

Monterey County

*Monterey County Government Center
Board of Supervisors Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901*



Meeting Agenda - Final

Tuesday, December 8, 2020

5:00 PM

**IMPORTANT COVID-19 NOTICE ON PAGE 2-4
AVISO IMPORTANTE SOBRE COVID-19 EN LA PAGINA 2-4**

Special Meeting

<https://montereycty.zoom.us/j/224397747>

Board of Supervisors

*Chair Supervisor Chris Lopez - District 3
Vice Chair Supervisor Jane Parker - District 4
Supervisor Luis A. Alejo - District 1
Supervisor John M. Phillips - District 2
Supervisor Mary L. Adams - District 5*

Important Notice Regarding COVID 19

Based on guidance from the California Department of Public Health and the California Governor's Office, in order to minimize the spread of the COVID 19 virus, please do the following:

1. While the Board chambers remain open, you are strongly encouraged to observe the live stream of the Board of Supervisors meetings at http://monterey.granicus.com/ViewPublisher.php?view_id=19, <http://www.mgtvonline.com/>, www.youtube.com/c/MontereyCountyTV or <https://www.facebook.com/MontereyCoInfo/>

If you attend the Board of Supervisors meeting in person, you will be required to maintain appropriate social distancing, i.e., maintain a 6-foot distance between yourself and other individuals.

2. If you choose not to attend the Board of Supervisors meeting but desire to make general public comment, or comment on a specific item on the agenda, you may do so in three ways:

a. submit your comment via email by 5:00 p.m. on the Monday prior to the Board meeting. Please submit your comment to the Clerk of the Board at cob@co.monterey.ca.us. In an effort to assist the Clerk in identifying the agenda item relating to your public comment please indicate in the Subject Line, the meeting body (i.e. Board of Supervisors Agenda) and item number (i.e. Item No. 10). Your comment will be placed into the record at the Board meeting.

b. if you are watching the live stream of the Board meeting, you may submit your comment, limited to 250 words or less, to the Clerk of the Board at publiccomment@co.monterey.ca.us. General public comment must be received during the General Public Comment item on the agenda, and comments on specific agenda items must be received as it is being heard. In an effort to assist the Clerk in identifying the agenda item relating to your public comment please indicate in the Subject Line, the meeting body (i.e. Board of Supervisors Agenda) and item number (i.e. Item No. 10). Every effort will be made to read your comment into the record, but some comments may not be read due to time limitations. Comments received after an agenda item will be made part of the record if received prior to the end of the meeting.

c. you may participate through ZOOM. For ZOOM participation please join by computer audio at: <https://montereycty.zoom.us/j/224397747>

OR to participate by phone call any of these numbers below:

+1 669 900 6833 US (San Jose)
+1 346 248 7799 US (Houston)
+1 312 626 6799 US (Chicago)
+1 929 205 6099 US (New York)
+1 253 215 8782 US
+1 301 715 8592 US

Enter this Meeting ID number: 224397747 when prompted. Please note there is no Participant Code, you will just hit # again after the recording prompts you.

You will be placed in the meeting as an attendee; when you are ready to make a public comment if joined by computer audio please Raise your Hand; and by phone please push *9 on your keypad.

3. You are encouraged to participate via Zoom as the Monterey Room on the 2nd floor of the County Government Center will not be available for overflow seating during this meeting.

Aviso importante sobre COVID 19

Basado en la guía del Departamento de Salud Pública de California y la Oficina del Gobernador de California, para minimizar la propagación del virus COVID 19, haga lo siguiente:

1. Mientras las cámaras de la Junta permanecen abiertas, le recomendamos que observe la transmisión en vivo de las reuniones de la Junta de Supervisores en http://monterey.granicus.com/ViewPublisher.php?view_id=19, <http://www.mgtvonline.com/>, www.youtube.com/c/MontereyCountyTV o <https://www.facebook.com/MontereyCoInfo/>

Si asiste a la reunión de la Junta de Supervisores en persona, deberá mantener un distanciamiento social apropiado, es decir, mantener una distancia de 6 pies entre usted y otras personas.

2. Si elige no asistir a la reunión de la Junta de Supervisores pero desea hacer un comentario público general o comentar un tema específico de la agenda, puede hacerlo de tres maneras:

a. envíe su comentario por correo electrónico antes de las 5:00 p.m. el lunes anterior a la reunión de la Junta. Envíe su comentario al Secretario de la Junta a cob@co.monterey.ca.us. En un esfuerzo por ayudar al Secretario a identificar el ítem de la agenda relacionado con su comentario público, indique en la línea de asunto, el cuerpo de la reunión (es decir, la agenda de la Junta de Supervisores) y el número de ítem (es decir, el ítem No. 10). Su comentario se colocará en el registro en la reunión de la Junta.

b. Si está viendo la transmisión en vivo de la reunión de la Junta, puede enviar su comentario, limitado a 250 palabras o menos, al Secretario de la Junta en publiccomment@co.monterey.ca.us. Los comentarios del público en general deben recibirse durante el elemento de Comentarios del público en general en la agenda, y los comentarios sobre los elementos específicos de la agenda deben recibirse mientras se escuchan. En un esfuerzo por ayudar al Secretario a identificar el ítem de la agenda relacionado con su comentario público, indique en la línea de asunto, el cuerpo de la reunión (es decir, la agenda de la Junta de Supervisores) y el número de ítem (es decir, el ítem No. 10). Se hará todo lo posible para leer su comentario en el registro, pero algunos comentarios pueden no leerse debido a limitaciones de tiempo. Los comentarios recibidos después de un ítem de la

agenda serán parte del registro si se reciben antes del final de la reunión.

c. Puedes participar a través de ZOOM. Para participar en ZOOM, únase por audio de computadora en: <https://montereycty.zoom.us/j/224397747>

O para participar por teléfono, llame a cualquiera de estos números a continuación:

+1 669 900 6833 EE. UU. (San José)
+1346248 7799 EE. UU. (Houston)
+1312626 6799 EE. UU. (Chicago)
+1929205 6099 EE. UU. (Nueva York)
+1 253 215 8782 EE. UU.
+1301715 8592 EE. UU.

Ingrese este número de ID de reunión: 224397747 cuando se le solicite. Tenga en cuenta que no hay un Código de participante, simplemente presionará # nuevamente después de que la grabación lo solicite.

Se lo colocará en la reunión como asistente; cuando esté listo para hacer un comentario público si se une al audio de la computadora, levante la mano; y por teléfono presione * 9 en su teclado.

3. Se le anima a participar a través de Zoom, ya que la sala de Monterey en el segundo piso del Centro de Gobierno del Condado no estará disponible para asientos adicionales durante esta reunión.

The Board of Supervisors welcomes you to its meetings, which are regularly scheduled each Tuesday. Your interest is encouraged and appreciated. Meetings are held in the Board Chambers located on the first floor of the Monterey County Government Center, 168 W. Alisal St., Salinas, CA 93901.

As a courtesy to others, please turn off all cell phones and pagers prior to entering the Board Chambers.

ALTERNATE AGENDA FORMATS: If requested, the agenda shall be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 USC Sec. 12132), and the federal rules and regulations adopted in implementation thereof. Individuals with a disability requiring a modification or accommodation, including auxiliary aids or services, in order to participate in the public meeting may make these requests to the Clerk of the Board Office.

CEREMONIAL/APPOINTMENTS/OTHER BOARD MATTERS: These items may include significant financial and administrative actions, and items of special interest, usually approved by majority vote for each program. The regular calendar also includes "Scheduled Items," which are noticed hearings and public hearings.

CONSENT CALENDAR: These matters include routine financial and administrative actions, appear in the supplemental section by program areas, and are usually approved by majority vote.

TO ADDRESS THE BOARD ON A MATTER ON THE AGENDA: Walk to the podium and wait for recognition by the Chair. In order that all interested parties have an opportunity to speak, please be brief and limit your comments to the specific subject under discussion. Time limitations shall be at the discretion of the Chair, with equal time allocated to opposing sides of an issue insofar as possible. Allocated time may not be reserved or granted to others, except as permitted by the Chair. On matters for which a public hearing is required, please note that a court challenge to the Board's action may be limited to only those issues raised at the public hearing or in correspondence delivered to the Board at or before the public hearing.

TO ADDRESS THE BOARD DURING PUBLIC COMMENT: Members of the public may address comments to the Board concerning each agenda item and may comment when the Chair calls for general public comment for items that are not on the day's agenda. The timing of public comment shall be at the discretion of the Chair.

DOCUMENT DISTRIBUTION: Documents related to agenda items that are distributed to the Board less than 72 hours prior to the meeting shall be available for public inspection at the Clerk of the Board Office, 168 W. Alisal Street, 1st Floor, Salinas, CA. Documents distributed to the Board at the meeting by County staff will be available at the meeting; documents distributed to the Board by members of the public shall be made available after the meeting.

INTERPRETATION SERVICE POLICY: The Monterey County Board of Supervisors invites and encourages the participation of Monterey County residents at its meetings. If you require the assistance of an interpreter, please contact the Clerk of the Board located in the Monterey County Government Center, 168 W. Alisal St., Salinas - or by phone at (831) 755-5066. The Clerk will make every effort to accommodate requests for interpreter assistance. Requests should be made as soon as possible, and at a minimum 24 hours in advance of any meeting of the Board of Supervisors.

La Cámara de Supervisores del Condado de Monterey invita y apoya la participación de los residentes del Condado de Monterey en sus reuniones. Si usted requiere la asistencia de un interprete, por favor comuníquese con la oficina de la Asistente de la Cámara de Supervisores localizada en el Centro de Gobierno del Condado de Monterey, (Monterey County Government Center), 168 W. Alisal, Salinas – o por teléfono al (831) 755-5066. La Asistente hará el esfuerzo para acomodar los pedidos de asistencia de un interprete.

Los pedidos se deberán hacer lo mas pronto posible, y a lo mínimo 24 horas de anticipo de cualquier reunión de la Cámara de Supervisores.

All documents submitted by the public must have no less than ten (10) copies.

The Clerk of the Board of Supervisors must receive all materials for the agenda packet by noon on the Tuesday one week prior to the Tuesday Board meeting.

Any agenda related writings or documents distributed to members of the County of Monterey Board of Supervisors regarding any open session item on this agenda will be made available for public inspection in the Clerk of the Board's Office located at 168 W. Alisal St., 1st Floor, Salinas, California. during normal business hours and in the Board Chambers on the day of the Board Meeting, pursuant to Government Code §54957.5

NOTE: All agenda titles related to numbered agenda items are live web links. Click on the title to be directed to the corresponding Board Report.

PUBLIC COMMENT: Members of the public may address comments to the Board concerning each agenda item. The timing of public comment shall be at the discretion of the Chair.

Please refer to the separate agendas for Special Districts and Agencies governed by the Board of Supervisors that may be scheduled for agenda items today.

Pursuant to Governor Newsom's Executive Order No. N-29-20, some or all Supervisors may participate in the meeting by telephone or video conference.

5:00 P.M. - Call to Order

Roll Call

Consent Calendar

General Government

1.
 - a. Approve and authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to: 1) Execute a Lease Agreement with the City of Greenfield, beginning on or around January 1, 2021 and ending December 31, 2022, for approximately 1,300 square feet of office space at 599 El Camino Real in Greenfield, California (Greenfield City Hall), for use by the District 3 Supervisor and staff, and 2) Execute an extension option of the Lease Agreement for one (1) additional four (4) year period under the same general terms and conditions provided there is no significant increase to the monthly lease payments and to make minor revisions to the lease agreement if deemed by the Contracts/Purchasing Officer to be in the best interest of the County, subject to review and approval by the Office of the County Counsel-Risk Manager and the Auditor-Controller's Office; and
 - b. Authorize the Auditor-Controller to make lease payments of \$1,625 per month from Board of Supervisors 1000 Budget, Fund 001, Unit 8015, Appropriation Unit BOA001, and in accordance with the terms of the Lease Agreement.

Attachments: [Board Report](#)

[Attachment A-Proposed Lease Agreement 599 El Camino Real Greenfield](#)

[Attachment B-Location Map](#)

5:00 P.M. - Scheduled Matters

2.
 - a. Receive a report from the Sheriff's Office related to ICE's access to inmates in the Monterey County Jail; and
 - b. Receive and consider public comment.

Attachments: [Board Report](#)

Public Comment

Adjournment



Monterey County

Item No.1

Board Report

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

Legistar File Number: A 20-517

December 08, 2020

Introduced: 12/4/2020

Current Status: Agenda Ready

Version: 1

Matter Type: BoS Agreement

- a. Approve and authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to: 1) Execute a Lease Agreement with the City of Greenfield, beginning on or around January 1, 2021 and ending December 31, 2022, for approximately 1,300 square feet of office space at 599 El Camino Real in Greenfield, California (Greenfield City Hall), for use by the District 3 Supervisor and staff, and
- 2) Execute an extension option of the Lease Agreement for one (1) additional four (4) year period under the same general terms and conditions provided there is no significant increase to the monthly lease payments and to make minor revisions to the lease agreement if deemed by the Contracts/Purchasing Officer to be in the best interest of the County, subject to review and approval by the Office of the County Counsel-Risk Manager and the Auditor-Controller's Office; and
- b. Authorize the Auditor-Controller to make lease payments of \$1,625 per month from Board of Supervisors 1000 Budget, Fund 001, Unit 8015, Appropriation Unit BOA001, and in accordance with the terms of the Lease Agreement.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Approve and authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to: 1) Execute a Lease Agreement with the City of Greenfield, beginning on or around January 1, 2021 and ending December 31, 2022, for approximately 1,300 square feet of office space at 599 El Camino Real in Greenfield, California (Greenfield City Hall), for use by the District 3 Supervisor and staff, and
- 2) Execute an extension option of the Lease Agreement for one (1) additional four (4) year period under the same general terms and conditions provided there is no significant increase to the monthly lease payments and to make minor revisions to the lease agreement if deemed by the Contracts/Purchasing Officer to be in the best interest of the County, subject to review and approval by the Office of the County Counsel-Risk Manager and the Auditor-Controller's Office; and
- b. Authorize the Auditor-Controller to make lease payments of \$1,625 per month from Board of Supervisors 1000 Budget, Fund 001, Unit 8015, Appropriation Unit BOA001, and in accordance with the terms of the Lease Agreement.

SUMMARY:

Approval of the proposed Lease Agreement will provide approximately 1,300 square feet of office space in Greenfield City Hall to be used by the District 3 Supervisor and staff. The Lease Agreement will commence on or around January 1, 2021 and expire on December 31, 2022. The Lease Agreement provides for one four-year extension option under the same terms and conditions. Commencement rent will be \$1,625 per month, which includes janitorial services and utilities.

DISCUSSION:

Monterey County Supervisorial District 3 (District 3) covers the majority of the Salinas Valley and southern Monterey County extending to its border with San Luis Obispo County. District 3 includes the unincorporated communities of Spreckels, Chualar, and Jolon; the eastern portion of the City of Salinas; the cities of Gonzales, Greenfield, Soledad, and King City; the military installations at Fort Hunter Liggett and Camp Roberts; and portions of the Los Padres National Forest. Having a District office in Greenfield will provide enhanced proximity to the majority of District 3's constituents.

On January 29, 2019, the Monterey County Board of Supervisors approved a lease agreement with OM Management and Business Associates, Inc. that was intended to begin on or around July 1, 2019 and end on December 31, 2022 for approximately 1,800 square feet of "built to suit" office space in a subsequent phase of the newly developed shopping center known as *The Vines at Greenfield* located at 365 Walnut Avenue. Due to financial difficulties, the developer was not able to move forward with the rest of the development at this time.

The site at Greenfield City Hall was selected as the preferred alternative to The Vines in Greenfield site. Public Works, Facilities, & Parks' Real Property Specialist worked with District 3 and City staff to identify suitable space within Greenfield City Hall under agreed terms and conditions. Approval of the proposed Lease Agreement will provide approximately 1,300 square feet of office space commencing on or around January 1, 2021 and expiring on December 31, 2022. The Lease Agreement provides for one four-year extension option under the same terms and conditions. Commencement rent will be \$1,625 per month, which includes janitorial services and utilities. The County will be providing up to \$5,000 for minor premise improvements consisting of the addition of two (2) doorways to accommodate District 3 operational efficiencies. The Lease Agreement may be terminated by either party by giving sixty (60) days written notice.

Currently, the District 3 main office is located on the third floor of the County Administration Building, 168 West Alisal Street, in Salinas. This office will be retained and the main office would be relocated to 599 El Camino Real in Greenfield (Greenfield City Hall) to address equity issues of constituent access to their elected County Supervisor. The District 3 Supervisor also occupies a small 125-square-foot satellite office at a cost of \$1 per year in Soledad at the Soledad City Hall. This office will no longer be needed if the proposed Lease Agreement is approved. The proposed Greenfield office space will be furnished with office furniture supplied by County Surplus to the extent possible.

OTHER AGENCY INVOLVEMENT:

Public Works, Facilities, & Parks' Real Property Specialist facilitated the negotiations of the proposed Lease Agreement with the City of Greenfield. The Office of County Counsel-Risk Manager reviewed the proposed Lease Agreement as to form and indemnification and insurance provisions.

FINANCING:

Funding for the proposed Lease Agreement will be from Board of Supervisors 1000 Budget, Fund 001, Unit 8015, Appropriation Unit BOA001. Estimated leasing costs (including janitorial services and utilities) by fiscal year include: \$9,750 (January-July) for FY 2020-21 (January-June), \$19,500 for FY 2021-22; and \$9,750 for FY 2022-23 (July-December). In addition, one time moving, signage, door installation, and technology setup costs are estimated at \$15,000. Ongoing occupation

of the leased premises and future extensions of the Lease Agreement will be based on the continued availability of funding and best interests of the County. The Budget Office will work with the Department to identify and secure sufficient appropriations in Fiscal Year 2020-21 Adopted Budget.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

Currently, the District 3 main office is not located within the District. Relocating the main office to Greenfield will improve constituent access to their elected County Supervisor. This action correlates to the Administration and Infrastructure Initiatives adopted by the Board of Supervisors by improving the efficiency, access, and effectiveness of County services and providing adequate County facilities and infrastructure.

	Economic Development
<u>X</u>	Administration
	Health & Human Services
<u>X</u>	Infrastructure
	Public Safety

Prepared by: George K. Salcido, Real Property Specialist (831) 755-4859

Approved by: Shawne E. Ellerbee, Assistant Director of Community Services Department

Approved by: Randy Ishii, MS, PE, PTOE, Director of Community Services Department

Attachments:

Attachment A - Proposed Lease Agreement

Attachment B - Location Map

(Attachments are on file with the Clerk of the Board)



Monterey County

Board Report

Legistar File Number: A 20-517

Item No.

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

December 08, 2020

Introduced: 12/4/2020

Version: 1

Current Status: Agenda Ready

Matter Type: BoS Agreement

- a. Approve and authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to: 1) Execute a Lease Agreement with the City of Greenfield, beginning on or around January 1, 2021 and ending December 31, 2022, for approximately 1,300 square feet of office space at 599 El Camino Real in Greenfield, California (Greenfield City Hall), for use by the District 3 Supervisor and staff, and 2) Execute an extension option of the Lease Agreement for one (1) additional four (4) year period under the same general terms and conditions provided there is no significant increase to the monthly lease payments and to make minor revisions to the lease agreement if deemed by the Contracts/Purchasing Officer to be in the best interest of the County, subject to review and approval by the Office of the County Counsel-Risk Manager and the Auditor-Controller's Office; and
- b. Authorize the Auditor-Controller to make lease payments of \$1,625 per month from Board of Supervisors 1000 Budget, Fund 001, Unit 8015, Appropriation Unit BOA001, and in accordance with the terms of the Lease Agreement.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Approve and authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to: 1) Execute a Lease Agreement with the City of Greenfield, beginning on or around January 1, 2021 and ending December 31, 2022, for approximately 1,300 square feet of office space at 599 El Camino Real in Greenfield, California (Greenfield City Hall), for use by the District 3 Supervisor and staff, and 2) Execute an extension option of the Lease Agreement for one (1) additional four (4) year period under the same general terms and conditions provided there is no significant increase to the monthly lease payments and to make minor revisions to the lease agreement if deemed by the Contracts/Purchasing Officer to be in the best interest of the County, subject to review and approval by the Office of the County Counsel-Risk Manager and the Auditor-Controller's Office; and
- b. Authorize the Auditor-Controller to make lease payments of \$1,625 per month from Board of Supervisors 1000 Budget, Fund 001, Unit 8015, Appropriation Unit BOA001, and in accordance with the terms of the Lease Agreement.

SUMMARY:

Approval of the proposed Lease Agreement will provide approximately 1,300 square feet of office space in Greenfield City Hall to be used by the District 3 Supervisor and staff. The Lease Agreement will commence on or around January 1, 2021 and expire on December 31, 2022. The Lease Agreement provides for one four-year extension option under the same terms and conditions. Commencement rent will be \$1,625 per month, which includes janitorial services and utilities.

DISCUSSION:

Monterey County Supervisorial District 3 (District 3) covers the majority of the Salinas Valley and southern Monterey County extending to its border with San Luis Obispo County. District 3 includes the unincorporated communities of Spreckels, Chualar, and Jolon; the eastern portion of the City of Salinas; the cities of Gonzales, Greenfield, Soledad, and King City; the military installations at Fort Hunter Liggett and Camp Roberts; and portions of the Los Padres National Forest. Having a District office in Greenfield will provide enhanced proximity to the majority of District 3's constituents.

On January 29, 2019, the Monterey County Board of Supervisors approved a lease agreement with OM Management and Business Associates, Inc. that was intended to begin on or around July 1, 2019 and end on December 31, 2022 for approximately 1,800 square feet of "built to suit" office space in a subsequent phase of the newly developed shopping center known as *The Vines at Greenfield* located at 365 Walnut Avenue. Due to financial difficulties, the developer was not able to move forward with the rest of the development at this time.

The site at Greenfield City Hall was selected as the preferred alternative to The Vines in Greenfield site. Public Works, Facilities, & Parks' Real Property Specialist worked with District 3 and City staff to identify suitable space within Greenfield City Hall under agreed terms and conditions. Approval of the proposed Lease Agreement will provide approximately 1,300 square feet of office space commencing on or around January 1, 2021 and expiring on December 31, 2022. The Lease Agreement provides for one four-year extension option under the same terms and conditions. Commencement rent will be \$1,625 per month, which includes janitorial services and utilities. The County will be providing up to \$5,000 for minor premise improvements consisting of the addition of two (2) doorways to accommodate District 3 operational efficiencies. The Lease Agreement may be terminated by either party by giving sixty (60) days written notice.

Currently, the District 3 main office is located on the third floor of the County Administration Building, 168 West Alisal Street, in Salinas. This office will be retained and the main office would be relocated to 599 El Camino Real in Greenfield (Greenfield City Hall) to address equity issues of constituent access to their elected County Supervisor. The District 3 Supervisor also occupies a small 125-square-foot satellite office at a cost of \$1 per year in Soledad at the Soledad City Hall. This office will no longer be needed if the proposed Lease Agreement is approved. The proposed Greenfield office space will be furnished with office furniture supplied by County Surplus to the extent possible.

OTHER AGENCY INVOLVEMENT:

Public Works, Facilities, & Parks' Real Property Specialist facilitated the negotiations of the proposed Lease Agreement with the City of Greenfield. The Office of County Counsel-Risk Manager reviewed the proposed Lease Agreement as to form and indemnification and insurance provisions.

FINANCING:

Funding for the proposed Lease Agreement will be from Board of Supervisors 1000 Budget, Fund 001, Unit 8015, Appropriation Unit BOA001. Estimated leasing costs (including janitorial services and utilities) by fiscal year include: \$9,750 (January-July) for FY 2020-21 (January-June), \$19,500 for FY 2021-22; and \$9,750 for FY 2022-23 (July-December). In addition, one time moving, signage, door installation, and technology setup costs are estimated at \$15,000. Ongoing occupation

of the leased premises and future extensions of the Lease Agreement will be based on the continued availability of funding and best interests of the County. The Budget Office will work with the Department to identify and secure sufficient appropriations in Fiscal Year 2020-21 Adopted Budget.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

Currently, the District 3 main office is not located within the District. Relocating the main office to Greenfield will improve constituent access to their elected County Supervisor. This action correlates to the Administration and Infrastructure Initiatives adopted by the Board of Supervisors by improving the efficiency, access, and effectiveness of County services and providing adequate County facilities and infrastructure.

Economic Development
X Administration
Health & Human Services
X Infrastructure
Public Safety

Prepared by: George K. Salcido, Real Property Specialist (831) 755-4859

Approved by: Shawne E. Ellerbee, Assistant Director of Community Services Department

Approved by: Randy Ishii, MS, PE, PTOE, Director of Community Services Department 

Attachments:

Attachment A - Proposed Lease Agreement

Attachment B - Location Map

(Attachments are on file with the Clerk of the Board)

Attachment A

This page intentionally left blank.

LEASE

THIS LEASE AGREEMENT, hereinafter called "Lease" is made between the CITY OF GREENFIELD, a municipal corporation of the State of California, hereinafter called "LANDLORD," and the COUNTY OF MONTEREY, a political subdivision of the State of California (for use by the 3rd District Supervisor's Office), hereinafter called "TENANT" as of the last date opposite the respective signatures below as follows:

1. DESCRIPTION OF PREMISES

The LANDLORD hereby leases to TENANT, and TENANT hires from LANDLORD, on the terms and conditions hereinafter set forth, in a nonexclusive grant lease, those certain premises (Premises) situated in the City of Greenfield, and located at 599 El Camino Real, Greenfield, Monterey County, California 93927, consisting of one first position public counter cubicle, five (5) enclosed office spaces (Office, 116, 121, 123, 129, 131 and 143 consisting of approximately 1,300 usable square feet per **EXHIBIT A – Description of Premises & Premise Improvements.**

The building containing the Premises was constructed after January 1, 1973, as evidenced by official documentation from the City of Greenfield Building Department. Copy of which is attached as **Exhibit C – Evidence of Seismic Adequacy.**

2. TERM

The term of this Lease shall begin on **January 1, 2021** ("Lease Commencement Date") and will continue until **December 31, 2022** unless terminated sooner as provided for hereinafter in **Section 14.** Upon completion of the initial lease term, the LANDLORD and TENANT may renew the Lease for one additional four (4) year term. TENANT shall give LANDLORD advance written notice of its intent to renew sixty (60) days prior to expiration of initial lease term. Said advance notice time period of sixty (60) days may be altered by mutual consent.

2.1 Items to be Completed Prior to Lease Commencement Date:

Prior to the Lease Commencement Date, LANDLORD, at LANDLORD'S sole cost and expense, shall complete the following:

- Design, permit and, construct two (2) doors per **EXHIBIT A – Description of Premises & Premise Improvements** and **Exhibit F – Premise Improvement Costs & Specifications** attached and incorporated by this reference.

2.2 Reimbursement for door Installations:

TENANT agrees to reimburse LANDLORD, with a onetime payment, for 50% of the door installation, at a cost to TENANT not to exceed \$5,000.

3. RENT

LANDLORD AND TENANT agree that the monthly rent, including internet, phone, and utilities, for the term of this Lease shall be **One Thousand Six Hundred Twenty-Five Dollars (\$1,625.00).**

4. USE/FACILITIES COVERED

The term "Active Use Areas" will be used for purposes of this Lease to mean the designated space as shown in **Exhibit A** – Description of Premises & Premise Improvements and **Exhibit B** - Non – Exclusive Parking. LANDLORD shall have the right to add or exclude Active Use Areas during the term of this Lease, provided that any such change shall be in writing and approved by the TENANT.

5. PERMITTED USES OF ACTIVITIE USE AREAS

TENANT shall be entitled to use the Premises for general office and meeting space activities.

6. MAINTENANCE AND REPAIR

TENANT acknowledges that the Premises and all improvements thereon are in good order and condition, and TENANT hereby covenants and agrees to keep the same in good order and condition during the term of this Lease, and upon the expiration of this Lease and any renewal term to surrender the Premises and improvements to LANDLORD in as good condition as when received, except for loss or damage by fire, inevitable accident, natural disaster, act of God, and reasonable use and wear.

LANDLORD at its own cost shall be responsible for general building maintenance, including but not limited to maintenance of the structural portions of the building (foundations bearing and exterior walls, subflooring and roof), and plumbing, electrical, heating and air conditioning systems. LANDLORD and TENANT repairs and maintenance responsibilities are further defined in **Exhibit E** – Summary of Repairs and Maintenance Responsibilities.

LANDLORD shall operate, and TENANT shall use, the Premises in compliance with California's "No Smoking Law" (2003 Assembly Bill 846), which provides: LANDLORD shall ensure that the Premises and the non-exclusive areas of the building are in compliance with Government Code Title 1, Division 7, Chapter 32 (commencing with section 7596), as amended.

7. IMPROVEMENTS AND ALTERATIONS

TENANT shall not commit, nor permit to be committed, any waste of, in or about the Premises, and shall not make, nor permit to be made, any alterations or improvements of the Premises without first obtaining written consent from LANDLORD. All additions to and improvements of the Premise, including locks, bolts and other fixtures, whether made by the TENANT or any other person, save and except movable furniture, fixtures and equipment installed by the TENANT upon the Premises and which can be removed therefrom without injury to the Premises, immediately when made shall become and be the property of the LANDLORD and shall not be removed from or changed in the Premises without first obtaining the written consent of LANDLORD.

TENANT may place such signs and advertisements upon the Premises as TENANT may desire, subject to approval by the LANDLORD, which consent shall not be unreasonably withheld, provided however, that at the expiration of the term hereof or any renewal or extension of this Lease, TENANT will remove said signs and will restore the Premises to their original conditions.

8. UTILITIES

LANDLORD shall be responsible for establishing and maintaining natural gas and phone service, and computer internet access to the Premises. LANDLORD and TENANT responsibilities for services and utilities are further defined in **Exhibit D** – Summary of Services and Utilities.

LANDLORD shall provide water, sewer, and garbage collection services at no cost to TENANT.

9. JANITORIAL SERVICE

LANDLORD agrees to provide janitorial services for the Premises, including vacuuming, emptying waste, and dusting to the extent of TENANT's use. LANDLORD and TENANT responsibilities for janitorial services are further defined in **Exhibit D** – Summary of Services and Utilities.

10. DESTRUCTION OF PREMISES

If, during the term of this Lease, the Premises or the building and other improvements in which the Premises are located are totally or partially destroyed from any cause, rendering the Premises totally or partially inaccessible or unusable, LANDLORD shall restore Premises or the building and other improvements in which the Premises are located to substantially the same condition as they were in immediately before destruction, if the restoration can be made and completed within thirty (30) working days after the date of destruction. Such destruction shall not terminate this Lease. However, TENANT shall be entitled to forego payment of rent based on the time period during which the destruction precludes or interferes with TENANT'S use of the Premises.

11. MUTUAL INDEMNIFICATION AND INSURANCE

INDEMNITY

LANDLORD hereby agrees to indemnify, defend, and save harmless TENANT and its officers, agents, and employees, to the extent permitted by applicable law, from and against all claims and/or losses whatsoever accruing or resulting to any person, firm, or corporation for damages, injury, or death occurred by reason of any act or failure to act by LANDLORD or LANDLORD'S officers, agents, and employees in connection with the performance of this Lease.

TENANT hereby agrees to indemnify, defend, and save harmless LANDLORD and its officers, agents, and employees, to the extent permitted by applicable law, from and against all claims and/or losses whatsoever accruing or resulting to any person, firm, or corporation for damages, injury, or death occurred by reason of any act or failure to act by TENANT or TENANT'S officers, agents, and employees in connection with the performance of this Lease.

These mutual obligations of indemnification shall survive the termination or expiration of this Lease and shall extend, instead, for the period of time equal to the statute of limitations applicable to any claims arising out of this Lease.

INSURANCE

Without limiting LANDLORD'S or TENANT'S duty to indemnify each other, each party shall have a program of self-insurance or policies of insurance in effect during the term of this Lease with the following minimum limits of liability:

Commercial general liability, including but not limited to premises, personal injuries, products, and completed operations, with a combined single limit of not less than \$1,000,000 per occurrence; and

Comprehensive automobile liability covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Lease, with a combined single limit of not less than \$500,000 per occurrence; and

Workers' compensation insurance in accordance with California Labor Code, Section 3700, and with a minimum of \$100,000,000 each person, \$1,000,000 each accident, and \$1,000,000 each disease.

In the event that a party maintains insurance as required by this Lease, such insurance shall be with the company acceptable to the parties to this Lease and authorized by law to conduct insurance business in the State of California. All such insurance shall be written on an occurrence basis, or if the policy is not written on an occurrence basis, such policy with a coverage required herein shall continue in effect for a period of two (2) years following the date any party to this Lease completes its performance of services under this Lease.

Each liability policy shall provide that the LANDLORD and TENANT shall be given notice in writing at least thirty (30) days in advance of any change, cancellation, or non-renewal thereof. Each policy shall provide identical coverage for each subcontractor, if any, performing work under this Lease, or be accompanied by a certificate of insurance showing each subcontractor has identical coverage.

Prior to the execution of the Lease by the parties, LANDLORD AND TENANT shall file certificates of insurance or self-insurance with the appropriate official showing that all parties have in effect the insurance required by this Lease. The parties shall file a new or amended certificate of insurance or self-insurance promptly after any change is made to any insurance policy or program of self-insurance, which would alter the information of the certificate then on file. Acceptance or approval of insurance or program of self-insurance shall in no way modify or change the indemnification clause in this Lease, which shall continue in full force and effect.

12. LIENS

TENANT agrees to keep the Premises free from liens of every character, and in the event that any liens for labor or materials should arise during the term hereof on account of any act or omission by TENANT arising from TENANT's use of the Premises, TENANT agrees to discharge and pay the same.

13. COMPLIANCE WITH LAWS

TENANT shall not do, or permit to be done, or keep, or permit to be kept, in or about the Premises, anything which shall be a nuisance or which shall be in violation of any law, ordinance, rule or regulation of any governmental authority, or of any rule or regulation of the, relating to the Premises, or which shall increase, or tend to increase, the existing rates of insurance of the Premises.

14. TERMINATION

This Lease may be terminated by either party as of the last day of any calendar month by giving sixty (60) days prior written notice thereof to the other party. Termination of this lease shall not terminate either party's obligation to defend, indemnify and hold harmless the other, as provided in this Lease, nor shall terminate either party's obligation to maintain sufficient insurance, as provided in this Lease.

15. DEFAULT

The occurrence of any of the following, to the extent of TENANT's use, shall constitute a default by TENANT:

1. Abandonment and vacation of the Premises for thirty (30) days.
2. Failure to perform any other provision of this Lease if the failure to perform is not cured within thirty (30) days after notice has been given to TENANT. If the default cannot be reasonably cured within thirty (30) days, TENANT shall not be in default of this Lease if TENANT commences to cure the default within the thirty (30) day period and diligently and in good faith continues to cure the default.

Upon default, LANDLORD shall have the right to terminate this Lease and take possession of the Premises. Said remedy is not exclusive and is cumulative in addition to my other remedy now or later allowed by law.

The occurrence of the following shall constitute default by the LANDLORD:

Default: LANDLORD shall not be in default unless LANDLORD fails to perform its obligations under this Lease within a reasonable time, but in no event later than thirty (30) days after written notice by TENANT to LANDLORD specifying wherein LANDLORD has failed to perform such obligations. If the nature of LANDLORD'S obligation is such that more than thirty (30) days are required for performance, then LANDLORD shall not be in default if LANDLORD commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion. TENANT'S obligation to provide written notice to LANDLORD of a default by LANDLORD is limited to those instances where knowledge of LANDLORD'S default is within the actual knowledge of TENANT.

Remedies: If LANDLORD fails to cure a prospective default within the time periods outlined above, TENANT shall have the option to cure the default or to terminate this Lease, in addition to any other remedies at law not inconsistent herewith. Should TENANT elect to cure the default itself, all reasonable costs associated with such cure, including reasonable attorneys' fees (if any), shall be reimbursed by LANDLORD to TENANT within thirty (30) days of receipt of TENANT'S invoice for said costs. However, upon LANDLORD'S failure to so reimburse, at TENANT'S option, said costs shall be held from rent due hereunder. If LANDLORD'S default hereunder prevents TENANT'S use of the Premises, there shall be an abatement of rental payments for the period of such non-use.

16. ASSIGNMENT AND SUBLETTING

TENANT may not assign this Lease, or any interest herein, or underlet the Premises, or any part thereof, without the prior written consent of the LANDLORD which shall not be unreasonably withheld.

17. COORDINATION

The parties to this Lease agree that, unless otherwise indicated in writing, the following persons have primary responsibility for liaison and coordination of activities required to carry out this Lease: For LANDLORD - City Manager; For TENANT – PWFP-Real Property Specialist.

18. INSPECTION

LANDLORD shall have the right to enter the Premises, or any part thereof, at all reasonable times for the purpose of inspecting the same or for any other lawful purpose.

19. NOTICE

Any notice required to be given under this Lease is sufficient if personally served or deposited in the United States mail, First Class postage fully prepaid, and addressed as follows:

Any written notice to TENANT:

County of Monterey

Public Works, Facilities and Parks (PWFP)

Attn: PWFP- Real Property Specialist

1441 Schilling Place, South Bldg., 2nd Floor

Salinas, CA 93901

Any written notice to City:

City Manager

City of Greenfield

P.O Box 127

Greenfield, CA 93927

20. NONDISCRIMINATION

The TENANT herein covenants by and for itself, administrators and assigns, and all persons claiming under or through them, and this Lease is made and accepted upon and subject to the following conditions: That there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, disability, religion, sex, marital status, national origin or ancestry or sexual preference in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the land herein leased, nor shall the TENANT itself or any person claiming under or through TENANT, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, subtenants or vendees on the Premises herein leased.

21. SUCCESSORS AND ASSIGNS

Subject to the restriction on assignment hereinabove written, this Lease, and all of the terms, covenants and conditions hereof, shall be binding upon and shall ensure to the benefit of the heirs, legal representatives, successors and assigns of the respective parties hereto.

22. QUIET POSSESSION

As long as TENANT keeps and performs the covenants in this Lease, TENANT shall at all times during the term of this Lease peaceably and quietly have, hold and enjoy the Premises, without suit, trouble or hindrance from LANDLORD or any person claiming under LANDLORD. LANDLORD, to the best of LANDLORD'S ability, shall also be responsible for ensuring that all other tenants in the building or complex do not interfere with the quiet enjoyment of the TENANT.

23. MODIFICATION

This Lease contains the full agreement of the parties and may not be amended or modified except by written agreement.

24. GOVERNING LAW

This Lease shall be governed by and interpreted under the laws of the State of California. The venue for any lawsuit arising from this Lease shall be the Superior Court of the State of California, Monterey County.

This LEASE contains

Exhibit A – Description of Premises & Premise Improvements

Exhibit B – Non – Exclusive Parking

Exhibit C – Evidence of Seismic Adequacy

Exhibit D – Summary of Services and Utilities

Exhibit E – Summary of Repair and Maintenance Responsibilities

Exhibit F – Premise Improvement Costs & Specifications

25. SIGNATURES

IN WITNESS WHEREOF, said parties have executed this Lease as of the last date below the respective signatures below.

LANDLORD

CITY OF GREENFIELD, a municipal corporation

Paul Woods, City Manager

Date: _____

Approved as to form:

City Attorney's Office

(Signature)

(Type Name/Title)

TENANT

COUNTY OF MONTEREY, a political
subdivision of the State of California

Michael R., Derr, Contracts/Purchasing Officer

Date: _____

Approved as to form:

Office of the County Counsel-Risk Manager
Leslie J. Girard, County Counsel-Risk Manager

Mary Grace Perry, Deputy County Counsel

EXHIBIT A

DESCRIPTION OF PREMISES AND PREMISE IMPROVEMENTS

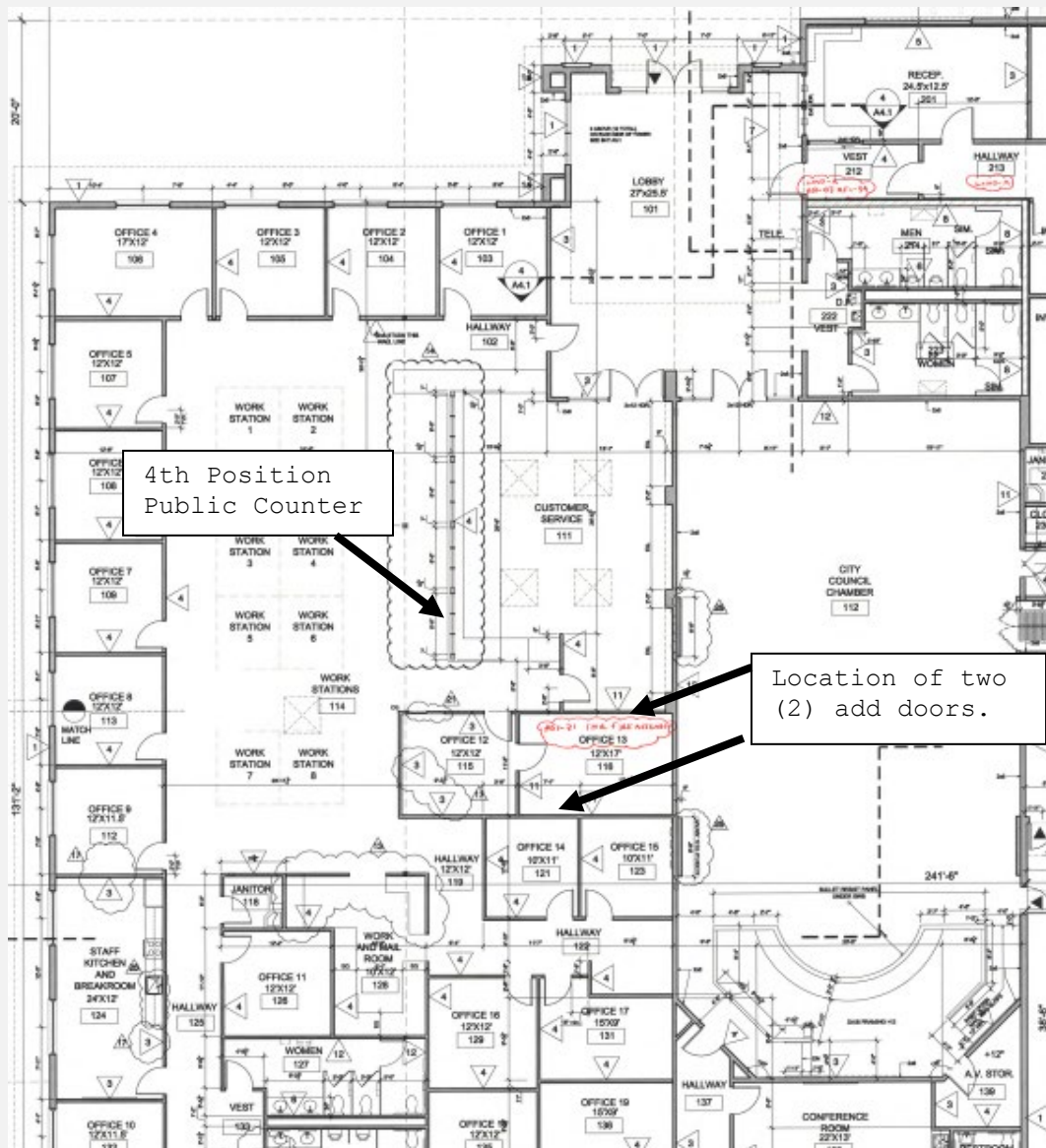


EXHIBIT B

Non Exclusive Parking



EXHIBIT C

EVIDENCE OF SEISMIC ADEQUACY

EXHIBIT D

SUMMARY OF SERVICES AND UTILITIES

The following is a summary of services and utilities responsibilities of LANDLORD and TENANT for the proposed use of the Premises:

	N/A	LANDLORD	TENANT
Provide adequate paper supplies, dispensers, and waste and recycling containers for the leased premises		X	
Provide adequate custodial service for the interior of the Premises		X	
Provide adequate custodial service for exterior of the Premises and the non-exclusive areas of the building as described in Article 1.2 (including steam cleaning or pressure washing sidewalks)		X	
Professionally clean carpets, rugs, tile and linoleum flooring as indicated in		X	
Professionally clean existing drapes, blinds, and window shades		X	
Professionally clean interior windows		X	
Professionally clean exterior windows		X	
Provide adequate pest control for the interior of the Premises		X	
Provide adequate pest control for the exterior of the Premises		X	
Provide adequate landscape maintenance (including tree pruning and removal, landscape irrigation system and associated water supply and service)		X	
Provide adequate parking lot area sweeping, striping, repair, maintenance and signage		X	
Provide adequate fire sprinkler systems testing per National Fire Protection Association (NFPA) standards		X	
Provide adequate fire alarm systems monitoring per NFPA standards		X	
Provide adequate fire extinguishers and respective certification		X	
Provide adequate intrusion/security alarm systems monitoring		X	
Provide adequate patrolled security guard service	X		
Provide adequate heating, ventilation & air conditioning (HVAC) systems filter replacements, unit inspections, unit lubrications and record keeping pursuant to the California Code of Regulations, Title 8, Section 5142		X	
Provide adequate servicing of uninterrupted power source (UPS)		X	
Provide adequate servicing of backup generator for emergency exit signs of building		X	
Provide adequate gas utility service		X	
Provide adequate electric utility service according to terms of Article 7		X	
Provide adequate water utility service		X	
Provide adequate telephone and data service (including connection charges)		X	

EXHIBIT E

SUMMARY OF REPAIR AND MAINTENANCE RESPONSIBILITIES

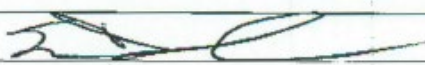
The following is a summary of maintenance and repair responsibilities of LANDLORD and TENANT for the proposed use of the Premises:

	N/A	LANDLORD	TENANT
Common Areas		X	
Foundations, Floor Slabs and Sub-Floors		X	
Elevators and/or Dumb Waiters (including annual State certification)	X		
Exterior and Bearing Walls (including wood destroying pest infestation)		X	
Exterior Doors and Hardware		X	
Exterior Windows and Window Frames		X	
Roofs (including replacement if deemed necessary)		X	
Gutters, Drains and Downspouts		X	
Parking Lots (including adequate lighting)		X	
Ceilings (including damage due to roof leaks)		X	
Fire Sprinkler Systems		X	
Fire Alarm Systems		X	
Intrusion/Security Alarm Systems (excluding common areas)		X	
Heating, Ventilation and Air Conditioning (HVAC) Systems (including replacement if deemed necessary)		X	
Heating, Ventilation and Air Conditioning (HVAC) control switches, sensors and thermostats		X	
Electrical Systems (including electrical outlets, panels, circuit breakers and wiring)		X	
Plumbing Systems (including defective plumbing, tree roots, acts of nature or which are declared to have been the cause by plumber or other person called to clear stoppage)		X	
Plumbing Stoppage and Fixtures (including clearing sewer drains of all stoppages, routing maintenance and replacement of fixtures that do not penetrate the structure.		X	
Exterior Lighting (including starters, ballasts, transformers and light switches)		X	
Interior Lighting (including starters, ballasts, transformers and light switches)		X	
Interior Light Bulbs and Fluorescent Light Tubes (replacement)		X	
Interior Walls		X	
Interior Wall Surfaces		X	
Interior Doors and Hardware		X	
Interior Windows and Window Frames		X	
Carpet, VCT, and Linoleum Flooring		X	
Base and/or Moldings		X	
Appliances (excluding common area)		X	
Communication Systems (data/telephone cabling, connections and equipment)		X	

EXHIBIT F

TENANT IMPROVEMENTS

EXAMPLE

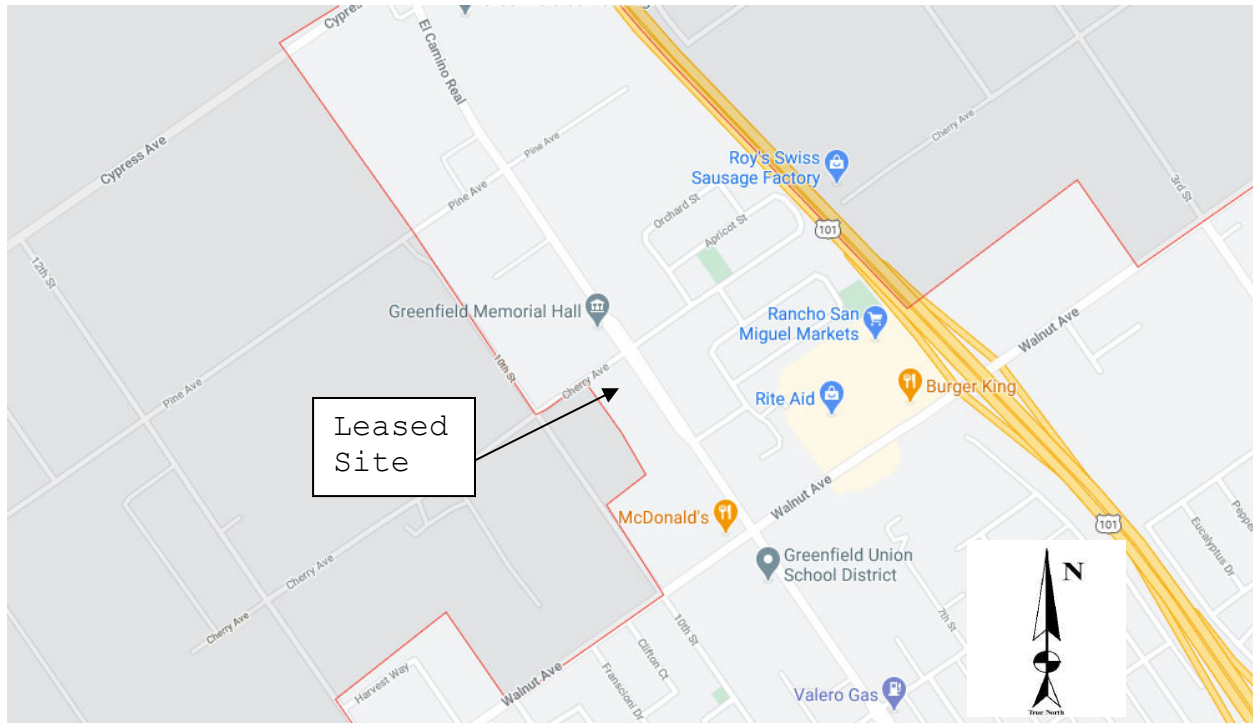
Proposal		Page No.	of	Pages
DALE'S GLASS SHOP RESIDENTIAL & COMMERCIAL 275 GRIFFIN STREET SALINAS, CA 93901 PHONE (831) 424-1407 FAX (831) 424-3270 LICENSE NO. 933470 www.DalesGlassShop.com				
PROPOSAL SUBMITTED TO	NINA, City of GREENFIELD		PHONE	DATE 4-21-16
STREET			JOHN NAME	
CITY, STATE AND ZIP CODE			JOB LOCATION	
INSTALL METAL DOOR & FRAME WALL OPENING & PREP. INCLUDED 30" x 70" DOOR & FRAME VENDOR, HARDWARE				
			\$1,330.00	
			1,240.00	
			2,570.00	
			TX 234.51	
			2,804.51	
PREP. & INSTALL			1,500.00	
TOTAL			\$4,304.51	
We Propose hereby to furnish material and labor — complete in accordance with above specifications, for the sum of:				
Payment to be made as follows:			dollars (\$)
All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra work will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control.			Authorized Signature	
			Note: This proposal may be withdrawn by us if not accepted within	days
Acceptance of Proposal — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.			Signature	
Date of Acceptance			Signature	

Attachment B

This page intentionally left blank.

LOCATION MAP

599 El Camino Real, Greenfield, California





Monterey County

Item No.2

Board Report

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

Legistar File Number: 20-1043

December 08, 2020

Introduced: 12/7/2020

Current Status: Scheduled PM

Version: 1

Matter Type: General Agenda Item

- a. Receive a report from the Sheriff's Office related to ICE's access to inmates in the Monterey County Jail; and
- b. Receive and consider public comment.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Receive a report from the Sheriff's Office related to ICE's access to inmates in the Monterey County Jail; and
- b. Receive and consider public comment.

SUMMARY:

The Monterey County Sheriff's Office increased its restriction of ICE Agents access to inmates in the Monterey County Jail beginning January 1, 2018. This was done in accordance with Senate Bill 54 (SB54), the California Values Act (Act). ICE agents retain access to inmates under certain criteria set forth in the Act. The following is a summary of the Monterey County Sheriff's Office interaction with ICE.

DISCUSSION:

Based on the restrictions in SB54 there was a drastic decline in the number of inmates ICE was able to pick up upon their release from jail. During all of 2017, ICE picked up 213 inmates as they were released from county jail. In 2018, 41 inmates were picked up by ICE and 52 inmates in 2019. As of November 30, 2020, 19 inmates have been released from the county jail and picked up by ICE. This marked decline from 2019 is a result of CoVID-19.

Assembly Bill 2792 (AB 2792), the Truth Act was signed into law in 2016, operative January 1, 2017. The Truth Act, requires a local law enforcement agency, to provide inmates with the following: A written consent form prior to an interview with ICE, copies of any ICE request information as to whether the agency will comply with ICE requests, and copies of any information the agency shares with ICE. The Truth Act also requires the local governing body of any county, city, or city and county in which a local law enforcement agency has provided ICE access to an individual during the last year, to hold at least one public community forum during the following year. The purpose of the forum is to provide information to the public about ICE's access to inmates and to receive and consider public comment.

During 2017, ICE had restricted access to inmates in the Monterey County Jail. Pursuant to Government Code Section 7283(d), “ICE access” means, for the purposes of civil immigration enforcement, including when an individual is stopped with or without their consent, arrested, detained, or otherwise under the control of the local law enforcement agency, all of the following:

- (1) Responding to an ICE hold, notification, or transfer request.
- (2) Providing notification to ICE in advance of the public that an individual is being or will be released at a certain date and time through data sharing or otherwise.
- (3) Providing ICE non-publicly available information regarding release dates, home addresses, or work addresses, whether through computer databases, jail logs, or otherwise.
- (4) Allowing ICE to interview an individual.
- (5) Providing ICE information regarding dates and times of probation or parole check-ins.

Senate Bill 54, the California Values Act related to law enforcement data sharing was signed into law on October 05, 2017 and became operative January 1, 2018. This prohibited sharing non-public information with ICE or cooperating with ICE except under limited circumstances. SB54 dramatically restricted communication with ICE to share information regarding inmate information and inmate release dates.

Based on the provisions in SB54, the jail will only respond to notification requests for inmates with qualifying charges or convictions. When an inmate is booked and ICE has an interest in accessing the inmate; ICE must provide qualifying charge / conviction information to the jail. The jail will verify the criminal history information, validate the conviction to the SB54 exceptions list, and determine if the law allows information sharing with ICE. If the charge and time lines are valid, the jail will share outdated information with ICE.

OTHER AGENCY INVOLVEMENT:

County Counsel has reviewed and approved this report.

FINANCING:

There is no impact to the General Fund from receipt of the report.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

Economic Development
X Administration
Health & Human Services
Infrastructure
X Public Safety

Prepared by: James Bass, Chief Deputy, X3887

Approved by: Steve Bernal, Sheriff, X3725



Monterey County

Item No.

Board Report

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

Legistar File Number: 20-1043

December 08, 2020

Introduced: 12/7/2020

Current Status: Agenda Ready

Version: 1

Matter Type: General Agenda Item

- a. Receive a report from the Sheriff's Office related to ICE's access to inmates in the Monterey County Jail; and
- b. Receive and consider public comment.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Receive a report from the Sheriff's Office related to ICE's access to inmates in the Monterey County Jail; and
- b. Receive and consider public comment.

SUMMARY:

The Monterey County Sheriff's Office increased its restriction of ICE Agents access to inmates in the Monterey County Jail beginning January 1, 2018. This was done in accordance with Senate Bill 54 (SB54), the California Values Act (Act). ICE agents retain access to inmates under certain criteria set forth in the Act. The following is a summary of the Monterey County Sheriff's Office interaction with ICE.

DISCUSSION:

Based on the restrictions in SB54 there was a drastic decline in the number of inmates ICE was able to pick up upon their release from jail. During all of 2017, ICE picked up 213 inmates as they were released from county jail. In 2018, 41 inmates were picked up by ICE and 52 inmates in 2019. As of November 30, 2020, 19 inmates have been released from the county jail and picked up by ICE. This marked decline from 2019 is a result of CoVID-19.

Assembly Bill 2792 (AB 2792), the Truth Act was signed into law in 2016, operative January 1, 2017. The Truth Act, requires a local law enforcement agency, to provide inmates with the following: A written consent form prior to an interview with ICE, copies of any ICE request information as to whether the agency will comply with ICE requests, and copies of any information the agency shares with ICE. The Truth Act also requires the local governing body of any county, city, or city and county in which a local law enforcement agency has provided ICE access to an individual during the last year, to hold at least one public community forum during the following year. The purpose of the forum is to provide information to the public about ICE's access to inmates and to receive and consider public comment.

During 2017, ICE had restricted access to inmates in the Monterey County Jail. Pursuant to Government Code Section 7283(d), "ICE access" means, for the purposes of civil immigration enforcement, including when an individual is stopped with or without their consent, arrested, detained, or otherwise under the control of the local law enforcement agency, all of the following:

- (1) Responding to an ICE hold, notification, or transfer request.
- (2) Providing notification to ICE in advance of the public that an individual is being or will be released at a certain date and time through data sharing or otherwise.
- (3) Providing ICE non-publicly available information regarding release dates, home addresses, or work addresses, whether through computer databases, jail logs, or otherwise.
- (4) Allowing ICE to interview an individual.
- (5) Providing ICE information regarding dates and times of probation or parole check-ins.

Senate Bill 54, the California Values Act related to law enforcement data sharing was signed into law on October 05, 2017 and became operative January 1, 2018. This prohibited sharing non-public information with ICE or cooperating with ICE except under limited circumstances. SB54 dramatically restricted communication with ICE to share information regarding inmate information and inmate release dates.

Based on the provisions in SB54, the jail will only respond to notification requests for inmates with qualifying charges or convictions. When an inmate is booked and ICE has an interest in accessing the inmate; ICE must provide qualifying charge / conviction information to the jail. The jail will verify the criminal history information, validate the conviction to the SB54 exceptions list, and determine if the law allows information sharing with ICE. If the charge and time lines are valid, the jail will share outdate information with ICE.

OTHER AGENCY INVOLVEMENT:

County Counsel has reviewed and approved this report.

FINANCING:

There is no impact to the General Fund from receipt of the report.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

Economic Development
X Administration
Health & Human Services
Infrastructure
X Public Safety

Prepared by: James Bass, Chief Deputy, X3887
Approved by: Steve Bernal, Sheriff, X3725

