



Chair
Supervisor Carole Groom

1100 "K" Street, Suite 101/Sacramento, CA 95814/ (916) 327-7531 email: UCC@urbancounties.com

AGENDA

Urban Counties of California **Board of Directors Meeting**

Thursday, June 6, 2019 ■ 3 p.m.

Conference Call Procedures:

1. Dial the Access Number – 1.515.603.3124
2. Enter our six-digit ACCESS CODE followed by the # sign: 939756#
3. Participants will hear music until UCC staff have established the call. When the leader leaves a call, the conference is terminated.

**Please do not place the conference call on HOLD.
Many phone systems play background music while on hold,
which makes it difficult for members to hear what is being said.**

- I. **Call to Order**
- II. **Roll Call of Counties**
- III. **Approval of Minutes**
- IV. **Update from Los Angeles County Mark Ridley-Thomas on Statewide Homelessness Task Force**
IV-A: Overview memo
- V. **Presentation of 2019-20 UCC Budget – ACTION ITEMS**
V-A. 2019-20 Budget Details
V-B. Proposed contract extension for Hurst Brooks Espinosa, LLC
- VI. **Update on UCC Transition**
- VII. **State Budget Update**

Board of Directors: Chair: Supervisor Carole Groom, San Mateo County **Vice Chair:** Supervisor Kelly Long, Ventura County, **Treasurer:** Emily Harrison, Finance Director, Santa Clara County **Members:** Supervisor Keith Carson, Alameda County; Supervisor Federal Glover, Contra Costa County; Supervisor Ernest Mendes, Fresno County; Supervisor Mark Ridley-Thomas, Los Angeles County; Supervisor Lisa Bartlett, Orange County; Supervisor Chuck Washington, Riverside County; Supervisor Susan Peters, Sacramento County; Supervisor Nathan Fletcher, San Diego County; Supervisor Curt Hagman, San Bernardino County; Vacant, San Francisco County; Supervisor Bob Elliott, San Joaquin; Supervisor Susan Ellenberg, Santa Clara County

VIII. Legislative Update

VIII-A. Informational memo and UCC Active Bill Report

IX. Proposals for June 24 Meeting Agenda

X. Public Comment

XI. Adjournment

Our next meeting is scheduled for Monday, June 24 by conference call. At that time, we will provide the UCC Board with an update on the state budget and any other items of consequence.

Board of Directors: Chair: Supervisor Carole Groom, San Mateo County **Vice Chair:** Vacant, San Bernardino County **Treasurer:** Emily Harrison, Finance Director, Santa Clara County **Members:** Supervisor Keith Carson, Alameda County; Supervisor Federal Glover, Contra Costa County; Supervisor Ernest Mendes, Fresno County; Supervisor Mark Ridley-Thomas, Los Angeles County; Supervisor Lisa Bartlett, Orange County; Supervisor Chuck Washington, Riverside County; Supervisor Susan Peters, Sacramento County; Supervisor Nathan Fletcher, San Diego County; Vacant, San Francisco County; Supervisor Bob Elliott, San Joaquin; Supervisor Susan Ellenberg, Santa Clara County; Supervisor Kelly Long, Ventura County



Chair
Supervisor Carole Groom

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**UCC Board of Directors' Meeting
Summary
April 24, 2019**

Alameda: Supervisor Keith Carson, Amy Costa, Susan Muranishi
Contra Costa: Supervisor John Gioia (Alternate), David Twa, Lara DeLaney
Fresno: Supervisor Buddy Mendes, Jeannie Figueroa
Los Angeles:
Orange: Supervisor Lisa Bartlett, Peter DeMarco, Nicole Wordelman, Steve Wallauch
Riverside: Supervisor Chuck Washington, Douglas Ordonez
Sacramento: Supervisor Susan Peters, Natasha Karl
San Bernardino: Supervisor Susan Rutherford (Alternate), Josh Candelaria, Nicole Wordelman, Steve Wallauch
San Diego: Geoff Patnoe (Alternate), Helen Robbins Meyer, Tiffany Anderson, Denise Becerra
San Francisco:
San Joaquin: Supervisor Bob Elliott, Jolena Voorhis
San Mateo: Supervisor Carole Groom, Connie Juarez-Diroll
Santa Clara: Michael Rattigan, Danielle Christian
Ventura: Supervisor Kelly Long, Sue Hughes
UCC: Elizabeth Espinosa, Jean Hurst, Kelly Brooks, Grace Ferguson
Sponsors: Barclays: Ahmad Thomas, Jane Lephram
Citigroup: Chris Mukai, Alex Zaman, Debra Sanders
HdL: Tim Cromartie, LaShanda Smith
Kaiser Permanente: Kirk Kleinschmidt
PARS: Maureen Toal

I. Call to Order

UCC Chair Supervisor Carole Groom convened the meeting and called the members to order.

II. Roll Call of Counties

There were eight supervisors, three alternates and 12 counties represented at this meeting.

III. Approval of Minutes from the March 25, 2019 UCC Board Meeting – APPROVED

The March 25, 2019 minutes were approved and below is the vote count:

Member	County	Yes	No	Absent	Not Voting
Supervisor Groom, Chair	San Mateo	X			
Supervisor Kelly Long, Vice-Chair	Ventura	X			
Supervisor Carson	Alameda	X			
Supervisor Gioia (Alternate)	Contra Costa	X			
Supervisor Mendes	Fresno	X			
Supervisor Ridley- Thomas	Los Angeles			X	
Supervisor Bartlett	Orange	X			
Supervisor Washington	Riverside	X			
Supervisor Peters	Sacramento	X			
Supervisor Rutherford (Alternate)	San Bernardino	X			
Geoff Patnoe (Alternate)	San Diego	X			
Vacant	San Francisco			X	
Supervisor Elliott	San Joaquin				X
Supervisor Ellenberg	Santa Clara			X	
Vote Total		10		3	1

IV. Recognition of UCC Sponsors

Supervisor Groom took a moment to recognize and thank our valued Sponsors whose generous contributions enable UCC to host such wonderful dinner receptions throughout the year. These events provide an opportunity and the space to network, mingle and get to know one another better.

V. Proposed Update on UCC Water Policy – Action Item -- APPROVED

V-A Memo and Background

At the UCC Board of Directors’ meeting in November 2018, San Joaquin County Supervisor Elliott requested a change to the Urban Counties of California water policy.

Background

At the UCC Key Staff Meeting in 2017, the County of Fresno requested that UCC consider adopting a water policy. It was recommended, and the Board subsequently approved, that UCC adopt the CSAC water policy, as that document was deemed to be appropriately thorough and vetted to meet the urban county association’s needs.

Proposed Amendment

At the request of Supervisor Bob Elliott, the UCC Board considered a proposed amendment to the water policy. In the section titled “Water Conservation” the proposed change would eliminate a single sentence regarding fallowing of agricultural land.

Staff noted they did reach out to counties with a particular interest in water issues, and no concerns were raised regarding the proposed change.

The Board voted and approved the change to the water policy as proposed and below is the vote count:

Member	County	Yes	No	Absent	Not Voting
Supervisor Groom, Chair	San Mateo	X			
Supervisor Kelly Long, Vice-Chair	Ventura	X			
Supervisor Carson	Alameda	X			
Supervisor Gioia (Alternate)	Contra Costa	X			
Supervisor Mendes	Fresno	X			
Supervisor Ridley- Thomas	Los Angeles			X	
Supervisor Bartlett	Orange	X			
Supervisor Washington	Riverside	X			
Supervisor Peters	Sacramento	X			
Supervisor Rutherford (Alternate)	San Bernardino	X			
Geoff Patnoe (Alternate)	San Diego	X			
Vacant	San Francisco			X	
Supervisor Elliott	San Joaquin	X			
Supervisor Ellenberg	Santa Clara			X	
Vote Total		11		3	

VI. State Budget Update

Tax Day was April 15th and staff has been tracking state tax revenue daily. State revenues are looking good for the 2019-20 Budget. The May Revision is anticipated to be released on or near May 14th, and budget subcommittees will be complete in the next couple of weeks. The Budget Conference Committee will follow to reconcile differences between the two houses' versions of the budget.

VI-A. IHSS

Staff reported that both houses have heard the Governor's proposal. In addition, they heard a stakeholder proposal from the United Domestic Workers that would tie the Governor's budget proposal to reduce the annual IHSS inflator from 7% to 4% to whether or not a county has a bargaining agreement in place. There are a number of counties without agreements and a number of counties that pay minimum wage. Staff will be following this issue closely during the May/June budget negotiations. There is a decent likelihood the Administration pushes back this year; however, if counties do not bargain and come to an agreement this time next year, it will be a conversation to be had.

VI-B. Homelessness/Affordable Housing

Talks continue behind the scenes with the Legislature, legislative staff, and the Administration and the January proposals will likely be modified in the May Revision.

VI-C. Child Support

Both the Assembly and Senate houses have heard the Child Support item. The LAO had somewhat of a critical analysis on the proposal and pushed back on the new funding methodology as to whether or not it should be codified. They were also critical about a report that the Department of Child Support is required to provide to the Legislature by July 1 about further efficiencies in the child support program, essentially saying it might make sense to wait to give counties additional resources to see what the efficiencies will look like. The sense is that the Legislature wants to give funding to counties but we may see some Trailer Bill Language on reporting requirements.

VI-D. Property Tax Backfill

Staff reported that most urban counties have reported to the Department of Finance on estimated losses due to the impact of the fires, and we anticipate costs and reimbursement for debris removal to be included in the May Revision. UCC is on record supporting this proposal, and a hearing on this issue in subcommittee is up next week.

VII. Legislative Update

Wildfire Task Force Report: The Administration released a Wildfire Task Force report listing a number of items for the Legislature to consider. Governor Newsom has an ambitious timeframe, and wants the Legislature to send him proposals by this summer, so things will be moving rapidly.

Mental Health Services Act (MHSA): There continues to be a lot of legislative interest on this issue, particularly the fact that counties have unspent reserve funds. Quiet conversations have been taking place on whether to go forward and put something on the ballot in 2020. Staff noted that Darrell Steinberg has suggested that the state should re-think how much money goes into prevention vs. intervention. Right now it's 20% towards prevention and 80% intervention services, and he suggested the percentages be flipped. This will be part of a longer conversation that takes place over the next year or so, as it will take some time to sort through.

VIII. *Focused Discussion: Next Steps for UCC – Executive Work Session for UCC Supervisors and Alternates Only

IX. Proposals for Next Month's Meeting Agenda

X. Public Comment

There were no public comments made.

XI. Adjournment

Our next meeting will be held on **June 6th at 3:00PM** via conference call.

Item IV-A: Statewide Task Force on Homeless and Supportive Housing

May 31, 2019

TO: Urban Counties of California (UCC) Board of Directors

FROM: Hurst Brooks Espinosa

RE: **Update on Statewide Task Force on Homeless and Supportive Housing**

At an event in Alameda County on May 21, Governor Gavin Newsom announced the appointment Los Angeles County Supervisor Mark Ridley-Thomas and Sacramento Mayor Darrell Steinberg to co-chair the newly formed Homeless and Supportive Housing Advisory Task Force. UCC is gratified that Supervisor Ridley-Thomas will present to the UCC Board of Directors during its June 6 meeting to discuss the task force, its objectives, and how UCC can support its efforts.

It is quite significant that with the joint appointment of a county supervisor and a city mayor to lead this statewide effort, the Governor is recognizing the vital role counties play in addressing homelessness. As stated in his press release that accompanied these recent appointments, the Governor said: "Homelessness is a matter of statewide concern most efficiently and effectively addressed at the local level through deep regional collaboration."

In his capacity as both a state and local elected leader, Supervisor Ridley-Thomas has dedicated himself to finding solutions to addressing the complex and growing societal concern that is the state's homelessness and housing affordability problem. Following his appointment to co-chair the Task Force, Supervisor Ridley-Thomas offered the following:

"I look forward to partnering with California Governor Gavin Newsom, Sacramento Mayor Darrell Steinberg, and other members of this Task Force to ensure that the State of California steps up its efforts in confronting the defining civic and moral crises of our time. It is time for all levels of government to intensify our efforts, and take urgent and swift action to combat homelessness."

UCC congratulates Supervisor Ridley-Thomas' appointment and look forward to his presentation to the Board of Directors regarding the ways in which the statewide task force will approach its work and how urban counties can help inform their assessment and deliberations.

Item V-A: Proposed UCC 2019-20 Budget

June 3, 2019

TO: UCC Board of Directors

FROM: Jean Hurst and Elizabeth Espinosa
Hurst Brooks Espinosa

RE: **Proposed UCC 2019-20 Budget – ACTION ITEM**

PROPOSED ACTION: Approve proposed UCC 2019-20 budget.

Background

Staff has prepared the attached proposed 2019-20 budget for the Urban Counties of California. This budget represents a status quo budget; any changes the Board considers to the structure of the organization will necessitate additional review and amendment.

The proposed 2019-20 UCC budget is balanced with estimated revenues of \$539,000 and estimated expenditures of \$441,000. These totals incorporate corporate sponsorships (which are accounted for separately) of \$21,000; corporate sponsorship funds are used exclusively for the UCC receptions held during the two in-person UCC Board meetings at the CSAC Legislative Conference and the CSAC Annual Meeting. UCC enjoys the support of six corporate sponsors: Barclays, CitiGroup, HdL Companies, Kaiser Permanente, LexisNexis VitalChek, and Public Agency Retirement Services (PARS).

Membership dues have been maintained at the same level since 2007.

At the end of 2019-20, we estimate that UCC's Trust Fund Account (the organization's reserve) will have a balance of an estimated \$915,000. Costs associated with a part-time temporary assistant who currently provides 25 hours per week of assistance are paid for from the Trust Fund Account. The estimated reserve amount minus expenses represents more than 200% of estimated 2019-20 expenditures.

Note that costs associated with the HBE contract are incorporated into salaries and benefits for year-over-year comparison purposes. These costs are comparable to the salary and benefit costs of the former Executive Director. (We've included the former Executive Director's final vacation buyout in a separate line in 2018-19 so as to not artificially increase salaries and benefits and allow for year-over-year comparisons.)

Key UCC Budget Details – 2019-20 Proposed Budget

Membership Dues

Dues are \$37,000 per county per year and have not been increased since 2007. Two counties – Fresno and San Joaquin – joined in 2017.

Corporate Sponsorships

This item reflects revenues of \$3,500 per sponsor; UCC currently has six sponsors for 2019: Barclays, Citigroup, HdL Companies, Kaiser Permanente, Lexis Nexis Vital Chek, and PARS.

Salaries and Benefits

UCC contracts with CSAC to provide payroll, retirement benefits, health care and other services. The retirement costs are averaging 35% of salaries for the two permanent, full-time employees. There is a slight increase in this line-item due to increased costs of health care. (*Note: We've incorporated contract costs associated with the HBE contract here.)

ED Vacation Buyout

These one-time costs reflect the final compensation for the prior Executive Director.

CSAC Administration

CSAC charges a 5% administrative charge for providing payroll services. The fee is based on the total salaries and benefits for the two UCC employees and is paid monthly.

Rent

Rent is slated to increase this year by 3% under the terms of our lease with CSAC, which is set to expire in August 2020. UCC's lease agreement includes the office suite on the 2nd floor and the 1st floor cubicle occupied by the temporary employee.

Phone/Cable

These costs include office phone lines, conference calls, internet service, efax, cable TV with access to Cal Channel's Capitol channels, and cell phone.

Travel and Expenses

This category covers any travel for the Executive Director and the Executive Assistant, including costs for travel to the conferences as well as in-town expenses such as parking, in-town meals, and assorted catering expenses for meetings (e.g., weekly breakfast meetings for urban county advocates).

Bill Room

UCC has a subscription to the Legislative Bill Room to provide Daily Files and copies of bills, as needed. This expenditure item also includes various subscriptions including Budget Track, Capitol Morning Report, and other subscriptions.

Equipment

This category covers IT support and office equipment as needed.

Accounting/FPPC

Accounting costs will reflect an increase in the 2019-20 budget due to contracting with an outside firm for FPPC reporting.

Miscellaneous

This item includes the cost for office insurance, website maintenance, and office furniture.

Capitol Track

This item reflects costs associated with Capitol Track, the proprietary bill tracking system UCC uses.

Corporate Expenses

This item reflects expenses paid for by our corporate sponsors (accounted for separately) associated with two events hosted by UCC each year (at the CSAC Legislative Conference and CSAC Annual Meeting).

Trust Fund Account (Reserve)

This item reflects UCC's reserve account and the expenditures paid for out of the reserve, which includes costs associated with the temporary employee.

**Urban Counties of California
Proposed Budget 2018-19**

	Budget 2016-17	Actual 2016-17	Budget 2017- 18	Actual 2017-18	Projected Budget 2018-19	Proposed Budget 2019-20
Revenues						
Membership Dues	444,000	444,000	518,000	518,000	518,000	518,000
Corporate Sponsorships	14,000	14,000	19,250	19,250	21,000	21,000
Total Revenues	\$458,000	\$458,000	\$537,250	\$537,250	\$539,000	\$539,000
Expenditures						
Salaries/Benefits	328,000	338,000	333,000	349,000	340,000	345,000
ED Vacation Buyout					28,122	
CSAC Admin	17,500	17,566	17,850	18,058	18,134	18,500
Rent	16,470	16,807	17,427	17,178	17,600	18,128
Phone/Cable	6,500	6,719	6,700	7,219	5,500	7,300
Travel and Expenses	18,000	16,019	14,000	14,420	15,000	12,000
Printing	1,500	1,296	1,500	1,389	1,500	1,500
Bill Room	2,000	1,613	2,000	2,000	2,000	2,000
Supplies	2,600	1,514	2,600	2,000	2,600	3,000
Equipment	5,000	1,000	5,000	959	5,000	5,000
Accounting/FPPC Reporting	1,250	1,420	1,335	1,425	1,425	2,500
Capitol Track	3,600	3,683	3,600	2,412	3,600	3,000
Miscellaneous	2,000	2,467	2,000	2,000	2,000	2,000
Corporate Expenses (Separate Account)	14,000	14,000	17,500	19,250	17,500	21,000
Total Expenditures	\$418,420	\$422,104	\$424,512	\$437,310	\$459,981	\$440,928
Profit/(Loss)	\$39,580	\$35,896	\$112,738	\$99,940	\$79,019	\$91,542
Interest Income	4,000	4,258	4,000	5,943	5,000	5,500
Year End Amount in Trust Fund Account (Reserve)	\$804,784	\$740,257	\$847,949	\$819,934	\$874,945	\$945,987
Temp Salary	18,000	18,000	22,000	27,819	26,000	30,000
Murphy Austin (RFQ)	7,411	8,954		1,189		
Total Trust Fund	\$779,373	\$731,211	\$825,949	\$790,926	\$848,945	\$915,987
Total Proposed Budget Approved by UCC Board	\$419,000		\$425,000		\$435,000	\$441,000

Item V-B: Proposed Contract Renewal for HBE

To: UCC Board of Directors

From: Josh Candelaria
UCC Manager

Re: Hurst Brooks Espinosa Contract Renewal – ACTION ITEM

On February 11, 2019, UCC retained Hurst Brooks Espinosa (HBE) to provide state legislative services until June 11, 2019, at \$10,500 per month. This contract award was the direct result of a competitive Request for Proposal process. The contract with HBE provides the option to extend the term in 30-day increments.

HBE's principals have nearly 60 years of collective experience in county advocacy and association management. Their extensive experience with county fiscal and policy issues, strong relationships with members of the Legislature and staff, as well as their collaborative approach to legislative advocacy have been instrumental in raising the profile of the Association during the transition period.

Over the last several months, HBE has collaborated with urban counties and other county associations to advance UCC's legislative and budget priorities, advocated UCC's priorities in the Capitol, provided staff support for UCC Board of Director's meetings, and developed a list of recommendations regarding next steps for the UCC Board of Directors' consideration. These recommendations were provided in April at UCC Board of Directors' workshop, where the Board provided direction to move forward on a number of items related to modernizing UCC's operational practices, increase UCC's brand marketing, and work with the Ad Hoc Committee to refine UCC's goals and objectives and assist with the recruitment of a new Executive Director.

Several items, including assisting with the implementation of the transition, were not contemplated when the original scope of work was approved by the Board. As a result, the scope of work will need to be amended and HBE's contract will need to be increased to reflect the additional responsibilities.

Staff is recommending the contract be extended until October 31, 2019 (through the end of the 2019 legislative session,) the scope of work be amended to reflect the additional task the Board directed HBE to move forward on during the April workshop, and the contract be increased from \$10,500 per month to \$12,000 per month.

The contract renewal with proposed revisions is attached.

AGREEMENT BETWEEN URBAN COUNTIES OF CALIFORNIA AND HURST, BROOKS, ESPINOSA LLC

This Agreement is entered into this ~~8th~~ 11th day of February, 2019, between the Urban Counties of California (UCC), hereinafter called "UCC," and Hurst Brooks Espinosa LLC, hereinafter called "Contractor."

* * *

Whereas, under the UCC By-Laws it may contract with independent contractors for various services; and

Whereas, it is necessary and desirable that Contractor be retained for the purpose of state legislative advocacy services.

Now, therefore, it is agreed by the parties to this Agreement as follows:

1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A—Services

Exhibit B—Payments and Rates

Services to be performed by Contractor

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for UCC in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

2. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, UCC shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. UCC reserves the right to withhold payment if UCC determines that the quantity or quality of the work performed is unacceptable. In no event shall UCC's total fiscal obligation under this Agreement exceed \$10,500 per month. In the event that the UCC makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the UCC at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

3. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from February 11, 2019, through June 11, 2019, with the option to extend, if agreed to by both parties, to 30-day increments.

4. Termination

This Agreement may be terminated by Contractor or by the UCC Manager or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Subject to availability of funding. Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

UCC may terminate this Agreement for cause. In order to terminate for cause, UCC must first give Contractor notice of the alleged breach. Contractor shall have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, UCC may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that UCC provides notice of an alleged breach pursuant to this section, UCC may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. UCC has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and UCC shall use reasonable judgment in making that determination.

5. Contract Materials

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of UCC and shall be promptly delivered to UCC. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

6. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of UCC and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of UCC employees.

7. Hold Harmless

a. General Hold Harmless

Contractor shall indemnify and save harmless UCC and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

- (A) injuries to or death of any person, including Contractor or its employees/officers/agents;
- (B) damage to any property of any kind whatsoever and to whomsoever belonging;
- (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or
- (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of UCC and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which UCC has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

8. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of UCC. Any such assignment or subcontract without UCC's prior written consent shall give UCC the right to automatically and immediately terminate this Agreement without penalty or advance notice.

9. Insurance

a. General Requirements

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by UCC, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish UCC with certificates of insurance evidencing the required coverage,

and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to UCC of any pending change in the limits of liability or of any cancellation or modification of the policy.

b. Workers' Compensation and Employer's Liability Insurance

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

c. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

- (a) Comprehensive General Liability... \$1,000,000

UCC and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to UCC and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the UCC or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, UCC, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

10. Compliance With Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, UCC, and municipal laws, ordinances, and regulations, including but

not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or UCC financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, UCC, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

11. Non-Discrimination and Other Requirements

a. General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

b. Equal Employment Opportunity

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to UCC upon request.

c. Section 504 of the Rehabilitation Act of 1973

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

d. Discrimination Against Individuals with Disabilities

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of

disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

e. History of Discrimination

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide UCC with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the UCC.

f. Reporting; Violation of Non-discrimination Provisions

Contractor shall report to the UCC Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the UCC Manager, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a UCC contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the UCC Manager.

To effectuate the provisions of this Section, the UCC Manager shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and UCC.

12. Retention of Records; Right to Monitor and Audit

- (a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after UCC makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by UCC, a Federal grantor agency, and the State of California.
- (b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by UCC.
- (c) Contractor agrees upon reasonable notice to provide to UCC, to any Federal or State department having monitoring or review authority, to UCC's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

13. Merger Clause; Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

14. Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued in the United States District Court for the Northern District of California.

15. Conflict of Interest

UCC recognizes that the Contractor currently represents other clients. In the event that issues arise with the Contractor where specific interests from existing clients might conflict with each other, the Contractor will notify both clients of such conflict for the purpose of full disclosure. In the event a conflict is determined to exist, the Contractor, on a case-by-case basis and after discussion with both clients, will remain neutral on the issue that is in conflict or subcontract for with other representation.

16. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of UCC, to:

Name/Title: Josh Candelaria, UCC Manager
Address: 1100 K Street, Suite 201, Sacramento, California 95814
Telephone: 916-327-7531
Email: ucc@urbancounties.com

In the case of Contractor, to:

Name/Title: Jean Kinney Hurst, Partner
Hurst Brooks Espinosa, LLC
Address: 1127 – 11th Street, Suite 805, Sacramento CA 95814
Telephone: 916-272-0010
Email: ikh@hbeadvocacy.com

* * *

In witness of and in agreement with this Agreement’s terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: _____

Contractor Signature Date Contractor Name (Please Print)

URBAN COUNTIES OF CALIFORNIA

By:
Chair, Board of Supervisors, Urban Counties of California

Date: _____

Exhibit A

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services: In consultation with the UCC's Legislative Officer and the Board of Supervisors, the Contractor shall serve as the UCC's primary state legislative advocate in the areas of elections, land use, local government, public safety, tax and finance, transportation, environment, and housing, and shall perform the services which shall include, but not be limited to, the following:

1. As the UCC's primary state legislative advocate in the above specified areas, coordinate all legislative matters with the UCC Manager's Office;
2. Work with UCC staff and the Board of Supervisors to develop a system of "key contacts" in agencies throughout the UCC in the specified policy areas;
3. Work with UCC staff and the Board of Supervisors to develop the UCC's Legislative Program, which will include legislative and regulatory proposals the UCC would sponsor, key policy priorities and general policies, as well as recommendations for issues not identified by staff;
4. For UCC-sponsored issues, work with UCC staff to draft legislation, to develop and implement strategies for passage through the Legislature and for signature by the Governor, and to secure the introduction (including finding needed authors) and passage of such legislative proposals;
5. Continuously monitor, identify, analyze and track state legislation, budget issues, funding opportunities and administrative/regulatory changes to determine the impacts on the UCC;
6. Attend and monitor all relevant legislative committee hearings and budget negotiations on behalf of the UCC to determine the impacts on the UCC and advance the UCC's interests;
7. Alert the UCC and its delegation regarding relevant state legislation, budget issues, funding opportunities and administrative/regulatory changes, the anticipated impacts of those issues on the UCC and other appropriate information;
8. In a timely manner, provide leadership, advice and legislative assistance in the development, evolution and implementation of UCC positions regarding state legislative and administrative issues;
9. Provide regular and timely recommendations to UCC staff on UCC positions and actions related to state and administrative issues;
10. Advance the UCC's interests and positions on legislative and administrative issues through direct contact with:
 - State Legislators and staff,
 - The Governor and staff,
 - State Agencies, and
 - Appropriate and relevant associations, including but not limited to the California State Association of Counties, County Caucus, the California State Sheriffs Association, the Chief Probation Officers of California, the California Welfare Directors, and the California Behavioral Health Directors and others to develop the legislative support needed to advance the UCC's interests;
11. Making direct contact with the Legislature, State Administration and others shall include, but not be limited to:

- Writing letters, talking points and legislative analysis. For example, writing letters on all positions taken for every committee hearing, floor hearing and, if relevant, to the State Administration;
 - Testifying at legislative, regulatory and budget hearings on issues that are of interest to the UCC;
 - Meeting and making personal contacts with relevant persons and organizations;
12. Based on the position of the UCC, negotiate with others for amendments sought by the UCC, actively work against the advancement of issues opposed by the UCC, and aid advancement of those issues supported by the UCC.
 13. In order to identify issues of concern to the UCC and to advance the UCC's interests, maintain strong working relationships with and participation in relevant associations and caucuses such as the California State Association of Counties through regular participation in these associations and caucus meetings, attendance at the California State Association of Counties annual Legislative Conference and Annual Meeting, and the Urban Counties of California May and November in-person Board meeting for coverage of the specified policy areas;
 14. Maintain strong working relationships with members and staff of UCC's state legislative delegation as well as other legislators throughout California, the Governor and other administrative staff;
 15. In coordination with the UCC Manager's Office, ensure that appropriate lines of communication are maintained with the Board of Supervisors and appropriate UCC staff. This shall include regular reports to the Legislative Officer on issues affecting the UCC through:
 - Monthly written memoranda detailing state legislation, budget issues and administrative/regulatory changes of concern to the UCC in the specified policy areas, recommended strategy to advance the UCC's interests, the Contractor's actions taken such as contacts with members offices, expected future action, recommended assignments and timeline for such action and other relevant information;
 - Prepare UCC Board materials including the Agenda and background materials for all UCC Board meetings and report during Board meetings on key issues of importance.
 - At the end of the contract provide a report summarizing the Contractor's actions on behalf of the UCC and significant actions by the legislature and the administration including: a) budget actions of importance to the UCC; b) major legislative activity of consequence to the UCC; and c) results of UCC legislative requests;
 - Regular conference calls with UCC key staff including, as needed, ~~the monthly~~ Legislative Committee calls with key staff;
 - Conduct weekly breakfast meetings of the urban county lobbyists;
 - Weekly email updates on upcoming committee hearings and other events during the legislative session in the UCC enews which is published every Monday;
 - Provide the Board with guidance and strategy regarding the future of UCC including the recruitment of the new Executive Director, or other management structure of the organization.

- Provide the Board with guidance and strategy regarding the future of UCC including the recruitment of the new Executive Director, or other issues related to management structure of the organization.
- At the direction of the Board, recommend and execute organizational improvements and changes that modernize the association's day-to-day operations and improve transparency.
- E-mails, as needed.

16. Meet all reporting and filing requirements of the Secretary of State regarding lobbying activities;

17. Provide an initial list of current clients and immediately notify the UCC of any changes to the list of clients.

The UCC Manager reserves the right to make minor modifications to the above listed services, which services will be provided at additional cost to the UCC.

Exhibit B

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, UCC shall pay Contractor based on the following fee schedule and terms:

The contractor will be paid an amount of \$10,500 per month, for a period of three months beginning February 11, 2019 through June 11, 2019. Payments will be issued upon receipt of a monthly invoice and submission of a monthly report of activities/services.

All invoices and monthly reports are to be submitted to Grace Childs-Ferguson at UCC.

Exhibit C

In consideration of the revised and expanded services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, UCC shall pay Contractor based on the following fee schedule and terms:

The contractor will be paid an amount of \$12,000 per month, for the period beginning June 12, 2019 and ending October 31, 2019 with the option to extend, if agreed to by both parties, to 30-day increments. Payments will be issued upon receipt of a monthly invoice and submission of a monthly report of activities/services.

All invoices and monthly reports are to be submitted to Grace Ferguson at UCC.

Item VIII-A: 2019 Legislative Update

To: UCC Board of Directors

From: Hurst Brooks Espinosa

Re: 2019 Legislative Update

Attached please find the list of bills on which UCC is actively engaged. Depending on the time available during this week's Board of Directors meeting, HBE will want to be sure, at a minimum, to highlight the following measures that have passed out of the house of origin and await a second round of policy committee hearings.

- **Criminal Justice Fee Elimination**

Senator Holly Mitchell's SB 144 would eliminate dozens of criminal justice related fees and discharge all debt associated with previously levied fees. Although amendments taken in the Senate somewhat narrow the scope of the bill, the fiscal impact to counties statewide is nevertheless expected to be considerable (in the range of tens if not hundreds of millions of dollars annually). There are several challenges with the assessing the revenue loss associated with the measure: first, it is extraordinarily difficult to untangle the complex layers of court-related fees, fines, and penalties that have resulted from decades of legislative action and, secondly, there is significant diversity in the manner and location of court-ordered debt collection such that no one entity can provide a clear and complete fiscal assessment of the bill's implications. However, given the significant stakes associated with eliminating fee authority without an accurate understanding of what it would mean to programs and services supported by this revenue, UCC continue to oppose the measure with other county partners solely on fiscal grounds. The coalition's specific advocacy request is that the state evaluate and compensate local governments for any associated revenue loss. When the measure was on the Senate floor for debate last week, several Senators raised the fiscal arguments that individual counties and county associations have identified as well as the need for an accompanying backfill. An additional complexity associated with the bill remains – whether and to what extent the elimination of fee authority would affect counties' fine and forfeiture Maintenance of Effort (MOE) obligations established as the result of trial court funding legislation (AB 227, 1997). The measure awaits assignment to a policy committee in the Assembly.

- **Emergency Medical Services: Dispatch**

Senator Bob Hertzberg's SB 438 passed off the Senate and is now awaiting committee assignment in the Assembly. The bill would prohibit a public agency from entering into a contract for 911 call processing regarding the dispatch of emergency response resources unless the contract is with another public agency. While Senate Health Committee attempted to address medical control concerns raised by counties, the amendments do not fully address the issues. UCC continues to oppose this measure.

**UCC Bill List - Active Positions
As of 6/3/2019**

AB 10

(Chiu D) Income taxes: credits low-income housing: farmworker housing.

Current Text: Amended: 4/30/2019 [html](#) [pdf](#)

Last Amend: 4/30/2019

Status: 5/29/2019-Referred to Coms. on HOUSING and GOV. & F.

Location: 5/29/2019-S. HOUSING

Summary: Would, under the law governing the taxation of insurers, the Personal Income Tax Law, and the Corporation Tax Law, for the 2020 to 2024 calendar years, inclusive, would increase the aggregate housing credit dollar amount that may be allocated among low-income housing projects by an additional \$500,000,000, as specified, and would allocate to farmworker housing projects \$25,000,000 per year of that amount. The bill, under those laws, would modify the definition of applicable percentage relating to qualified low-income buildings to depend on whether the building is a new or existing building and federally subsidized, or a building that is, among other things, at least 15 years old, serving households of very low income or extremely low income, and will complete substantial rehabilitation, as specified.

Position

Support

AB 68

(Ting D) Land use: accessory dwelling units.

Current Text: Amended: 4/3/2019 [html](#) [pdf](#)

Last Amend: 4/3/2019

Status: 5/29/2019-Referred to Coms. on HOUSING, EQ. and GOV. & F.

Location: 5/29/2019-S. HOUSING

Summary: The Planning and Zoning Law authorizes a local agency to provide, by ordinance, for the creation of accessory dwelling units in single-family and multifamily residential zones and sets forth required ordinance standards, including, among others, lot coverage. This bill would delete the provision authorizing the imposition of standards on lot coverage and would prohibit an ordinance from imposing requirements on minimum lot size.

Position

Concerns

AB 69

(Ting D) Land use: accessory dwelling units.

Current Text: Amended: 4/4/2019 [html](#) [pdf](#)

Last Amend: 4/4/2019

Status: 5/29/2019-Referred to Com. on HOUSING.

Location: 5/29/2019-S. HOUSING

Summary: Current law requires the Department of Housing and Community Development to propose building standards to the California Building Standards Commission, and to adopt, amend, or repeal rules and regulations governing, among other things, apartment houses and dwellings, as specified. This bill would require the department to propose small home building standards governing accessory dwelling units smaller than 800 square feet, junior accessory dwelling units, and detached dwelling units smaller than 800 square feet, as specified, and to submit the small home building standards to the California Building Standards Commission for adoption on or before January 1, 2021.

Position

Support

AB 141

(Cooper D) County reimbursement: Joseph James DeAngelo, Jr. costs.

Current Text: Amended: 3/25/2019 [html](#) [pdf](#)

Last Amend: 3/25/2019

Status: 5/16/2019-Joint Rule 62(a), file notice suspended. In committee: Held under submission.

Location: 5/15/2019-A. APPR. SUSPENSE FILE

Summary: Would enact the Justice Act of 2019 for the Reimbursement of County Costs Arising from the Matter of the People v. Joseph DeAngelo, and would authorize the County of Sacramento and other California counties to be reimbursed for the reasonable and necessary costs, as specified, incurred in connection with the prosecution and defense of Joseph DeAngelo. The bill would require a county seeking reimbursement to send a statement of costs to the Controller for approval, and would require the Controller, within 60 days, to either pay approved costs or provide a written statement as to the reason for not making reimbursement at that time. The bill would create the Justice Act of 2019 Fund for these purposes.

Position

Support

AB 252

(Daly D) Department of Transportation: environmental review process: federal program.

Current Text: Introduced: 1/23/2019 [html](#) [pdf](#)

Status: 5/29/2019-Referred to Com. on TRANS.

Location: 5/29/2019-S. TRANS.

Calendar: 6/11/2019 1:30 p.m. - John L. Burton Hearing Room (4203)
SENATE TRANSPORTATION, BEALL, Chair

Summary: Current federal law requires the United States Secretary of Transportation to carry out a surface transportation project delivery program, under which the participating states may assume certain responsibilities for environmental review and clearance of transportation projects that would otherwise be the responsibility of the federal government. Current law, until January 1, 2020, provides that the State of California consents to the jurisdiction of the federal courts with regard to the compliance, discharge, or enforcement of the responsibilities it assumed as a participant in the program. This bill would extend the operation of these provisions indefinitely.

Position

Support

AB 418

(Kaira D) Evidentiary privileges: union agent-represented worker privilege.

Current Text: Introduced: 2/7/2019 [html](#) [pdf](#)

Status: 5/1/2019-Referred to Com. on JUD.

Location: 5/1/2019-S. JUD.

Calendar: 6/4/2019 1:30 p.m. - Room 112 SENATE JUDICIARY, JACKSON, Chair

Summary: Would establish a privilege between a union agent, as defined, and a represented employee or represented former employee to refuse to disclose any confidential communication between the employee or former employee and the union agent made while the union agent was acting in the union agent's representative capacity, except as specified. The bill would permit a represented employee or represented former employee to prevent another person from disclosing a privileged communication, except as specified.

Position

Oppose

AB 587

(Friedman D) Accessory dwelling units: sale or separate conveyance.

Current Text: Amended: 4/22/2019 [html](#) [pdf](#)

Last Amend: 4/22/2019

Status: 5/8/2019-Referred to Coms. on HOUSING and GOV. & F.

Location: 5/8/2019-S. HOUSING

Calendar: 6/4/2019 1:30 p.m. - Room 3191 SENATE HOUSING, WIENER, Chair

Summary: Current property tax law establishes a welfare exemption under which property is exempt from taxation if the property is owned and operated by a nonprofit corporation that is organized and operated for the purpose of building and rehabilitating single-family or multifamily residences for sale, as provided, at cost to low-income families. This bill would authorize a local agency to allow, by ordinance, an accessory dwelling unit that was created pursuant to the process described above to be sold or conveyed separately from the primary residence to a qualified buyer if certain conditions are met.

Position

Support

AB 670

(Friedman D) Common interest developments: accessory dwelling units.

Current Text: Amended: 5/24/2019 [html](#) [pdf](#)

Last Amend: 5/24/2019

Status: 5/24/2019-From committee chair, with author's amendments: Amend, and re-refer to committee. Read second time, amended, and re-referred to Com. on HOUSING.

Location: 5/16/2019-S. HOUSING

Calendar: 6/4/2019 1:30 p.m. - Room 3191 SENATE HOUSING, WIENER, Chair

Summary: The Davis-Stirling Common Interest Development Act, governs the management and operation of common interest developments. Current law prohibits the governing document of a common interest development from prohibiting the rental or leasing of any separate interest in the common interest development, unless that governing document was effective prior to the date the owner acquired title to their separate interest. This bill would make void and unenforceable any covenant, restriction, or condition contained in any deed, contract, security instrument, or other instrument affecting the transfer or sale of any interest in a planned development, and any provision of a governing document, that effectively prohibits or unreasonably restricts the construction or use of an accessory dwelling unit or junior accessory dwelling unit on a lot zoned for single-family residential use that meets the above-described minimum standards established for those units.

Position

Support

AB 849

(Bonta D) Elections: city and county redistricting.

Current Text: Amended: 5/17/2019 [html](#) [pdf](#)

Last Amend: 5/17/2019

Status: 5/24/2019-In Senate. Read first time. To Com. on RLS. for assignment.

Location: 5/24/2019-S. RLS.

Summary: Current law establishes criteria and procedures pursuant to which cities and counties adjust or adopt council and supervisorial district area boundaries, as applicable, for the purpose of electing members of the governing body of each of those local jurisdictions. This bill would revise and recast these provisions. The bill would require the governing body of each local jurisdiction described above to adopt new district boundaries after each federal decennial census, except as specified.

Position

OUA

AB 931

(Boerner Horvath D) Local boards and commissions: representation: appointments.

Current Text: Amended: 5/17/2019 [html](#) [pdf](#)

Last Amend: 5/17/2019

Status: 5/24/2019-Read third time. Passed. Ordered to the Senate. In Senate. Read first time. To Com. on RLS. for assignment.

Location: 5/24/2019-S. DESK

Summary: Current law establishes the policy of the Legislature to ensure equal access to specific information about the many local regulating and advisory boards, commissions, and committees and to ensure equal opportunity to be informed of vacancies on those boards. Current law requires each legislative body of a local agency to prepare an appointments list of all regular and ongoing boards, commissions, and committees that are appointed by the legislative body of the local agency. This bill, on and after January 1, 2030, would require the composition of a local board and commission of a city with a population of 50,000 or greater with appointed members to have a specified minimum number of women board members or commissioners based on the total number of board members or commissioners on that board, thereby imposing a state-mandated local program.

Position

Oppose prior
version

AB 932

(Low D) Workers' compensation: off-duty firefighters.

Current Text: Introduced: 2/20/2019 [html](#) [pdf](#)

Status: 5/16/2019-Referred to Com. on L., P.E. & R.

Location: 5/16/2019-S. L., P.E. & R.

Summary: Current law grants workers' compensation benefits to a firefighter, or the firefighter's dependents, if the firefighter is injured, dies, or is disabled by proceeding to or engaging in a fire-suppression or rescue operation, or the protection of life or property, anywhere in California, but is not acting under the immediate supervision of the employer. This bill would expand the scope of this provision to apply when a firefighter engages in a fire-suppression or rescue operation, or the protection or preservation of life or property, outside of this state.

Position

OUA

AB 964

(Medina D) County jails: visitation.

Current Text: Amended: 3/14/2019 [html](#) [pdf](#)

Last Amend: 3/14/2019

Status: 5/17/2019-Failed Deadline pursuant to Rule 61(a)(5). (Last location was APPR. SUSPENSE FILE on 4/10/2019)(May be acted upon Jan 2020)

Location: 5/17/2019-A. 2 YEAR

Summary: Current law prohibits a local detention facility, as defined, that offered in person visitation as of January 1, 2017, from converting to video visitation only. Current law prohibits a local detention facility from charging for onsite visitation, whether such visitation is in person or via video. This bill would require all local detention facilities to offer in-person visitation. The bill would give any facility that does not offer in-person visitation until January 1, 2025, to comply with this requirement.

Position

Oppose

AB 1279

(Bloom D) Planning and zoning: housing development: high-resource areas.

Current Text: Introduced: 2/21/2019 [html](#) [pdf](#)

Status: 5/30/2019-In Senate. Read first time. To Com. on RLS. for assignment.

Location: 5/30/2019-S. RLS.

Summary: Would require the department to designate areas in this state as high-resource areas, as provided, by January 1, 2021, and every 5 years thereafter. The bill would authorize a city or county to

appeal the designation of an area within its jurisdiction as a high-resource area during that 5-year period. In any area designated as a high-resource area, the bill would require that a housing development project be a use by right, upon the request of a developer, in any high-resource area designated pursuant to a use by right in certain parts of the high-resource area if those projects meet specified requirements, including specified affordability requirements. For certain development projects where the initial sales price or initial rent exceeds the affordable housing cost or affordable rent to households with incomes equal to or less than 100% of the area median income, the bill would require the applicant agree to pay a fee equal to 10% of the difference between the actual initial sales price or initial rent and the sales price or rent that would be affordable, as provided. The bill would require the city or county to deposit the fee into a separate fund reserved for the construction or preservation of housing with an affordable housing cost or affordable rent to households with a household income less than 50% of the area median income. This bill contains other related provisions and other existing laws.

Position
Concerns

AB 1332 (Bonta D) Sanctuary State Contracting and Investment Act.

Current Text: Amended: 4/29/2019 [html](#) [pdf](#)

Last Amend: 4/29/2019

Status: 5/17/2019-Failed Deadline pursuant to Rule 61(a)(5). (Last location was APPR. SUSPENSE FILE on 5/8/2019)(May be acted upon Jan 2020)

Location: 5/17/2019-A. 2 YEAR

Summary: Current law requires law enforcement agencies to report to the Department of Justice annually regarding transfers of persons to immigration authorities and requires the Attorney General to publish guidance, audit criteria, and training recommendations regarding state and local law enforcement databases, for purposes of limiting the availability of information for immigration enforcement, as specified. This bill, the Sanctuary State Contracting Act, would, among other things, require the Department of Justice, commencing on January 1, 2020, and quarterly thereafter, to publish a list on its internet website, based on specified criteria, of each person or entity that, in the opinion of the Department of Justice, is providing data broker, extreme vetting, or detention facilities support to any federal immigration agency, as specified.

Position
Oppose

AB 1400 (Kamlager-Dove D) Workers' compensation: firefighting operations: civilian employees.

Current Text: Amended: 4/25/2019 [html](#) [pdf](#)

Last Amend: 4/25/2019

Status: 5/22/2019-Referred to Coms. on L., P.E. & R. and APPR.

Location: 5/22/2019-S. L., P.E. & R.

Summary: Current law provides that in the case of active firefighting members of certain fire departments, a compensable injury includes cancer that develops or manifests while the firefighter member is in the service of the public agency and exposed to a known carcinogen, as defined. Current law establishes a presumption that the cancer in these cases arose out of, and in the course of, employment, unless the presumption is controverted by evidence that the primary site of the cancer has been established and that the carcinogen to which the member has demonstrated exposure is not reasonably linked to the disabling cancer. This bill would enact a similar law that would be applicable to other employees of a city, county, city and county, district, or other municipal corporation or political subdivision whose job duties cause them to be regularly exposed to active fires or health hazards directly resulting from firefighting operations.

Position
Oppose

AB 1403 (Carrillo D) General assistance: eligibility.

Current Text: Amended: 5/16/2019 [html](#) [pdf](#)

Last Amend: 5/16/2019

Status: 5/30/2019-In Senate. Read first time. To Com. on RLS. for assignment.

Location: 5/30/2019-S. RLS.

Summary: Current law requires each county to provide aid to its indigent residents not supported by other means. These county programs are known as general assistance programs. Current law makes an individual who is not eligible for benefits under the California Work Opportunity and Responsibility to Kids (CalWORKs) program as a result of the 48-month limitation ineligible for aid or assistance from a general assistance program until the children on whose behalf the individual received CalWORKs benefits are 18 years of age or older. This bill would remove that restriction on eligibility for aid or assistance from a general assistance program.

Position
Concerns

AB 1486 (Ting D) Surplus land.

Current Text: Amended: 5/16/2019 [html](#) [pdf](#)

Last Amend: 5/16/2019

Status: 5/30/2019-In Senate. Read first time. To Com. on RLS. for assignment.

Location: 5/30/2019-S. RLS.

Summary: Current law prescribes requirements for the disposal of surplus land by a local agency. Current law defines "local agency" for these purposes as every city, county, city and county, and district, including school districts of any kind or class, empowered to acquire and hold real property. This bill would expand the definition of "local agency" to include sewer, water, utility, and local and regional park districts, joint powers authorities, successor agencies to former redevelopment agencies, housing authorities, and other political subdivisions of this state and any instrumentality thereof that is empowered to acquire and hold real property, thereby requiring these entities to comply with these requirements for the disposal of surplus land. The bill would specify that the term "district" includes all districts within the state, and that this change is declaratory of existing law.

Position

OUA

AB 1544 (Gipson D) Community Paramedicine or Triage to Alternate Destination Act.

Current Text: Amended: 5/16/2019 [html](#) [pdf](#)

Last Amend: 5/16/2019

Status: 5/30/2019-In Senate. Read first time. To Com. on RLS. for assignment.

Location: 5/30/2019-S. RLS.

Summary: Would establish within the Emergency Medical Services System and the Prehospital Emergency Medical Care Personnel Act until January 1, 2030, the Community Paramedicine or Triage to Alternate Destination Act of 2019. The bill would authorize a local EMS agency to develop a community paramedicine or triage to alternate destination program, as defined, to provide specified community paramedicine services. The bill would require the authority to develop regulations to establish minimum standards for a program and would further require the Commission on Emergency Medical Services to review and approve those regulations.

Position

OUA

AB 1568 (McCarty D) Housing law compliance: prohibition on applying for state grants.

Current Text: Amended: 4/11/2019 [html](#) [pdf](#)

Last Amend: 4/11/2019

Status: 5/17/2019-Failed Deadline pursuant to Rule 61(a)(5). (Last location was APPR. SUSPENSE FILE on 5/8/2019)(May be acted upon Jan 2020)

Location: 5/17/2019-A. 2 YEAR

Summary: The Housing Element Law, prescribes requirements for the preparation of the housing element, including a requirement that a planning agency submit a draft of the element or draft amendment to the element to the Department of Housing and Community Development prior to the adoption of the element or amendment to the element. Current law requires the department to review the draft and report its written findings, as specified. Current law also requires the department, in its written findings, to determine whether the draft substantially complies with the Housing Element Law. This bill would authorize the city or county to submit evidence that the city or county is no longer in violation of state law to the department and to request the department to issue a finding that the city or county is no longer in violation of state law.

Position

Oppose

AB 1637 (Smith D) Unclaimed Property Law.

Current Text: Introduced: 2/22/2019 [html](#) [pdf](#)

Status: 5/1/2019-Referred to Coms. on JUD. and APPR.

Location: 5/1/2019-S. JUD.

Calendar: 6/4/2019 1:30 p.m. - Room 112 SENATE JUDICIARY, JACKSON, Chair

Summary: Under current law, a person who claims to have been the owner, as defined, of property paid or delivered to the Controller under the Unclaimed Property Law may file a claim to the property or to the net proceeds from its sale. Current law requires to Controller to consider each claim, as specified, to determine if the claimant is the owner. This bill would permit property reported to, and received by, the Controller in the name of a state or local agency, as defined, to be transferred by the Controller directly to that agency without the filing of a claim.

Position

Support

ACA 1 (Aquiar-Curry D) Local government financing: affordable housing and public infrastructure: voter

approval.

Current Text: Amended: 3/18/2019 [html](#) [pdf](#)

Last Amend: 3/18/2019

Status: 5/20/2019-Read second time. Ordered to third reading.

Location: 5/20/2019-A. THIRD READING

Calendar: 6/3/2019 #8 ASSEMBLY THIRD READING FILE - ASSEMBLY BILLS

Summary: The California Constitution prohibits the ad valorem tax rate on real property from exceeding 1% of the full cash value of the property, subject to certain exceptions. This measure would create an additional exception to the 1% limit that would authorize a city, county, city and county, or special district to levy an ad valorem tax to service bonded indebtedness incurred to fund the construction, reconstruction, rehabilitation, or replacement of public infrastructure, affordable housing, or permanent supportive housing, or the acquisition or lease of real property for those purposes, if the proposition proposing that tax is approved by 55% of the voters of the city, county, or city and county, as applicable, and the proposition includes specified accountability requirements.

Position

Support

SB 13

(Wieckowski D) Accessory dwelling units.

Current Text: Amended: 5/17/2019 [html](#) [pdf](#)

Last Amend: 5/17/2019

Status: 5/22/2019-Read third time. Passed. (Ayes 32. Noes 2.) Ordered to the Assembly. In Assembly. Read first time. Held at Desk.

Location: 5/22/2019-A. DESK

Summary: Would authorize the creation of accessory dwelling units in areas zoned to allow single-family or multifamily dwelling use. The bill would also revise the requirements for an accessory dwelling unit by providing that the accessory dwelling unit may be attached to, or located within, an attached garage, storage area, or other structure, and that it does not exceed a specified amount of total floor area.

Position

OUA

SB 15

(Portantino D) Property tax revenue allocations: Local-State Sustainable Investment Program.

Current Text: Amended: 4/24/2019 [html](#) [pdf](#)

Last Amend: 4/24/2019

Status: 5/17/2019-Failed Deadline pursuant to Rule 61(a)(5). (Last location was APPR. SUSPENSE FILE on 5/13/2019)(May be acted upon Jan 2020)

Location: 5/17/2019-S. 2 YEAR

Summary: Would establish the Local-State Sustainable Investment Program, which would be administered by the Department of Finance. The bill would authorize a city, a county, or a specified joint powers agency that meets specified eligibility criteria to apply to the Department of Finance for funding for projects that further certain purposes, including increasing the availability of affordable housing. The bill would require that funding under the program be provided by an allocation of ad valorem property tax revenues, as provided, and would limit the amount of funding approved under the program to \$200,000,000 per fiscal year and \$1,000,000,000 total.

Position

Oppose prior version

SB 50

(Wiener D) Planning and zoning: housing development: incentives.

Current Text: Amended: 5/1/2019 [html](#) [pdf](#)

Last Amend: 5/1/2019

Status: 5/17/2019-Failed Deadline pursuant to Rule 61(a)(5). (Last location was APPR. SUSPENSE FILE on 5/13/2019)(May be acted upon Jan 2020)

Location: 5/17/2019-S. 2 YEAR

Summary: Would authorize a development proponent of a neighborhood multifamily project located on an eligible parcel to submit an application for a streamlined, ministerial approval process that is not subject to a conditional use permit. The bill would define a "neighborhood multifamily project" to mean a project to construct a multifamily structure on vacant land, or to convert an existing structure that does not require substantial exterior alteration into a multifamily structure, consisting of up to 4 residential dwelling units and that meets local height, setback, and lot coverage zoning requirements as they existed on July 1, 2019.

Position

OUA

SB 137

(Dodd D) Federal transportation funds: state exchange programs.

Current Text: Introduced: 1/15/2019 [html](#) [pdf](#)

Status: 5/24/2019-In Assembly. Read first time. Held at Desk.

Location: 5/23/2019-A. DESK

Summary: Current federal law apportions transportation funds to the states under various programs, including the Surface Transportation Program and the Highway Safety Improvement Program, subject to certain conditions on the use of those funds. Current law establishes the Road Maintenance and Rehabilitation Program to address deferred maintenance on the state highway system and the local street and road system, and funds that program from fuel taxes and an annual transportation improvement fee imposed on vehicles. This bill would authorize the Department of Transportation to allow the above-described federal transportation funds that are allocated as local assistance to be exchanged for Road Maintenance and Rehabilitation Program funds appropriated to the department.

Position

Support

SB 139 **(Allen D) Independent redistricting commissions.**

Current Text: Amended: 5/17/2019 [html](#) [pdf](#)

Last Amend: 5/17/2019

Status: 5/22/2019-Read third time. Passed. (Ayes 29. Noes 7.) Ordered to the Assembly. In Assembly. Read first time. Held at Desk.

Location: 5/22/2019-A. DESK

Summary: Would, with certain exceptions, require a county with more than 250,000 residents on and after January 1, 2019, and on and after January 1 of every subsequent year ending in the number 9, to establish a 10-member independent redistricting commission to adopt the county's supervisorial districts after each federal decennial census pursuant to a specified procedure.

Position

Concerns

SB 144 **(Mitchell D) Criminal fees.**

Current Text: Amended: 5/21/2019 [html](#) [pdf](#)

Last Amend: 5/21/2019

Status: 5/29/2019-Read third time. Passed. (Ayes 26. Noes 8.) Ordered to the Assembly. In Assembly. Read first time. Held at Desk.

Location: 5/29/2019-A. DESK

Summary: Current law imposes various fees contingent upon a criminal arrest, prosecution, or conviction for the cost of administering the criminal justice system, including administering probation and diversion programs, collecting restitution orders, processing arrests and citations, administering drug testing, and incarcerating inmates. This bill would repeal the authority to collect most of these fees, among others. The bill would make the unpaid balance of most court-imposed costs unenforceable and uncollectible and would require any portion of a judgment imposing those costs to be vacated.

Position

Oppose

SB 284 **(Beall D) Juvenile justice: county support of wards.**

Current Text: Amended: 4/9/2019 [html](#) [pdf](#)

Last Amend: 4/9/2019

Status: 5/16/2019-Referred to Com. on PUB. S.

Location: 5/16/2019-A. PUB. S.

Calendar: 6/11/2019 9 a.m. - State Capitol, Room 126 ASSEMBLY PUBLIC SAFETY, JONES-SAWYER, Chair

Summary: Current law generally requires a county from which a person is committed to the Department of Corrections and Rehabilitation, Division of Juvenile Justice, to pay to the state an annual rate of \$24,000 while the person remains under the direct supervision of the division or remains cared for and supported at the expense of the division. This bill would increase that annual rate to \$125,000 if the offense on which the commitment is based, had it been filed in a court of criminal jurisdiction at the time of adjudication, had a maximum aggregate sentence of fewer than 7 years or if the offense on which the commitment is based occurred when the person was 15 years of age or younger.

Position

Oppose

SB 330 **(Skinner D) Housing Crisis Act of 2019.**

Current Text: Amended: 5/21/2019 [html](#) [pdf](#)

Last Amend: 5/21/2019

Status: 5/29/2019-Read third time. Passed. (Ayes 28. Noes 7.) Ordered to the Assembly. In Assembly. Read first time. Held at Desk.

Location: 5/29/2019-A. DESK

Summary: The The Housing Accountability Act requires a local agency that proposes to disapprove a housing development project that complies with applicable, objective general plan and zoning standards and criteria that were in effect at the time the application was deemed to be complete, or to approve it on the condition that it be developed at a lower density, to base its decision upon written findings supported by substantial evidence on the record that specified conditions exist, and places the burden of proof on the local agency to that effect. The act requires a court to impose a fine on a local agency under certain circumstances and requires that the fine be at least \$10,000 per housing unit in the housing development project on the date the application was deemed complete. This bill would, until January 1, 2025, specify that an application is deemed complete for these purposes if a preliminary application was submitted, as specified.

Position
OUA

SB 416 (Hueso D) Employment: workers' compensation.

Current Text: Introduced: 2/20/2019 [html](#) [pdf](#)

Status: 5/30/2019-Referred to Com. on INS.

Location: 5/30/2019-A. INS.

Summary: Current law designates illnesses and conditions that constitute a compensable injury for various employees, such as California Highway Patrol members, firefighters, and certain peace officers. These injuries include, but are not limited to, hernia, pneumonia, heart trouble, cancer, meningitis, and exposure to biochemical substances, when the illness or condition develops or manifests itself during a period when the officer or employee is in service of the employer, as specified. This bill would expand the coverage of the above provisions relating to compensable injuries, to include all persons defined as peace officers under certain provisions of law, except as specified.

Position
Oppose

SB 438 (Hertzberg D) Emergency medical services: dispatch.

Current Text: Amended: 5/2/2019 [html](#) [pdf](#)

Last Amend: 5/2/2019

Status: 5/22/2019-Read third time. Passed. (Ayes 31. Noes 4.) Ordered to the Assembly. In Assembly. Read first time. Held at Desk.

Location: 5/22/2019-A. DESK

Summary: Would prohibit a public agency from delegating, assigning, or contracting for "911" emergency call processing or notification duties regarding the dispatch of emergency response resources unless the delegation or assignment is to, or the contract or agreement is with, another public agency. The bill would further exempt from that prohibition a public agency that is a joint powers authority that contracted for emergency response resources on or before January 1, 2019, under certain conditions. The bill would state the Legislature's intent to affirm and clarify a public agency's duty and authority to develop emergency communication procedures and respond quickly to a person seeking emergency services through the "911" emergency telephone system.

Position
Oppose

SB 518 (Wieckowski D) Public records: disclosure: court costs and attorney's fees.

Current Text: Introduced: 2/21/2019 [html](#) [pdf](#)

Status: 5/24/2019-In Assembly. Read first time. Held at Desk.

Location: 5/23/2019-A. DESK

Summary: The California Public Records Act, when it appears to a superior court that certain public records are being improperly withheld from a member of the public, requires the court to order the officer or person charged with withholding the records to disclose the public record or show cause why that officer or person should not do so. The act requires the court to award court costs and reasonable attorney's fees to the plaintiff if the plaintiff prevails in litigation filed pursuant to these provisions, and requires the court to award court costs and reasonable attorney's fees to the public agency if the court finds that the plaintiff's case is clearly frivolous. This bill, for purposes of the award of court costs and reasonable attorney's fees pursuant to the above provisions, would specifically notwithstanding a provision of existing law that prescribes the withholding or augmentation of costs if an offer is made before judgment or award in a trial or arbitration.

Position
Oppose

SB 749 (Durazo D) California Public Records Act: trade secrets.

Current Text: Amended: 5/23/2019 [html](#) [pdf](#)

Last Amend: 5/23/2019

Status: 5/30/2019-Read third time. Passed. (Ayes 21. Noes 12.) Ordered to the Assembly. In Assembly. Read first time. Held at Desk.

Location: 5/30/2019-A. DESK

Summary: Would provide that records relating to wages, benefits, working hours, and other employment terms and conditions of employees working for a private industry employer pursuant to a contract with a state or local agency are public records and shall not be deemed to be trade secrets under the California Public Records Act if the records are prepared, owned, used, or retained by a state or local agency.

Position
Oppose

SCA 1

(Allen D) Public housing projects.

Current Text: Introduced: 12/3/2018 [html](#) [pdf](#)

Status: 5/18/2019-Set for hearing June 4.

Location: 3/20/2019-S. HOUSING

Calendar: 6/4/2019 1:30 p.m. - Room 3191 SENATE HOUSING, WIENER, Chair

Summary: The California Constitution prohibits the development, construction, or acquisition of a low-rent housing project, as defined, in any manner by any state public body until a majority of the qualified electors of the city, town, or county in which the development, construction, or acquisition of the low-rent housing project is proposed approve the project by voting in favor at an election, as specified. This measure would repeal these provisions.

Position
Support

Total Measures: 34

Total Tracking Forms: 34