

Agreement No. 17-032

**AGREEMENT FOR TELEPHONE, VISITATION, AND LAW
LIBRARY SERVICES IN THE KINGS COUNTY JUVENILE CENTER**

THIS AGREEMENT is made and entered into as of the 9th day of May, 2017, by and between the County of Kings, a political subdivision of the State of California (hereinafter "County"), and Network Communications International Corporation, doing business as NCIC Inmate Communications, a Texas corporation licensed to do business in California, (hereinafter "Contractor").

RECITALS

WHEREAS, County requires services telephone, visitation, and law library services at the Kings County Juvenile Center ("KCJC"); and

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

NOW, THEREFORE, the Parties mutually agree as follows:

1. SCOPE OF SERVICES

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

2. RESPONSIBILITIES OF CONTRACTOR

A. Contractor possesses the requisite skills necessary to perform the work under this Agreement and County relies upon such skills. Contractor shall, at all times utilizing its ability, experience and talent, faithfully, industriously and professionally perform the work set forth in **Exhibit A** to County's reasonable satisfaction. County's acceptance of Contractor's work does not constitute a release of Contractor from its professional responsibility.

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

B. Contractor affirms that it has reviewed **Exhibit A** and agrees that in its professional judgment, the work can and shall be completed within the maximum amount of costs and time as set forth in this Agreement.

C. To fully comply with the terms and conditions of this Agreement, Contractor shall:

1. Establish and maintain a system of accounts for budgeted funds that complies with generally accepted accounting principles for government agencies. Contractor shall document all costs by maintaining complete and accurate records of all financial transactions associated with this Agreement, including, but not limited to, invoices and other official documentation which sufficiently support all charges under this Agreement.

2. Submit monthly cost reimbursement claims. Documented verification of actual expenditures must support each claim. Reimbursement shall only be for expenditures that directly benefit the County.

3. Retain financial, programmatic, client data and other service records for five (5) years from the date of the end of the contract award or for five (5) years from the date of termination.

3. COMPENSATION

Consultant shall not be entitled to nor receive from County any additional consideration, compensation, or other remuneration for services rendered under this Agreement except that as set forth in **Exhibit B**.

4. METHOD OF PAYMENT

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

5. TIME

Time for performance of this Agreement is of the essence.

6. TIME OF PERFORMANCE

Services shall begin on May 16, 2017, unless otherwise agreed to by the parties in a written amendment to this Agreement. This Agreement shall remain in full force and effect for three (3) years with an option to extend this Agreement for up to two one (1) year extensions for a total of five (5) years, unless otherwise terminated in accordance with its terms.

Work will not begin, nor claims paid for services under this Agreement until all Certificates of Insurance, a Signing Authority Form, By-Laws, Business and Professional Licenses/Certificates, Verification of Non-Profit status, IRS ID number or other applicable licenses or certificates, as required, are on file with County's representative.

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

Contractor understands and agrees that the work performed under this Agreement may be subject to prevailing wage as set forth in the California Labor Code. Contractor further understands and agrees that it shall bear sole responsibility for determining whether the work to be performed hereunder is subject to prevailing wage laws and shall bear sole responsibility for ensuring the enforcement thereof.

In the event the work to be performed hereunder is subject to prevailing wage, Contractor understands and agrees that it shall be required to register with and submit certified payrolls to the Department of Industrial Relations for compliance monitoring.

8. RECORDS AND INSPECTIONS.

Contractor shall maintain full, complete, and accurate records with respect to all matters covered under this Agreement. All such records shall be prepared in accordance with generally accepted accounting procedures, shall be clearly identified, and shall be kept readily accessible. County shall have free access during normal work hours to such records and the right to examine, inspect, copy, or audit them, at no cost to County. Records shall be maintained for seven (7) years after the termination of this Agreement or any extension of this Agreement.

9. AMENDMENTS

This Agreement may be modified only by a written amendment signed by the parties.

10. TERMINATION

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

A. Without Cause. Either party shall have the right to terminate this Agreement without cause by giving the other party thirty (30) calendar days prior written notice of its intention to terminate pursuant to this provision, specifying the date of termination.

B. With Cause. This Agreement may be terminated by either party should the other party materially breach this Agreement. Upon a material breach, the non-defaulting party shall provide written notice to the defaulting party of its intention to terminate this Agreement and allow a period of ten (10) days to cure the breach. If the breach is not remedied within that ten (10) day period, the non-defaulting party may terminate the Agreement on further written notice specifying the date of termination.

Alternatively, County may elect to cure the default and any expense incurred shall be payable by Contractor to County.

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

D. Payment Not to be Construed as Waiver of Breach or Default. In no event shall any payment by County hereunder constitute a waiver by County of any breach of this Agreement or any default which may then exist on the part of Contractor, nor shall such payment impair or prejudice any remedy available to County with respect to the breach or default.

11. INSURANCE

A. Without limiting County's right to obtain indemnification from Contractor or any third parties, prior to commencement of work, Contractor shall purchase and maintain the following types of insurance for minimum limits indicated during the term of this Agreement and provide a Certificate of Endorsement from Contractor's Insurance Carrier guaranteeing such coverage to County. Such Certificate shall be mailed as set forth under the Notice Section of this Agreement. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

1. Commercial General Liability. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) annual aggregate covering bodily injury, personal injury and property damage. The County and its officers, employees and agents shall be endorsed to above policies as additional insured, using ISO form CG 20 26 or an alternate form that is at least as broad as form CG 20 26, as to any liability arising from the performance of this Agreement.

2. Automobile Liability. Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than Two Hundred Fifty Thousand Dollars (\$250,000) per person, Five Hundred Thousand Dollars (\$500,000) per accident and for property damages not less than Fifty Thousand Dollars (\$50,000), or such coverage with a combined single limit of Five Hundred Thousand Dollars (\$500,000). Coverage should include owned and non-owned vehicles used in connection with this Agreement.

3. Workers Compensation. Statutory coverage, if and as required according to the California Labor Code, including Employers' Liability limits of \$1,000,000 per accident. The policy shall be endorsed to waive the insurer's subrogation rights against the County.

4. Professional Liability. One Million Dollars (\$1,000,000) limit per occurrence or claim and Two Million Dollars (\$2,000,000) annual aggregate limit covering Contractor's wrongful acts, errors and omissions. If Contractor has a claims made policy, the policy must be kept in full force and effect for five (5) years after the termination of this Agreement or any extension of this Agreement.

B. Insurance is to be placed with admitted insurers rated by A.M. Best Co. as A:VII or higher. Lower rated, or approved but not admitted insurers, may be accepted if prior approval is given by the County's Risk Manager.

C. Each of the above required policies shall be endorsed to provide County with thirty (30) days prior written notice of cancellation. County is not liable for the payment of premiums or assessments on the policy. No cancellation provisions in the insurance policy shall be construed in derogation of the continuing duty of Contractor to furnish insurance during the term of this Agreement.

12. INDEMNIFICATION

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

B. Other than in the performance of professional services and to the full extent permitted by law, Contractor shall indemnify, defend, and hold harmless County, and any and all of its Board members employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Contractor or by any individual or entity for which Contractor is legally liable, including, but not limited to, officers, agents, employees, or subcontractors of Contractor.

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

D. These indemnification obligations shall survive the termination of this

Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

13. INDEPENDENT CONTRACTOR

A. Contractor is an independent contractor and not an agent, officer or employee of County. The parties mutually understand and agree that this Agreement is by and between two independent contractors and is not intended to, and shall not be construed to create, the relationship of agent, servant, employee, partnership, joint venture or association.

B. Contractor is solely obligated to pay all applicable taxes, deductions and other obligations including, but not limited to, federal and state income taxes, withholding, Social Security, unemployment, disability insurance, Workers' Compensation and Medicare payments.

C. Contractor, with full knowledge and understanding of the foregoing, freely, knowingly, willingly and voluntarily waives the right to assert any claim to any right or benefit or term or condition of employment insofar as they may be related to or arise from compensation paid hereunder.

14. COMPLIANCE WITH LAW

Contractor shall comply with all federal, state and local laws and regulations applicable to its performance, including, but not limited to, licensing, employment and purchasing practices, wages, hours and conditions of employment.

15. CONFIDENTIALITY

Contractor shall not use County confidential information for any purpose other than carrying out Contractor's obligations under this Agreement. Contractor shall prevent unauthorized disclosure of any County confidential information. Contractor shall promptly transmit to County all requests for disclosure of County confidential information.

16. CONFLICT OF INTEREST

Contractor warrants that its employees or their immediate families or Board of Directors or officers have no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any interest, direct or indirect, which conflicts with the rendering of services under this Agreement. Contractor shall employ or retain no such person while rendering services under this Agreement. Services rendered by Contractor's associates or employees shall not relieve Contractor from personal responsibility under this clause.

Contractor has an affirmative duty to disclose to County in writing the name(s) of any person(s) who have an actual, potential or apparent conflict of interest.

17. DRUG FREE WORKPLACE

Contractor warrants that it is knowledgeable of Government Code section 8350 *et seq.* regarding a drug free workplace and shall abide by and implement its statutory requirements.

18. HEALTH AND SAFETY STANDARDS

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

19. NONDISCRIMINATION

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

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

20. ADA COMPLIANCE

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

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

21. SUBCONTRACTORS

Services under this Agreement are deemed to be personal services. Contractor shall not subcontract any work under this Agreement without the prior written consent of County subject to any required state or federal approval.

22. ASSIGNMENT

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

23. UNFORESEEN CIRCUMSTANCES

Contractor is not responsible for any delay caused by natural disaster, war, civil disturbance, labor dispute or other cause beyond Contractor's reasonable control, provided Contractor gives written notice to County of the cause of the delay within ten (10) days of the start of the delay.

24. OWNERSHIP OF DOCUMENTS

County shall be the owner of and shall be entitled to possession of any computations, plans, correspondence or other pertinent data and information gathered by or computed by Contractor prior to termination of this Agreement by County or upon completion of the work pursuant to this Agreement. County's reuse of any such materials on any project other than the project for which they were originally intended shall be at County's sole risk.

No material prepared in connection with the project shall be subject to copyright in the United States or in any other county.

25. NOTICE

Any notice necessary to the performance of this Agreement shall be given in writing by personal delivery or by prepaid first-class mail addressed as follows:

COUNTY:
KINGS COUNTY PROBATION DEPARTMENT
ATTN: LEONARD BAKKER
1424 FORUM DRIVE
HANFORD, CA 93230
EMAIL: LEONARD.BAKKER@CO.KINGS.CA.US

CONTRACTOR:
MARK EDGEcombe
PROJECT MANAGER
30329 CALLE LA REINA
BONSALL, CA 92003
EMAIL: MARK.EDGEcombe@NCIC.COM

If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail, notice is effective as of three (3) days following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

26. NONRENEWAL

Contractor acknowledges that there is no guarantee that County will renew Contractor's services under a new agreement following expiration or termination of this Agreement. Contractor waives all rights to notice of non-renewal of Contractor's services.

27. CHOICE OF LAW

The parties have executed and delivered this agreement in the County of Kings, State of California. The laws of the State of California shall govern the validity, enforceability or

interpretation of this Agreement. Kings County shall be the venue for any action or proceeding, in law or equity that may be brought in connection with this Agreement. Contractor hereby waives any rights it may possess under Section 394 of the Code of Civil Procedure to transfer to a neutral county or other venue any action arising out of this Agreement.

28. SEVERABILITY

If any of the provisions of this Agreement is found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision shall be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole.

29. SURVIVAL

The following sections shall survive the termination of this Agreement: Section 8 Records and Inspections, Section 11 Insurance, Section 12 Indemnification, and Section 15 Confidentiality.

30. MATTERS TO BE DISREGARDED

The titles of the sections, subsections, and paragraphs set forth in this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

31. NO THIRD PARTY BENEFICIARIES.

County and Contractor are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide, any right or benefit, whether directly or indirectly or otherwise, to a third party.

32. ENTIRE AGREEMENT; COUNTERPARTS; CONTRIBUTIONS OF BOTH PARTIES

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

This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

This Agreement represents the contributions of both parties, who are each represented by competent counsel, and it is expressly agreed and understood that the rule stated in Civil

Code section 1654, that ambiguities in a contract should be construed against the drafter, shall have no application to the construction of the Agreement.

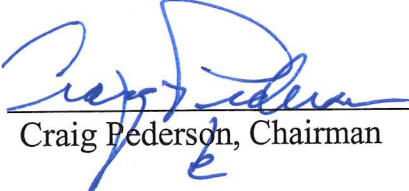
33. AUTHORITY

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

IN WITNESS WHEREOF the parties have executed this Agreement the day and year first written above.

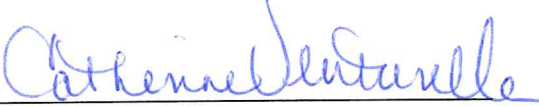
COUNTY OF KINGS

NCIC Inmate Communications

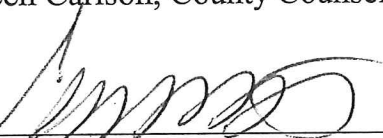
By: 
Craig Pederson, Chairman

By: , President
(Name and Title)

ATTEST:


Catherine Venturella, Clerk to the Board

APPROVED AS TO FORM:
Colleen Carlson, County Counsel

By: 
Carrie R. Woolley, Deputy County Counsel

Exhibits/Attachments:

- Exhibit A:** Scope of Work
- Exhibit B:** Fees
- Exhibit C:** Kings County ADA Grievance Procedures

EXHIBIT A

Scope of Work NCIC Inmate Communications

1) Telephone Service and Video Conferencing Requirements

NCIC shall provide six (6) telephone units in the KCJC for use by wards detained therein for the purpose of making and receiving calls and two (2) mobile units with the ability to provide video conferencing as needed. NCIC will work in accordance with KCJC's needs to ensure that all hardware and associated software is provided to meet the needs of Probation and wards. Telephone units and mobile visitation stations will have a rugged, corrections-grade handset cord length of no longer than 12 inches or any other length as required by regulations promulgated by the Board of State and Community Corrections ("BSCC").

a) Recording, storage and access to system calls and associated data

The Inmate Call Engine provided by NCIC will be configured in a fashion that allows for automatic recording and storage of all ward telephone calls placed from KCJC. Probation will be provided with access to the fully web-based, easy-to-use interface through which authorized users can be monitor calls (either live or after the call has completed), access call details and data, and download/export call recordings and associated data.

b) Warning message for call recordings and video conferences

The Inmate Call Engine will be configured at KCJC to automatically record and store all phone calls and video sessions from the facility – except for any calls/video sessions flagged as client-attorney privileged ("Do Not Record.") For all calls/video sessions that are recorded, both the ward and the called party will hear a warning message or see an on-screen note stating that the call/video session may be monitored or recorded.

c) User access for Ward telephone system

The Inmate Call Engine will be configured for KCJC in a manner that allows for full scalability for authorized users at the facility. Staff will be thoroughly trained on system functionality (both during deployment but also ongoing on an as-needed basis) such that staff can easily manage ward accounts, allow destination phone number lists, prepaid accounts associated with each ward, calling/visiting schedules and restrictions, account suspensions, and a range of other uses.

d) Ward account funding methods

NCIC will provide a fully functional deposit kiosk for placement in the lobby of KCJC to allow friends and families of wards to easily deposit funds into the ward's account for use with the resident phone system or commissary account. The NCIC kiosks will accept cash, credit, and debit cards and transfer funds in real-time to the appropriate ward account. The back-end accounting system will allow for complete visibility of transaction activity and provide detailed reports to assist in the reconciliation of accounts. Additionally, NCIC will provide both phone and web-based account funding options to ensure that friends and family have a range of options to fund accounts and maximize opportunities for wards to connect with their loved ones.

e) Three-way call detection/prevention

NCIC's patented three-way call detection methodology will be provided at no cost to KCJC as part of the overall system offering. KCJC will be provided with the options to either detect and terminate any detected three-way call, or simply detect and flag for later review,

allowing the call to continue. The Inmate Call Engine will play a greeting to both parties advising that a three-way call has been detected, and/or that the call will be terminated; such message can be customized to the needs of KCJC. Call collusion prevention features are also available via the visitation units to be provided to KCJC.

f) Video conferencing

NCIC will provide, at no cost to the County of Kings, the required number of video conferencing units for use by the wards. Such services will be completely secure and subject to the same levels of scheduling and security configurations as the ward telephone system. All visitation sessions can be stored online for the life of the agreement or as needed by the County of Kings. The mobile devices for providing video conferencing services are also able to be configured to provide a range of other services for wards at KCJC, such as commissary ordering, grievance submission, law library access, facility rules/handbook, etc.

g) Regulatory compliance

NCIC will operate with complete transparency at KCJC, charging a low per-minute rate as approved by the County of Kings and in conformance with any applicable regulations as promulgated by the FCC or any other local, State, or Federal agency having jurisdiction of this subject matter. This includes, but is not limited to, the lack of connection fee/surcharge assessed by NCIC and fee caps as implemented by the FCC or any other relevant agency for all deposit methods. Changes to approved fees or calling rates will only occur upon written amendment to this agreement or prior to said agreement taking effect if the FCC or any other relevant agency implements immediate changes that must be implemented before an amendment can be drafted and approved by the County. NCIC will stay abreast of all proceedings at the FCC level and proactively advise the County of any pertinent changes that need to be addressed in order to remain compliant.

h) Free call configurations

The Inmate Call Engine provided by NCIC will be configured in a fashion that allows authorized users to designate free calls for wards, as needed. Free call designations can be based on specific ward identity, ward phone station, destination phone number, and a variety of parameters can be applied to free call allowances, such as time of day, free call durations, free call limits, etc.

i) Technical and customer support

NCIC will provide the County of Kings with designated technical and customer support on a 24x7x365 basis. The telephone system platform will be configured to allow for trouble tickets to be submitted directly from within the system by authorized users, and the facility/County personnel will have access to a designated support email and toll-free customer service line through which to submit requests. As part of the overall system installation, NCIC will provide an escalation matrix and list of company contacts that can be leveraged by County and facility staff.

j) Disconnection of calls and video conferences

NCIC will configure the ward phone and video conferencing system in a manner that allows KCJC staff to quickly and easily shut off ward telephone calls or video conferences in the event of a concern or security breach. Such system control shall be available in real-time through designated computer workstations and can be based on single ward phone/visitation units, housing areas as a whole, or the entire facility. Such control shall be configurable to either shut off the call/visit immediately or after the current call/visitation session is completed.

2) Law Library Services

NCIC will provide a single, portable, unit for use at the KCJC to allow wards to access law library services. The cost of services, including, but not limited to, maintenance of the unit, shall be exclusively borne by NCIC. Access to law library services shall include all California statutes, regulations, rules, codes, case law (legal decisions), and secondary sources such as legal practice guides or summaries.

RATES, FEES AND COMMISSION

ITS Calling Rates			
Call Type	Collect	Pre-Paid Collect	Debit
	Per Minute Rate	Per Minute Rate	Per Minute Rate
Local	\$0.25	\$0.21	\$0.21
Intralata/Intrastate	\$0.25	\$0.21	\$0.21
Interlata/Intrastate	\$0.25	\$0.21	\$0.21
Interlata/Interstate	\$0.25	\$0.21	\$0.21
Domestic International	\$0.25	\$0.21	\$0.21
International	\$0.50	\$0.50	\$0.50
Proposed Commission Amount:		25% Gross Revenue for the initial term (first 3 years). 40% Gross Revenue for each subsequent renewal period.	

ITS Allowed Fees	
Approved Charge/Fee Name	Amount
Pre-Paid Funding Fee (Automated):	\$3.00
Pre-Paid Funding Fee (Live Representative):	\$5.95
Pre-Paid Funding Fee via Cash, Money Order or Check:	\$0.00
Pre-Paid Funding Fee via Third Party (i.e. MoneyGram, Western Union, etc.):	No Markup
MoneyGram:	\$4.99
Western Union:	\$6.50
Other Third Party:	N/A
Federal Universal Service Fund Fee:	17.4% (Varies Quarterly)
Applicable Required Taxes:	Vary (Pass-Through/No Markup)
All Other Fees:	Not Allowed

Exhibit C

County of Kings

2016 ADA Self-Evaluation

Kings County ADA Grievance Procedure

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

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

NOTE: Discrimination complaints by applicants for, and recipients of, public benefits administered by the County are handled by the Human Services Agency, pursuant to state law and the Human Services Agency's Administrative policy and Procedure No. 23. Notice of this fact is provided to all applicants and recipients. For more information, please contact the Program Manager/Civil Rights Coordinator for the Human Services Agency at 559.852.2201. If you submit a complaint to the ADA Coordinator that should be directed to the Human Services Agency, your complaint will be forwarded to the Human Services Agency, and will be deemed received by the Human Services Agency upon actual receipt by it for purposes of the filing and response deadlines stated in Policy and procedure No. 23. Please also note that the County's Personnel Rules govern employment related complaints of disability discrimination. Please refer to section 10200 to 10250 of the Personnel Rules regarding the County's grievance procedure, as well as Chapter 14 of the Personnel Rules regarding discrimination complaints. The process described in either part may be relied upon to make a complaint of disability discrimination.

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

Exhibit C

County of Kings

2016 ADA Self-Evaluation

The complaint should be submitted by the complainant and/or his/her designee as soon as possible, but not later than 60 calendar days after the alleged violation to:

Kevin McAlister, ADA Coordinator
County Government Center
1400 West Lacey Blvd.
Hanford, CA 93230

If this complaint is being made on behalf of someone other than me, that person's contact information is:

My complaint relates to circumstances that occurred:

- a) On the following date:
- b) At the following location:

My complaint is as follows:

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

West's Annotated California Codes
Welfare and Institutions Code (Refs & Annos)
Division 2. Children
Part 1. Delinquents and Wards of the Juvenile Court
Chapter 2. Juvenile Court Law (Refs & Annos)
Article 23. Wards and Dependent Children--Juvenile Halls (Refs & Annos)

West's Ann.Cal.Welf. & Inst.Code § 873

§ 873. Store; establishment and operation; Ward Welfare Fund; expenditures

Currentness

(a) Upon approval of the board of supervisors of a county, the chief probation officer of the county may establish, maintain, and operate a store in connection with the juvenile hall or other county juvenile facilities and for this purpose may purchase goods, articles and supplies, including, but not limited to, confectionery, snack foods and beverages, postage and writing materials, and toilet articles and supplies, and may sell these goods, articles, and supplies for cash to wards and detainees confined in the juvenile hall or other county juvenile facilities.

(b) The sale prices of the articles offered for sale at the store shall be fixed by the chief probation officer. Any profit shall be deposited in a Ward Welfare Fund which shall be established in the treasury of the county, if a store is established pursuant to subdivision (a).

(c) There shall also be deposited in the Ward Welfare Fund, if any, 10 percent of all gross sales of confined minor hobbycraft.

(d) There shall be deposited in the Ward Welfare Fund, if any, any money, refund, rebate, or commission received from a telephone company or pay telephone provider when the money, refund, rebate, or commission is attributable to the use of pay telephones which are primarily used by confined wards or detainees while incarcerated.

(e) The money and property deposited in the Ward Welfare Fund shall be expended by the chief probation officer primarily for the benefit, education, and welfare of the wards and detainees confined within the juvenile hall or other county juvenile facilities. Any funds that are not needed for the welfare of the confined wards and detainees may be expended by the chief probation officer at his or her sole discretion for the maintenance of county juvenile facilities. Maintenance of the juvenile hall or other county juvenile facilities may include, but is not limited to, the salary and benefits of personnel used in the programs to benefit the confined wards and detainees including, but not limited to, education, drug and alcohol treatment, welfare, library, accounting, and other programs deemed appropriate by the chief probation officer.

(f) The operation of a store within any other county juvenile detention facility which is not under the jurisdiction of the chief probation officer shall be governed by the provisions of this section, except that the board of supervisors shall designate the proper county official to exercise the duties otherwise allocated in this section to the chief probation officer.

(g) The treasurer may, pursuant to Article 1 (commencing with Section 53600), or Article 2 (commencing with Section 53630), of Chapter 4 of Part 1 of Division 2 of Title 5 of the Government Code, deposit, invest, or reinvest any part of the Ward Welfare Fund, in excess of that which the treasurer deems necessary for immediate use. The interest or increment accruing on these funds shall be deposited in the Ward Welfare Fund.

§ 873. Store; establishment and operation; Ward Welfare..., CA WEL & INST § 873

(h) The chief probation officer may expend money from the Ward Welfare Fund to provide indigent wards and detainees, prior to release from the juvenile hall, any county juvenile facility, or other juvenile detention facility under the jurisdiction of the chief probation officer, with essential clothing and transportation expenses within the county or, at the discretion of the chief probation officer, transportation to the minor's county of residence, if the county is within the state or 500 miles from the county of incarceration. This subdivision does not authorize expenditure of money from the Ward Welfare Fund for the transfer of any ward or detainees to the custody of any other law enforcement official or jurisdiction.

Credits

(Added by Stats.1997, c. 125 (S.B.590), § 1.)

West's Ann. Cal. Welf. & Inst. Code § 873, CA WEL & INST § 873
Current with urgency legislation through Ch. 4 of 2017 Reg.Sess

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