



# Kings County Board of Supervisors

Kings County Government Center  
1400 W. Lacey Boulevard ❖ Hanford, California 93230  
☎ (559) 852-2362 FAX (559) 585-8047

*In compliance with the Americans with Disabilities Act, if you require a modification or accommodation to participate in this meeting, including agenda or other materials in an alternative format, please contact the Board of Supervisors Office at (559) 852-2362 (California Relay 711) by 3:00 p.m. on the Friday prior to this meeting. The Clerk of the Board will provide assistive listening devices upon request.*

## *Agenda* June 5, 2018

**Place:** Board of Supervisors Chambers  
Kings Government Center, Hanford, CA

<b>Chairman:</b>	Richard Valle	(District 2)	<b>Staff:</b>	Rebecca Campbell, County Administrative Officer
<b>Vice Chairman:</b>	Joe Neves	(District 1)		Colleen Carlson, County Counsel
<b>Board Members:</b>	Doug Verboon	(District 3)		Catherine Venturella, Clerk of the Board
	Craig Pedersen	(District 4)		
	Richard Fagundes	(District 5)		

*Please turn off cell phones and pagers, as a courtesy to those in attendance.*

- I 9:00 AM** CALL TO ORDER  
ROLL CALL – Clerk of the Board  
INVOCATION – Bobby Guerra – Pentecostal Church of God  
PLEDGE OF ALLEGIANCE
- II 9:00 AM** UNSCHEDULED APPEARANCES  
*Any person may directly address the Board at this time on any item on the agenda, or on any other items of interest to the public, that is within the subject matter jurisdiction of the Board. Five (5) minutes are allowed for each item.*
- ADJOURN AS THE BOARD OF SUPERVISORS*
- III 9:05 AM** CONVENE AS THE BOARD OF EQUALIZATION  
Consider accepting a withdrawal on Application for Changed Assessment No. 17-030 filed by CFT NV Developments LLC.
- ADJOURN AS THE BOARD OF EQUALIZATION*  
*RECONVENE AS THE BOARD OF SUPERVISORS*
- IV 9:10 AM** CONSENT CALENDAR  
*All items listed under the consent calendar are considered to be routine and will be enacted by one motion. For any discussion of an item on the consent calendar, it will be removed at the request of any Board Member and made a part of the regular agenda.*
- A. Approval of the Minutes: May 22, 2018**
- B. Agriculture Department:**  
Consider authorizing the Chairman to sign an Agreement with the California Department of Food and Agriculture for the County's Weighmaster Enforcement Program.
- C. Behavioral Health Department:**  
Consider authorizing the Behavioral Health Department to transfer funds from the County's Mental Health Services Act Prevention and Early Intervention funds to Tulare County for suicide prevention programs.

**CONSENT CALENDAR CONTINUED**

**D. District Attorney's Office:**

Consider authorizing out of state travel for Investigator Perla Trejo to attend the National Children's Leadership Conference in Washington, D.C., on June 10-14, 2018 and for Investigator Chris Jackson to attend the Internet Crimes Against Children National Conference in Atlanta, Georgia on June 12-14, 2018.

**E. Information Technology Department:**

Consider declaring three vehicles as surplus and authorizing the Purchasing Manager to consign them for sale on the Public Service Online Auction Company's website.

**F. Administration:**

Consider authorizing the County Administrative Officer to sign a felony agreement with Ismael Rodriguez for legal representation for the indigent accused effective June 1, 2018 through June 30, 2018, in lieu of his current misdemeanor agreement and a misdemeanor agreement with Eric Hamilton for legal representation for the indigent accused effective June 1, 2018 through June 30, 2018.

V

**REGULAR AGENDA ITEMS**

**9:15 AM A. Public Works Department – Kevin McAlister/Dominic Tyburski**

1. Consider authorizing the Public Works Director to sign the amended consultant services Agreement with Mark Thomas & Company, Inc. to prepare the countywide Systemic Safety Analysis Report.
2. Consider authorizing the Chairman to sign an Agreement to purchase a modular building in Corcoran in the amount of \$1 for continued use by the Human Services Agency.

**9:20 AM B. Administration – Rebecca Campbell/Domingo Cruz/Sande Huddleston**

1. Consider making one appointment to the Agricultural Advisory Committee.
2. Consider awarding the Senate Bill 81 Juvenile Center Remodel and Expansion project construction testing and special inspections services contract to Krazan & Associates, Inc. and authorizing the Chairman to sign the Agreement.
3. Consider authorizing the Chairman to sign and amended two –year Agreement with Innovative Claim Solutions for Workers' Compensation Services effective July 1, 2018 through June 30, 2020.

VI

**STUDY SESSION**

**9:30 AM C. Administration – Rebecca Campbell/Sande Huddleston**  
Information regarding the employee health center.

**VII 9:35 AM D. Board Member Announcements or Reports**

*On their own initiative Board Members may make a brief announcement or a brief report on their own activities. They may ask questions for clarification, make a referral to staff or take action to have staff place a matter of business on a future agenda (Gov. Code Section 54954.2a).*

- ◆ Board Correspondence
- ◆ Upcoming Events
- ◆ Information on Future Agenda Items

**VIII 10:00 AM E. PUBLIC HEARING**

**Public Works – Kevin McAlister**

Hold a Public Hearing receive comments regarding a proposed removal of two crosswalks on 18<sup>th</sup> Avenue approximately 732 and 1,237 feet north of Jersey Avenue and consider authorizing the Public Works Department staff to remove the crosswalks.

**10:00 AM F. PUBLIC HEARING**

**Administration – Rebecca Campbell  
 California Public Finance Authority – Caitlin Lanctot**

Conduct a public hearing under the requirements of the Tax Equity and Fiscal Responsibility Act (TEFRA) and the Internal Revenue Code of 1986 and consider adopting a Resolution approving the tax-exempt financing and issuance of obligations by the California Public Finance Authority for financing the acquisition and construction of Junction Crossing Apartments.

**IX 10:30 AM G. CLOSED SESSION**

- ◆ **Litigation initiated formally.** The title is: *Administrative Proceedings before the California Public Utilities Commission re Grade Separation Applications A1802018 and A1802017 by California High Speed Rail Authority, and County of Kings’ Protests thereto* [Govt. Code Section 54956.9(d)(1)]
- ◆ **Litigation initiated formally.** The title is: *California High-Speed Rail Authority, et al. vs. John Tos, et al., Sacramento County Superior Court Case No. 34-2016-00204740* [Govt. Code Section 54956.9(d)(1)]
- ◆ **Litigation initiated formally.** The title is: *Kings County, et. al. vs. California High-Speed Rail Authority, Sacramento County Superior Court Case #34-2014-80001861* [Govt. Code Section 54956.9(d)(1)]
- ◆ **Deciding to initiate litigation.** *2 cases* [Govt. Code Section 54956.9(d)(4), (e)(1)]

**X H. ADJOURNMENT**

The next regularly scheduled meeting is scheduled for Tuesday, June 12, 2018, at 9:00 a.m.

**XI 11:00 AM I. CALIFORNIA PUBLIC FINANCE AUTHORITY- REGULAR MEETING**

***FUTURE MEETINGS AND EVENTS***

June 12	9:00 AM	Regular Meeting
June 19	9:00 AM	Regular Meeting
June 19	11:00 AM	California Public Finance Authority Regular Meeting
June 26	9:00 AM	Regular Meeting
June 26	1:30 PM	Kings County Housing Authority Board of Directors Regular Meeting
June 26	2:00 PM	Kings In-Home Supportive Services Board Regular Meeting

*Agenda backup information and any public records provided to the Board after the posting of the agenda will be available for the public to review at the Board of Supervisors office, 1400 W. Lacey Blvd, Hanford, for the meeting date listed on this agenda.*

# COUNTY OF KINGS BOARD OF EQUALIZATION

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



## AGENDA ITEM

June 5, 2018

SUBMITTED BY: BOARD OF EQUALIZATION

SUBJECT: Application for Changed Assessment

RECOMMENDED ACTION: **Accept withdrawal on Application for Changed Assessment No. 17-030 filed by CFT NV Developments LLC**

### DISCUSSION:

The application for changed assessment was filed without a hearing deposit in January of 2018. The applicant was given an opportunity to complete the application by submitting the hearing deposit, but no deposit was submitted. The applicant has now formally requested to withdraw the application. The County Assessor recommended acceptance of the withdrawal as presented by the applicant.

## BOARD ACTION

I hereby certify that the above order was passed  
and adopted on \_\_\_\_\_, 2018.  
Catherine Venturella, Clerk to the Board of Supervisors

By: \_\_\_\_\_

Cc: Assessor  
County Counsel  
Applicant



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## *Action Summary*

**May 22, 2018**

**Place:** Board of Supervisors Chambers  
Kings Government Center, Hanford, CA

<b>Chairman:</b>	Richard Valle	(District 2)	<b>Staff:</b>	Rebecca Campbell, County Administrative Officer
<b>Vice Chairman:</b>	Joe Neves	(District 1)		Colleen Carlson, County Counsel
<b>Board Members:</b>	Doug Verboon	(District 3)		Catherine Venturella, Clerk of the Board
	Craig Pedersen	(District 4)		
	Richard Fagundes	(District 5)		

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**I B 1**

**CALL TO ORDER**

**ROLL CALL – Clerk of the Board**

**INVOCATION – Robert Needham – New Hope Orthodox Presbyterian Church**

**PLEDGE OF ALLEGIANCE**

**MEMBERS PRESENT: JOE NEVES, RICHARD VALLE, DOUG VERBOON,  
RICHARD FAGUNDES**

**MEMBERS ABSENT: CRAIG PEDERSEN**

**II B 2**

**UNSCHEDULED APPEARANCES**

*Any person may directly address the Board at this time on any item on the agenda, or on any other items of interest to the public, that is within the subject matter jurisdiction of the Board. Five (5) minutes are allowed for each item.*

**Sheila Lovan, Kings County resident presented information on loose animals in her neighborhood and asked staff to look into the issue.**

***ADJOURN AS THE BOARD OF SUPERVISORS***

**III B 3**

**CONVENE AS THE BOARD OF EQUALIZATION**

Consider accepting a withdrawal on Application for Changed Assessment No. 17-001 filed by Hanford Chrysler-Dodge-Jeep, Inc.

**ACTION: ACCEPT WITHDRAWAL AS PRESENTED (JN/RF/DV/RV-Aye, CP-Absent)**

***ADJOURN AS THE BOARD OF EQUALIZATION***

***RECONVENE AS THE BOARD OF SUPERVISORS***

**IV B 4**

**CONSENT CALENDAR**

*All items listed under the consent calendar are considered to be routine and will be enacted by one motion. For any discussion of an item on the consent calendar, it will be removed at the request of any Board Member and made a part of the regular agenda.*

**A. Approval of the Minutes: May 15, 2018**

**B. Agriculture Department:**

1. Consider authorizing the Chairman to sign an Agreement with the California Department of Food and Agriculture for the County's Petroleum Enforcement Program. [**Agmt 18-036**]
2. Consider authorizing the Chairman to sign an Agreement with the California Department of Food and Agriculture for the County's Certified Market Inspection Program. [**Agmt 18-037**]

**C. Behavioral Health Department:**

Consider adopting a Sober Graduation Program Resolution and authorizing the department to provide program funds in Hanford. [**Reso 18-042**]

**D. Community Development Agency:**

Consider authorizing the Chairman to sign an Agreement with Daylight Legacy Solar, LLC for indemnification and reimbursement for extraordinary costs associated with the processing of Conditional Use Permit No. 18-02. [**Agmt 18-038**]

**E. Health Department:**

1. Consider authorizing the Chairman to sign Agreements with Milton Teske to continue providing services as Health Officer/Tuberculosis Controller/Registrar of Births; Thomas Buford, Pharmacist, to continue providing pharmacist services; Hanumandla Reddy, Cardiologist, to continue providing electrocardiogram services and Beverly Radiology Medical Group doing business [**Agmt 18-039, 18-040, 18-041, 18-042**]
2. Consider authorizing the Chairman to sign the Amendment and associated certifications to the Agreement (Kings County Agreement No. 17-009) with the California Department of Public Health, Office of AIDS and authorizing the Clerk of the Board to sign the budget appropriation and transfer form. [**Agmt 18-043**] (4/5 vote required)

**F. Public Works Department:**

1. Consider authorizing the Chairman to sign the Agreement with Caltrans Division of Rail and Mass Transportation for the Kansas Avenue and BNSF at-grade rail crossing intersection enhancements. [**Agmt 17-121.1**]
2. Consider adopting a Resolution authorizing the Public Works Director to sign Agreements transferring Rule 20A credits to the City of Pismo Beach to complete their underground utility district project. [**Reso 18-043**]

**G. Sheriff's Office:**

Consider authorizing the Sheriff to sign an Agreement with the California Department of Corrections and Rehabilitation to send Kings County offenders to Fire Camps for the purpose of providing incident fire support to firefighters throughout California.

**ACTION: CONSENT CALENDAR APPROVED AS PRESENTED (JN/RF/DV/RV-Aye, CP-Absent)**

**V**

**B 6**

**REGULAR AGENDA ITEMS**

**A. Behavioral Health Department – Lisa Lewis/Ahmad Bahrami**

Consider authorizing the Chairman to sign the amended Agreement with the California Mental Health Services Authority for the administration and oversight of the Central Valley Suicide Prevention Hotline. [**Agmt 17-074.1**]

**ACTION: APPROVED AS PRESENTED (DV/JN/RF/RV-Aye, CP-Absent)**

**B 7**

**B. Department of Finance – Rebecca Valenzuela/Liz Cruz/Anthony Loza**

Consider authorizing the Chairman and of the Board and the Director of Finance to sign the Agreement with Superion for the upgrade of the financial management software known as ONESolution, adopting a Resolution authorizing the Chairman and the Director of Finance to sign the Lease Purchase Agreement and all supporting documents with Government Capital Corporation for financing the upgrade of the financial management software and authorizing the Clerk of the Board to sign the budget appropriation and transfer form. **(4/5 vote required) [Agmt 18-043, 18-044, Reso 18-044]**

**ACTION: ITEM FAILED FOR LACK OF A 4/5 VOTE AND WILL BE BROUGHT BACK ON THE JUNE 12, 2018 AGENDA (DV/JN/RV-Aye., RF-No, CP-Absent)**

**B 5**

**C. Sheriff’s Office – David Robinson**

Consider accepting a donation of \$5,000 from the Kings County Sheriff’s Posse.

**ACTION: APPROVED AS PRESENTED (JN/DV/RF/RV-Aye, CP-Absent)**

**B 8**

**D. Public Works – Kevin McAlister/Dominic Tyburski**

Consider authorizing the Chairman to sign Change Order No. 1 for the 18<sup>th</sup> and Jersey Avenue asphalt concrete overlay project and authorizing the Public Works Director to approve additional costs up to 10% of the new contract amount.

**ACTION: APPROVED AS PRESENTED (DV/JN/RF/RV-Aye, CP-Absent)**

**VI B 9**

**E. Board Member Announcements or Reports**

*On their own initiative Board Members may make a brief announcement or a brief report on their own activities. They may ask questions for clarification, make a referral to staff or take action to have staff place a matter of business on a future agenda (Gov. Code Section 54954.2a).*

**Supervisor Fagundes stated that he cooked for the Hanford Portuguese celebration event on May 19-20, 2018 and attended the Peace Officer’s Memorial event at the Government Center on May 16, 2018.**

**Supervisor Neves stated that he attended the Peace Officer’s Memorial event at the Government Center and attended a meeting at Kings Federal Credit Union on May 16, 2018, attended a CalViva meeting in Fresno on May 17, 2018, attended the Kings/Tulare Area Agency on Aging Seniors in the Park event at Mooney’s Grove and announced the Lemoore High School softball game on May 18, 2018. He stated that he was a judge for the Taco Throw down competition on May 19, 2018 in Hanford, attended the SouthFork Ground Water Assessment workshop and the landowner meeting and the Kings County Water Commission meeting on May 21, 2018 and gave an update on the water flow in the Kings River.**

**Supervisor Valle stated that he was in Sacramento on May 15-17, 2018 attending California State Association of Counties Legislative days, attended a meeting with leaders in Avenal and thanked Health Department Director Ed Hill for attending and working on the issue with residents in Avenal not having access to a local pharmacy. He stated that he attended the San Joaquin Valley Live Grizzly Fest on May 18-19, 2018 in Fresno at Woodward Park.**

- ◆ **Board Correspondence: Rebecca Campbell stated that staff clarified that the Kings Commission on Aging will give \$20 coupon books to qualified Seniors for use at the Hanford Farmer’s Market for produce.**

- ◆ Upcoming Events: **Rebecca Campbell stated that the Kings County Human Services Agency will hold an open house for their new two story building and lobby redesign in building #8 on May 23, 2018, Central Valley Regional Water quality Control Board meeting on the Local Area Management Plan for Kings County Department of Public Health, is on May 31, 2018 at 9:00 a.m., Kings County Commission on Aging will host a Senior Prom Friendship day at the Hanford Civic Auditorium on June 8, 2018 and the Kings County Commission on Aging Council will host a breakfast burrito fundraiser on June 22, 2018.**
- ◆ Information on Future Agenda Items: **Rebecca Campbell stated that the following items would be on a future agenda: Administration budget transfer for Internal Services funds/fleet funds, Fire Services Contract study session for the City of Corcoran, Employee Health Center Agreement, Juvenile Center Project Agreement for Special Inspection and Testing, Kings/Tulare Area Agency on Aging program study session, County Employee of the 1<sup>st</sup> Quarter 2018 presentation, County-wide Oversight Board selection of one Board member and one member appointed from the public and the County proposed budget.**

**The Board took a recess from 9:44 a.m. to 10:02 a.m.**

**VII B 10**

**F. PUBLIC HEARING**

**Administration – Rebecca Campbell  
 Public Works – Kevin McAlister**

Reopen the Public Hearing continued from May 8, 2018 to receive comments regarding a proposed power purchase Agreement for solar projects at the Kings Government Center, along Kings County Drive and at the Road Yard and consider adopting a Resolution approving entering into a solar power purchase and energy storage service Agreement with California Solar 1, LLC and authorizing the Chairman to sign the power purchase Agreement and associated ground Leases. [**Agmt 18-045, Reso 18-045**]

**Supervisor Valle re-opened the public hearing, no testimony was received and the public hearing was closed.**

**ACTION: APPROVED AS PRESENTED (JN/DV/RF/RV-Aye, CP-Absent)**

**VIII B 11**

**G. ADJOURNMENT**

The next regularly scheduled meeting is scheduled for Tuesday, June 5, 2018, at 9:00 a.m.

**The regular meeting of May 29, 2018 has been cancelled due to the observance of Memorial Day on May 30, 2018.**

**IX 11:00 AM**

**H. CALIFORNIA PUBLIC FINANCE AUTHORITY- REGULAR MEETING**

**X 1:30 PM**

**I. HOUSING AUTHORITY BOARD OF COMMISSIONERS- REGULAR MEETING**

**XI 2:00 PM**

**J. IN-HOME SUPPORTIVE SERVICES PUBLIC AUTHORITY- REGULAR MEETING**

***FUTURE MEETINGS AND EVENTS***

May 29	--	REGULAR MEETING CANCELLED IN OBSERVANCE OF MEMORIAL DAY – May 28, 2018
June 5	9:00 AM	Regular Meeting
June 5	11:00 AM	California Public Finance Authority Regular Meeting
June 12	9:00 AM	Regular Meeting
June 19	9:00 AM	Regular Meeting
June 19	11:00 AM	California Public Finance Authority Regular Meeting
June 26	9:00 AM	Regular Meeting
June 26	1:30 PM	Kings County Housing Authority Board of Directors Regular Meeting
June 26	2:00 PM	Kings In-Home Supportive Services Board Regular Meeting

*Agenda backup information and any public records provided to the Board after the posting of the agenda will be available for the public to review at the Board of Supervisors office, 1400 W. Lacey Blvd, Hanford, for the meeting date listed on this agenda.*





# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM June 5, 2018

**SUBMITTED BY:** Agriculture Department – Jimmy Hook/Steve Schweizer

**SUBJECT:** AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE FOR REIMBURSEMENT OF WEIGHMASTER ENFORCEMENT ACTIVITIES

**SUMMARY:**

**Overview:**

The Agricultural Commissioner/Sealer, through a cooperative agreement with the Department of Food and Agriculture, will perform inspection activities on weighmaster locations licensed as Junk Dealers and Recyclers.

**Recommendation:**

Authorize the Chairman to sign the Agreement with the California Department of Food and Agriculture for the County's Weighmaster Enforcement Program.

**Fiscal Impact:**

Revenues of \$720 for this program are included in the Requested FY 2018/19 budget unit 260000, account 81512000 (State Aid-Agriculture).

**BACKGROUND:**

The Agricultural Commissioner/Sealer, through a cooperative agreement, will inspect Weighmaster locations licensed as Junk Dealers and Recyclers in accordance with the California Business and Professions Code. Activities include verifying the accuracy of their license information. The term of this agreement is from July 1, 2018 through June 30, 2019.

The agreement has been reviewed and approved by County Counsel.

**BOARD ACTION:**

APPROVED AS RECOMMENDED: \_\_\_\_\_ OTHER: \_\_\_\_\_

I hereby certify that the above order was passed and adopted  
on \_\_\_\_\_, 2018.

CATHERINE VENTURELLA, Clerk of the Board

By \_\_\_\_\_, Deputy.

**COOPERATIVE AGREEMENT  
SIGNATURE PAGE**

AGREEMENT NUMBER
<b>18-0126-000-SA</b>

1. This Agreement is entered into between the State Agency and the Recipient named below:

STATE AGENCY'S NAME  
**CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)**

RECIPIENT'S NAME  
**COUNTY OF KINGS**

2. The Agreement Term is: July 1, 2018 through June 30, 2019

3. The maximum amount of this Agreement is: \$720.00

4. The parties agree to comply with the terms and conditions of the following exhibits and attachments which are by this reference made a part of the Agreement:

Exhibit A: Recipient and Project Information	1 Page
Exhibit B: General Terms and Conditions	3 Page(s)
Exhibit C: Payment and Budget Provisions	1 Page
Attachments: Scope of Work and Budget	

**IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.**

**RECIPIENT**

RECIPIENT'S NAME (*Organization's Name*)  
COUNTY OF KINGS

BY (*Authorized Signature*)

DATE SIGNED (*Do not type*)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS  
680 N Campus Drive, Suite B, Hanford, CA 93230

**STATE OF CALIFORNIA**

AGENCY NAME  
**CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)**

BY (*Authorized Signature*)

DATE SIGNED (*Do not type*)

PRINTED NAME AND TITLE OF PERSON SIGNING  
CRYSTAL MYERS, BRANCH CHIEF, OFFICE OF GRANTS ADMINISTRATION

ADDRESS  
1220 N STREET, ROOM 120  
SACRAMENTO, CA 95814

**EXHIBIT A**

**RECIPIENT AND PROJECT INFORMATION**

1. CDFA hereby awards an Agreement to the Recipient for the project described herein:  
The CDFA will pay the County for each initial inspection of an assigned junk dealer and recycler establishment licensed as a Weighmaster, to determine compliance with Business and Professions Code Division 5, Chapter 7, Section 12703.1.

Project Title: Weighmaster Program

2. The Managers for this Agreement are:

<b>FOR CDFA:</b>		<b>FOR RECIPIENT:</b>	
Name:	Rebecca Bland	Name:	Jimmy Hook
Division/Branch:	Measurement Standards / Petroleum Products	Organization:	COUNTY OF KINGS
Address:	6790 Florin Perkins Road, Suite 100	Address:	680 N Campus Drive, Suite B
City/State/Zip:	Sacramento, CA 95828-1812	City/State/Zip:	Hanford, CA 93230
Phone:	(916) 229-3000	Phone:	(559) 852-2830
Email Address:	rebecca.bland@cdfa.ca.gov	Email Address:	jimmy.hook@co.kings.ca.us

3. The Grant Administrative Contacts for this Agreement are:

<b>FOR CDFA:</b>		<b>FOR RECIPIENT:</b>	
Name:	Dinah Felipe	Name:	
Division/Branch:	Measurement Standards / Petroleum Products	Organization:	
Address:	6790 Florin Perkins Road, Suite 100	Address:	
City/State/Zip:	Sacramento, CA 95828-1812	City/State/Zip:	
Phone:	(916) 229-3000	Phone:	
Email Address:	dinah.felipe@cdfa.ca.gov	Email Address:	

<b>FISCAL CONTACT FOR RECIPIENT (if different from above):</b>
Name:
Organization:
Address:
City/State/Zip:
Phone:
Email Address:

4. **RECIPIENT: Please check appropriate box below:**

Research and Development (R&D) means all research activities, both basic and applied, and all development activities that are performed by non-Federal entities. The term research also includes activities involving the training of individuals in research techniques where such activities utilize the same facilities as other R&D activities and where such activities are not included in the instruction function.

This award  does  does not support R&D.

5. For a detailed description of activities to be performed and duties, see Scope of Work and Budget.

## EXHIBIT B

### GENERAL TERMS AND CONDITIONS

**1. Approval**

This Agreement is of no force or effect until signed by both parties. The Recipient may not invoice for activities performed prior to the commencement date or completed after the termination date of this Agreement.

**2. Assignment**

This Agreement is not assignable by the Recipient, either in whole or in part, without the consent of CDFA Agreement Manager or designee in the form of a formal written amendment.

**3. Governing Law**

This Agreement is governed by and will be interpreted in accordance with all applicable State and Federal laws.

**4. State and Federal Law**

It is the responsibility of the Recipient to know and understand which state, federal, and local laws regulations, and ordinances applicable are to this Agreement and Project. Recipient shall be responsible for observing and complying with all applicable state and federal laws and regulations, and failure to comply may constitute a material breach.

**5. Recipient Commitments**

The Recipient accepts and agrees to comply with all terms, provisions, conditions and commitments of the Agreement, including all incorporated documents, and to fulfil all assurances, declarations, representations, and statements made by the Recipient in the application, documents, amendments, and communications in support of its request for funding.

**6. Performance and Assurances**

The Recipient agrees to faithfully and expeditiously perform or cause to be performed all Project work as described in the Scope of Work, and to apply grant funds received only to allowable Project costs in accordance with applicable provisions of the law and Grant Procedures Manual, if applicable.

**7. Mutual Liability**

Each party hereto agrees to be responsible and assume mutual and proportional liability for its own wrongful or negligent acts of omissions, or those of its officers, agents or employees to the full extent required by law.

**8. Unenforceable Provision**

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and will not be affected thereby.

**9. Contractors/Consultants**

The Recipient, and the agents and employees of Recipient, in the performance of this Agreement, are not officers, employees, or agents of the CDFA. The Recipient's obligation to pay its Contractors/Consultants is an independent obligation from the CDFA's obligation to make payments to the Recipient. Recipient agrees to comply with all applicable State and local laws and regulations during the term of this Agreement. All Contractors/Consultants shall have the proper licenses/certificates required in their respective disciplines. The Contractors/Consultants shall not affect the Recipient's overall responsibility for the management of the project, and the Recipient shall reserve sufficient rights and control to enable it to fulfill its responsibilities under this Agreement.

**10. Non-Discrimination Clause**

During the performance of this Agreement, Recipient and its Contractors will not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, physical or mental disability, medical condition, age, marital status, and denial family care leave.

The Recipient and Contractors will ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Recipient and Contractors will comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 *et seq.*) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 *et seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Recipient and its Contractors will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining unit or other Agreement. The Recipient must include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

**11. Excise Tax**

The State of California is exempt from Federal excise taxes and no payment will be made for any taxes levied on employees' wages. The CDFA will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another State.

**12. Disputes**

The Recipient must continue with the responsibilities under this Agreement during any dispute. In the event of a dispute, the Recipient must file a "Notice of Dispute" with the CDFA Agreement Manager or designee within ten (10) calendar days of discovery of the problem. The Notice of Dispute must contain the Agreement number. Within ten (10) calendar days of receipt of the Notice of Dispute, the CDFA Agreement Manager or designee must meet with the Recipient for the purpose of resolving the dispute. In the event of a dispute, the language contained within this Agreement prevails.

**13. Right to Terminate**

This Agreement may be terminated by either party hereto upon written notice delivered to the other party at least thirty (30) calendar days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred prior to the date of termination. In the event of Termination for Convenience of this Agreement by CDFA, CDFA must pay all responsible costs and non-cancellable obligations incurred by the Recipient as of the date of termination.

**14. Termination for Cause**

Either party reserve the right to immediately terminate this Agreement for cause subject to written notice. However, each party will have fifteen (15) calendar days after receipt of the termination notice to cure the breach. If the breach is not cured within fifteen (15) calendar days of receipt of notice, the CDFA shall reimburse the Recipient for all documented costs incurred up to the date of termination, including all non-cancellable obligations.

**15. Force Majeure**

The Recipient shall not be liable for any failure to perform as required by this Agreement, to the extent such failure to perform is caused by any of the following: labor disturbances or disputes of any kind, accidents, failures of any required governmental approval, civil disorders, acts of aggression, acts of God, energy or other conservation measures, failure of utilities, mechanical breakdowns, materials shortages, disease, or similar occurrences.

**16. Suspension of Payments**

Reimbursement under this Agreement may be suspended or terminated, or both, and Recipient may be subject to debarment if CDFA determines that Recipient has breached the terms of this Agreement. A determination of breach may be appealed in writing and post marked within ten (10) business days of the date of notification, and addressed to CDFA, Legal Hearing and Appeals Office or emailed to [CDFA.LegalOffice@cdfa.ca.gov](mailto:CDFA.LegalOffice@cdfa.ca.gov).

California Department of Food and Agriculture  
Legal Hearing and Appeals Office  
1220 N Street  
Sacramento, CA 95814

**17. Breach Provisions**

The Recipient may be in material breach under this Agreement if it fails to comply with any term of this Agreement. In the event of a material breach, CDFA shall provide in writing a Notice of Breach to the Recipient within ten (10) calendar days upon discovery of breach. Recipient shall have ten (10) calendar days from receipt of the notice to cure the breach. If the Recipient fails to cure the breach within the time prescribed by this Agreement, CDFA may do any of the following:

- A. Suspend payments;
- B. Demand repayment of all funding;
- C. Terminate the Agreement; or
- D. Take any other action deemed necessary to recover costs.

If CDFA determines that Recipient is not in material breach but that a Project is not being implemented in accordance with the provisions of this Agreement, or that Recipient has failed in any other respect to comply with the provisions of this Agreement, and if Recipient does not remedy any such failure in a reasonable manner, CDFA may withhold all or any portion of the grant funding and take any other action that CDFA deems necessary to protect its interests.

Where a portion of the grant funding has been disbursed to the Recipient and CDFA notifies Recipient of its decision not to release funds that have been withheld pursuant to Exhibit B, Suspension of Payments Provision, the portion that has been disbursed shall thereafter be repaid immediately. CDFA may consider Recipient's refusal to repay the requested disbursed amount a contract breach subject to the default provisions in Suspension of Payments Provision.

If CDFA notifies Recipient of its decision to withhold the entire funding amount from Recipient pursuant to this paragraph, this Agreement shall terminate upon receipt of such notice by Recipient and CDFA shall no longer be required to provide funds under this Agreement and the Agreement shall no longer be binding on either party.

In the event CDFA finds it necessary to enforce this provision of this Agreement in the manner provided by law, Recipient agrees to pay all costs incurred by CDFA including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

**18. Publicity and Acknowledgement**

The Recipient agrees that it will acknowledge CDFA's support whenever projects funded, in whole or in part, by this Agreement are publicized in any news media, brochures, publications, audiovisuals, presentations or other types of promotional material in accordance with the Grant Procedures Manual, if applicable. Recipients may not use the CDFA logo.

**19. News Releases/Public Conferences**

The Recipient agrees to notify the CDFA in writing at least two (2) business days before any news releases or public conferences are initiated by the Recipient or its Contractors/Consultants regarding the project described in the Attachments, Scope of Work and Budget and any project results.

**20. Scope of Work and Budget Changes**

Changes to the Scope of Work, Budget or the Project term, must be requested in writing to CDFA Grant Administrative Contact no later than thirty (30) days prior to the requested implementation date. Any changes to the Scope of Work and Budget are subject to CDFA approval and, at its discretion, CDFA may choose to accept or deny any changes. If accepted and after negotiations are concluded, the agreed upon changes will be made and become part of this Agreement. CDFA will respond in writing as to whether the proposed changes are accepted.

**21. Reporting Requirements**

The Recipient agrees to comply with all reporting requirements specified in Scope of Work and/or Grant Procedures Manual.

**22. Equipment**

The Recipient must comply with the requirements and procedures regarding the use, maintenance, disposition, and reporting of equipment in accordance with the Scope of Work and/or Grant Procedures Manual.

**23. Closeout**

The Agreement will be closed out after the completion of the project or project term, receipt and approval of the final invoice and final report, and resolution of any performance or compliance issues.

**24. Confidential and Public Records**

The Recipient and CDFA understand that each party may come into possession of information and/or data which may be deemed confidential or proprietary by the person or organization furnishing the information or data. Such information or data may be subject to disclosure under the California Public Records Act or the Public Contract Code. CDFA has the sole authority to determine whether the information is exempt from public release. If CDFA deems the data exempt, it shall maintain such information as confidential and notify the Recipient of any requests for release of the information.

**25. Property Damage Claims Process**

Should a property owner claim damages arising under, related to or involving this Agreement, the Recipient shall forward the property owner's written request for compensation to the CDFA Agreement Manager. The written request shall be fully supported by factual information. The Agency Secretary or designee will have thirty (30) calendar days after receipt of the written request to render a written decision. If a written decision is not rendered within thirty (30) calendar days after receipt of the request or the property owner disputes the CDFA's decision, the property owner may file a claim with the California Department of General Services.

**26. Amendments**

Changes to funding amount or Agreement term require an amendment and must be requested in writing to the CDFA Agreement Manager or designee no later than sixty (60) calendar days prior to the requested implementation date. Amendments are subject to CDFA approval, and, at its discretion, may choose to accept or deny these changes. No amendments are possible if the Agreement is expired.

## EXHIBIT C

### PAYMENT AND BUDGET PROVISIONS

#### 1. Invoicing and Payment

- A. For activities satisfactorily rendered and performed according to the attached Scope of Work and Budget, and upon receipt and approval of the invoices, CDFA agrees to reimburse the Recipient for actual allowable expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. Invoices must include the Agreement Number, performance period, type of activities performed in accordance with this Agreement, and when applicable, a breakdown of the costs of parts and materials, labor charges, and any other relevant information required to ensure proper invoices are submitted for payment.
- C. Unless stated in the Scope of Work and/or Grant Procedures Manual, monthly invoices must be submitted to the CDFA Administrative Contact, within thirty (30) calendar days after the end of each month in which activities under this Agreement were performed.
- D. Unless stated in the Scope of Work and/or Grant Procedures Manual, a final invoice will be submitted for payment no more than thirty (30) calendar days following the expiration date of this Agreement, or after project is complete, whichever comes first. The final invoice must be clearly marked "Final Invoice" thus indicating that all payment obligations of the CDFA under this Agreement have ceased and that no further payments are due or outstanding.

#### 2. Allowable Expenses and Fiscal Documentation

- A. The Recipient must maintain adequate documentation for expenditures of this Agreement to permit the determination of the allowability of expenditures reimbursed by CDFA under this Agreement. If CDFA cannot determine if expenditures are allowable under the terms of this Agreement because records are nonexistent or inadequate according to Generally Accepted Accounting Principles, CDFA may disallow the expenditures.
- B. If domestic travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable for travel within California are those established by the California Department of Human Resources ([CalHR](#)). The maximum rates allowable for domestic travel outside of California are those established by the United States General Services Administration ([GSA](#)).
- C. If foreign travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable are those established in a per diem supplement to Section 925, Department of State Standardized Regulations.
- D. The Recipient will maintain and have available, upon request by CDFA, all financial records and documentation pertaining to this Agreement. These records and documentation will be kept for three (3) years after completion of the Agreement period or until final resolution of any performance/compliance review concerns or litigation claims.

#### 3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, California Government Code Title 1, Division 3.6, Part 3, Chapter 4.5, commencing with Section 927 - The California Prompt Payment Act.

#### 4. Budget Contingency Clause

If funding for any fiscal year is reduced or deleted for purposes of this program, the CDFA has the option to either cancel this Agreement with no liability occurring to the CDFA, or offer to amend the Agreement to reflect the reduced amount.

## SCOPE OF WORK

In the best interest of the state, under the authority of the Secretary of the Department of Food and Agriculture (CDFA), and in accordance with the California Business and Professions Code (BPC), Division 5, Chapter 7, Section 12703.1, the Division of Measurement Standards (Division) and the County agree to the conditions and requirements within this Scope of Work.

The Division will pay the County \$240.00 for each completed initial inspection of an assigned junk dealer or recycler establishment licensed as a weighmaster to determine compliance with BPC Section 12703.1. For purposes of this Agreement, a "junk dealer" and "recycler" are as defined in BPC Sections 21601 and 21605(b). An initial inspection is the first physical inspection in the fiscal year of a business location after renewal or issuance of a weighmaster license. The total allocation to the County for these inspections shall not exceed the Agreement.

The County shall obtain all required information regarding a newly licensed junk dealer or recycler weighmaster via the county "undisclosed" link. The County shall have 75 calendar days after issuance of a license to either conduct an initial inspection at each assigned junk dealer or recycler weighmaster location or notify the Division in writing that they will be unable to perform the inspection. Failure to perform an initial inspection within 75 calendar days shall result in nonpayment.

Per BPC Section 12703.1. (c) (1)., the County shall complete an initial inspection of the information contained in the Weighmaster License Application. Findings shall be recorded on the Weighmaster Inspection Report (Form 42-009, Rev. 11/14) supplied by the Division.

The initial inspection shall verify that the following items are materially accurate:

- Weighmaster License Application information
  - Business License information
  - The weighmaster location or business has a Storm Water Permit issued by the State Water Resources Board, or has applied for a Storm Water Permit, or substantiation the permit is not required
  - Thumbprint equipment is functioning and in good working order
  - Photograph/camera equipment is functioning and in good working order
  - Verification that the weighmaster has signed up to receive theft alert notifications
  - Verification of the name or names of any deputy weighmasters
- Weighmaster License information



- All commercial weighing devices are sealed

The County may observe other violations while performing an initial inspection. Per BPC Section 12015, the County agrees to document and take the appropriate enforcement action upon discovery of any violation of weights and measures laws during this inspection.

Within five (5) calendar days of conducting an initial inspection, the County shall upload an electronic copy of the completed Weighmaster Inspection Report and a photograph of the site showing how and where the weighmaster conducts their business activities via the Division's county "undisclosed" link. For business locations failing an initial inspection, the County shall also upload all supporting evidence; i.e., copies of county report forms, emails, and photographs demonstrating license information submitted was not materially accurate. Electronic copies may be in pdf, jpg, or png format.

**Note:** The Weighmaster Inspection Report must be scanned or photographed separately from any supporting documents; however, all supporting documents and photographs may be combined into one file. Uploading the Weighmaster Inspection Report and any supporting documents completes the initial inspection and entitles the County to payment.

When a location is found to be out of business, the County shall complete and upload a Weighmaster Inspection Report indicating the location is no longer in business and notify the Division in accordance with the instructions above. Locations that are out of business are not billable.

The original Weighmaster Inspection Report shall be maintained at the County Office of Weights and Measures for three (3) years and be made available to the Division upon request.

All requests for payment under this Agreement shall be made on the County's official letterhead. The invoice shall be submitted quarterly and include a summary sheet with the following information: the number of inspections completed; a list of locations where the inspections were conducted; the weighmaster license name; the weighmaster license number; and, the amount of money requested. **The County shall upload the completed invoice including the required summary sheet in pdf format via the county "undisclosed" link.** Funds will be disbursed to the County on approval of the invoice submitted quarterly.

# County Letterhead Here

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## Weighmaster Agreement

## INVOICE

**To:**

California Department of Food & Agriculture  
Division of Measurement Standards  
6790 Florin Perkins Road, Suite 100  
Sacramento, CA 95828  
Attn: Rebecca Bland, Agreement Manager

Agreement # \_\_\_\_\_

Fiscal Year

**FY 2018/19**

Quarter \_\_\_\_\_

PCA #

**54001/9999000541**

In accordance with the California Business and Professions Code Section 12703.1, funds have been allocated for CDFA to pay the County of \_\_\_\_\_ in the sum of \$ \_\_\_\_\_ for fiscal year 2018/19.

The County has complied with the conditions as required.

**Approved:** \_\_\_\_\_  
County Representative

Date: \_\_\_\_\_

**Approved:** \_\_\_\_\_  
Division of Measurement Standards

Date: \_\_\_\_\_

Include a summary list stating the total number of initial inspections completed, location of inspections, the weighmaster license name, the weighmaster license number, and the amount of money requested. **Please submit invoice in pdf, jpg, or png format when uploading via the county "undisclosed" link.**

**Weighmaster Program Cooperative Agreement**  
FY 18/19

**BUDGET**

**County: Kings**

Weighmaster Enforcement: PCA 54001/9999000541

3 Site Inspections at \$240.00 per Inspection: \$ 720.00

**Total Agreement Amount:** \$ 720.00



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM June 5, 2018

**SUBMITTED BY:** Behavioral Health –Lisa Lewis/Katie Arnst

**SUBJECT:** MENTAL HEALTH SERVICES ACT PREVENTION & EARLY INTERVENTION FUNDS TRANSFER TO TULARE COUNTY

**SUMMARY:**

**Overview:**

Behavioral Health is requesting the Board to approve a transfer of funds from Kings County’s Mental Health Services Act (MHSA) Prevention & Early Intervention (PEI) funds to Tulare County as part of the approved 2017 – 2020 MHSA Program & Expenditure Plan.

**Recommendation:**

**Authorize Behavioral Health to transfer funds from Kings County’s Mental Health Services Act Prevention & Early Intervention funds to Tulare County for suicide prevention programs.**

**Fiscal Impact:**

There is no additional cost to the County General Fund. Revenues and expenditures in the amount of \$150,000 are found in Fiscal Year 2017/2018 Budget Unit #422200, titled Mental Health Services Act.

**BACKGROUND:**

On October 4, 2011, your Board adopted the Statewide PEI Plan between Kings and Tulare County. The Statewide PEI Plan established a collaborative plan for the provision of suicide prevention, stigma reduction and student mental health services. The Statewide PEI Plan reached its sunset on June 30, 2014 and since then both counties have maintained the collaborative partnership through the Tulare & Kings Suicide Prevention Task Force (SPTF).

Funding for suicide prevention is provided by the county's MHSA PEI allocations. To facilitate a streamlined process of fiscal expenditures and management, Behavioral Health is requesting to transfer

(Cont’d)

**BOARD ACTION:**

APPROVED AS RECOMMENDED: \_\_\_\_\_ OTHER: \_\_\_\_\_

I hereby certify that the above order was passed and adopted  
on \_\_\_\_\_, 2018.

CATHERINE VENTURELLA, Clerk to the Board

By \_\_\_\_\_, Deputy.

## **Agenda Item**

### **MENTAL HEALTH SERVICES ACT PREVENTION & EARLY INTERVENTION FUNDS TRANSFER TO TULARE COUNTY**

**June 5, 2018**

**Page 2 of 2**

Funds to Tulare County. Your Board approved similar transfers in the amount of \$150,000 on June 30, 2015 for Fiscal Year 2014/2015, March 8, 2016 for Fiscal Year 2015/2016, and May 9, 2017 for Fiscal Year 2016/2017. Fiscal Year 2017/2018 expenditures and activities will remain consistent with the 2017 – 2020 MHSA Program & Expenditure Plan that was approved by your Board on January 23, 2018. The efforts include the following activities:

**Tulare & Kings County Suicide Prevention Task Force (SPTF)** promotes public awareness of prevention issues, improves and expands suicide reporting systems, and promotes effective clinical and professional practices.

**Reduction and Elimination of Stigma Through Art Targeted Education (RESTATE)** is a stigma and discrimination reduction program designed to educate local high school students about mental health issues through a curriculum that uses media arts to promote awareness and understanding of mental health.

**The Source LGBT+ Center (Source)** cultivates new resources through advocacy, partnerships and fundraising to unite and advance the LGBT+ community in Tulare and Kings Counties. The Source offers a monthly pop up meeting in Kings County which provides fellowship, education and support.

**Depression Reduction Achieving Wellness (DRAW)** program is a campus-linked project that addresses the first onset of a psychiatric illness in students through collaboration with an institution of higher education. DRAW provides students with education regarding both the cultivation of wellness approaches and the identification of signs and symptoms of mental illness, short-term low-intensity intervention services, referrals to community-based agencies for more extended or intensive services when needed, and training for college staff on the signs and symptoms of depression.

**Local Outreach to Suicide Survivors (LOSS)** is a program that dispatches support teams to the location of a suicide to provide resources, support, and hope to friends and family members of the suicide victim.



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM June 5, 2018

**SUBMITTED BY:** District Attorney – Keith Fagundes/Robert Waggle

**SUBJECT:** OUT OF STATE TRAVEL REQUEST

**SUMMARY:**

**Overview:**

The District Attorney's Office is requesting approval for Investigator Perla Trejo to attend the National Children's Leadership Conference in Washington, D.C., from June 10, 2018 through June 14, 2018 and for Investigator Chris Jackson to attend the Internet Crimes Against Children (ICAC) National Conference in Atlanta, GA from June 12, 2018 through June 14, 2018.

**Recommendation:**

- 1.) Authorize out of state travel for Investigator Perla Trejo to attend the National Children's Leadership Conference in Washington, D.C., from June 10, 2018 through June 14, 2018; and
- 2.) Authorize out of state travel for Investigator Chris Jackson to attend the Internet Crimes Against Children National Conference in Atlanta, GA from June 12, 2018 through June 14, 2018.

**Fiscal Impact:**

The fiscal impact for Investigator Trejo to attend the National Children's Leadership Conference is not expected to exceed \$2,909 and may be reimbursable after the Child Advocacy Center Program Grant is awarded to the District Attorney's Office. Funding for Investigator Jackson to attend the ICAC National Conference will be reimbursed through the Fresno ICAC Task Force and is not expected to have a fiscal impact.

**BACKGROUND:**

The District Attorney's Office is heavily involved in the investigation of child sexual abuse and as part of these types of investigations the office is a member agency with the Child Advocacy Centers of California (CACC)

(Cont'd)

**BOARD ACTION:**

APPROVED AS RECOMMENDED: \_\_\_\_\_ OTHER: \_\_\_\_\_

I hereby certify that the above order was passed and adopted  
on \_\_\_\_\_, 2018.

CATHERINE VENTURELLA, Clerk of the Board

By \_\_\_\_\_, Deputy.

## **Agenda Item**

### **OUT OF STATE TRAVEL REQUEST**

**June 5, 2018**

**Page 2 of 2**

and Western Regional Children Advocacy Center (WRCAC). In January, 2018, the District Attorney's Office applied for the KC Grant which, once approved, will cover costs associated with this type of training. This training is necessary in order to continue our efforts in becoming a certified Child Advocacy Center, maintaining adherence with grant requirements, as well as professional development.

The District Attorney's Office also participates in the Internet Crimes Against Children Task Force. This is a Federally Funded Task Force whose primary focus is Internet and Computer related crimes where children are the victims. This task force aids local government by providing at no cost training and equipment. The District Attorney's Office has participated in this Task Force for the past ten years. Over the past ten years our office has taken advantage of this training program which provides advanced training to our Investigators and Attorneys.



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM June 5, 2018

**SUBMITTED BY:** Information Technology – John Devlin/Dan Willhite

**SUBJECT:** FLEET SURPLUS VEHICLES

**SUMMARY:**

**Overview:**

Historically, County of Kings' surplus vehicles and rolling stock have been offered for sale at public auction. The County currently has an account with Public Surplus Online Auction Co. (Public Service), and there are some asset forfeiture vehicles to offer for sale at this time.

**Recommendation:**

1. Declare 3 vehicles as surplus; and
2. Authorize the Purchasing Manager to consign them for sale on Public Surplus' website.

**Fiscal Impact**

Revenues from the sale of these assets were not anticipated in the County budget for FY 2017-2018. Revenues from the sale of these vehicles will be deposited into Fund 0015 (Narcotics Task Force asset forfeiture fund), budget unit 290200 and account 81720005 (other revenue).

**BACKGROUND:**

The Narcotics Task Force has seized vehicles pursuant to Section 11359 of the Health and Safety Code, and they have been declared forfeited by the Superior Court of California. Now, these vehicles are available for the County to dispose of. The staff requests to list these vehicles, described briefly below, available for sale at auction.

VIN	YEAR	MAKE	MODEL	MILEAGE
1G3GR47AJGR330889	1986	OLDSMOBILE	CUTLASS SUPR	68,051
1FAHP33P63W02926	2003	FORD	FOCUS	178,223
1HGCD563XRA192343	1994	HONDA	ACCORD	140,059

**BOARD ACTION:**

APPROVED AS RECOMMENDED: \_\_\_\_\_ OTHER: \_\_\_\_\_

I hereby certify that the above order was passed and adopted  
on \_\_\_\_\_, 2018.

CATHERINE VENTURELLA, Clerk to the Board

By \_\_\_\_\_, Deputy.





# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM

June 5, 2018

**SUBMITTED BY:** Administration – Rebecca Campbell

**SUBJECT:** DEFENSE OF THE INDIGENT ACCUSED FELONY AND MISDEMEANOR AGREEMENTS

### **SUMMARY:**

#### **Overview:**

Kings County provides criminal defense services to the indigent through a series of agreements with private attorneys. These contracts run on a fiscal year basis, and are renewed prior to July 1 each year. Each year there are typically changes that occur that require approval for new contractors.

#### **Recommendation:**

1. Authorize the County Administrative Officer to sign a felony agreement with Ismael Rodriguez for legal representation for the indigent accused effective June 1, 2018 through June 30, 2018, in lieu of his current misdemeanor agreement; and
2. Authorize the County Administrative Officer to sign a misdemeanor agreement with Eric Hamilton for legal representation for the indigent accused effective June 1, 2018 through June 30, 2018. A copy is on file with the Clerk of the Board.

#### **Fiscal Impact:**

None, as this contract will replace a terminated contract for the same services.

### **BACKGROUND:**

Changes proposed to the annual contracts with the attorneys that provide indigent defense services are typically due to terminations, resignations and changes recommended by staff. These proposed contracts are to replace another contract that recently became available, so there's no change in total contracts or total annual cost of all the indigent defense contracts. A copy of the contract is on file with the Clerk of the Board.

**BOARD ACTION:**

APPROVED AS RECOMMENDED: \_\_\_\_\_ OTHER: \_\_\_\_\_

I hereby certify that the above order was passed and adopted  
on \_\_\_\_\_, 2018.

CATHERINE VENTURELLA, Clerk of the Board

By \_\_\_\_\_, Deputy.



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM June 5, 2018

**SUBMITTED BY:** Public Works Department – Kevin McAlister/Dominic Tyburski

**SUBJECT:** SYSTEMIC SAFETY ANALYSIS REPORT

**SUMMARY:**

**Overview:**

On December 12, 2017, your Board awarded the Systemic Safety Analysis Report (SSAR) preparation to Mark Thomas & Company, Inc. through the Request for Qualifications (RFQ) process. The initial contract amount was \$98,828 with \$100,000 in allocated State funding. In order to capitalize on economy of scale and maximize the public benefit by increasing the number of study locations, an additional \$100,000 in State funding was requested for a total allocation of \$200,000. The additional funding request was approved by Caltrans which will increase the consultant agreement cost to \$197,723.

**Recommendation:**

**Authorize the Public Works Director to sign the amended Consultant Services Agreement with Mark Thomas & Company, Inc. to prepare the countywide Systemic Safety Analysis Report.**

**Fiscal Impact:**

The project is programmed through the State of California’s Systemic Safety Analysis Report Program (SSARP). The state reimbursement rate for this project is 90% with a 10% local match. If approved, the consultant fee is \$197,723 of which approximately \$19,772 will be paid by the County Road Fund as shown in the approved FY 2017/18 Budget Unit 311000, Account 82223135.

**BACKGROUND:**

The Public Works Department is working to develop an SSAR for county roadways utilizing SSARP funding approved in August of 2017. The purpose of this report is to identify safety issues across intersections and roadway segments providing solutions as recommended in the Caltrans Local Roadway Safety Manual and help the County identify locations for future Highway Safety Improvement Program (HSIP) funding cycles. Recent

(Cont’d)

**BOARD ACTION:**

APPROVED AS RECOMMENDED: \_\_\_\_\_ OTHER: \_\_\_\_\_

I hereby certify that the above order was passed and adopted  
on \_\_\_\_\_, 2018.

CATHERINE VENTURELLA, Clerk to the Board

By \_\_\_\_\_, Deputy.

## **Agenda Item**

### **SYSTEMIC SAFETY ANALYSIS REPORT**

**June 5, 2018**

**Page 2 of 2**

changes in HSIP funding rules have made the preparation of an SSAR key in securing future HSIP funding. The program initially allocated \$100,000 to the County in State funds (of which 10% is required local match funds) to hire a consultant for the purpose of preparing an SSAR. Upon an initial review of the number of desired locations to study, a request was submitted by Public Works staff to Caltrans requesting an additional \$100,000 in SSARP funds (also requiring a 10% local match) which was subsequently approved by Caltrans. Total SSARP funding for this project is \$180,000 with a \$20,000 local match from the County Road Fund for a total project allocation of \$200,000.

The amended agreement has been reviewed and approved by County Counsel.

**CONSULTANT SERVICES AGREEMENT  
AMENDMENT - I**



**SYSTEMIC SAFETY ANALYSIS REPORT**

**SYSTEMIC SAFETY ANALYSIS REPORT PROGRAM  
SSARP-5945(108)  
RFP # 2018-16**

**June 5, 2018**

**ISSUED BY:**

Kings County-Public Works Department  
1400 W. Lacey Boulevard  
Building 6  
Hanford, CA 93230

# KINGS COUNTY SYSTEMIC SAFETY ANALYSIS REPORT

## FIRST AMENDMENT TO AGREEMENT BETWEEN COUNTY OF KINGS AND MARK THOMAS & COMPANY, INC.

This first Amendment to that Agreement (RFP#2018-16) commencing on December 12, 2017, (“Amendment I”) is made on the 5<sup>th</sup> day of June, 2018, by and between the County of Kings (“County”) and Mark Thomas & Company, Inc. (“Consultant”) upon the following terms and conditions:

### RECITALS

WHEREAS, the County and Consultant entered into that Agreement commencing December 12, 2017, (“Agreement”) for the preparation of a Systemic Safety Analysis Report for Kings County; and

WHEREAS, as set forth in Section 4.A., the Parties may modify the Agreement by a written, executed document; and

WHEREAS, the Parties intend to modify this Agreement to reflect changes in scope and fee.

NOW, THEREFORE, the Parties agree as follows:

1. Section 4.A. shall be amended as follows:

4. COMPENSATION.

A. County shall pay Consultant a fee in the amount of **\$197,723.00** for Required Tasks (including subtasks) as set forth in **Exhibit B**. The total fee paid to the Consultant shall include compensation for all work and deliverables, including but not limited to salary, overhead, profit, travel, and equipment as described in **Exhibit A**. No additional compensation will be paid to Consultant, unless there is a change in the scope of work or scope of the project.

2. Exhibit A shall be replaced with Revised Exhibit A attached hereto and incorporated herein as though fully set forth. Any reference throughout the Agreement or its Exhibits to “Exhibit A” shall be with “Revised Exhibit A”.

3. Exhibit B shall be replaced with Revised Exhibit B attached hereto and incorporated herein as though fully set forth. Any reference throughout the Agreement or its Exhibits to “Exhibit B” shall be with “Revised Exhibit B”.

4. The recitals are an integral part of this Amendment and are incorporated herein.

5. All other terms and conditions of the Agreement shall remain in full force and effect.

**KINGS COUNTY SYSTEMIC SAFETY ANALYSIS REPORT**

IN WITNESS WHEREOF, the Parties have caused this Amendment I to Agreement to be executed on the day and year as provided above.

Consultant

Dated: \_\_\_\_\_

By: \_\_\_\_\_

County

Dated: \_\_\_\_\_

By: \_\_\_\_\_

RECOMMENDED:

Dated: \_\_\_\_\_

By: \_\_\_\_\_

APPROVED AS TO FORM:  
Colleen Carlson, County Counsel

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Juliana F Gmur  
Assistant County Counsel

**REVISED EXHIBIT A  
SCOPE OF WORK**



**MARK THOMAS**

March 23, 2018

Mr. Dominic Tyburski  
1400 W. Lacey Boulevard  
Hanford, CA 93230

**Project No.: FN-17107**

**RE: Extra Work Request #01 – SSAR Additional Study Locations**

Dear Mr. Tyburski:

Mark Thomas & Company (MT) is pleased to submit this proposal that enhances the County's SSAR to study the maximum amount of high-risk corridors and intersections. The study locations will increase as follows:

- o High-risk Corridors - from four (4) to ten (10)
- o Intersections - from eight (8) to twenty (20)

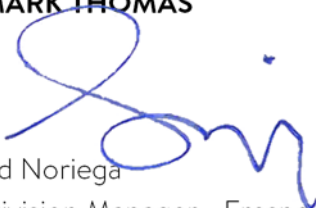
The scope of work (Exhibit A) is the same as the original contracted scope; and addresses the additional locations to be studied.

The additional fee (Exhibit B) requested shall not exceed \$98,895.

Please let me know if you have any questions or need further information.

Sincerely,

**MARK THOMAS**



Ed Noriega  
Division Manager - Fresno

Enclosures:

Exhibit A – Scope of Work

Exhibit B – Fee Proposal





# EXHIBIT A

Kings County  
SYSTEMIC SAFETY ANALYSIS REPORT (SSAR)

March 23, 2018

## I. SCOPE OF WORK

Mark Thomas will provide professional design services for the project. In the performance of this scope of services listed below, Mark Thomas will diligently perform this scope of work and will be responsible for items of work under this contract to the extent that issues arising from the performance of these services are within our reasonable control, and that Mark Thomas' obligation to indemnify and defend are limited to the extent actually caused by Mark Thomas in the performance of this scope of work.

### TASK 1.0 – PROJECT MANAGEMENT

#### 1.1 Project Meetings (2 Total)

Scoped in original contract.

#### 1.2 Agency Coordination

Scoped in original contract.

#### 1.3 Monthly Progress Reports

Scoped in original contract.

#### 1.4 Quality Control and Quality Assurance

The CONSULTANT Quality Control plan consists of established procedures for performing the work (which are reassessed with each project), including methods for the identifying accident analysis and countermeasure procedures, establishing appropriate levels of design development for intermediate submittals, and methods of project documentation. CONSULTANT will use their QA/QC manual as a guide to ensure the highest engineering quality possible.

The CONSULTANT project manager will be responsible for internal and external quality control measures. Some of these measures are summarized as follows:

##### Internal Quality Control

- Verify accident analysis is consistent with accepted standards
- Confirm approach for proposed alternatives and countermeasures
- Check calculations

##### External Quality Control

- Do the assumptions made match the SSAR guidelines?
- Are the cost estimates prepared for projects federally reimbursable under the HSIP program?

A record of quality control reviews will be kept in a separate file for documentation/quality audit purposes.

##### Task 1 Deliverables:

- Agenda and Minutes for each Project meeting (2 total)
- Monthly Progress Summary

# EXHIBIT A

Kings County  
SYSTEMIC SAFETY ANALYSIS REPORT (SSAR)

March 23, 2018

## TASK 2.0 – PRELIMINARY ENGINEERING

This task includes preparing the data necessary to select appropriate countermeasures to meet the requirements of the SSAR report. Generally, it will consist of collecting and analyzing the existing collisions in Kings County, and analyzing the safety of the intersections where high collisions exist.

### 2.1 Data Gathering & Field Visits

CONSULTANT will collect available crash collision data. Data will be collected from the Statewide Integrated Traffic Records System (SWITRS), Transportation Injury Mapping System (TIMS), and from local police department collision reports. It is anticipated that the CLIENT will collect the data from the local police departments.

Field visits will be conducted to determine unsafe roadway features for areas showing higher than normal traffic collisions. When visiting these areas, several factors will be considered:

- Sight Distance
- Striping Tapers
- Clear Recover Zone
- Horizontal and Vertical Curves
- Signage
- Roadway Cross Section (lane/shoulder widths)

The field visits will be geared toward identifying unsafe or non-standard features that may contribute to the collision types seen in that area.

### 2.2 Accident Analysis and Diagrams

Data collected from various sources will be compiled into a single list of accidents that can be imported into Google Earth (.kmz format). Several different maps will be created showing various collision factors, collision severity, and violation type. This information will help to identify common trends network-wide so that appropriate countermeasures can be selected.

### 2.3 Project Analysis and Network Safety

The overall safety of the network will be examined. Projects that fall under the HSIP program will be separated from projects that may not be good candidates for the HSIP program. Areas with collisions will be compared to areas with similar roadway characteristics. Since the goal of the SSAR program is to identify system projects, looking at the network as a whole will be needed.

### 2.4 Develop Countermeasures

Conclusions drawn in the accident analysis phase can then developed into countermeasures. The *Local Roadway Safety - A Manual for California's Local Road Owners* will be used to select appropriate HSIP approved countermeasures. Generally, a few different countermeasures can be used to mitigate common trends. A list of these countermeasures will be provided to the CLIENT for review and comment.

# EXHIBIT A

Kings County  
SYSTEMIC SAFETY ANALYSIS REPORT (SSAR)

March 23, 2018

## 2.5 Preliminary Estimates

Project costs estimates will be prepared with the goal of generating rough costs to aid in countermeasure selection. Since HSIP funding is budget oriented, these preliminary estimates will help to see which projects may be best suited for funding under the HSIP program.

## 2.6 Preliminary B/C Ratios (6 segments; 12 intersections)

CONSULTANT will use the TIMS software to calculate the benefit-cost ratios for various countermeasures and projects. CONSULTANT will analyze an additional 6 high-risk corridors and 12 intersections for potential inclusion in the SSAR report. At the conclusion of this analysis, a list of projects will be prepared showing appropriate countermeasures, project costs, and expected b/c ratios.

### Task 2.0 Deliverables

- Collision Analysis in Google Earth Format (.kmz)
- Collision Analysis in Excel Format
- List of Potential Projects and Countermeasures (Excel format)

## TASK 3.0 – DATA REFINEMENT

Based on the preliminary results found in Task 2.0, CONSULTANT will meet with the CLIENT to discuss the direction and progress of the findings. The goal of this meeting will be to select countermeasures and projects to move forward with. Since the goal of task 2.0 will be to identify many projects and potential countermeasures, they will not be looked at in great detail. This task is intended to detail the selected countermeasures and projects.

### 3.1 Refine Accident Analysis

Once projects and countermeasures are selected, crash data will need to be refined. Only collisions applicable to a selected countermeasure can be applied toward a project benefit. Each accident within the project limits will be evaluated and accepted or rejected as contributable to the selected countermeasure.

### 3.2 Develop Project Improvement Schematics

Proposed project improvements will be schematically designed with an objective to accurately identify project impacts and appropriate bid items. The plan-view schematic design will be created in AutoCAD Civil 3D 2015 and will identify impacts, bid items, and proposed project improvements. The design will be based off an aerial image and will be of sufficient detail to provide a planning-level cost estimate.

### 3.3 Refine Estimates

Project improvements will be quantified and estimated based on the project improvement schematic. The estimate will include construction costs, preliminary engineering costs, environmental costs and construction management costs. The overall goal of the estimate is to identify the total cost a project would take to deliver, all of which can be reimbursed under the HSIP program if a project is selected for funding.

# EXHIBIT A

## **3.4 Refine B/C Ratios (6 segments; 12 intersections)**

CONSULTANT will use the TIMS software to prepare the final benefit-cost ratios for the selected projects and countermeasures. CONSULTANT will analyze an additional 6 high-risk corridors and 12 intersections for potential inclusion in the SSAR report. At the conclusion of refining the B/C Ratios, a final list of project will be prepared for the CLIENT, who can choose which projects to exclude or keep in the SSAR report.

### **Task 3.0 Deliverables:**

- Three sets of Project Improvement Schematics (11x17)
- Three copies of the estimate
- List of Selected Projects and Countermeasures (Excel format)

## **TASK 4.0 – DRAFT SSAR REPORT**

Using the information collected in task 2.0 and task 3.0, a draft SSAR report will be created and submitted for CLIENT review. The SSAR report will prioritize projects which may be fundable for the Highway Safety Improvement Program (HSIP). The report will summarize the potential projects and show the expected benefit-cost ratios.

### **4.1 Executive Summary**

This section will include the objectives and focus for the SSAR and a brief summary of the major results. Discussions will include what methodologies were used to limit the data analysis and studies to stay within the funding limits. Other high-level discussions may include crash trends, corridors identified, countermeasures considered, conceptual projects identified, and the benefit-cost ratios for the projects.

### **4.2 Safety Data Summary**

Safety data will be analyzed and will include ten (10) years of the most current crash data. Crash data will be compiled from local databases, the California I-SWITRS database, and UC Berkeley Transportation Injury Mapping (TIMS).

This section will follow guidance found in Section 2 of the Local Roadway Safety Manual (LRSM) to complete this section of the SSAR.

### **4.3 Data Analysis Techniques and Results**

Crash trends and crash concentrations will be analyzed based on overall numbers, identifying the leading causes of collisions. In addition, crashes will be identified on a 'rate' basis and compared to other areas within the County to identify the highest need intersections.

### **4.4 Highest Occurring Crash Type**

CONSULTANT will focus this area of the report on the top 3 to 10 crash types responsible for the fatalities and severe injuries occurring on their roadway network.

This section will follow guidance in Section 3 of the LRSM to complete this portion of the SSAR.

# EXHIBIT A

Kings County  
SYSTEMIC SAFETY ANALYSIS REPORT (SSAR)

March 23, 2018

## 4.5 High-Risk Corridors and Intersections

CONSULTANT will focus this area of the report on the additional top 6 high-risk corridors and top 12 intersections responsible for fatalities and severe injuries occurring on the roadway network.

This section will follow guidance in Section 3 of the LRSM to complete this portion of the SSAR.

## 4.6 Countermeasure Selection

CONSULTANT will use crash reduction factors provided in the LRSM to identify potential low-cost systemic countermeasures that mitigate the local agencies' primary crash type trends. In addition, CONSULTANT will use crash concentrations (system-wide, corridors, and spot locations) to identify the countermeasures with a high likelihood of addressing the crashes that are appropriate for the characteristics of the roadway.

This section will follow the guidance in Section 4 of the LRSM to complete this section of the SSAR.

## 4.7 Project Scope and Prioritization

Once the crash areas, trends, and corresponding systemic countermeasures have been identified, the CONSULTANT will create preliminary safety project scopes. CONSULTANT will focus on finding the ideal balance between collision analyses on a systemic basis while also addressing high-crash locations. For the lowest cost improvements, like signing and striping, it may be an appropriate goal to have the entire roadway network eventually upgraded to a minimum level.

In contrast, the costlier systemic countermeasures may only be feasible to install at higher crash locations/characteristics on a corridor-by-corridor basis.

### Task 4.0 Deliverables:

- Three (3) copies of the Draft SSAR Report

## TASK 5.0 – FINAL SSAR REPORT

### 5.1 Final SSAR Report

Following reviews by the CLIENT, any agreed-upon revisions shall be made to the SSAR report. A final SSAR report will be delivered to the CLIENT for submittal to Caltrans.

### Task 5.0 Deliverables:

- Three (3) copies of the Final SSAR Report

**REVISED EXHIBIT B  
COST PROPOSAL**

# EXHIBIT B

## COST PROPOSAL FOR ADDITIONAL PROJECT SCOPE - County of Kings: SSAR

	Mark Thomas									Total MT Cost	TOTAL COST	
	Engineering Manager \$247	Project Engineer \$125	Design Engineer I \$90	Intern \$52	Survey Manager \$185	Project Surveyor \$145	1 Person Field Crew \$160	Sr. Project Coordinator \$108	Total Hours			
<b>1.0 Phase 1.0 Project Mangement</b>												
1.1 Project Meetings									0	\$0	\$0	
1.2 Agency Coordination									0	\$0	\$0	
1.3 Monthly Progress Reports								20	20	\$2,155	\$2,155	
1.4 Quality Control and Quality Assurance	12	12	12						36	\$5,547	\$5,547	
<b>Subtotal Phase 1</b>	<b>12</b>	<b>12</b>	<b>12</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>20</b>	<b>56</b>	<b>\$7,702</b>	<b>\$7,702</b>	
<b>2.0 Phase 2.0 Preliminary Engineering</b>												
2.1 Data Gathering & Field Visits		24	24	16					64	\$6,012	\$6,012	
2.2 Accident Analysis and Diagrams	4	24	24	16					68	\$6,999	\$6,999	
2.3 Project Analysis and Network Safety	4	24	24						52	\$6,159	\$6,159	
2.4 Develop Countermeasures	4	24	36						64	\$7,240	\$7,240	
2.5 Preliminary Estimates	4	24	36	24					88	\$8,499	\$8,499	
2.6 Preliminary B/C Ratios (4 segments; 8 intersecti	4	24	24						52	\$6,159	\$6,159	
<b>Subtotal Phase 2</b>	<b>20</b>	<b>144</b>	<b>168</b>	<b>56</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>388</b>	<b>\$41,067</b>	<b>\$41,067</b>	
<b>3.0 Phase 3.0 Data Refinement</b>												
3.1 Refine Accident Analysis	4	20	20	20					64	\$6,346	\$6,346	
3.2 Develop Project Improvement Schematics	4	20	20	40					84	\$7,395	\$7,395	
3.3 Refine Estimates	4	20	20	20					64	\$6,346	\$6,346	
3.4 Refine B/C Ratios	4	20	20						44	\$5,297	\$5,297	
<b>Subtotal Phase 3</b>	<b>16</b>	<b>80</b>	<b>80</b>	<b>80</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>256</b>	<b>\$25,385</b>	<b>\$25,385</b>	
<b>4.0 Phase 1.0 Draft SSAR Report</b>												
4.1 Executive Summary	2	4	8	2					16	\$1,821	\$1,821	
4.2 Safety Data Summary	2	4	8	2					16	\$1,821	\$1,821	
4.3 Data Analysis Techniques and Results	2	4	8	2					16	\$1,821	\$1,821	
4.4 Higherst Occurring Crash Type	2	4	8	2					16	\$1,821	\$1,821	
4.5 Highest-Risk Corridors and Intersections	2	4	8	2					16	\$1,821	\$1,821	
4.6 Countermeasure Selection	2	4	8	2					16	\$1,821	\$1,821	
4.7 Project Scope and Prioritization	2	30	16	2					50	\$5,803	\$5,803	
<b>Subtotal Phase 4</b>	<b>14</b>	<b>54</b>	<b>64</b>	<b>14</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>146</b>	<b>\$16,727</b>	<b>\$16,727</b>	
<b>5.0 Phase 5.0 Final SSAR Report</b>												
5.1 Final SSAR Report	8	40		8					56	\$7,413	\$7,413	
<b>Subtotal Phase 5</b>	<b>8</b>	<b>40</b>	<b>0</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>56</b>	<b>\$7,413</b>	<b>\$7,413</b>	
<b>TOTAL HOURS</b>	<b>70</b>	<b>330</b>	<b>324</b>	<b>158</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>20</b>	<b>902</b>			
<b>Anticipated Salary Increases</b>										\$0	\$0	
<b>OTHER DIRECT COSTS</b>										\$600	\$600	
<b>ADDITIONAL PROJECT SCOPE TOTAL COST</b>	<b>\$17,271</b>	<b>\$41,410</b>	<b>\$29,171</b>	<b>\$8,288</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$2,155</b>		<b>\$98,895</b>	<b>\$98,895</b>	
<b>ORIGINAL CONTRACT COST</b>											\$98,828	
<b>GRAND TOTAL</b>											\$197,723	



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM June 5, 2018

**SUBMITTED BY:** Public Works Department – Kevin McAlister  
**SUBJECT:** MODULAR BUILDING PURCHASE IN CORCORAN  
**SUMMARY:**

**Overview:**

In 2013 your Board approved a 5 year lease/purchase agreement with Educational Facilities Company for a modular building in Corcoran. The term of the lease is up and staff seeks approval to purchase the building.

**Recommendation:**

**Authorize the Chairman to sign an agreement to purchase a modular building in Corcoran in the amount of \$1 for the continued use of the Human Services Agency.**

**Fiscal Impact:**

This action will not impact the General Fund. The purchase price of \$1 will come from the Human Services Agency budget unit 510000.

**BACKGROUND:**

On June 25, 2013 your Board approved Lease 08-191. This was a lease/purchase agreement with Educational Facilities Company for a 60 feet by 40 feet modular trailer for use by the Human Services Agency in Corcoran. Under the terms of this agreement, the County can purchase the unit for \$1 when the lease expires in June of 2018.

**BOARD ACTION:**

APPROVED AS RECOMMENDED: \_\_\_\_\_ OTHER: \_\_\_\_\_

I hereby certify that the above order was passed and adopted  
on \_\_\_\_\_, 2018.

CATHERINE VENTURELLA, Clerk to the Board

By \_\_\_\_\_, Deputy.





Educational Facilities Company  
EFC Enterprises, Inc.

P.O. Box 620947 • Woodside, CA 94062 • (925) 556-6040

**Purchase Agreement**

This Purchase Agreement (the “Agreement”) is made effective this 1<sup>st</sup> day of June, 2018, by and between Educational Facilities Company, EFC Enterprises, Inc. (“Seller”) and Kings County Department of Human Services (“Buyer”).

Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, the merchandise detailed herein, and hereinafter referred to as the “Modular Unit(s)”.

Buyer and Seller contemplate this purchase under the terms of Lease # 08-191.

NOW, THEREFORE, the parties agree as follows:

1. **Transfer of Assets**

Upon payment of the sum of \$1.00 by Buyer to Seller,  
**(Purchase Price)**

on behalf of themselves and its shareholders, shall transfer and convey to Buyer, and Buyer shall purchase from Seller, free and clear of all liens the following Modular Unit:

Model No. Modular Office Building Serial No(s). 0891,0892,0893,0894, & 0895

2. **Conveyance and Transfer of Documents**

Seller agrees to transfer to Buyer, upon delivery of the funds in the amount of the Purchase Price to Seller, good and marketable title in the merchandise described and delivered hereunder.

The merchandise sold herein is sold by the Seller and transferred thereby WITHOUT ANY WARRANTY as to any use and in an AS IS CONDITION at time of transfer and is to be completely removed from the Seller’s premises by Buyer at Buyer’s expense and responsibility at time of purchase.

3. **Non-Divisibility of Agreement**

This Agreement shall not be deemed or construed to be divisible by reason of allocation of the purchase price. All of the terms, conditions and covenants in this Agreement shall be mutually interdependent.

4. **Final Agreement**

This Agreement represents the full agreement between the parties and supersedes any and all prior negotiations and understandings between them. This Agreement may not be modified or amended except by a written Instrument executed by all of the parties.



Educational Facilities Company  
EFC Enterprises, Inc.

P.O. Box 620947 • Woodside, CA 94062 • (925) 556-6040

5. **Governing Law**

This Agreement shall be governed by and construed according to the laws of the State of California.

6. **Severability**

If any provision of this Agreement is held to be invalid by a court of competent jurisdiction, then the remaining provisions shall nevertheless remain in full force and effect.

7. **Indemnification of Seller**

Buyer does hereby assume liability for and does hereby agree to indemnify, protect, and hold harmless Seller from and against any and all liabilities, losses, damages, penalties, claims, actions, suits, costs, expenses, and disbursements, including court costs, legal expenses and reasonable attorney’s fees, of whatever kind or nature, imposed upon, incurred by or asserted against Seller by Buyer, its customers, vendors, employees, or any other person or entity for liability which is proximately caused by Buyer’s active negligence in receiving benefits and carrying out its obligations, possession, use, maintenance, operation, handling, condition, return, disposition or storage of the purchased equipment under this Agreement and any taxes for which the Buyer is responsible.

Seller does hereby assume liability for and does hereby agree to indemnify, protect, and hold harmless Buyer from and against any and all liabilities, losses, damages, penalties, claims, actions, suits, costs, expenses, and disbursements, including court costs, legal expenses and reasonable attorney’s fees, of whatever kind or nature, imposed upon, incurred by or asserted against Buyer by Seller, its officers, agents, and employees, or any other person or entity for liability which is proximately caused by Seller’s active negligence in receiving benefits and carrying out its obligations under this Agreement.

The provisions of this paragraph shall survive termination of this Agreement.

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

Education Facilities Company  
EFC Enterprises, Inc.

County of Kings

By: \_\_\_\_\_  
TONY BAGNANI, for  
Educational Facilities Company  
EFC Enterprises, Inc.

By: \_\_\_\_\_  
Richard Valle, Chairman  
Kings County Board of Supervisors



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM June 5, 2018

**SUBMITTED BY:** Administration- Rebecca Campbell

**SUBJECT:** NEW APPOINTMENT TO THE AGRICULTURAL ADVISORY COMMITTEE

**SUMMARY:**

**Overview:**

The Maddy Local Appointive List Act of 1975, states that whenever vacancies occur in any board, commission or committee for which the legislative body has the appointing power, a vacancy notice shall be posted in the office of the clerk of the local agency and local library. The legislative body shall not make final appointment to the board or commission for at least 10 working days after the posting of the notice as required, and the 10 day waiting requirement was met on June 1, 2018. The unscheduled vacancy notice was posted at the Kings County Government Center and the Kings County Library on May 17, 2018 and the Hanford Sentinel received a copy as a courtesy.

**Recommendation:**

**Pursuant to Board policy, the Administrative Office makes no recommendation on commission and advisory board appointments.**

**Fiscal Impact:**

None

**Advisory Board Statement:**

The Committee coordinator recommends Carlos Santos for appointment.

**BACKGROUND:**

Six (6) vacancies currently exist on this committee. Two Regular members, One Auxiliary member/USDA/Natural Resources Conservation District, One Auxiliary member/Kings County Rural Crimes Task Force, One Auxiliary member/Citizens Advisory Group of Industries and One Auxiliary member/California Economic Development Department. Appointments for the regular members terms expire on June 30, 2020 and the Auxiliary member terms are open ended.

**BOARD ACTION :**

APPROVED AS RECOMMENDED: \_\_\_\_ OTHER: \_\_\_\_\_

I hereby certify that the above order was passed and adopted  
on \_\_\_\_\_ 2018.

CATHERINE VENTURELLA, Clerk of the Board

By \_\_\_\_\_, Deputy.

## **Agenda Item**

### **NEW APPOINTMENT TO THE AGRICULTURAL ADVISORY COMMITTEE**

**June 5, 2018**

**Page 2 of 2**

The complete membership of the Committee consists of nine Regular members, three Ex-Officio members and six Auxiliary members.

The function of this committee shall be to act as an advisory agency to the Kings County Board of Supervisors on matters involving agriculture. The primary focus of the committee will be the sustainability and economic prosperity of agricultural production in Kings County. The Committee may perform functions such as, but not limited to: Study problems of general or special interest assigned by the Board; Undertake special studies as needed or requested relating to preservation of agricultural land and protection of soil resource. Review important proposed State Legislation affecting agriculture, and other matters of general concern or interest to agriculture.

Applicants:

Carlos Santos – Auxiliary member/Kings County Rural Crimes Task Force



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM June 5, 2018

**SUBMITTED BY:** Administration – Rebecca Campbell/Domingo Cruz

**SUBJECT:** SENATE BILL 81 JUVENILE CENTER REMODEL AND EXPANSION  
PROJECT CONSTRUCTION TESTING AND SPECIAL INSPECTION  
SERVICES AGREEMENT

**SUMMARY:**

**Overview:**

On April 9, 2015, the Board of State and Community Corrections (“BSCC”) conditionally awarded \$9.6 Million to Kings County for the acquisition, design, renovation, or construction of a Local Youthful Offender Rehabilitative Facility under Senate Bill 81, Round Two funding program (“SB 81”). In preparation for the anticipated start of construction in the fall of 2018, construction testing and special inspection services are required as an integral part for the success of the project.

**Recommendation:**

**Authorize the Chairman to sign the Construction Testing and Special Inspection Services agreement with Krazan & Associates, Inc. for the Juvenile Center Remodel and Expansion project.**

**Fiscal Impact:**

The SB 81 Juvenile Center Remodel and Expansion project is budgeted in the FY 2018/19 Requested Budget, budget unit 700003, account 82420095. The cost of the construction testing and special inspection services is in the amount of \$65,175. The project team has reviewed the project budget, and this amount is within the allocated budget.

**BACKGROUND:**

The project is a remodel and expansion of the County’s existing Branch Jail Facility into a Juvenile Center. The new construction will create housing, program space, office space, and a day reporting center.

(Cont’d)

**BOARD ACTION:**

APPROVED AS RECOMMENDED: \_\_\_\_\_ OTHER: \_\_\_\_\_

I hereby certify that the above order was passed and adopted  
on \_\_\_\_\_, 2018.

CATHERINE VENTURELLA, Clerk to the Board

By \_\_\_\_\_, Deputy.

## **Agenda Item**

### **SENATE BILL 81 JUVENILE CENTER REMODEL AND EXPANSION PROJECT CONSTRUCTION TESTING AND SPECIAL INSPECTION SERVICES AGREEMENT**

**June 5, 2018**

**Page 2 of 2**

The project will include approximately 56 beds, with classroom space, medical and programming space, a new vehicle sally port, a booking and intake control room, outdoor recreation, warming kitchen, and yard areas. The project will also include, but is not limited to, electrical, plumbing, mechanical, heating, ventilation, and air conditioning, security, and fire protection systems, as well as any other necessary appurtenances. This will enable the facility to be better equipped to provide services to the entire juvenile population. The agreement requires the work to be completed within 15 months, or approximately 450 calendar days.

The work will consist of inspection and sampling in the areas of the precast plant, and for concrete, masonry, welding, high strength bolts, and structural steel.

The County held a request for proposal (RFP) scoring/review process on April 23, 2018. From that process, five companies submitted on this proposal, and Krazan & Associates, Inc. was the selected proposer. The following is a list of companies that submitted a proposal for the material and construction testing services RFP:

Construction Testing Services – Wasco, CA

Kleinfelder Inc. – Fresno, CA

Moore Twining Associates Inc. – Fresno, CA

Technicon Engineering Services, Inc. – Fresno, CA

Krazan & Associates, Inc. – Clovis, CA

The agreement has been reviewed and approved by County Counsel.

**COUNTY OF KINGS**  
**AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is made and entered into as of the \_\_\_ day of \_\_\_\_\_, 2018, by and between the County of Kings, a political subdivision of the State of California (hereinafter “County”), and Krazan & Associates, Inc., a California corporation (hereinafter “Contractor”).

**R E C I T A L S**

WHEREAS, County requires services for Construction Testing and Special Inspection Services for the Kings County Juvenile Center Remodel and Expansion project (“SB 81 Project”); and

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

NOW, THEREFORE, the Parties mutually agree as follows:

**1. SCOPE OF SERVICES**

County hereby engages Contractor and Contractor shall do, perform, and carry out the services as set forth in **Exhibit A**, which is fully incorporated into this Agreement as if set forth herein.

**2. RESPONSIBILITIES OF CONTRACTOR**

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

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

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

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

1. Establish and maintain a system of accounts for budgeted funds that complies with generally accepted accounting principles for government agencies. Contractor shall document all costs by maintaining complete and accurate records of all financial

transactions associated with this Agreement, including, but not limited to, invoices and other official documentation which sufficiently support all charges under this Agreement.

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

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

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

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

2. Submit monthly cost reimbursement claims. Documented verification of actual expenditures must support each claim. Reimbursement shall only be for expenditures that directly benefit the County, and no travel or per diem reimbursement shall be made until incurred and paid by Contractor. Neither shall Contractor pass any cost on to County of reimbursing a subcontractor for travel, per diem, or third-party contract costs that have not yet been incurred and paid for by the subcontractor.

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

4. Contractor shall include the provisions of this Paragraph 2.C in any and all subcontracts for work under this Agreement.

### **3. COMPENSATION**

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

### **4. METHOD OF PAYMENT**

Upon submission of an invoice by Contractor, and upon approval of County's representative, County shall pay Contractor monthly in arrears for fees and expenses incurred



the prior month, up to the maximum amount provided for in Section 3. Each invoice must include a description of services rendered, to whom, date of service and the charges according to the agreed upon method.

**5. TIME**

Time for performance of this Agreement is of the essence.

**6. TIME OF PERFORMANCE**

This Agreement shall remain in full force and effect until both parties have completed performance or the Agreement is otherwise terminated in accordance with its terms.

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

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

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

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

**8. PREVAILING WAGE/APPRENTICESHIPS**

Contractor is hereby advised that Labor Code section 1771 states that: "Except for public works projects of one thousand dollars (\$1,000) or less, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in this chapter, shall be paid to all workers employed on public works." Additionally, no contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to labor Code section 1725.5 (unless otherwise exempted under Labor Code section 1771.1(a)). No contractor or subcontractor may be awarded a contract for public work on a public works project, unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. "Public work" is defined by Labor Code section 1720 to include "work performed during the design and preconstruction phases of construction, including by not limited to,

inspection and land surveying work.” Contractor is advised that the work will be subject to prevailing wage laws, including the requirement to register with the Department of Industrial Relations for compliance and monitoring pursuant to Labor Code section 1725.5.

Labor Code section 1777.5 requires certain public works contractors to employ registered apprentices subject to specified conditions. Subdivision (o) of section 1777.5 states that the statute “does not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor when the contracts of general contractors or those specialty contractors involve less than thirty thousand dollars.” Subdivision (n) of the statute states that the awarding body of a contract subject to section 1777.5 “shall cause to be inserted in the contract stipulations to effectuate this section. The stipulations shall fix the responsibility of compliance with this section for all apprenticeable occupations with the prime contractor.” Contractor is advised that the work will be subject to section 1777.5, and Contractor shall comply fully with all applicable requirements of that statute, as well as all associated rules and regulations of the Department of Industrial Relations or other state agency implementing section 1777.5, including 8 C.C.R. § 227, *et seq.*

## **9. RECORDS AND INSPECTIONS.**

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

## **10. AMENDMENTS**

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

## **11. TERMINATION**

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

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

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

specifying the date of termination.

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

If the nature of the breach is such that it cannot be cured within a ten (10) day period, the defaulting party may submit a written proposal within that period which sets forth a specific means to resolve the default and a date certain for completion. If the non-defaulting party consents to that proposal in writing, the defaulting party shall immediately embark on its plan to cure. If the default is not cured within the time specified, the non-defaulting party may terminate upon written notice specifying the date of termination.]

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

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

## **12. INSURANCE**

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

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

2. Automobile Liability. Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than Two Hundred Fifty Thousand Dollars (\$250,000) per person, Five Hundred Thousand Dollars (\$500,000) per accident and for property damages not less than Fifty Thousand Dollars (\$50,000), or such coverage with a combined single limit

of Five Hundred Thousand Dollars (\$500,000). Coverage should include owned and non-owned vehicles used in connection with this Agreement.

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

4. Professional Liability. One Million Dollars (\$1,000,000) limit per occurrence or claim and Two Million Dollars (\$2,000,000) annual aggregate limit covering Contractor's wrongful acts, errors and omissions.

The County will accept a claims made policy under the following circumstances: 1) any retroactive date must be shown and must be dated before the commencement of this Agreement, 2) the policy must be kept in full force and effect, or 3) Contractor may provide tail coverage or extended reporting coverage with a retroactive dates to cover any time gaps for five (5) years after the termination of this Agreement or any extension of this Agreement.

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

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

### **13. INDEMNIFICATION**

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

B. Other than in the performance of professional services and to the full extent permitted by law, Contractor shall indemnify, defend, and hold harmless County, and any and all of its Board members employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel's fees and costs, court costs, interest, defense

costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Contractor or by any individual or entity for which Contractor is legally liable, including, but not limited to, officers, agents, employees, or subcontractors of Contractor.

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

D. These indemnification obligations shall survive the termination of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

#### **14. INDEPENDENT CONTRACTOR**

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

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

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

#### **15. COMPLIANCE WITH LAW**

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

#### **16. CONFIDENTIALITY**

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

#### **17. CONFLICT OF INTEREST**

Contractor warrants that its employees or their immediate families or Board of Directors

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

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

## **18. DRUG FREE WORKPLACE**

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

## **19. HEALTH AND SAFETY STANDARDS**

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

## **20. NONDISCRIMINATION**

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

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

## **21. ADA COMPLIANCE**

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

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

## **22. SUBCONTRACTORS**

Services under this Agreement are deemed to be personal services. Contractor shall not

subcontract any work under this Agreement without the prior written consent of the County, subject to any required State or Federal approval.

Contractor shall include the following provisions in any and all agreements between Contractor and any subcontractors: Section 9 Records and Inspections, Section 12 Insurance, Section 13 Indemnification, Section 15 Compliance with Law, Section 16 Confidentiality, Section 17 Conflict of Interest, Section 18 Drug Free Workplace, Section 19 Health and Safety Standards, Section 20 Nondiscrimination, and Section 21 ADA Compliance.

**23. ASSIGNMENT**

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

**24. UNFORESEEN CIRCUMSTANCES**

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

**25. OWNERSHIP OF DOCUMENTS**

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

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

**26. NOTICE**

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

**COUNTY:**  
COUNTY OF KINGS PURCHASING DIVISION  
KINGS COUNTY GOVERNMENT CENTER  
1400 WEST LACEY BOULEVARD  
HANFORD, CALIFORNIA 93230

**CONTRACTOR:**  
KRAZAN & ASSOCIATES, INC.  
215 WEST DAKOTA AVENUE  
CLOVIS, CALIFORNIA 93612

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

**27. NONRENEWAL**

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

**28. CHOICE OF LAW**

The parties have executed and delivered this agreement in the County of Kings, State of California. The laws of the State of California shall govern the validity, enforceability or interpretation of this Agreement. Kings County shall be the venue for any action or proceeding, in law or equity that may be brought in connection with this Agreement. Contractor hereby waives any rights it may possess under Section 394 of the Code of Civil Procedure to transfer to a neutral county or other venue any action arising out of this Agreement.

**29. SEVERABILITY**

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

**30. SURVIVAL**

The following sections shall survive the termination of this Agreement: Section 9 Records and Inspections, Section 12 Insurance, Section 13 Indemnification, and Section 16 Confidentiality.

**31. TITLES TO BE DISREGARDED**

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

**32. NO THIRD PARTY BENEFICIARIES.**

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



**33. ENTIRE AGREEMENT; COUNTERPARTS; CONTRIBUTIONS OF BOTH PARTIES**

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

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

This Agreement represents the contributions of both parties, who are each represented by competent counsel, and it is expressly agreed and understood that the rule stated in Civil Code section 1654, that ambiguities in a contract should be construed against the drafter, shall have no application to the construction of the Agreement.

**34. AUTHORITY**

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

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

COUNTY OF KINGS

KRAZAN & ASSOCIATES, INC.

By: \_\_\_\_\_  
Richard Valle, Chairman

By: \_\_\_\_\_  
David R. Jarosz, Vice President of  
Engineering Services

ATTEST:

APPROVED AS TO FORM:  
Colleen Carlson, County Counsel

\_\_\_\_\_  
Catherine Venturella, Clerk to the Board

By: \_\_\_\_\_  
Carrie R. Woolley, Deputy

Exhibits/Attachments:

**Exhibit A:** Scope of Work

**Exhibit B:** Fees/Project Cost

**Exhibit C:** Kings County ADA Grievance Procedures

**EXHIBIT A  
CONSTRUCTION TESTING AND SPECIAL INSPECTION PROGRAM**

ITEM	TIMING	REQUIREMENTS / REFERENCE
1. Concrete	During concrete placement	<ul style="list-style-type: none"> <li>a. Observe site mixing and pouring, measure slump at interval of 1 test per mix design per day, or every 150 yards if more than 150 yards are poured.</li> <li>b. Take four cylinders each of poured concrete, at interval of 1 test per mix design per day, or every 150 yards if more than 150 yards are poured.</li> <li>c. Test and report on concrete cylinder strength: two at 7 days, one at 28 days. Hold one cylinder for backup in case another is lost or defective.</li> <li>d. Continuously observe placement of ground floor slab.</li> <li>e. Continuously observe placement of 3,000 psi concrete over upper floor deck (CBC 1701.5.1).</li> </ul>
2. High Strength Bolts	During bolting	<ul style="list-style-type: none"> <li>a. Observe bolting work in progress to determine that requirements for bolts, nuts, washers and paint; bolted parts; and installation and tightening meet published standards for ASTM A325 and A490 bolts (CBC 1701.5.6)</li> </ul>
3. Expansion or Epoxy Anchors	During setting	<ul style="list-style-type: none"> <li>a. When expansion or epoxy anchors are used remedially to compensate missing fasteners, observe drilling, cleaning, and placement of anchors.</li> </ul>

4. Welds	During fabrication, during field welding	<ul style="list-style-type: none"> <li>a. Continuously observe structural welding using inspector pre-qualified by the County (CBC 1701.5.1), except: <ul style="list-style-type: none"> <li>1. Welding in approved fabricator's shop.</li> <li>2. Single pass fillet welds 5/16" or smaller (periodic inspection acceptable).</li> </ul> </li> <li>b. Test full penetration welds and splices in Special Moment Resisting Frames with non-destructive ultrasonic or radiographic methods (CBC 1701.5.2), except: <ul style="list-style-type: none"> <li>1. Welds less than 5/16" (continuous inspection required).</li> <li>2. Reduce testing to 25% if allowed by Construction Manager if reject rate is less than 5%.</li> <li>3. Testing may be in approved fabricator's shop if allowed by Construction Manager.</li> </ul> </li> <li>c. Continuously observe welding of reinforcing steel (CBC 1701.5.3).</li> </ul>
5. Curtain Wall and Storefront	Sample prior to installation Final after installation	<ul style="list-style-type: none"> <li>a. Conduct on-site test to check sample and final curtain wall and storefront systems for water leakage, in compliance with testing requirements of AAMA 501-83 and AAMA 501-2-83.</li> </ul>

**EXHIBIT 2**

**Kings County Juvenile Center Remodel & Expansion**

**TESTING LAB, OBSERVATION AND SPECIAL INSPECTION – AVERAGE REQUIREMENTS**

<b>Item</b>	<b>Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit* Price \$</b>	<b>Total \$</b>
<b>A</b>	<b>PRECAST PLANT INSPECTION AND SAMPLING</b>				
1	Reinforced Concrete	Hour	160	\$75.00	\$12,000.00
2	Sample Pick up	Each	10	\$50.00	\$500.00
3	Concrete Comprehensive Strength (set of 4)	Each	8	\$100.00	\$800.00
4	Rebar Tensile & Bend	Each	2	\$75.00	\$150.00
5	Precast Plant Inspection	Hour	8	\$75.00	\$600.00
6	Trip Charges / Mileage	Hour	20	\$50.00	\$1,000.00
<b>B</b>	<b>CONCRETE INSPECTION AND TESTING</b>				
1	Concrete Mix Design Review	Hour	2	\$75.00	\$150.00
2	Batch Plant Inspection, Cement Sampling and Supplier	Hour	6	\$75.00	\$450.00
3	Expansion or Epoxy Anchor Bolt Tests	Hour	8	\$98.00	\$784.00
4	Compression Tests (Including Cylinder Molds and Pick-	Each	6	\$25.00	\$150.00
<b>C</b>	<b>MASONRY</b>				
1	Inspection	Hour	32	\$105.00	\$3,360.00
2	Mortar Comprehensive Strength (set of 4)	Each	8	\$20.00	\$160.00
3	Grout Comprehensive Strength (set of 4)	Each	8	\$25.00	\$200.00
4	Trip Charges / Mileage	Each	6	\$50.00	\$300.00
<b>D</b>	<b>WELDING INSPECTION</b>				
1	MT Test of Field Welding	Hour	32	\$125.00	\$4,000.00
2	UT Test of Field Welding	Hour	24	\$125.00	\$3,000.00
3	Visual Field Welding Inspection (periodic)	Hour	80	\$105.00	\$185.00
4	Visual Shop Welding Inspection (periodic)	Hour	40	\$75.00	\$3,000.00
<b>E</b>	<b>HIGH STRENGTH BOLTS</b>				
1	Torque test high strength bolts	Hour	8	\$105.00	\$840.00
2	Post Installed Anchors	Hour	8	\$105.00	\$840.00
3	Headed Anchors	Hour	8	\$105.00	\$840.00
4	Trip Charges / Mileage	Each	3	\$50.00	\$150.00
<b>F</b>	<b>STRUCTURAL STEEL</b>				
1	Shop Fabrication & Welding	Hour	32	\$75.00	\$2,400.00
2	Field Welding & Bolting	Hour	40	\$105.00	\$4,200.00
3	Fireproofing	Hour	16	\$98.00	\$1,568.00
4	Shop & Field Ultrasonic Testing	Hour	8	\$125.00	\$1,000.00
5	Material ID & Sampling	Hour	16	\$95.00	\$1,520.00

6	SFRM Density Sample (Fireproofing)	Hour	24	\$98.00	\$2,352.00
7	Trip Charges / Mileage	Each	10	\$50.00	\$500.00
<b>G</b>	<b>EARTHWORK</b>				
1	Mass Grading & Building Pad	Hour	40	\$98.00	\$3,920.00
2	UG Utilities Trench Backfill	Hour	32	\$98.00	\$3,136.00
3	Structural Backfill	Hour	16	\$98.00	\$1,568.00
4	Pavement Subgrade	Hour	8	\$98.00	\$784.00
5	Pavement Aggregate Base	Hour	8	\$98.00	\$784.00
6	Pavement Asphalt	Hour	8	\$98.00	\$784.00
7	Sample pick-up	Each	10	\$50.00	\$500.00
8	Trip charges / Mileage	Each	10	\$50.00	\$500.00
<b>H</b>	<b>SUPERVISION AND MANAGEMENT</b>				
1	Sr. Engineer, Project Manager (Including Meetings,	Hour	40	\$90.00	\$3,600.00
2	Project Engineer (Including Site Visits)	Hour	24	\$75.00	\$1,800.00
3	Technician (Report Preparation & Drafting)	Hour	16	\$50.00	\$800.00
<b>Subtotal</b>					<b>\$65,175.00</b>

\*NOTE: Unit Prices to include all charges including but not limited to minimum charges, mileage, overhead, profit, etc.

## Appendix E.

### Kings County ADA Grievance Procedure

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

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

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

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

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

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

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

My complaint relates to circumstances that occurred:

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

My complaint is as follows:

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

2014-2-434 [99311]



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM June 5, 2018

**SUBMITTED BY:** Administration – Rebecca Campbell/Sande Huddleston  
**SUBJECT:** WORKERS’ COMPENSATION – THIRD PARTY ADMINISTRATOR –  
CONTRACT AMENDMENT WITH INNOVATIVE CLAIM SOLUTIONS

**SUMMARY:**

**Overview:**

On June 30, 2015, your Board approved a three-year contract for a Third Party Administrator (TPA) for Workers’ Compensation services with Innovative Claim Solutions (ICS). The contract expires June 30, 2018, and staff is requesting to amend and extend the contract.

**Recommendation:**

**Authorize the Chairman of the Board to sign an amended two-year agreement with Innovative Claim Solutions for Workers’ Compensation Services effective July 1, 2018 through June 30, 2020.**

**Fiscal Impact:**

The annual cost for these services is \$272,916 (\$22,743 monthly) from July 1, 2018 through June 30, 2019 and \$286,562 (\$23,880 monthly) from July 1, 2019 through June 30, 2020. The new proposed contract amount is a 5% increase from the last contract amount in FY 17/18, with an additional 5% increase in FY 19/20. These fees are included in the Proposed FY 18/19 Budget.

**BACKGROUND:**

The County is self insured by the State of California to provide statutory required worker compensation benefits to its injured workers through its Workers’ Compensation program and has contracted with a third party administrator, ICS, for the past eighteen years. The current contract expires June 30, 2018.

(Cont’d)

**BOARD ACTION:**

APPROVED AS RECOMMENDED: \_\_\_\_\_ OTHER: \_\_\_\_\_

I hereby certify that the above order was passed and adopted  
on \_\_\_\_\_, 2018.

CATHERINE VENTURELLA, Clerk of the Board

By \_\_\_\_\_, Deputy.



## **Agenda Item**

### **WORKERS' COMPENSATION – THIRD PARTY ADMINISTRATOR – CONTRACT WITH INNOVATIVE CLAIM SOLUTIONS**

**June 30, 2015**

**Page 2 of 3**

In June, 2014, your Board authorized a one-year extension to the contract for Innovative Claim Solutions. The contract expired June 30, 2015. In March, 2015, the County issued a Request for Proposals (RFP) for third party administrative services. The review panel consisted of staff from Administration. The County received 12 responses to the RFP with various cost proposals. Although there were other lower bids the recommendation was to stay with the current TPA, ICS, based on service level, reference checks, and claim management philosophy which outweighed making a change based on cost.

Currently, staff worked with ICS to keep the current level of services with a cost increase as minimal as possible. The Risk Manager recommends your Board approve the amended contract for an extended two years. County Counsel has reviewed the amended agreement as presented.

**AMENDMENT #1 TO SERVICE AGREEMENT**

This is an amendment to Agreement #15-057 (the Agreement) by the County of Kings ("the Client") and Innovative Claim Solutions, Inc., ("ICS"), for the period of July 1, 2015 to June 30, 2018 for the provision of Claims Management and Administrative Services. The parties for good and valuable consideration receipt and sufficiency of which is hereby acknowledged, agree to amend the Agreement as follows:

**2. ICS Fees**

**Base Fee.** In consideration of services described in this agreement, Client shall pay ICS an annualized fee of \$272,916 for the period of July 1, 2018 through June 30, 2019, payable in equal monthly installments of \$22,743.00. Annual fees for July 1, 2019 through June 30, 2020 shall be \$286,562.00, payable in equal monthly installments of \$23,880.16. All payments are due at the beginning of each month.

**5. TERM**

This Amendment to the Agreement shall be effective on July 1, 2018. Unless terminated pursuant to paragraph III, this Agreement shall be in effect for the period of July 1, 2018 through June 30, 2020.

All other terms of the Agreement remain unchanged.

This Agreement is executed by the authorized representatives of the parties as of the effective date.

  
\_\_\_\_\_  
Gary Archibald  
President, CIO, Innovative Claim Solutions, Inc.

5/15/2018  
Date

\_\_\_\_\_  
, Chairperson  
Kings County Board of Supervisors

\_\_\_\_\_  
Date

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5/15/2018  
Date

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, Chairperson  
Kings County Board of Supervisors

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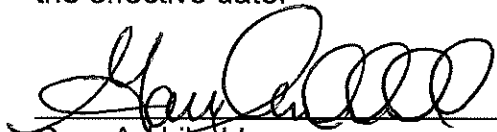
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Gary Archibald  
President, CIO, Innovative Claim Solutions, Inc.

5/15/2018  
Date

\_\_\_\_\_  
, Chairperson  
Kings County Board of Supervisors

\_\_\_\_\_  
Date



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM June 5, 2018

**SUBMITTED BY:** Administration - Rebecca Campbell/Sande Huddleston

**SUBJECT:** EMPLOYEE HEALTH CENTER STUDY SESSION

**SUMMARY:**

**Overview:**

The Health Insurance Advisory Committee has been evaluating proposals for the Employee Health Center. In April 2018, your Board approved out of state travel for Sande Huddleston, Risk Manager and two members of the Health Insurance Advisory Committee to visit and evaluate two on-site health clinics, CareATC in Tulsa, Oklahoma and Wellness for Life in Terra Haute, Indiana.

**Recommendation:**

**Study Session to review options for the Employee Health Center.**

**Fiscal Impact:**

There were a few options that the committee considered ranging in annual cost of \$555,427 to \$789,395 for services provided at the Employee Health Center. These fees are paid for out of the Health Insurance Fund which is funded by both the employees and the County. The prices listed below include contract amounts without musculoskeletal services and telemedicine services.

Provider	First Year Contract	Increase	Second Year Contract	Increase	Third Year Contract
Medcor	\$ 555,427	\$ 16,663	\$ 572,090	\$ 17,163	\$ 589,253
Care ATC	\$ 530,534	\$ -	\$ 530,534	\$ -	\$ 530,534
Wellness for Life	\$ 568,140	\$ 14,977	\$ 583,117	\$ 15,726	\$ 598,843

**BOARD ACTION:**

APPROVED AS RECOMMENDED: \_\_\_\_\_ OTHER: \_\_\_\_\_

I hereby certify that the above order was passed and adopted  
on \_\_\_\_\_, 2018.

CATHERINE VENTURELLA, Clerk of the Board

By \_\_\_\_\_, Deputy.

## Agenda Item

### EMPLOYEE HEALTH CENTER STUDY SESSION

June 5, 2018

Page 2 of 4

The prices listed below include contract amounts with telemedicine services and musculoskeletal. Medcor's pricing does not include any of these services.

Provider	First Year Contract	Increase	Second Year Contract	Increase	Third Year Contract
Medcor	\$ 555,427	\$ 16,663	\$ 572,090	\$ 17,163	\$ 589,253
Care ATC	\$ 553,628	\$ -	\$ 553,628	\$ -	\$ 553,628
Wellness for Life	\$ 752,884	\$ 17,783	\$ 770,667	\$ 18,728	\$ 789,395

#### **BACKGROUND:**

Medcor is the current provider for the Employee Health Center's on-site services. The County extended the Medcor contract in August of 2017 for one-year and provided them an opportunity to correct some of the identified issues, which have yet to be corrected. The current agreement with Medcor ends on August 10, 2018.

For Fiscal Year 2018-2019 Medcor's proposed contract amount would be \$555,427 with a 3% increase each year thereafter and requires a 3-year agreement. There would be an additional cost, which has not yet been provided for the Tele-medicine feature, a remote diagnosis and treatment for patients by means of telecommunication technology, to provide services when the provider is not available. Currently, Medcor has been unable to find a replacement when the provider is unavailable to work resulting in employees to not being seen by the provider.

For Care ATC's first contract year in 2018-2019 the cost would be \$530,534 with the second and third year remaining flat. They require a 3-year contract. They do not readily have doctors available if the provider were unavailable to work. Tele-medicine services are something they can provide but would have to contract out. The cost to provide telemedicine is an additional \$23,094. The Health Insurance Committee representatives were very impressed with them; however, after touring Wellness for Life, the Committee representatives believe they are a better fit for Kings County employees.

The third provider visited, Wellness for Life, would agree to a year to year agreement. Their first years' quote is \$568,140. This quote includes "at risk guarantees" which means if they don't meet the established productivity and utilization goals, they will write Kings County a check for 41% of their contract fee. Wellness for Life offers another unit to their services which is a musculoskeletal portion. The cost for this is service is an additional, \$92,376 per year. This service could be cost savings to employees as Wellness for Life is able to diagnose and treat musculoskeletal injuries. They charge one flat fee for the consultation, treatment and physical therapy sessions. If after they treat and they feel the employee needs to be referred out, then they refer. Their goal is to treat as many employees in-house as possible. They have a group of approximately 20 doctors that the clinic provider can communicate with to help determine what the illness/injury is without having to refer them to a specialist. They encourage employees to make Wellness for Life their primary treating physician, but this is not a requirement. As an on-site clinic, Wellness for Life can provide any service that you can normally receive from your primary treating physician with the exception of prescribing narcotics. They can also run all labs at the on-site clinic.

# Agenda Item

## EMPLOYEE HEALTH CENTER STUDY SESSION

June 5, 2018

Page 3 of 4

They have doctors located in Fresno who contract with Wellness for Life therefore, they would be available to fill in when the current provider is out of the clinic. Wellness for Life also has a clinic in Fresno that they would allow employees who live in the Fresno area to utilize so they wouldn't have to come all the way to Hanford if they were ill. They will provide Tele-medicine for after hours and weekends should employees require care and treatment when the clinic is closed. Patients would be able to speak with a doctor and if needed, the doctor would call in a prescription for them and then require them to follow up at the clinic during normal business hours.

Wellness for Life is able to dispense the most common medications to employees, which would save the employee a trip to the pharmacy. They can get the medications at a very low price and pass that cost on through the clinic, which could save our health insurance plan money by paying a lower cost for the medication than what the County's portion is now. Therefore, if the County went with Wellness for Life, the total for the first year's contract would be \$660,516 for the services and the musculoskeletal unit, \$675,493 for the second year and \$691,219 for the third year without the musculoskeletal and telemedicine services.

Both vendors are willing to work with our current Medcor staff to see if they are a good fit and if the employees are willing to continue at the Employee Health Center. There may be an additional cost to keep the current staff due to contract language with Medcor, but this still needs to be worked out. If additional charges are incurred, both vendors are willing to spread that cost out to the County over a three-year period.

### COMMITTEE RECOMMENDATION:

The Health Insurance Advisory Committee met on May 10, 2018 and is recommending that the County not renew the contract with Medcor and change to Wellness for Life effective August 10, 2018. While we don't have a concrete report from Medcor to show a return on investment for the past three and a half years, there was no increase to the Health Insurance premiums this year as well as very low increases the previous 3 years and we believe we can attribute that to the Employee Health Center.

After visiting both vendor candidates, CareATC and Wellness for Life, we were very impressed with both. However, one stood out as their focus is to look for ways to prevent health issues and this will be the most beneficial to our Health Insurance Plan. Wellness for Life encourages employees to look at their long term health prognosis and make the necessary changes in order to prevent a serious illness in the future. The increased cost in changing to Wellness for Life would be beneficial to both the County and employees by offering a broader range of services, practicing preventative measures which would save the Health Insurance Plan more money.

#### Recommendation

Provider	First Year Contract	Increase	Second Year Contract	Increase	Third Year Contract
Wellness for Life	\$ 752,884	\$ 17,783	\$ 770,667	\$ 18,728	\$ 789,395

The Health Insurance Advisory Committee is recommending that your Board give direction for the Committee, our broker, Gallagher benefit Services, staff and County Counsel to work with Wellness for Life on a contract to

## **Agenda Item**

### **EMPLOYEE HEALTH CENTER STUDY SESSION**

**June 5, 2018**

**Page 4 of 4**

be brought back to your Board with the specific staffing, annual costs and implementation fees fully detailed. We would anticipate having a contract proposal for your review and approval in mid to late June.





# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM June 5, 2018

**SUBMITTED BY:** Public Works Department – Kevin McAlister/Dominic Tyburski  
**SUBJECT:** PUBLIC HEARING – REMOVAL OF CROSSWALKS ON 18<sup>TH</sup> AVENUE  
NORTH OF JERSEY AVENUE

**SUMMARY:**

**Overview:**

In order to address safety concerns regarding two (2) existing crosswalks on 18<sup>th</sup> Avenue north of Jersey Avenue, with concurrence from Public Works and Central Union School District Administration, Public Works staff initiated the process of removal as part of the Asphalt Concrete Overlay project currently under construction at this location.

**Recommendation:**

1. Hold a public hearing to receive comments regarding the proposed removal of two (2) crosswalks on 18<sup>th</sup> Avenue approximately 732 and 1,237 feet north of Jersey Avenue; and
2. Authorize Public Works staff to remove the crosswalks.

**Fiscal Impact:**

This action will not impact the General Fund, any cost associated with the crosswalk removal will be paid by the County Road Fund as shown in the approved FY 2017/18 Budget Unit 311000, Account 82223135.

**BACKGROUND:**

Public Works Department in conjunction with Central Union School District Administration recommends removal of the existing crosswalks due their limited use and potential for pedestrian vs. vehicle conflict. Pursuant to California Vehicle Code Section 21950.5, an existing crosswalk may not be removed unless notice and opportunity to be heard is provided to the public. The notice must occur not less than thirty (30) days prior to the scheduled date of removal. In addition to any other public notice requirements, the notice of proposed removal shall be posted at the crosswalk(s) identified for removal. A Public notice was published in the legal section of the Hanford Sentinel on May 5, 2018, and signs were posted on barricades at both crosswalks on May 3, 2018 notifying the public of the planned removal and the public hearing to be held on June 5, 2018. To date, no complaints or objections have been raised or filed with County staff.

**BOARD ACTION:**

APPROVED AS RECOMMENDED: \_\_\_\_\_ OTHER: \_\_\_\_\_

I hereby certify that the above order was passed and adopted  
on \_\_\_\_\_, 2018.

CATHERINE VENTURELLA, Clerk to the Board

By \_\_\_\_\_, Deputy.



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM June 5, 2018

**SUBMITTED BY:** Administration –Rebecca Campbell  
California Public Finance Authority – Caitlin Lanctot

**SUBJECT:** CONSENT TO HOLD A TAX EQUITY AND FISCAL RESPONSIBILITY ACT (“TEFRA”) PUBLIC HEARING REGARDING ISSUANCE OF UP TO \$20,000,000 OF MULTIFAMILY HOUSING REVENUE BONDS FOR FINANCING OR REFINANCING THE ACQUISITION AND CONSTRUCTION OF JUNCTION CROSSING APARTMENTS.

**SUMMARY:**

**Overview:**

Section 147 (f)(2) of the Internal Revenue Code of 1986 requires that, in order for the interest on such obligations to be excluded from gross income to investors for federal income tax purposes, the applicable elected representatives of the host governmental unit must approve the issuance of debt. This hearing and approval process is referred to as a “TEFRA” hearing, after the Tax Equity and Fiscal Responsibility Act of 1983, the regulations for which were promulgated under the Tax Code changes of 1986.

**Recommendation:**

- 1) Conduct a Tax Equity and Fiscal Responsibility Act (TEFRA) Public Hearing; and
- 2) Adopt a Resolution approving the tax-exempt financing and the issuance of the obligations by the California Public Financing Authority for Junction Station, LP (the “Borrower”) for the Junction Crossing Apartments project.

**Fiscal Impact:**

None. The County’s participation bears with it no cost or financial obligation, but serves as a public acknowledgement of the facilities to be financed by the host jurisdiction. The County of Kings is in no way obligated on the obligations.

(Cont’d)

**BOARD ACTION:**

APPROVED AS RECOMMENDED: \_\_\_\_\_ OTHER: \_\_\_\_\_

I hereby certify that the above order was passed and adopted  
on \_\_\_\_\_, 2018.

CATHERINE VENTURELLA, Clerk to the Board

By \_\_\_\_\_, Deputy.

## **Agenda Item**

### **CONSENT TO HOLD A TAX EQUITY AND FISCAL RESPONSIBILITY ACT (“TEFRA”) PUBLIC HEARING REGARDING ISSUANCE OF UP TO \$20,000,000 OF MULTIFAMILY HOUSING REVENUE BONDS FOR FINANCING OR REFINANCING THE ACQUISITION AND CONSTRUCTION OF JUNCTION CROSSING APARTMENTS.**

**June 5, 2018**

**Page 2 of 2**

#### **BACKGROUND:**

The California Public Finance Authority (CalPFA) is a political subdivision of the State of California established under the Joint Exercise of Powers Act for the purpose of issuing tax-exempt conduit bonds for public and private entities throughout California. CalPFA was created by Kings County and the Housing Authority of Kings County, California. CalPFA is empowered to promote economic, cultural, and community development opportunities that create temporary and permanent jobs, affordable housing, community infrastructure and improve the overall quality of life in local communities.

Junction Station, LP (the “Borrower”), has requested that CalPFA issue revenue bonds in an amount not to exceed \$20,000,000 to finance and/or refinance the costs of the acquisition, construction, improvement and equipping of an 80-unit multifamily rental housing project located at 120 Pacific Street, Roseville, California, generally known as Junction Crossing Apartments (the “Project”) and operated by St. Anton Multifamily, Inc.

The Board has been asked to conduct the public hearing June 5, 2018 and to approve the issuance of the obligations as the host governmental unit. Proper notice has been made concerning this hearing.

The obligations would be repaid solely from amounts received pursuant to the terms and provisions of the financing agreements to be executed by the Borrower. The County would not be a party to the financing agreements. The obligations would not be secured by any form of taxation or any obligation of either the County or CalPFA. Neither would the obligations represent or constitute a general obligation of the County or CalPFA. The Borrower must indemnify CalPFA, including the County. All legal documents will contain clear disclaimers that the obligations are not obligations of the County or the CalPFA but are paid only from funds provided by the Borrower.

As announced in the published notice, this hearing is an opportunity for all interested persons to speak or to submit written comments concerning the proposal to issue the obligations and the nature of the facilities to be financed.

Participation by the County will not impact the County's appropriations limits and will not constitute any type of indebtedness by the County. Once the County holds the required public hearing and adopts the required resolution following the public hearing, no other participation of the County in the actions of the CalPFA or in the financing will be required.

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

\* \* \* \* \*

IN THE MATTER OF THE BOARD OF SUPERVISORS OF THE COUNTY OF KINGS APPROVING A FINANCING TO BE UNDERTAKEN BY THE CALIFORNIA PUBLIC FINANCE AUTHORITY IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$20,000,000, FOR THE PURPOSE OF FINANCING OR REFINANCING THE ACQUISITION AND CONSTRUCTION OF JUNCTION CROSSING APARTMENTS AND CERTAIN OTHER MATTERS RELATING THERETO / \_\_\_\_\_ RESOLUTION NO. \_\_\_\_\_

WHEREAS, Junction Station, LP (the "Borrower") or a partnership created by St. Anton Communities, LLC (the "Developer"), consisting at least of the Developer or a related person to the Developer and one or more limited partners, has requested that the California Public Finance Authority (the "Authority") adopt a plan of financing providing for the issuance of one or more series of revenue bonds issued from time to time, including bonds issued to refund such revenue bonds in one or more series from time to time, in an aggregate principal amount not to exceed \$20,000,000 (the "Bonds") for the acquisition, construction, improvement and equipping of a 80-unit multifamily rental housing project located at 120 Pacific Street, Roseville, California, generally known as Junction Crossing Apartments (the "Project") and operated by St. Anton Multifamily, Inc.; and

WHEREAS, the Project is located within the City of Roseville; and

WHEREAS, the Authority is a joint powers authority created by the County of Kings (the "County") and the Housing Authority of Kings County and located in the County; and

WHEREAS, pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), the issuance of the Bonds by the Authority must be approved by the County; and

WHEREAS, the Board of Supervisors of the County (the "Board of Supervisors") is the elected legislative body of the County and is the applicable elected representative under Section 147(f) of the Code; and

WHEREAS, pursuant to Section 147(f) of the Code, the Board of Supervisors has, following notice duly given, held a public hearing regarding the issuance of the Bonds, and now desires to approve the issuance of the Bonds by the Authority; and

WHEREAS, the Board of Supervisors understands that its actions in holding this public hearing and in approving this Resolution do not obligate the County in any manner for payment of the principal, interest, fees or any other costs associated with the issuance of the Bonds, and said Board of Supervisors expressly conditions its approval of this Resolution on that understanding.

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF KINGS HEREBY RESOLVES THAT:

Section 1. The Board of Supervisors hereby approves the issuance of the Bonds by the Authority for the purposes of financing the Project. It is the purpose and intent of the Board of Supervisors that this Resolution constitute approval of the issuance of the Bonds by the Authority for the purpose of Section 147(f) of the Code by the applicable elected representative of the governmental unit having jurisdiction over the area in which the Authority is located.

Section 2. The officers of the Board of Supervisors are hereby authorized and directed, jointly and severally, to do any and all things and execute and deliver any and all documents, certificates and other instruments which they deem necessary or advisable in order to carry out, give effect to and comply with the terms and intent of this Resolution and the financing transaction approved hereby. Any actions heretofore taken by such officers are hereby ratified and approved.

Section 3. The Board of Supervisors expressly conditions its approval of this Resolution on its understanding that the County shall have no obligation whatsoever to pay any principal, interest, fees or any other costs associated with the Authority's issuance of the Loan for the financing of the Project.

Section 4. This Resolution shall take effect from and after its passage and approval.

The foregoing resolution was adopted upon motion by Supervisor \_\_\_\_\_, seconded by Supervisor \_\_\_\_\_ at a regular meeting held on the \_\_\_ day of \_\_\_\_\_, 2018, by the following vote:

AYES: Supervisors  
NOES: Supervisors  
ABSENT: Supervisors  
ABSTAIN: Supervisors

\_\_\_\_\_  
Chairperson of the Board of Supervisors  
County of Kings, State of California

IN WITNESS WHEREOF, I have set my hand this \_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Clerk of said Board of Supervisors