutive, unsuccessful password entry attempts to access a CalHHS information system will result in the account being locked out. The account will remain locked for a minimum of 120 minutes following the 5th unsuccessful login attempt.

Data Sanitization. All CalHHS CSP must be sanitized using NIST Special Publication 800-88 standard methods for data sanitization when the CalHHS CSP is no longer needed.

System Security Controls

System Timeout. The system must provide an automatic timeout, requiring reauthentication of the user session after no more than fifteen (15) minutes of inactivity.

Warning Banners. All systems containing CalHHS CSP must display a warning banner each time a user attempts access, stating that data is confidential, systems are logged, and system use is for business purposes only. User must be directed to log off the system if they do not agree with these requirements.

System Logging. The system must maintain an automated audit trail which can identify the user or system process which initiates a request for CalHHS CSP, or which alters CalHHS CSP. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. This logging must be included for all user privilege levels including, but not limited to, systems administrators. If CalHHS CSP is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least three (3) years after occurrence.

Access Controls. The system must use role-based access controls for all user authentications, enforcing the principle of least privilege.

Multi-Factor Authentication (MFA)/Advanced Authentication.

Multi-Factor Authentication based on two or more of the following: something you know (i.e., password), something you have (i.e., token or smartcard), or something you are (i.e., biometric).

Multi-Factor authentication (MFA) is required for all access to public-facing sites hosting non-public data.

Multi-Factor authentication (MFA) is required for all access including but not limited to cloud applications, CalHHS data including CSP data, for access to accounts used to generate official departmental communication, and for all privileged accounts, regardless of client location.

Transmission encryption. All data transmissions of CalHHS CSP outside the contractor's secure internal network must be encrypted using a FIPS 140-2 certified algorithm or successor standards, such as Advanced Encryption Standard (AES), with a 128bit key or higher. Encryption can be end to end at the network level, or the data files containing CalHHS CSP can be encrypted. This requirement pertains to any type of CalHHS CSP in motion such as website access, file transfer, and E-Mail.

Intrusion Detection. All systems involved in accessing, holding, transporting, and protecting CalHHS CSP that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

Audit Controls.

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System Security Review. All systems processing and/or storing CalHHS CSP must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews shall include vulnerability scanning tools.

Log Reviews. All systems processing and/or storing CalHHS CSP must have a routine procedure in place to review system logs for unauthorized access.

Change Control. All systems processing and/or storing CalHHS CSP must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity, and availability of data.

Business Continuity / Disaster Recovery Controls.

Disaster Recovery. Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic CalHHS CSP in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this agreement for more than twenty-four (24) hours.

Data Backup Plan. Contractor must have established documented procedures to securely backup CalHHS CSP to maintain retrievable exact copies of CalHHS CSP. The backups shall be encrypted. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and the amount of time to restore CalHHS CSP should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of CalHHS data.

Paper Document Controls.

Supervision of Data. CalHHS CSP in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk, or office. Unattended means that information is not being observed by an employee authorized to access the information. CalHHS CSP in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.

Escorting Visitors. Visitors to areas where CalHHS CSP is contained shall be escorted and CalHHS CSP shall be kept out of sight while visitors are in the area.

Confidential Destruction. CalHHS CSP must be disposed of through confidential means, using NIST Special Publication 800-88 standard methods for data sanitization or successor standards when the CalHHS CSP is no longer needed.

Removal of Data. CalHHS CSPmust not be removed from the premises of the Contractor except with express written permission of CalHHS.

Faxing. Faxes containing CalHHS CSP shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending.

Mailing. CalHHS CSP shall only be mailed using secure methods. Large volume mailings of CalHHS CSP shall be by a secure, bonded courier with signature required on receipt. Disks and other transportable media sent through the mail must be encrypted with a CalHHS approved solution.

Contractor Project Representative

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THE CALIFORNIA HEALTH AND HUMAN SERVICES AGENCY CONFIDENTIALITY AND SECURITY COMPLIANCE STATEMENT

Information resources maintained by The California Health and Human Services Agency (CalHHS) and provided to Contractor may contain personal, confidential and/or sensitive information (CSP) that is not open to the public and requires special precautions to protect it from wrongful access, use, disclosure, modification, and destruction.

We hereby acknowledge that the CSP of the CalHHS is subject to strict confidentiality and security requirements imposed by state and federal law, which may include, but are not limited to the Information Practices Act – California Civil Code § 1798 et seq., Public Records Act – California Government Code § 6250 et seq., California Penal Code §§ 502, 11140-11144, Health Insurance Portability and Accountability Act of 1996 ("HIPAA") – 45 C.F.R. Parts 160 and 164, the California Welfare and Institutions Code § 10850, and Safeguarding Information for the Financial Assistance Programs – 45 C.F.R. Part 205.50. Contractor agrees to comply with the laws applicable to the CalHHS CSP received.

The Confidentiality and Security Compliance Statement must be signed and returned with the Contract.

| Name (Printed): | Elizabeth Siggins |
|-----------------|--|
| Title: | Project Coordinator |
| Business Name: | County Probation Consortium Partnering for Youth Realignment |
| Email Address: | @CAConsortium.org |
| Phone: | 916- |
| Signature: | |
| Date Signed: | |

Date Signed:

Agreement 2022-226-OYCR Page **13** of 13

THE CALIFORNIA HEALTH AND HUMAN SERVICES AGENCY CONFIDENTIALITY AND SECURITY COMPLIANCE STATEMENT

Contractor Information Security Officer
(or authorized official responsible for business' information security program)

Name (Printed): Elizabeth Siggins

Title: Project Coordinator

Business Name: County Probation Consortium Partnering for Youth Realignment

Email Address:

Phone: 916
Signature:

| [C. Elizabeth Siggins, Project Coordinator] Résumé | | |
|--|---|--|
| RELEVANT EXPERIENCE | Elizabeth has over 25 years of experience in the juvenile justice system. She worked for 10 years with the State of California, including as the Chief Deputy Secretary of Rehabilitative Programs for the California Department of Corrections and Rehabilitation and prior to that as the Assistant Secretary of Juvenile Justice Policy for the Division of Juvenile Justice. Elizabeth also worked for the state legislature and the Office of the Inspector General. Elizabeth's earlier work experience was for a number of non-profit and community-based organizations in California and New York. Elizabeth currently teaches at the University of California, Davis and works as a consultant for several non-profit organizations, including the County Probation Consortium Partnering for Youth Realignment where she serves as Project Coordinator. | |
| OTHER QUALIFICATIONS | Elizabeth has significant experience managing complex projects under tight timelines. She is also experienced with program development, policy analysis, and collaborating with a diverse group of stakeholders. | |

| [Julie Hovis Franci | s, Probation Specialist] Résumé | |
|-------------------------|---|--|
| RELEVANT EXPERIENCE | Julie has over 36 years of experience working in community corrections, specifically with the San Bernardino County Probation Department. She retired as the Assistant Chief of Probation. Prior to that, she spent five years as a Deputy Chief overseeing the Detention Corrections Bureau. Julie also spent three years overseeing the Department's Research Unit. | |
| OTHER QUALIFICATIONS | Julie has significant experience implementing major legislative reforms, including SB 678, AB 109, SB 823, SB 90 and SB 200. For each of these efforts, she was involved with developing outcome measures, collaborating with community stakeholders and service providers, and liasoning with state departments and the courts. | |

| [Michael Minor, Di | vision of Juvenile Justice Liaisonj Résumé |
|-------------------------|---|
| RELEVANT EXPERIENCE | Michael has over 36 years of experience working in juvenile justice, including serving five years as the Director of the Division of Juvenile Justice (DJJ). During his tenure at DJJ, Michael led the division with the development and implementation of the Integrated Behavior Treatment Model (IBTM) an evidence-based, trauma focused, strength-based approach to provide effective rehabilitative services to adolescents and emerging adults. The model focuses on "what works" and the importance of family, staff and the use of credible messengers to foster positive youth growth and development. Mr. Minor is the founder & CEO of M Minor Consulting Inc., where he has provided consulting services to state and local criminal and juvenile justice agencies. |
| OTHER QUALIFICATIONS | Michael has extensive experience assisting organizations develop and implement behavior-based rehabilitative programs. He is skilled in leadership and management development and utilizes behavioral-shaping strategies to support needed change. |

Exhibit V

Baker Syouth law center McKenzie.

August 26, 2022

Karen Pank, Agent for Service of Process
County Probation Consortium Partnering for Youth Realignment
1415 L Street, Suite 780
Sacramento, CA 95814
karen@cpoc.org

Chief Mark Bonini, Chief Executive Officer
County Probation Consortium Partnering for Youth Realignment
675 New York Ranch Road,
Jackson, CA 95642
mbonini@co.amador.ca.us

Chief TR Merickel, Secretary
County Probation Consortium Partnering for Youth Realignment
2005 Ridge Road
Bakersfield, CA 93305
merickelt@kernprobation.org

Via mail and email

Dear Ms. Pank, Chief Bonini, and Chief Merickel,

We write on behalf of our client, the California Alliance for Youth and Community Justice ("CAYCJ"), to demand that the Board of Directors of the "County Probation Consortium Partnering for Youth Realignment" ("Consortium") cease and desist from violating the public meeting and participation requirements of the Brown Act (Gov. Code §§ 54950 et seq.).

The Consortium's Board of Directors is a legislative body subject to the requirements of the Brown Act. The Board of Directors governs the Consortium, which is both a local agency and an entity that was created by one or more elected legislative bodies to exercise authority delegated by those bodies. (Gov. Code §§ 54952(a) and (c)(1)(A).)

The business of the Consortium's Board is of critical public importance and must be conducted transparently and with full engagement of the public. The Consortium describes its functions as relating to the statewide coordination of incarceration of youth within county juvenile facilities, including: "the development of standardized language and rates for counties who contract with each other for secure youth treatment beds or services; assistance with finding appropriate

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housing or treatment options for youth ordered by the court into a secure youth treatment facility; and other supports, as funding allows, to ensure high-quality services and programs across the state." (See Attachment A). The Consortium was brought into being by public entities and through public funding. Its activities are funded through public tax dollars paid by the counties that are members of the Consortium, and the member counties' chiefs of probation sit on the Consortium's Board of Directors in their official capacity.

Our client, CAYCJ, has a direct interest in knowing about and participating in the business of the Consortium's Board of Directors. CAYCJ is a statewide association of non-profit organizations that work with, and advocate on behalf of, youth and families impacted by the juvenile justice system. The activities of the Consortium's Board—including its coordination of youth incarceration in county facilities and its expenditure of public tax dollars on its activities—are of critical importance to the mission of CAYCJ and its membership.

It has come to our attention that a quorum of the Consortium's Board of Directors, as well as standing committees of the Board, have met one or more times in 2022 in violation of California's open and public meeting laws under the Brown Act. Such violations include:

- Failing to conduct business through meetings that are open to the public. (Gov. Code, § 54953, subd. (a).)
- Failing to publicly post the time, location, and agenda of a meeting 72 hours in advance of such a meeting, including a description of the items of business to be transacted or discussed. (Gov. Code, §§ 54953, 54954, 54954.2, subd. (a).)
- Failing to provide an opportunity for members of the public to directly address the body on any item of interest to the public within the body's subject matter jurisdiction. (Gov. Code, § 54954.3.)
- Failing to publicly report any action taken and the vote or abstention on that action of each member present for the action. (Gov. Code, § 54953 subd. (c)(2).)
- For teleconference meetings, failing to take a rollcall vote. (Gov. Code, § 54953 subd. (b)(2).)
- Failing to comply with the requirement that a majority of members may not, outside of a public meeting, use "a series of communications of any kind, directly or through intermediaries, to discuss, deliberate, or take action on any item of business that is within the subject matter jurisdiction of the legislative body." (Gov. Code, § 54952.2, subd. (b)(1).)

Despite the legal obligation of the Consortium's Board to comply with the Brown Act, it has failed to do so. As provided by Government Code Section 54960, any interested person may commence an action by mandamus, injunction, or declaratory relief for the purpose of stopping or preventing violations or threatened violations by the Consortium's Board, or to determine the

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applicability of the Brown Act to ongoing or future actions of the Board. Pursuant to 54960.2(b), you have 30 days from receipt of this letter to respond before an action may commence.

Sincerely,

Andrew P. Crousore, Partner

Drew.Crousore@bakermckenzie.com

Scott Frewing, Partner

Scott.Frewing@bakermckenzie.com

Baker & McKenzie LLP

600 Hansen Way

Palo Alto, CA 94304

Erin Palacios, Staff Attorney epalacios@ylc.org

Merelith regentels

Meredith Desautels, Staff Attorney

mdesautels@ylc.org

Youth Law Center

832 Folsom Street, Suite 700

San Francisco, CA 94107

Encl.

Exhibit W

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August 26, 2022

Karen Pank, Agent for Service of Process County Probation Consortium Partnering for Youth Realignment 1415 L Street, Suite 780 Sacramento, CA 95814 karen@cpoc.org

Chief Mark Bonini, Chief Executive Officer
County Probation Consortium Partnering for Youth Realignment
675 New York Ranch Road
Jackson, CA 95642
mbonini@co.amador.ca.us

Chief TR Merickel, Secretary
County Probation Consortium Partnering for Youth Realignment
2005 Ridge Road
Bakersfield, CA 93305
merickelt@kernprobation.org

Via mail and email

Re: Request for Public Records Pertaining to Organization, Business Operations, and Secure Youth Treatment Facility (SYTF) Planning

Dear Ms. Pank, Chief Bonini, and Chief Merickel,

Please find below a formal request on behalf of our client, the California Alliance for Youth and Community Justice ("CAYCJ"), under the California Public Records Act ("CPRA") for access to certain public records in the possession of the County Probation Consortium Partnering for Youth Realignment ("Consortium"). As described below, we, on behalf of CAYCJ, seek records pertaining to the Consortium's organization, business operations, and participation or involvement in Secure Youth Treatment Facility planning.

Pursuant to the CPRA, we request that you make available all public records in your possession as described in the "Records Requested" section below. Gov. Code § 6250 et seq. We ask that you provide your response within 10 days, either by providing all the requested records or by

providing a written response stating when the records will be made available and setting forth the legal authority for withholding or redacting any records. Gov. Code §§ 6253(c), 6255.

In making this request, it is our hope to place as little burden as possible on you and your staff. Please do not hesitate to contact us if you have any questions or if there are alternative ways of securing the same records requested herein.

Definitions Used in this Request:

"Consortium" or "Corporation" means the County Probation Consortium Partnering for Youth Realignment.

"Communication" or "communications" means any form or transmittal of information from one person or organization to another that results in the creation of a document, including but not limited to letters, memoranda, notes, emails, electronic messages, text messages, contracts, agreements, and facsimile transmissions.

"Document" or "documents" is used in its broadest sense and includes all writings of any kind (in physical and/or electronically stored form), including, but not limited to, books, records, letters, telegrams, memoranda, electronic mail, instant messages, online chat messages (including but not limited to, Google Hangouts, iMessage, iChat, Jabber, WhatsApp, WeChat, Viber, Slack), voice-mail messages, reports, studies, speeches, calendars or diary entries, minutes, pamphlets, handwritten notes, charts, tabulations, data compilations, photographs, audiotapes and/or videotapes of conferences, and telephone or other conversations or communications in the Consortium's actual or constructive possession, custody, or control. The term also includes reproductions or film impressions of any of the aforementioned writings, tape recordings, documents stored on computer hard disks, removable disks, tape back-up, or in any computer or electronic information storage device, any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof, and including all tangible printouts of information stored in any computer, word processor, server, internet, or electronic information storage device, including printouts of e-mails, and copies of documents which are not identical duplicates of the originals, and copies of all documents of which the originals are not in the Consortium's possession, custody, or control.

"Realignment Target Population" means the population defined in Welfare and Institutions Code Section 1990(b).

"Secure Youth Treatment Facility" or "SYTF" means the county facility as described in Welfare and Institutions Code Section 875.

Separate Requests Requiring Separate Responses:

Subject to the above definitions, the records we request are specified below. Please treat each subparagraph below as a separate request under the CPRA and respond to each separately as to: (1) the existence of such records; (2) whether you intend to make such records available; (3) if you claim any exemption or privilege, and how that privilege applies; and (4) an estimate of when records will be produced or made available. This procedure is intended to avoid the waste of sending separate requests for each category of records. Unless we hear otherwise from you, we will assume that sending separate requests will not be necessary.





Records Requested:

Pursuant to the CPRA, please provide us with the records described below:

A. Consortium Corporate Documents and Business Records

- 1. The Consortium's Articles of Incorporation.
- 2. The Consortium's Bylaws.
- 3. The Consortium's application for recognition of exemption under Section 501 of the Internal Revenue Code (26 U.S.C. § 501) including, but not limited to, the following forms and any attachments thereto: 1023 and 1023-EZ.
- 4. The Consortium's budgets for the 2021-22 and 2022-23 fiscal years.
- 5. Documents reflecting amounts and sources of funds received by the Consortium, such as contracts, invoices, or grant agreements.

B. Records Related to the Consortium's Board of Directors

- 1. A list of all current members of the Consortium's Board of Directors, and the position or office the individual holds outside the Consortium if the individual is a member of the Board of Directors by virtue of holding that office or position (ex officio).
- 2. A copy of all Board minutes.
- 3. A list of all current officers of the Corporation.
- 4. A list of all dates, times, and locations of Board of Director meetings, including any gathering of all or a majority of members of the Consortium's Board of Directors during which matters within the scope of the Consortium's business were discussed.
- 5. The posting or public notice for each meeting of the Board of Directors if such meeting was publicly posted.
- 6. The agenda for each meeting of the Consortium's Board of Directors.
- 7. A list of members in attendance for each Board of Director's meeting.
- 8. Any and all minutes and notes of each meeting of the Consortium's Board of Directors, the record of any action(s) taken, and the vote of each member present and/or voting.
- 9. Any and all communications shared with or among the members of the Board of Directors regarding Consortium business, including, but not limited to, agenda setting, information clarification, voting, coordination of meeting times, selection of officers, formation of subcommittees, and activities pertaining to county planning for Secure Youth Treatment facilities.





- Any and all documents shared with or among the members of the Consortium's Board of Directors regarding Consortium business.
- 11. Any and all documents and communications regarding, related to, or addressing matters within the scope of the Consortium's business shared with a majority of members of the Board of Directors since December 30, 2021, including email communications and electronic calendar invitations.

C. Records and Information Related to Committees

- 1. A list of all executive, board, advisory, standing, ad hoc, sub, or other committees (collectively "committees") established, approved, or otherwise created by the Consortium's Board of Directors.
- 2. A list of all current members of each of the committees described in C.1 above.
- 3. A list of all dates, times, and locations of meetings of the committees described in C.1 above, including any gathering of all or a majority of members of a committee during which matters within the scope of the committee's business were discussed.
- 4. The posting or public notice for each meeting of a committee described in C.1 if such meeting was publicly posted.
- 5. The agenda for each meeting of a committee described in C.1 above, a list of all members in attendance, a copy of the minutes, and a record of any action taken and the vote of each member present and/or voting.
- 6. Any and all communications shared with or among the members of a committee described in C.1 above regarding committee business or matters within the scope of committee business, including, but not limited to, agenda setting, information clarification, voting, coordination of meeting times, and activities pertaining to county planning for Secure Youth Treatment facilities.
- Any and all documents shared with or among the members of a committee described in C.1 above regarding committee business or matters within the scope of committee business.
- 8. Any and all documents and communications regarding, related to, or addressing matters within the scope of a committee's business shared with a majority of members of the committee since December 30, 2021, including email communications and electronic calendar invites.

D. Records and Information Regarding Public Funding

 A list of all public entities having made payments or otherwise provided funding to the Consortium, or that have made a promise of payment or provision of funding, including funds paid or transferred to another entity, such as the Chief Probation Officers of California Foundation, that is intended for use by the Consortium.





- 2. The amount of each payment or transfer described in D.1 above, and the date of the payment or transfer.
- 3. The rate or membership fee the Consortium received, requested, or intends to request from each member county as its 2022-23 membership fee.
- 4. Any and all documents relating to or explaining how the Consortium arrived at the amount of the membership fee.
- 5. Any and all documents relating to or describing services rendered or promised in exchange for payment of the membership fee.
- 6. Any and all documents relating to or describing how the Consortium has used or intends to use any public funds that it has received or anticipates receiving.

E. Records and Information Related to Data and External Communications

- Any and all documents and communications pertaining to county Secure Youth Treatment Facility operations, programs, and/or practices.
- 2. Any model, template, or standardized Memorandum of Understandings ("MOUs") or agreements, or any drafts of such documents, developed for use between counties sending and receiving youth for placement or commitment in a juvenile facility. In addition, any communications or documents related to the development of such MOUs or agreements.
- 3. All requests to one or more counties and/or county probation departments for data or other information regarding:
 - a. The Realignment Target Population or characteristics of that population;
 - b. Services available to the Realignment Target Population within a county or counties:
 - c. Gaps in services to the Realignment Target Population within a county or counties;
 - d. The needs or assessment of needs of the Realignment Target Population within a county or counties; and
 - e. The costs of providing services to the Realignment Target Population within a county or counties.
- 4. All documents and communications containing data or other information from a county or counties regarding or related to the items listed in E.3 above. We specifically request to receive unredacted copies of these records, documents, and communications, except for those redactions that were made by the relevant county officials *prior to sharing* with the Consortium or with all or a majority of members of the Board of Directors or of a committee as described in C.1.
- 5. Any modified or updated county realignment plan or addendum to a county realignment plan created for submission to the Office of Youth and Community Restoration that the Consortium received or that was made available to all or a majority of members of the





Board of Directors or a committee as described in C.1. We specifically request to receive unredacted copies of these documents, except for those redactions that were made by the relevant county officials *prior to sharing* with the Consortium or with all or a majority of members of the Board of Directors or of a committee described in C.1.

- 6. All emails and documents sent to or shared with all or a majority of the Board of Directors or of a committee described in C.1., regarding Consortium business or matters that are within the scope of the Consortium's business by any of the following individuals:
 - a. Karen A. Pank
 - b. Whitnee Morse
 - c. Lydia Smith
 - d. Laura Dixon
 - e. Rosie McCool
 - f. Kevin O'Connell
 - g. Danielle Sanchez
 - h. Amie Hodge
 - i. Elizabeth Siggins
 - j. Diane Cummins
- 7. All documents sent to or shared with the Office of Youth and Community Restoration regarding Consortium business, matters within the scope of Consortium business, or on behalf of the Consortium by any of the individuals listed in item E.6 above.

Scope of Request:

This request applies to all relevant records in the possession of the Consortium and includes documents that were created by a member of another government agency or a member of the public. See California State University v. Superior Court, 90 Cal.App.4th 810, 824-25 (1999). Please provide entire documents, even if only parts of them are responsive to this request.

Claims of Exemption:

If the Consortium determines that any of the information requested is exempt from disclosure under the CPRA, please provide a statement in writing as to the legal basis of the exemption, including whether the exception is discretionary and, if so, why it is necessary to exercise discretion to withhold such information. Gov. Code § 6255. If the Consortium determines that some, but not all, of the information is exempt from disclosure and you intend to withhold it, please redact those portions deemed exempt and provide the rest. Gov. Code § 6253(a).

Request for Assistance:

We have made a good faith effort to describe the records that we seek, and further request your assistance to identify any and all records related to the purpose of our request but not specifically described herein. Gov. Code § 6253.1. Please note that the CPRA allows a member of the public to request records by describing their content, rather than asking for specific documents by name; an agency that receives such a request must "search for records based on criteria set forth





in the search request." California First Amendment Coalition v. Superior Court, 67 Cal.App.4th 159, 165-66 (1998).

Format of Response:

If you maintain records in electronic format, please provide them in that same format to avoid copying costs. Gov. Code § 6253.9. To the extent that the Consortium maintains any or all of the requested records on its website, please provide the corresponding URL/location.

We would prefer electronic production of these records where possible, and we would be happy to provide discs or USB flash drives as needed. CAYCJ is a coalition within a 501 (c)(3) nonprofit organization and requests a waiver of copying fees. If your review indicates that there will be voluminous documents and/or charges in excess of \$25.00 dollars, please contact us so we can clarify the scope of our request and/or arrange for a review prior to copying.

Please provide the requested records to Meredith Desautels (<u>mdesautels@ylc.org</u>) and Erin Palacios (<u>epalacios@ylc.org</u>). If records must be mailed, please send to Youth Law Center, Attn: Meredith Desautels and Erin Palacios, 832 Folsom Street, Suite 700, San Francisco, CA 94107.

We are very grateful for your assistance with this request. If you have any questions or need any additional information, please do not hesitate to contact us using the information below.

Sincerely,

Andrew P. Crousore, Partner

Drew.Crousore@bakermckenzie.com

Scott Frewing, Partner

Scott.Frewing@bakermckenzie.com

Baker & McKenzie LLP

600 Hansen Way

Palo Alto, CA 94304

Erin Palacios, Staff Attorney epalacios@ylc.org

Meredith regartels

Meredith Desautels, Staff Attorney

mdesautels@ylc.org

Youth Law Center

832 Folsom Street, Suite 700

San Francisco, CA 94107





Exhibit X



Amy Ackerman aackerman@publiclawgroup.com

September 8, 2022

Kelton Basirico Two Embarcadero Center, Suite 1100 San Francisco, CA 94111 via email

Dear Ms. Basirico,

RPLG represents the County Probation Consortium Partnering for Youth Realignment ("the Consortium"). Please address all future correspondence regarding the Consortium to me.

We are in receipt of your letters of August 26, 2022, in which you assert that the Consortium is subject to the Brown and Public Records Act. The Consortium is not subject to either Act.

The Consortium is a newly formed California nonprofit public benefit corporation. It was not created by a governing body of a local agency or any other local body created by state or federal statute. It was not created by an elected legislative body. Its board of directors contains no members of legislative bodies of local agencies. Accordingly, it is not a legislative body subject to the Brown Act. (See Govt. Code § 54952.)

Similarly, the Consortium is not a local agency subject to the California Public Records Act. As stated above, it is a nonprofit public benefit corporation. It is not a state agency or a local agency as defined in the Act. (See Govt. Code § 6252.) Accordingly, it is not subject to the Public Records Act. Therefore, we decline to produce documents in response to your request.

We appreciate your clients' interest in the Consortium. The Consortium recently launched a website on which it will be posting materials related to its work. The website is located at: caconsortium.org.

Very truly yours,

Amy S. Ackerman

Exhibit Y

Baker Syouth law center McKenzie.

January 4, 2023

Amy Ackerman, Partner Renne Public Law Group 350 Sansome Street, Suite 300 San Francisco, CA 94104 aackerman@publiclawgroup.com

Via email

Re: Contract Between County Probation Consortium Partnering for Youth Realignment and the Office of Youth and Community Restoration

Dear Ms. Ackerman,

We write on behalf of our client, the California Alliance for Youth and Community Justice ("CAYCJ"), regarding the contract entered into on October 24, 2022 ("Contract") between the County Probation Consortium Partnering for Youth Realignment ("Consortium") and the California Health and Human Services Agency, Office of Youth and Community Restoration ("OYCR"), attached hereto as **Exhibit A**. This Contract was executed without a publicly noticed and open meeting of the Board of Directors of the Consortium, and therefore constitutes an unlawful act taken in violation of the Brown Act. (Gov. Code. § 54950 et seq.). On behalf of our client, we demand that the Consortium cease and desist such violations. (Gov. Code § 54960.2.)

Although we know you disagree, as explained in our August 26, 2022 letter, the Consortium's Board of Directors is a legislative body subject to the requirements of the Brown Act. The Board of Directors governs the Consortium, which is both a local agency and an entity that was created by one or more elected legislative bodies to exercise authority delegated by those bodies. (Gov. Code §§ 54952(a) and (c)(1)(A).)

The business of the Consortium's Board is of critical public importance and must be conducted transparently and with full opportunity for the public to engage with its actions. The Consortium describes its functions as relating to the statewide coordination of incarceration of youth within county juvenile facilities, including: "the development of standardized language and rates for counties who contract with each other for secure youth treatment beds or services; assistance with finding appropriate housing or treatment options for youth ordered by the court into a secure youth treatment facility; and other supports, as funding allows, to ensure high-quality services and programs across the state." The Consortium was brought into being by public

entities and through public funding. Its activities are funded through public tax dollars paid by the counties that are members of the Consortium, and the member counties' chiefs of probation sit on the Consortium's Board of Directors in their official capacity.

Our client, CAYCJ, has a direct interest in knowing about and participating in the business of the Consortium's Board of Directors. CAYCJ is a statewide association of non-profit organizations that work with, and advocate on behalf of, youth and families impacted by the juvenile justice system. The activities of the Consortium's Board-including its coordination of youth incarceration in county facilities and its expenditure of public tax dollars on its activities—are of critical importance to the mission of CAYCJ and its membership.

Under the Consortium's bylaws, contracts executed by the Consortium must be authorized by its Board of Directors, and under the Brown Act this authorization must be made through a publicly noticed and open meeting. It has come to our attention that the Consortium's Board of Directors has entered into the Contract in violation of California's open and public meeting laws under the Brown Act. Such violations include:

- Failing to conduct business through meetings that are open to the public. (Gov. Code, § 54953, subd. (a).)
- Failing to publicly post the time, location, and agenda of any meeting 72 hours in advance of such a meeting, including a description of the items of business to be transacted or discussed. (Gov. Code, §§ 54953 and 54954.2, subd. (a).)
- Failing to publicly report any action taken and the vote or abstention on that action of each member present for the action. (Gov. Code, § 54953 subd. (c)(2).
- For teleconference meetings, failing to take a rollcall vote. (Gov. Code, § 54953 subd. (b)(2).)

Despite the legal obligation of the Consortium's Board to comply with the Brown Act, it has failed to do so. As provided by Government Code Sections 54960(a) and 54960.2(a), any interested person may file an action to determine the applicability of the Brown Act to past actions of a legislative body. The Consortium's Board entered into the Contract without holding a meeting that was open to the public and without publicly posting the time, location, and agenda of any meeting regarding the Contract 72 hours in advance of such meeting. To the extent any meeting occurred, the Consortium's Board failed to publicly report any action taken at such meeting and the vote or abstention on that action of each member present for the action. Additionally, to the extent that the Consortium's Board created separate contracts with the individuals named in the Contract—Elizabeth Siggins, Julie Hovis Francis, and Michael Minor—such contracts were also formed in violation of the above-described sections.

Pursuant to 54960.2(b), you have 30 days from receipt of this demand letter to respond with an unconditional commitment to cease, desist from, and not repeat this past violation. If you fail to respond with an unconditional commitment to cease and desist, or if you fail to take action within 30 days, an action may commence.





Sincerely,

Andrew P. Crousore, Partner

Drew.Crousore@bakermckenzie.com

Scott Frewing, Partner

Scott.Frewing@bakermckenzie.com

Baker & McKenzie LLP

600 Hansen Way

Palo Alto, CA 94304

Erin Palacios, Staff Attorney epalacios@ylc.org

Merelit regutels

Meredith Desautels, Staff Attorney

mdesautels@ylc.org

Youth Law Center

832 Folsom Street, Suite 700

San Francisco, CA 94107

CC: Karen Pank, Agent for Service of Process

County Probation Consortium Partnering for Youth Realignment

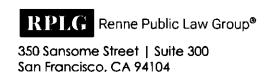
1415 L Street, Suite 780

Sacramento, CA 95814

karen@cpoc.org



Exhibit Z



Amy S. Ackerman Partner 415. 297. 4317 aackerman@publiclawgroup.com

September 8, 2022

Via Email

Kelton Basirico Two Embarcadero Center, Suite 1100 San Francisco, CA 94111

Dear Ms. Basirico,

We received your letter dated January 4, 2023, in which you demand that the County Probation Consortium Partnering for Youth Realignment ("Consortium") cease and desist violating the Brown Act. (Gov. Code § 54950 et. seq.) We have also received a courtesy copy of your First Amended Complaint alleging that the Consortium is in violation of the Brown Act and the Public Records Act (Gov. Code § 7920.000 et seq.) Your letter on January 4 follows your prior letter of August 26, 2022, in which you asserted that the Consortium is subject to the Brown and Public Records Act. We responded to your August letter on September 8, 2022, explaining that the Consortium is not subject to either act.

As we have explained to you previously, the Consortium is a California nonprofit public benefit corporation. It is not a "local agency" as defined by the Brown Act, nor does its Board of Directors qualify as a "legislative body" under the Act. (See Gov. Code §§ 54951, 54952.) While some of the seed money for the Consortium was provided by counties, participation in the Consortium is entirely voluntary. No county has delegated any authority to the Consortium and the Consortium exercises no governmental authority.

Similarly, the Consortium is not a "local agency "subject to the California Public Records Act. As stated above, it is a nonprofit public benefit corporation. It is not a state or local agency, or a local agency as defined in the Act. (See Gov. Code § 7920.510.) Accordingly, it is not subject to the Public Records Act.

As you requested in our meeting on September 30, 2022, the Consortium has provided you with the documents you requested: the Consortium's tax exemption application and attachments, the amount of funding provided by the counties, and the names and membership of the Consortium Committees. Attached to the email sending this letter is the remaining document you requested, the model template for out-of-county secure youth treatment facilities that the Consortium's Board reviewed. As I explained previously, use of the template by counties is optional. Counties are free to use it as is, use with amendments,



February 1, 2023 Page 2

or draft their own contract. As I'm sure you are aware, each county has its own requirements regarding procedures for drafting, reviewing, and approving contracts.

Sincerely,

Amy S. Ackerman

| 1 | California Alliance for Youth and Community Justice v. County Probation Consortium Partnering For Youth Realignment |
|-----|--|
| 2 | Sacramento County Superior Court Case No. 34-2022-00331508-CU-MC-GDS |
| 3 | PROOF OF SERVICE |
| 4 | I, Jennifer Ilas, declare as follows: |
| 5 | I am over the age of eighteen years and not a party to the case. I am employed in the County of Santa Clara, State of California, where the mailing occurs; and my business address is BAKER & McKENZIE LLP , 600 Hansen Way, Palo Alto, CA 94304-1044. |
| 7 | On February 8, 2023, I served a copy of the within document(s): |
| 8 | VERIFIED FIRST AMENDED COMPLAINT FOR INJUNCTIVE AND DECLARATORY RELIEF |
| 9 | on the interested parties in this action by placing a true copy thereof enclosed in sealed envelopes addressed as follows: |
| 11 | Erin Palacios Co-Counsel for Plaintiff Meredith Desautels |
| 12 | YOUTH LAW CENTER 832 Folsom Street, Suite 700 |
| 13 | San Francisco, CA 94107 epalacios@ylc.org |
| 14 | mdesautels@ylc.org |
| 15 | Steve Cikes Attorneys for Defendant Amy Ackerman |
| 16 | PUBLIC LAW GROUP |
| 17 | 350 Sansome Street, Suite 300 San Francisco, CA 94104 |
| 18 | scikes@publiclawgroup.com aackerman@publiclawgroup.com |
| 19 | idar@publiclawgroup.com efile@publiclawgroup.com |
| 20 | cc: Karen Pank, karen@cpoc.org |
| 21 | (BY ELECTRONIC MAIL) I caused said document(s) to be transmitted to the email |
| 22 | àddress(es) to the addressee(s) above, per agreement of the parties. |
| | I declare under penalty of perjury under the laws of the State of California that the above is |
| 23 | true and correct. Executed on February 8, 2023 at Palo Alto, California. |
| 24 | - diens |
| 25 | Jennifer Ilas |
| 26 | |
| 27 | |
| 28 | , |
| - 1 | |

PROOF OF SERVICE