



# 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 19, 2018

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

**Chairman:** Richard Valle (District 2)      **Staff:** Rebecca Campbell, County Administrative Officer  
**Vice Chairman:** Joe Neves (District 1)      Colleen Carlson, County Counsel  
**Board Members:** 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 – Sylvia Gaston – Koinonia Church  
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.*
- III 9:05 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: June 12, 2018**
- B. Department of Finance:**  
Consider authorizing the Finance Director to make necessary budget transfers after final numbers are available, prior to the closing of the County Ledgers. **(4/5 vote required)**
- C. Health Department:**  
Consider authorizing the Director of Public Health Services to sign the Memorandum of Understanding with the Kings Community Action Organization to provide Women, Infant and Children Supplemental Nutrition services at the Kettleman City Family Resource Center.
- D. Probation Department:**  
Consider authorizing the Chairman to sign the amendments to Agreements with Champions Recovery Alternative Programs, Inc. for the provision of residential and outpatient substance use disorder treatment services.
- IV 9:10 AM**      **REGULAR AGENDA ITEMS**
- A. Department of Finance**
1. Consider approving the introduction of an Ordinance establishing booking fees for Fiscal Year 2018-2019 and waiving the first reading of the Ordinance.
  2. Consider adopting a Resolution establishing appropriation limits for Fiscal Year 2018-2019.

**9:15 AM B. Health Department – Ed Hill**

Consider authorizing the Chairman to sign an Agreement with Travis Satterlund for Tobacco Control Program evaluation during Fiscal Years 2018 through 2021.

**9:20 AM C. Human Resources – Leslie McCormick Wilson/Carolyn Leist  
Child Support – Barbi Brokhoff/Kim Eggert**

Consider approving the new job specification for the Compliance and Standards Officer, setting the salary at Range 197.5 (\$4,288 - \$5,233) allocating 1.0 Full-Time Equivalency Compliance and Standards Officer in the Child Support Services Department's Budget 326000 to conduct compliance and performance review activities.

**9:25 AM D. Human Resources – Leslie McCormick Wilson/Henie Ring  
Fire – Clay Smith/Brandon Jones**

Consider approving the revised job specification for the Heavy Fire Equipment Operator and set the salary at Range 201.0 (\$4,441- \$5,418) and allocating 2.0 Full-Time Equivalency Heavy Fire Equipment Operator in the Fire Department's Budget 241000.

**9:30 AM E. Job Training Office – Lance Lippincott**

Consider authorizing the Chairman to sign an Agreement for Reimbursement for Training/Seminars with Merced County.

**V STUDY SESSION**

**9:40 AM F. Agriculture Department – Jimmy Hook**

Release of the 2017 Agricultural Crop Report for Kings County.

**VI STUDY SESSION**

**9:45 AM G. Behavioral Health Department – Lisa Lewis/Ahmad Bahrami/Julie LeFils**

Kings Partnership for Prevention annual update outlining the goals, objectives and accomplishments of the coalition.

**VII 9:50 AM H. 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 I. 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)]
- ◆ **Conference with Labor Negotiator/Meet and Confer:** [Govt. Code Section 54957.6]  
**Negotiator: Rebecca Campbell**
  - **Unrepresented Management**

**IX**                      **J. ADJOURNMENT**

The next regularly scheduled meeting is scheduled for Tuesday, June 26, 2018, at 9:00 a.m.

**X 11:00 AM K. CALIFORNIA PUBLIC FINANCE AUTHORITY- REGULAR MEETING CANCELLED**

<i><b>FUTURE MEETINGS AND EVENTS</b></i>		
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
<i>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.</i>		



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## *Action Summary*

**June 12, 2018**

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

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

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

**I B1**

**CALL TO ORDER**

**ROLL CALL – Clerk of the Board**

**INVOCATION – Andrew Cromwell – Koinonia Church**

**PLEDGE OF ALLEGIANCE**

**ALL MEMBERS PRESENT**

**II B2**

**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.*

**Sheriff David Robinson thanked Chuck Jelloian and Chief Reuben Shortnacy for their work in Sacramento with a funding request that could bring funding to the County with the new State budget. He introduced Crystal Hernandez to discuss a project they worked on together.**

**Crystal Hernandez from Champions Recovery asked Dan Luttrell and Robert Thayer to join her in introducing their video project, highlighting probation and recovery programs happening in Kings County, to the Board and the public.**

**State Senate candidate Melissa Hurtado introduced herself to the Board.**

**Caroline Daley of Lemoore spoke about Alzheimer's and Brain Awareness Month and the importance of the availability of adult day care to provide help and respite for families and caregivers of adults with Alzheimer's and similar conditions.**

**III B3**

**EMPLOYEE RECOGNITION – Rebecca Campbell/Kevin McAlister**

**Presentation of plaques to Adam Johnson, Senior Building Maintenance Worker, for being selected as Outstanding Employee of the 1<sup>st</sup> Quarter, 2018.**

**INFORMATION ONLY - NOA**

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

**IV B4**

**CONVENE AS THE BOARD OF EQUALIZATION**

Consider accepting a stipulation on Application for Changed Assessment No. 17-013 filed by In-N-Out Burger.

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

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

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

**V B5**

**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: June 5, 2018**

**B. Health Department:**

Consider authorizing the Chairman to sign an amended Agreement with the Zetetic Associations for Tobacco Control Program Evaluation during Fiscal Year 2017-2018. [Agmt 17-056.1]

**C. Human Services Agency:**

1. Consider authorizing the Chairman to sign renewal Agreements with the University of California, Davis for Fiscal Year 2018-2019 on-site staff training. [Agmt 18-050, 18-051]
2. Consider authorizing the Chairman to sign an amendment to Agreement No. 17-081 for individualized instructional support and preparation to participate in the General Equivalency Diploma examination for participants in the California Work Opportunity and Responsibility to Kids program. [Agmt 17-081.1]
3. Consider authorizing the Chairman to sign an Agreement with West Hills Community College for instructional support and training programs for participants in the California Work and Responsibility to Kids program for Fiscal Year 2018-2019. [Agmt 18-054]

**D. Public Works Department:**

1. Consider authorizing the Public Works Director to sign the amended Consultant Services Agreement with Mark Thomas & Company, Inc. to prepare the Community Development Block Grant County Americans with Disabilities Act Transition Plan.
2. Consider authorizing the Chairman to sign the Notice of Completion for Accelerated Modular Concepts for the Human Services Agency modular building project.

**E. Probation:**

Consider approving the Probation Department's Electronic Monitoring System Program and the rules and regulations governing the program to conform to the required annual renewal.

**F. Administration:**

Consider authorizing the Chairman to sign the City-County Agreement for animal control services with the City of Hanford for the term of July 1, 2018 through June 30, 2019. [Agmt 18-052]

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

**VI**

**REGULAR AGENDA ITEMS**

**B6**

**A. Human Services Agency – Sanja Bugay/Wendy Osikafo**

Consider adopting a Resolution proclaiming Friday, June 15, 2018 as “World Elder Abuse Awareness Day” and encouraging all of our communities to recognize and celebrate older adults and their ongoing contributions to the success and vitality of our country. [Reso 18-047]

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

**B7**

**B. Fire Department – Clay Smith**

Consider authorizing the Chairman to sign the Automatic and Mutual Aid Agreement with the Fresno County Protection District for the areas designated on Exhibits A-1 and A-2 of the Agreement map. [Agmt 18-053]

**ACTION: APPROVED AS PRESENTED (CP, JN, DV, RV, RV -AYE)**

- B8 C. Human Resources – Leslie McCormick Wilson/Kelley Mattos**  
Consider approving the revised job specification and retitle of the classification from Healthcare Business Applications Specialist to Business Applications Specialist with no change in salary and allocating 1.0 Full-Time Equivalency (FTE) Business Applications Specialist in the Behavioral Health Department’s Budget 422500.  
**ACTION: APPROVED AS PRESENTED (DV, JN, CP, RF, RV -AYE)**
- B9 D. Public Works Department – Kevin McAlister/Dominic Tyburski**  
Consider rejecting all bids for the Kings County Highway Safety Improvement Program Projects – Various Locations and authorizing the Public Works Department to re-advertise the project.  
**ACTION: APPROVED AS PRESENTED (CP, DV, JN, RF, RV - Aye)**
- B10 E. Department of Finance – Rebecca Valenzuela/Liz Cruz/Anthony Loza**  
Consider authorizing the Chairman and the Director of Finance to sign the Agreement with Superior 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)**  
**[Agmts 18-043, 18-044 & Reso 18-044]**  
**ACTION: APPROVED AS PRESENTED (CP, JN, DV, RV - Aye, RF - No)**
- B11 F. Administration – Rebecca Campbell**  
1. Consider making one appointment to the Agricultural Advisory Committee.  
**ACTION: APPROVED AS PRESENTED (DV, CP, JN, RF, RV- Aye)**  
2. Consider making two appointments to the Countywide Oversight Board for Redevelopment.  
**ACTION: APPROVED AS PRESENTED (DV, CP, JN, RF, RF - Aye)**

**VII STUDY SESSION**

- B12 G. Fire Department – Clay Smith**  
Review of options for fire services with the City of Corcoran.  
**Board directed staff to pursue the possibility of a two year contract at \$522,102 per year.**  
**INFORMATION ONLY - NOA**

**VIII STUDY SESSION**

- B13 H. Human Services Agency – Sanja Bugay**  
Review with Kings Tulare Area Agency on Aging structural changes and impacts for funding and services in Kings County.  
**INFORMATION ONLY - NOA**

- IX B14 I. 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).*

**Supervisors Pedersen, Verboon and Fagundes each stated they had nothing to report.**

**Supervisors Neves reported that he attended the First 5 meeting on June 5, 2018, the Kings Fair on June 8 and 9, 2018 and Lemoore’s Rockin’ the Arbor on June 8, 2018.**

**Supervisor Valle stated that he had nothing to report.**

- ◆ Board Correspondence: **None**
- ◆ Upcoming Events: **Rebecca Campbell stated that the San Joaquin Valley Air Pollution Control District invited the Board to their Public Scoping Meeting for the AB 617 Process for Evaluation Best Available Retrofit Control Technology on June 14, 2018, The Kings County Coalition for Wellness Awareness will hold BINGO games in honor of Elder Abuse Awareness Day on June 15, 2018, the Sheriff's Posse Crab Feed will be June 16, 2018, the Annual Meeting of Kings Partnership for Prevention with Key Note Speaker Sheriff Dave Robinson will be held on June 21, 2018, and the Kings County Commission on Aging Breakfast Burritos Fundraiser will be on June 22, 2018.**
- ◆ Information on Future Agenda Items: **Rebecca Campbell stated that the following items would be on an upcoming agenda: the release of the 2017 Crop Report, the Probation Department's amended contracts with Champions, the proposed budget for 2018-2019, and budget transfers for motor pool funds. She asked the Board if there was interest in cancelling the July 3, 2018 Board meeting. Board members asked to have department heads polled and will make a decision regarding cancellation at the June 19, 2018 Board meeting.**

X B15

**J. 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)]  
**REPORT OUT: Rebecca Campbell stated that the Board took no reportable action in closed session today.**

XI

**K. ADJOURNMENT**

The next regularly scheduled meeting is scheduled for Tuesday, June 19, 2018, at 9:00 a.m.

***FUTURE MEETINGS AND EVENTS***

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 19, 2018

**SUBMITTED BY:** Department of Finance – Becky Valenzuela  
Administration – Rebecca Campbell

**SUBJECT:** END OF YEAR BUDGET TRANSFERS

**SUMMARY:**

**Overview:**

Each year it is necessary to balance Departmental Budgets prior to the June 30<sup>th</sup> closing of the County Ledgers.

**Recommendation:**

Authorize the County Finance Director to make necessary budget transfers after final numbers are available, prior to the closing of the County Ledgers. (4/5 Vote Required)

**Fiscal Impact:**

None. Transfers will occur within departments and will not require transfers from contingencies.

**BACKGROUND:**

Prior to the closing of County Ledgers on June 30<sup>th</sup> of each year, departments are asked to analyze and make necessary transfers to balance their budgets. However, despite this practice, some final adjustments are needed. This will authorize the County Finance Director to make those adjustments.

**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 19, 2018

**SUBMITTED BY:** Health Department – Ed Hill

**SUBJECT:** MEMORANDUM OF UNDERSTANDING WITH KINGS COMMUNITY ACTION ORGANIZATION

**SUMMARY:**

**Overview:**

The proposed Memorandum of Understanding (MOU) with the Kings Community Action Organization (KCAO) will provide for the Department of Public Health to furnish Women, Infants and Children Supplemental Nutrition (WIC) services at the Kettleman City Family Resource Center that is operated by KCAO under a contract with First 5 Kings County.

**Recommendation:**

**Authorize the Director of Public Health Services to sign the Memorandum of Understanding with Kings Community Action Organization to provide Women, Infants and Children Supplemental Nutrition services at the Kettleman City Family Resource Center.**

**Fiscal Impact:**

None.

**BACKGROUND:**

The Department of Public Health first entered into the agreement described in this MOU on February 3, 2015. This is a renewal of the agreement for another three year term, expiring on June 30, 2021. First 5 Kings County funds the Kettleman City Family Resource Center (FRC) located at 75 Fifth Street, which is operated by the Kings Community Action Organization (KCAO). Both WIC and First 5 serve similar populations throughout the County and are concerned with optimizing the general health and well-being of their participants. The arrangement to collaborate by co-locating has been working well for both organizations for the past three years and has made it more convenient for families in the community to access the services of both organizations.

The MOU 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.

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## **Memorandum of Understanding**

**Between**

**Kings County Department of Public Health  
Women, Infants and Children Program**

**and**

**Kings Community Action Organization**

This Memorandum of Understanding (MOU) sets forth the terms and understanding between the Kings County Department of Public Health Women, Infants and Children Program (KCHD WIC) and the Kings Community Action Organization (KCAO) to share the Kettleman Family Resource Center (FRC) located at 75 5th Street, Kettleman City, CA 93239.

### **Background:**

Both KCHD WIC and KCAO serve similar populations throughout the County of Kings in California and are concerned with optimizing the general health and well being of their participants. Both organizations serve participants at separate sites in Kettleman City. In early 2014 they began to explore the possibility of increasing collaboration by co-locating and have been doing so since 2015. This entails KCHD WIC using space at the FRC two (2) or three (3) days a month, thus increasing the potential for participants to access services of both organizations more conveniently. This MOU replaces the one that was in place from February 3, 2015 to June 30, 2018.

### **Purpose:**

The purpose of this MOU is to establish the guidelines for the use of the FRC by both organizations, KCHD WIC and KCAO.

### **KCAO Agrees To Provide:**

1. Use of the FRC premises during normal business hours two (2) or three (3) days per month. Currently, normal business hours are Tuesdays, Wednesdays, and Thursdays from 9:00 am to 3:30 pm.
2. Space for parking a KCHD WIC mobile unit on the FRC premises at a location that will not interfere with regular FRC business.
3. The use of interior space for one (1) or two (2) nutrition classes per month. The class duration would be approximately thirty (30) minutes. The space includes use of tables and chairs to accommodate up to ten (10) people.

3. Distribute each other's outreach materials to the target population, medical providers, and to other agencies.
4. Inform each other of workshops, presentations, etc. that may be of mutual interest.
5. Comply with all relevant state and federal statutes, regulations, executive orders or directives.
6. Carry its own general liability, professional liability, auto, and workers' compensation insurance policies.
7. Indemnify and hold harmless the other party's employees, agents, volunteers and assigns from and against any and all claims demands, liability, judgements, awards, interest, reasonable attorneys fees, costs and expenses of whatsoever kind or nature, at any time arising out of or in any way connected with the performance of this MOU. This liability shall apply to any acts or omissions, willful misconduct or negligent conduct, whether active or passive on the part of the indemnifying party.

**Both Parties Acknowledge that:**

1. KCAO is not providing storage space within the FRC for use by KCHD WIC.
2. KCAO is not providing KCHD WIC with keys or alarm codes to the FRC.

**Terms**

1. The term of this MOU shall be July 1, 2018, through June 30, 2021.

**Signatures**

KINGS COUNTY DEPARTMENT OF  
PUBLIC HEALTH WIC PROGRAM

FAMILY RESOURCE CENTER,  
KETTLEMAN CITY, CA

By \_\_\_\_\_  
Edward Hill  
Health Department Director

By  \_\_\_\_\_  
Jeff Garner  
Executive Director

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

Date: June 5, 2018



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Catherine Venturella, Clerk of the Board of Supervisors

## AGENDA ITEM June 19, 2018

**SUBMITTED BY:** Job Training Office – Lance Lippincott

**SUBJECT:** AGREEMENT FOR REIMBURSEMENT FOR TRAINING/SEMINARS WITH  
MERCED COUNTY

**SUMMARY:**

**Overview:**

Kings County is part of the ten county regional planning areas for purposes of implementing the federal Workforce Innovation and Opportunity Act (WIOA). From time to time, WIOA funding is distributed by the state through these regional planning areas to the local areas. In this case, funding for training/travel needed by Local Workforce Development Areas to implement WIOA has been distributed to Merced County, which is the fiscal agent for the San Joaquin Valley Regional Planning Unit. This agreement will provide reimbursement to Kings County for the training in an amount up to \$10,000.

**Recommendation:**

**Authorize the Chairman to sign the Agreement for Reimbursement for Training/Seminars with Merced County.**

**Fiscal Impact:**

The maximum amount of training reimbursement through this Agreement is \$10,000. This amount reflects in the proposed Fiscal Year 2018/2019 budget under budget unit 570918, account 82229010. Receipt of these funds does not require a County match.

**BACKGROUND:**

This Agreement represents Kings County's portion of a regional grant to assist in the implementation of the Workforce Innovation and Opportunity Act through staff and advisory board training. This Agreement provides reimbursement for approved training. The term of the Agreement is June 19, 2018, through March 31, 2019. As fiscal agent for the region, the County of Merced has agreed to receive and distribute grant funds from the State of California on behalf of the ten county planning areas which contains Kings County. 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 \_\_\_\_\_



# 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 19, 2018

**SUBMITTED BY:** Probation Department – Kelly Zuniga/Dan Luttrell

**SUBJECT:** AMENDMENTS TO AGREEMENTS WITH CHAMPIONS RECOVERY  
ALTERNATIVE PROGRAMS, INC.

**SUMMARY:**

**Overview:**

The Kings County Probation Department (“Probation”) requests the Board of Supervisors to approve amendments of Agreement Nos. 17-075, 17-076, 17-077 between the County of Kings (“County”) and Champions Recovery Alternative Programs, Inc. (“Champions”) for the provision of residential and outpatient substance use disorder treatment services.

**Recommendation:**

**Authorize the Chairman to sign the amendments to agreements with Champions Recovery Alternative Programs, Inc. for the provision of residential and outpatient substance use disorder treatment services.**

**Fiscal Impact:**

No impact to the County’s General Fund. These amendments do not increase the overall compensation to Champions for services provided under Agreement Nos. 17-075, 17-076, and 17-077.

**BACKGROUND:**

On July 25, 2017, the County entered into three agreements with Champions to provide services for residential and outpatient substance use disorder treatment for probationers supervised by Probation. The agreements included a detailed break down of how the compensation for these services would be spent. These amendments are to transfer funds between line items delineated in the initial contracts, as outlined in amended exhibits to these agreements. These amendments do not increase or decrease the amount of compensation to be paid to Champions under Agreement Nos. 17-075, 17-076, or 17-077; these items and appended exhibits have 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.

Agreement No. 17-075.1

FIRST AMENDMENT TO AGREEMENT NO. 17-075, BETWEEN THE COUNTY OF KINGS AND CHAMPIONS RECOVERY ALTERNATIVE PROGRAMS, INC., FOR THE PROVISION OF DAY REPORTING SERVICES FOR INDIVIDUALS SUPERVISED BY THE KINGS COUNTY PROBATION DEPARTMENT

This first amendment to Agreement No. 17-075 (“Amendment”) is made on \_\_\_\_\_, 2018, by and between the County of Kings (“County”) and Champions Recovery Alternative Programs, Inc. (“Champions”) (collectively, “the Parties”), upon the following terms and conditions:

**RECITALS**

WHEREAS, the County and Champions entered into Agreement No. 17-075 (“Agreement”) for the provision of day reporting services for individuals supervised by the Kings County Probation Department (“Probation”); and

WHEREAS, Exhibit B of the Agreement, which sets forth the remuneration for services provided thereunder, requires amendment to more accurately reflect the services being provided.

NOW, THEREFORE, the parties agree as set forth below:

1. Exhibit B of the Agreement shall be replaced by Exhibit B to this Amendment to more accurately reflect the services being provided under the Parties’ agreement.
2. All other terms and conditions of the Agreement shall remain in full force and effect as previously agreed and are not otherwise affected by this Amendment.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Amendment to be effective on the date executed by both parties.

“CONTRACTOR”

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

\_\_\_\_\_  
\_\_\_\_\_, Chairperson,  
Champions Recovery Alternative Programs, Inc.

“COUNTY”

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

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

APPROVED AS TO FORM:  
Colleen Carlson, County Counsel

ATTEST:

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

\_\_\_\_\_  
Catherine Venturella, Clerk  
Board of Supervisors, County of Kings

**BUDGET MODIFICATION FORM**

<b>Vendor Name: Champions</b>			<b>Date: 5/30/2018</b>	
<b>Program Name: DRC</b>				
	<b>FY 17/18 BUDGET</b>	<b>Adjustment Reduce (-) Amount</b>	<b>Adjustment Increase (+) Amount</b>	<b>NEW BUDGET REQUESTED</b>
<b>SALARIES &amp; BENEFITS</b>				
Executive Director	24,648.00		3,500.00	28,148.00
Deputy Director	20,280.00	(6,300.00)		13,980.00
Admin Assistant	4,992.00	(300.00)		4,692.00
Clinical Supervisor	28,080.00	(7,180.00)		20,900.00
Counselor II	43,680.00		960.00	44,640.00
Reentry Manager	39,312.00		2,600.00	41,912.00
Case Manager	33,280.00	(2,080.00)		31,200.00
Reception			9,000.00	9,000.00
Taxes	15,542.00		2,700.00	18,242.00
Worker's Comp	13,600.00	(6,000.00)		7,600.00
Health Care	9,714.00		3,100.00	12,814.00
<b>Total Salaries</b>	<b>233,128.00</b>	<b>(21,860.00)</b>	<b>21,860.00</b>	<b>233,128.00</b>
<b>Operating Expenses</b>				
Accounting	10,000.00	(300.00)		9,700.00
Audit	1,750.00			1,750.00
Building Repairs	1,000.00	(1,000.00)		0.00
Consumable Supplies	4,000.00		1,000.00	5,000.00
Curriculum	500.00			500.00
Drug Testing	1,000.00	(900.00)		100.00
Employee Misc. Expense	50.00	(50.00)		0.00
Equipment/Furnishings	3,000.00		2,950.00	5,950.00
Equipment Repairs	1,000.00	(150.00)		850.00
Fees	50.00	(50.00)		0.00
GED Testing	600.00	(550.00)		50.00
Liability Insurance	5,400.00	(1,000.00)		4,400.00
IT Services & Software Fees	6,250.00			6,250.00
Maintenance	1,500.00		250.00	1,750.00
Paychex (HR, payroll, ect)	9,000.00			9,000.00
Photocopier Lease & Copies	4,000.00			4,000.00
Postage & Delivery	500.00	(200.00)		300.00
Rent	14,400.00			14,400.00
Telephone/ Internet	1,000.00			1,000.00
Transportation	50.00			50.00
Utilities	3,000.00			3,000.00
<b>Total Operating Expenses</b>	<b>68,050.00</b>	<b>(4,200.00)</b>	<b>4,200.00</b>	<b>68,050.00</b>
<b>Grand Total Expenses</b>	<b>301,178.00</b>	<b>(26,060.00)</b>	<b>26,060.00</b>	<b>301,178.00</b>



Agreement No. 17-076.1

FIRST AMENDMENT TO AGREEMENT NO. 17-076, BETWEEN THE COUNTY OF KINGS AND CHAMPIONS RECOVERY ALTERNATIVE PROGRAMS, INC., FOR THE PROVISION OF FEMALE DAY REPORTING SERVICES FOR INDIVIDUALS SUPERVISED BY THE KINGS COUNTY PROBATION DEPARTMENT

This first amendment to Agreement No. 17-076 (“Amendment”) is made on \_\_\_\_\_, 2018, by and between the County of Kings (“County”) and Champions Recovery Alternative Programs, Inc. (“Champions”) (collectively, “the Parties”), upon the following terms and conditions:

**RECITALS**

WHEREAS, the County and Champions entered into Agreement No. 17-076 (“Agreement”) for the provision of female day reporting services for individuals supervised by the Kings County Probation Department (“Probation”); and

WHEREAS, Exhibit B of the Agreement, which sets forth the remuneration for services provided thereunder, requires amendment to more accurately reflect the services being provided.

NOW, THEREFORE, the parties agree as set forth below:

1. Exhibit B of the Agreement shall be replaced by Exhibit B to this Amendment to more accurately reflect the services being provided under the Parties’ agreement.
2. All other terms and conditions of the Agreement shall remain in full force and effect as previously agreed and are not otherwise affected by this Amendment.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Amendment to be effective on the date executed by both parties.

“CONTRACTOR”

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

\_\_\_\_\_  
\_\_\_\_\_, Chairperson,  
Champions Recovery Alternative Programs, Inc.

“COUNTY”

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

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

APPROVED AS TO FORM:  
Colleen Carlson, County Counsel

ATTEST:

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

\_\_\_\_\_  
Catherine Venturella, Clerk  
Board of Supervisors, County of Kings

**BUDGET MODIFICATION FORM**

<b>Vendor Name: Champions</b>			<b>Date: 5/30/2018</b>	
<b>Program Name: FDRC</b>				
	<b>FY 17/18 BUDGET</b>	<b>Adjustment Reduce (-) Amount</b>	<b>Adjustment Increase (+) Amount</b>	<b>NEW BUDGET REQUESTED</b>
<b>SALARIES &amp; BENEFITS</b>				
Executive Director	3,286.00			3,286.00
Deputy Director	2,704.00	(840.00)		1,864.00
Clinical Supervisor	9,360.00	(2,500.00)		6,860.00
Counselor II	17,472.00			17,472.00
Reentry Manager	4,368.00			4,368.00
Reception			4,740.00	4,740.00
Taxes	2,975.00			2,975.00
Worker's Comp	2,603.00	(1,400.00)		1,203.00
Health Care	1,860.00			1,860.00
<b>Total Salaries</b>	<b>44,628.00</b>	<b>(4,740.00)</b>	<b>4,740.00</b>	<b>44,628.00</b>
<b>Operating Expenses</b>				
Accounting	2,177.00			2,177.00
Audit	210.00			210.00
Consumable Supplies	660.00	(100.00)		560.00
GED Testing	300.00	(250.00)		50.00
Liability Insurance	990.00	(180.00)		810.00
IT Services & Software Fees	870.00			870.00
Maintenance	400.00	(180.00)		220.00
Paychex (HR, payroll, ect)	1,100.00			1,100.00
Photocopier Lease & Copies	780.00	(240.00)		540.00
Postage & Delivery	50.00	(40.00)		10.00
Telephone/ Internet	650.00			650.00
Utilities	730.00		990.00	1,720.00
<b>Total Operating Expenses</b>	<b>8,917.00</b>	<b>(990.00)</b>	<b>990.00</b>	<b>8,917.00</b>
<b>Grand Total Expenses</b>	<b>53,545.00</b>	<b>(5,730.00)</b>	<b>5,730.00</b>	<b>53,545.00</b>

Agreement No. 17-077.1

FIRST AMENDMENT TO AGREEMENT NO. 17-077, BETWEEN THE COUNTY OF KINGS AND CHAMPIONS RECOVERY ALTERNATIVE PROGRAMS, INC., FOR THE PROVISION OF RESIDENTIAL SUBSTANCE USE DISORDER TREATMENT SERVICES FOR INDIVIDUALS SUPERVISED BY THE KINGS COUNTY PROBATION DEPARTMENT

This first amendment to Agreement No. 17-077 (“Amendment”) is made on \_\_\_\_\_, 2018, by and between the County of Kings (“County”) and Champions Recovery Alternative Programs, Inc. (“Champions”) (collectively, “the Parties”), upon the following terms and conditions:

**RECITALS**

WHEREAS, the County and Champions entered into Agreement No. 17-077 (“Agreement”) for the provision of residential substance use disorder treatment and other rehabilitative services for individuals supervised by the Kings County Probation Department (“Probation”); and

WHEREAS, Exhibit B of the Agreement, which sets forth the remuneration for services provided thereunder, requires amendment to more accurately reflect the services being provided.

NOW, THEREFORE, the parties agree as set forth below:

1. Exhibit B of the Agreement shall be replaced by Exhibit B to this Amendment to more accurately reflect the services being provided under the Parties’ agreement.
2. All other terms and conditions of the Agreement shall remain in full force and effect as previously agreed and are not otherwise affected by this Amendment.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Amendment to be effective on the date executed by both parties.

“CONTRACTOR”

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

\_\_\_\_\_  
\_\_\_\_\_, Chairperson,  
Champions Recovery Alternative Programs, Inc.

“COUNTY”

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

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

APPROVED AS TO FORM:  
Colleen Carlson, County Counsel

ATTEST:

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

\_\_\_\_\_  
Catherine Venturella, Clerk  
Board of Supervisors, County of Kings

**BUDGET MODIFICATION FORM**

Vendor Name: Champions		Date: 5/30/2018		
Program Name: Samuel's House				
	FY 17/18 BUDGET	Adjustment Reduce (-) Amount	Adjustment Increase (+) Amount	NEW BUDGET REQUESTED
<b>SALARIES &amp; BENEFITS</b>				
Executive Director	32,864.00		7,400.00	40,264.00
Deputy Director	27,040.00	(4,000.00)		23,040.00
Admin Assistant	6,656.00			6,656.00
Clinical Supervisor	46,800.00	(7,900.00)		38,900.00
Manager	43,680.00		800.00	44,480.00
Senior Counselor II	41,600.00			41,600.00
Counselor II	37,440.00	(2,000.00)		35,440.00
Counselor I	35,360.00	(20,800.00)		14,560.00
Counselor I	35,360.00	(6,000.00)		29,360.00
Reception	24,960.00	(2,200.00)		22,760.00
Facility Monitor	24,960.00		2,300.00	27,260.00
Facility Monitor	24,960.00			24,960.00
Facility Monitor	12,480.00		5,560.00	18,040.00
Facility Monitor	12,480.00		9,520.00	22,000.00
Facility Monitor	24,960.00		1,400.00	26,360.00
Case Manager			14,640.00	14,640.00
Taxes	34,528.00		7,280.00	41,808.00
Worker's Comp	30,212.00	(18,000.00)		12,212.00
Health Care	21,580.00		12,000.00	33,580.00
Total Salaries	517,920.00	(60,900.00)	60,900.00	517,920.00
<b>Operating Expenses</b>				
Accounting	15,000.00		2,000.00	17,000.00
Audit	1,600.00			1,600.00
Building Repairs	4,650.00		1,000.00	5,650.00
Drug Testing	1,000.00		3,000.00	4,000.00
Employee Misc. Expense	50.00	(50.00)		0.00
Equipment/Furnishings	12,500.00		10,000.00	22,500.00
Equipment Repairs	850.00		896.00	1,746.00
Fees	13,876.00	(13,876.00)		0.00
Liability Insurance	9,900.00		1,000.00	10,900.00
IT Services & Software Fees	8,700.00		1,000.00	9,700.00
Maintenance	20,400.00		10,000.00	30,400.00
Paychex (HR, payroll, ect)	13,500.00	(2,000.00)		11,500.00
Photocopier Lease & Copies	7,800.00	(2,500.00)		5,300.00
Postage & Delivery	300.00		300.00	600.00
Professional Fees - Medical Director	500.00	(500.00)		0.00
Rent	64,200.00			64,200.00
Telephone/ Internet	2,500.00		4,500.00	7,000.00
Transportation	7,500.00	(2,800.00)		4,700.00
Travel	50.00		30.00	80.00
Utilities	24,000.00			24,000.00
Consumable Supplies	50,000.00	(12,000.00)		38,000.00
Total Operating Expenses	258,876.00	(33,726.00)	33,726.00	258,876.00
<b>Grand Total Expenses</b>	<b>776,796.00</b>	<b>(94,626.00)</b>	<b>94,626.00</b>	<b>776,796.00</b>



# 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 19, 2018

**SUBMITTED BY:** Department of Finance – Becky Valenzuela/Rob Knudson

**SUBJECT:** APPROPRIATION LIMITS FOR FY 2018-2019

**SUMMARY:**

**Overview:**

Govt. Code Section 7910 and Article XIII (B) of the California Constitution requires local government entities to annually establish appropriation limits for locally controlled revenues such as property taxes. The limit is increased annually by local population changes and statewide increase in personal income.

**Recommendation:**

**Adopt a resolution establishing the appropriation limits for FY 2018-2019.**

**Fiscal Impact:**

There is no fiscal impact to Kings County since the cost of living and population factors have increased substantially relative to property tax revenue. Taxpayers would receive refunds if the limits are exceeded.

**BACKGROUND:**

The appropriation limit for FY 2018-2019 is calculated by increasing the prior year limit by 1.0468%, which reflects 0.97% population and 3.67% personal income growth. Kings County’s limit is as follows:

<u>Agency</u>	<u>2018-2019 Limit</u>	<u>Fiscal Year 18-19 Projected Tax Rev.</u>	<u>Below Limit</u>
County:			
General Fund	132,556,684	47,187,000	85,369,684
Road Fund	26,786,414	40,000	26,746,414
Total County	159,343,098	47,227,000	112,116,098
Library District	5,820,674	2,062,805	3,757,869
Fire District	24,959,051	7,262,726	17,696,325
Lighting District	436,535	46,200	390,335

**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.

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

\*\*\*\*\*

IN THE MATTER OF ESTABLISHING                      RESOLUTION NO. \_\_\_\_\_  
APPROPRIATIONS LIMITS FOR  
THE 2018/2019 FISCAL YEAR

\_\_\_\_\_ /  
WHEREAS, Article XIII B of the Constitution of the State of California imposes government spending limitations; and

WHEREAS, Article XIII B, Section 8(e)(2) of the Constitution of the State of California requires each County to annually select as its change in the cost of living either (a) the percentage change in California per capita personal income or (b) the percentage change in the local assessment roll from the previous year due to the addition of local nonresidential new construction; and

WHEREAS, Section 7901 of the Government Code of the State of California requires each County to annually select the percentage change in population based on:

1.     The change in population within its jurisdiction; or
2.     The change in population within its jurisdiction combined with the change in population within all contiguous counties; or
3.     The change in population within the incorporated portion of the County.

WHEREAS, Section 7910 of the Government Code of the State of California requires that the governing body of each local jurisdiction, by resolution, establish "appropriations limit" each fiscal year; and

WHEREAS, the Finance Director of the County of Kings has calculated the appropriations limit for local jurisdictions for which the Board of Supervisors makes appropriations. Such calculations are based upon the provisions of Article XIII B of the Constitution of the State of California and Division 9 of Title 1 of the California Government Code, commencing with Section 7900.

NOW, THEREFORE BE IT RESOLVED that, for the purpose of establishing the 2018/2019 appropriations limit, the percentage change in California per capita personal



income is hereby selected as the change in cost of living under the provisions of Section 8 of Article XIII B of the California Constitution.

BE IT FURTHER RESOLVED that, for the purpose of establishing the 2018/2019 appropriations limit, the percentage change in population within the incorporated portion of the County is hereby chosen as the percentage change in population within the meaning of Government Code Section 7901.

BE IT FURTHER RESOLVED that the appropriations limits be and they are hereby established for the fiscal year 2018/2019 for the following jurisdictions as follows:

County of Kings	\$159,343,098.00
Library District	5,820,674.00
Fire District	24,959,051.00
Kings County Lighting District	436,535.00

The foregoing resolution was adopted upon motion by Supervisor \_\_\_\_\_, seconded by Supervisor \_\_\_\_\_, at a regular meeting held June 19, 2018 by the following vote:

AYES: Supervisors  
NOES: Supervisors  
ABSENT: Supervisors

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

WITNESS my hand and seal of said Board of Supervisors this 19th day of June, 2018.

\_\_\_\_\_  
Clerk of said 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 19, 2018

**SUBMITTED BY:** Department of Finance – Becky Valenzuela/Rob Knudson

**SUBJECT:** BOOKING FEES FOR FY 2018-2019

**SUMMARY:**

**Overview:**

Pursuant to Govt. Code Section 29550, each year it is necessary to reset jail booking fees by ordinance. Booking fees are calculated by the County Department of Finance and established by the Board of Supervisors. With the adoption of Govt. Code Sections 29551 & 29552, counties now receive funding directly from the state in lieu of charging booking fees to outside agencies. However, there are still situations where the County can recover actual booking costs. Therefore, it is necessary to establish a current rate each year. The calculated fee recommended for Fiscal Year (FY) 2018-2019 is \$122 per booking.

**Recommendation:**

**Approve the introduction of an ordinance establishing booking fees for FY 2018-2019 and waive the first reading of the ordinance.**

**Fiscal Impact:**

The County will be receiving its full allocation of \$120,000 from the State which will be the same as the FY 2017-2018 allocation. Since this is the County's full statutory allocation, cities will not be charged a fee.

**BACKGROUND:**

Booking fees are intended to permit a county to recoup its actual costs associated with the booking of persons arrested by peace officers and brought to the County jail for booking or detention. Since 1999 there have been numerous changes to the way we are reimbursed for these costs and how we are allowed to bill outside agencies.

(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**

### **BOOKING FEES FOR FY 2018-2019**

**June 19, 2018**

**Page 2 of 2**

Just about every other year the State would come up with another creative method of reimbursing counties. In 2011, the new realignment structure implemented by the Governor put more stability into their reimbursement of booking fees. The County's full statutory allocation of about \$120,000 is now included in the annual budget. Receiving the full allocation restricts the County from billing any booking fees to cities. If the County does not receive its full allocation from the State then the booking fee authority reverts to the option under GC29550 of charging cities one-half of the current rate. If the County receives a partial allocation, it would continue the existing structure and charge the 2005-2006 adjusted rate in proportion to the level of under-appropriation.

Despite the way the County receives funding, the County Department of Finance must still calculate the actual booking fee rate each year and have the Board of Supervisors adopt an ordinance establishing this fee for the next fiscal year. The actual rate is still needed to collect booking fees from a convicted defendant. The County's ability to collect these fees is preserved under this structure.

The proposed booking fee for FY 2018-2019 is calculated at \$122. This is an 7% increase from the previous year fee of \$114. The net increase is mainly due to Sheriffs-Detentions employee salary increases in FY 2017-2018 as well as a decrease in the total number of FY 2017-2018 bookings, which drives up the overhead support category.

ORDINANCE NO.

AN ORDINANCE RELATING TO  
JAIL PROCESSING FEES

The Board of Supervisors of the County of Kings ordains as follows:

SECTION 1. This ordinance is adopted pursuant to Kings County Ordinance No. 495 and Government Code section 29550.

SECTION 2. The following fees shall be charged by the Kings County Sheriff for processing persons brought to the Kings County Jail after arrest and detention on and after July 1, 2018.

Per processing	\$122.00
----------------	----------

SECTION 3. This Ordinance shall take effect thirty (30) days after its adoption and before the expiration of fifteen (15) days after its passage, shall be published with the names of the members of the Board of Supervisors voting for and against the same in the Hanford Sentinel, a newspaper published in the County of Kings.

The foregoing ordinance was introduced at a meeting of this Board of Supervisors of the County of Kings held on June 19, 2018, and adopted at a meeting held on June 26, 2018, by the following vote:

AYES: Supervisors  
NOES: Supervisors  
ABSENT: Supervisors

---

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

WITNESS my hand and seal of said Board of Supervisors this 26th day of June, 2018.

---

Clerk of said 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 19, 2018

**SUBMITTED BY:** Department of Finance – Becky Valenzuela  
Administration – Rebecca Campbell

**SUBJECT:** END OF YEAR BUDGET TRANSFERS

**SUMMARY:**

**Overview:**

Each year it is necessary to balance Departmental Budgets prior to the June 30<sup>th</sup> closing of the County Ledgers.

**Recommendation:**

Authorize the County Finance Director to make necessary budget transfers after final numbers are available, prior to the closing of the County Ledgers. (4/5 Vote Required)

**Fiscal Impact:**

None. Transfers will occur within departments and will not require transfers from contingencies.

**BACKGROUND:**

Prior to the closing of County Ledgers on June 30<sup>th</sup> of each year, departments are asked to analyze and make necessary transfers to balance their budgets. However, despite this practice, some final adjustments are needed. This will authorize the County Finance Director to make those adjustments.

**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) 582-3211 EXT 2362  
Catherine Venturella, Clerk of the Board of Supervisors

## AGENDA ITEM June 19, 2018

**SUBMITTED BY:** Health Department – Ed Hill  
**SUBJECT:** PROFESSIONAL SERVICES AGREEMENT WITH TRAVIS SATTERLUND  
**SUMMARY:**

**Overview:**

The Tobacco Control Program (TCP) has been a County program since the passage of Proposition 99 in 1988. The California Tobacco Control Program requires that the County contract for services of a State-approved program evaluator to write, revise, and conduct program evaluation activities.

**Recommendation:**

**Authorize the Chairman to sign the contract agreement with Travis Satterlund for Tobacco Control Program evaluation during Fiscal Years 2018 to 2021.**

**Fiscal Impact:**

There is no cost to the County General Fund associated with the recommended action. Revenue of \$20,000 has been anticipated in the County Budget in budget 412000 – Tobacco for FY 2018-2019, which allocates funding for an evaluation component. The California Tobacco Control Program 2017-2021 Grant budget allocates \$20,000 per year for the external evaluation services.

**BACKGROUND:**

The Kings County Tobacco Control Program is funded by a grant from California Department of Public Health (CDPH). CDPH requires that the County contract with an outside vendor for program evaluation services. The County contracted with a different consulting company for program evaluation services in FY 2017-18. In an effort to be more efficient, it was determined to contract for the entire three-year period, FY 2018-21 and a Request for Proposals was issued on May 21, 2018. During this process Mr. Satterlund submitted a proposal and was selected as the vendor based on his qualifications and experience working with the County's tobacco

(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**

### **PROFESSIONAL SERVICES AGREEMENT WITH TRAVIS SATTERLUND**

**June 19, 2018**

**Page 2 of 2**

evaluation program in previous years. It is recommended that the proposed agreement with Tyler Satterlund be approved for FY 2018-21 in the amount of \$20,000 per year, which is the same amount as last year's amended agreement.

The agreement has been reviewed and approved by County Counsel.

## COUNTY OF KINGS

### AGREEMENT FOR SERVICES

THIS AGREEMENT is made and entered into as of the 9<sup>th</sup> day of JUNE, 2018, by and between the County of Kings, a political subdivision of the State of California (hereinafter "County") and Travis Satterlund, a sole proprietor (hereinafter "Contractor").

### RECITALS

WHEREAS, County requires evaluation services; and

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

NOW, THEREFORE, the Parties mutually agree as follows:

#### 1. SCOPE OF SERVICES

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

#### 2. RESPONSIBILITIES OF CONTRACTOR

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 is approved by the State of California as an evaluator of tobacco control work plans and is qualified to provide monitoring and consulting services to County's tobacco control work plan, and possesses current valid appropriate licensure, including, but not limited to, driver's license, professional license, certificate of tax-exempt status, or permits, as required to perform the work under this Agreement.

#### 3. COMPENSATION

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



**4. METHOD OF PAYMENT**

Upon compliance with the agreement and submission of an invoice by Contractor, and upon approval of County's representative, County shall pay Contractor semi-annually for fees and expenses incurred that period, up to the maximum amount provided for in Section 3. Each invoice is due thirty (30) days following mid-year, July-December, and thirty (30) days following year end, January-June of each Fiscal Year, and 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 commence on July 1, 2018, and end on June 30, 2021. However, this Agreement may be extended by mutual, written agreement of the parties.

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. 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.

**8. AMENDMENTS**

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

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: any retroactive date must be shown and must be dated before the commencement of this Agreement, the policy must be kept in full force and effect or 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.

## **11. 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.

**12. 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.

**13. 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.

**14. CONFIDENTIALITY**

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

**15. 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.

**16. 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.

**17. 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.

**18. 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.

**19. SUBCONTRACTORS**

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

**20. 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.

**21. 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.

**22. 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.

**23. 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  
Department of Public Health  
330 Campus Drive  
Hanford, CA 93230  
Phone: (559) 582-3211, Ext. 2637

**CONTRACTOR:**

Travis Satterlund, Ph.D., JD  
4237 La Junta Dr.  
Claremont, CA 91711  
Phone: (530) 204-8810

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.

**24. 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.

**25. 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.

**26. 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.

**27. SURVIVAL**

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

**28. 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.

**29. 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.

**30. 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.

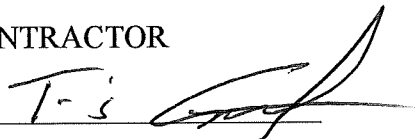
This Agreement represents the contributions of both parties, who are each represented by competent counsel, and it is expressly agreed and understood that the rule stated in Civil Code section 1654, that ambiguities in a contract should be construed against the drafter, shall have no application to the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

**31. 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  
by \_\_\_\_\_  
Richard Valle  
Chairman, Board of Supervisors  
County of Kings

CONTRACTOR  
by   
Travis Satterlund, Ph.D., JD

ATTEST:  
Clerk to the Board of Supervisors  
by \_\_\_\_\_  
Catherine Venturella

APPROVED AS TO FORM:  
Colleen Carlson, County Counsel  
by \_\_\_\_\_  
Juliana F Gmur, Assistant

Exhibits/Attachments:  
**Exhibit A:** Scope of Work, Compensation & Billing



## **Exhibit A: Scope of Work**

Contractor shall work as an independent contractor to implement the evaluation for FY 2018-2019, FY 2019-2020, and FY 2020-2021 of the Tobacco Control Work Plan 2017-2021, incorporated herein by reference as though fully set forth, as submitted by the County to the California Department of Public Health. Contractor warrants that Contractor has read and is thoroughly familiar with the County's Tobacco Control Work Plan and shall comply with all applicable provisions therein. Contractor's duties include but are not limited to: External evaluation activities for all work plan objectives in designated jurisdictions, assistance with revisions of the work plan activities and evaluation, design and delivery of tobacco related surveys, developing survey results into reports, submission of progress reports in a timely manner at the designated progress report periods, and documenting progress in evaluation by entering completion of activities into the Online Tobacco Information System (OTIS) at the designated progress reporting periods, evidencing the County's compliance with the Tobacco Control Work Plan. In FY 20-21, Contractor is also responsible for developing the evaluation plan for the next funding cycle, including all revisions required by the California Department of Public Health Tobacco Control Program.

### **Compensation and Billing**

Contractor shall be reimbursed for services performed at a rate of \$95 per hour. Payment for all services provided under this Agreement is limited to the maximum amount of \$20,000 per Fiscal Year (\$60,000 total). The County shall not be liable to the Contractor for any amount in excess of the maximum amount.

Contractor shall bill County on a semi-annual basis, within 30 days of the end of the period. All invoices shall clearly indicate what work was performed and how many hours were spent to the nearest tenth of an hour. Invoices shall be processed and paid under normal County procedures.

Contractor shall be reimbursed for services performed on schedule with the 6-month Progress Report periods stipulated in the 2017-2021 Tobacco Control work plan if all deliverables required by the 2017-2021 work plan and as delineated in the Scope of Work above are met.



# 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 19, 2018

**SUBMITTED BY:** Human Resources – Leslie McCormick Wilson/Carolyn Leist  
Child Support – Barbi Brokhoff/Kim Eggert

**SUBJECT:** NEW JOB SPECIFICATION AND ALLOCATION FOR COMPLIANCE AND STANDARDS OFFICER

### **SUMMARY:**

#### **Overview:**

The Compliance and Standards Officer is a new classification in the Department of Child Support Services to conduct compliance and performance review of activities in the assigned department. The Administrative Office and Human Resources support the recommendations discussed below.

#### **Recommendation:**

1. Approve a new job specification for the Compliance and Standards Officer and set the salary at Range 197.5 (\$4,288 - \$5,233); and
2. Allocate 1.0 Full-Time Equivalency Compliance and Standards Officer in the Child Support Services Department's Budget 326000.

#### **Fiscal Impact:**

The cost for the Compliance and Standards Officer position in the Child Support Services Department is included in the Child Support Services proposed and recommended Fiscal Year 2018/2019 budget unit 326000. The Department of Child Support Services is fully funded by the State and Federal Governments. As a result, there will be no impact to the County General Fund.

### **BACKGROUND:**

As part of the Child Support Services Department's Fiscal Year (FY) 2018/2019 budget request, the Department included a new position to conduct their compliance and performance review activities. Costs for the allocation of 1.0 Full-Time Equivalency (FTE) are included in the FY 2018/2019 proposed and recommended budget.

(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**

### **NEW JOB SPECIFICATION AND ALLOCATION FOR COMPLIANCE AND STANDARDS OFFICER**

**June 19, 2018**

**Page 2 of 2**

The Compliance and Standards Officer will be a new Management Group II classification in the Child Support Services Department. This position will ensure accuracy, consistency and compliance with laws, rules, regulations and procedures, and continuous quality improvement. In addition, the incumbent would develop educational and public information materials and implement new outreach programs or improve existing ones.

The Department will conduct a County only recruitment to fill the allocated position. The proposed job specification for Compliance and Standards Officer is attached.

## **COMPLIANCE AND STANDARDS OFFICER**

### **DEFINITION**

Under direction, to conduct compliance and performance reviews of activities within an assigned department in Kings County; to develop and implement performance improvement plans; to conduct community relations and public information activities throughout the County about programs, services, and other information regarding the assigned department; and to perform related duties as required.

### **DISTINGUISHING CHARACTERISTICS**

This classification is utilized in Kings County departments reporting to the Director or Assistant Director. Compliance and Standards Officers are responsible for ensuring that Department activities are performed in compliance with all applicable statutes and regulations. Incumbents serve as a liaison between the Department and the community to educate the public regarding services provided by the assigned department.

### **EXAMPLES OF DUTIES**

*Duties include but are not limited to those described below. Reasonable accommodation will be made when requested and determined by the County to be appropriate under applicable law.*

Performs a variety of formal review activities to determine compliance with Federal and State laws, regulations and program requirements, including conducts random sampling and provides feedback of casework to ensure compliance is being met; analyzes and evaluates information to identify existing or potential problems; develops and implements compliance and performance improvement plans; makes appropriate recommendations for problem resolution at both the local and State levels; researches new or revised Federal, State and Department rules, regulations and standards and procedures, and identifies training needs necessary to ensure compliance; prepares reports and makes presentations regarding findings and proposed solutions; integrates changes made by the State to compliance review guides and procedures into the County review procedures; acts as liaison between the Department and other County and State agencies with regard to required compliance review activities and the development of performance improvement plans; represents the Department at community organizations, other agencies, departments, and meetings and conferences at the local or State level; formulates and modifies local procedures, policies and operational guidelines to ensure appropriate compliance; develops educational and public information materials and implements new outreach programs or improves existing ones; assists and coordinates with local media to develop public education programs; prepares and makes a variety of presentations, including department related educational presentations and training to staff on matters concerning reviews/audits and performance improvement plans; coordinates with community-based cultural groups and assists them in planning information and education programs; conducts pre-release informational sessions at prisons and local jails for inmates who are scheduled to be released; collaborates with supervisors in coordinating the activities with their respective staff; maintains statistical information and prepares reports and correspondence; confers with legal staff on matters as necessary; researches, reviews and maintains files of current Department literature, statistical data, and legislative activities; may assist in day-to-day management duties of the Department; may be assigned special administrative projects, reports or duties.

## **MINIMUM QUALIFICATIONS**

*Any combination of education and relevant experience that would likely provide the required knowledge, skills and abilities is qualifying. A typical way to obtain the required knowledge, skills and abilities would be:*

**Education:** Equivalent to two years (60 semester units) of college with major coursework in business, accounting, public administration or a related field. (Additional qualifying experience may be substituted for the required education on a year-for-year basis.)

**Experience:** Two (2) years of technical experience interpreting and applying Federal and/or State rules and regulations on department specific matters at a technical level or higher (level II or higher). (NOTE: Preference may be given to applicants with qualifying experience gained in the Kings County Department where the vacancy exists.)

**License:** Possession of a valid, appropriate California driver's license issued by the Department of Motor vehicles at the time of appointment.

**Special Requirements:** (1) Ability to pass a comprehensive background investigation and obtain a security clearance, including a fingerprint check. (2) Ability to travel within and outside the County; (3) work extended or irregular hours as necessary.

**Knowledge of:** Federal, State and local laws, regulations, and ethical standards governing the assigned Department; principles and practices of public administration, laws, policies and regulations affecting department specific programs; automated systems; federal competitive procurement regulations; accounting practices and procedures associated with enforcement programs; effective use of a computer and computer software programs to organize and analyze information, prepare statistical; effective interviewing techniques; principles and techniques of effective oral and written communication.

**Ability to:** Gather, analyze, and evaluate data and effectively implement plans and policies; demonstrate sound effective independent judgment; reason logically; communicate effectively both orally, in writing, and on the phone with groups or individuals; understand, interpret and apply laws, statutes, rules, regulations, policies and procedures; establish and maintain positive working relationships; function effectively in adversarial situations; initiate, plan and complete assignments with minimal supervision; maintains confidential information in accordance with Federal, State and local laws, rules, regulations and procedures; complete multiple priority projects with conflicting deadlines under stressful conditions; follow workplace safety policies and procedures; properly use personal protective equipment as directed and trained.

**Works primarily in an office environment which requires:** working with a computer and computer equipment for prolonged periods; travel to and present information at meetings and/or conferences, including but not limited to the Tri-County area; ability to carry items weighing up to 15 pounds such as files, training and presentation materials, or boxes of paper and materials for distances required to accomplish the tasks at hand; hear and communicate orally, in person and on the phone and in meetings; regularly working with files and with general office equipment; speak to groups of people or one-on-one to

provide training and instruction on program and basic applications systems; vision and hand/eye coordination for use of computer/office equipment and to drive; safely operate a motor vehicle.

Overtime Status: Exempt Medical Group: C Probationary Period: One (1) year
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Department Head Signature

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Date

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Human Resources Director Approval

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Date

## COMPLIANCE AND STANDARDS OFFICER

### DEFINITION

Under direction, to conduct compliance and performance reviews of activities within an assigned department in Kings County; to develop and implement performance improvement plans; to conduct community relations and public information activities throughout the County about programs, services, and other information regarding the assigned department; and to perform related duties as required.

### DISTINGUISHING CHARACTERISTICS

This classification is utilized in ~~the Department of Child Support Services~~, Kings County departments reporting to the Director or Assistant Director. Incumbents Compliance and Standards Officers are responsible for ensuring that ~~Child Support Department~~ activities are performed in compliance with all applicable statutes and regulations. Incumbents serve as a liaison between the Department and the community to educate the public regarding services provided by the assigned department.

### EXAMPLES OF DUTIES

*Duties include but are not limited to those described below. Reasonable accommodation will be made when requested and determined by the County to be appropriate under applicable law.*

Performs a variety of formal review activities to determine compliance with Federal and State laws, regulations and program requirements, including conducts random sampling and provides feedback of casework to ensure compliance is being met; analyzes and evaluates information to identify existing or potential problems; develops and implements compliance and performance improvement plans; makes appropriate recommendations for problem resolution at both the local and State levels; researches new or revised Federal, State and Department rules, regulations and standards and procedures, and identifies training needs necessary to ensure compliance; prepares reports and makes presentations regarding findings and proposed solutions; integrates changes made by the State to compliance review guides and procedures into the County review procedures; acts as liaison between ~~Child Support Services~~ the Department and other County and State agencies with regard to required compliance review activities and the development of performance improvement plans; represents the Department at community organizations, other agencies, departments, and meetings and conferences at the local or State level; formulates and modifies local procedures, policies and operational guidelines to ensure appropriate compliance; develops educational and public information materials and implements new outreach programs or improves existing ones; assists and coordinates with local media to develop public education programs; prepares and makes a variety of presentations, including department related educational presentations and/or provides training to staff on matters concerning reviews/audits and performance improvement plans; coordinates with community-based cultural groups and assists them in planning information and education programs; conducts pre-release informational sessions at prisons and local jails for inmates who are scheduled to be released; collaborates with supervisors in coordinating the activities with their respective staff; maintains statistical information and prepares reports and correspondence; confers with legal staff on matters as necessary; researches, reviews and maintains files of current Department literature, statistical

~~data, and legislative activities; may assist in day-to-day management duties of the Department; may be assigned special administrative projects, reports or duties; may be authorized to act in the absence of the Director and Assistant Director. (Essential duties may vary from position to position within classifications. Reasonable accommodation will be made when requested and determined by the County to be appropriate under applicable law.)~~

## MINIMUM QUALIFICATIONS

*Any combination of education and relevant experience that would likely provide the required knowledge, skills and abilities is qualifying. A typical way to obtain the required knowledge, skills and abilities would be:*

Education: Equivalent to two years (60 semester units) of college with major coursework in business, accounting, public administration or a related field. (Additional qualifying experience may be substituted for the required education on a year-for-year basis.)

Experience: ~~One~~ **Two (2) years** of technical ~~level or higher~~ experience ~~in a child support enforcement program~~ **interpreting and applying Federal and/or State rules and regulations on department specific matters at a technical level or higher (level II or higher).** (NOTE: Preference may be given to applicants with qualifying experience gained in the Kings County Department where the vacancy exists.)

License: Possession of a valid, appropriate California driver's license issued by the Department of Motor vehicles at the time of appointment.

Special Requirements: (1) Ability to pass a comprehensive background investigation and obtain a security clearance, **including a fingerprint check.** (2) Ability to travel **within and** outside the County; (3) **work extended or irregular hours as necessary.**

Knowledge of: **Federal, State and local laws, regulations, and ethical standards governing the assigned Department; principles and practices of public administration, laws, policies and regulations affecting ~~child support enforcement~~ department specific programs; automated ~~child support enforcement~~ systems; federal competitive procurement regulations; accounting practices and procedures associated with ~~child support~~ enforcement programs; effective use of a computer and computer software programs to organize and analyze information, prepare statistical ~~methods and procedures~~; effective interviewing techniques; principles and techniques of effective oral and written communication.**

Ability to: Gather, analyze, and evaluate data and effectively implement plans and policies; demonstrate sound effective independent judgment; reason logically; communicate effectively both orally, ~~and in writing~~, **and on the phone** with groups or individuals; understand, interpret and apply laws, statutes, rules, regulations, policies and procedures; establish and maintain positive working relationships; function effectively in adversarial situations; initiate, plan and complete assignments with minimal supervision; **maintains confidential information in accordance with Federal, State and local laws, rules, regulations and procedures; complete multiple priority projects with conflicting deadlines under stressful conditions;** follow workplace safety policies and procedures; properly use personal protective equipment as directed and trained. ~~Work in an office environment~~



~~including sitting at a desk working with computer equipment, on the phone and in meetings for prolonged periods; regularly working with files and with general office equipment.~~

Works primarily in an office environment which requires: working with a computer and computer equipment for prolonged periods; travel to and present information at meetings and/or conferences, including but not limited to the Tri-County area; ability to carry items weighing up to 15 pounds such as files, training and presentation materials, or boxes of paper and materials for distances required to accomplish the tasks at hand; hear and communicate orally, in person and on the phone and in meetings; regularly working with files and with general office equipment; speak to groups of people or one-on-one to provide training and instruction on program and basic applications systems; vision and hand/eye coordination for use of computer/office equipment and to drive; safely operate a motor vehicle.

Overtime Status: Exempt

Medical Group: C

Probationary Period: One (1) year ~~except;~~

~~— Six (6) months if promoted from within Kings County Child Support Department.~~



# 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 19, 2018

**SUBMITTED BY:** Human Resources – Leslie McCormick Wilson/Henie Ring  
Fire – Clay Smith/Brandon Jones

**SUBJECT:** NEW JOB SPECIFICATION AND ALLOCATION FOR HEAVY FIRE  
EQUIPMENT OPERATOR

**SUMMARY:**

**Overview:**

The Heavy Fire Equipment Operator would be a new classification in the Fire Department to operate heavy equipment such as bulldozers in fire control work on local, state and federal incidents. The Administrative Office and Human Resources support the recommendation discussed below.

**Recommendation:**

- 1) Approve a new job specification for the Heavy Fire Equipment Operator and set the salary at Range 201.0(\$4,441- \$5,418);and
- 2) Allocate 2.0 Full-Time Equivalency Heavy Fire Equipment Operator in the Fire Department's Budget 241000.

**Fiscal Impact:**

No impact from this action. The fiscal impact is included in the recommended fiscal year 2018/2019 budget for Fire 241000.

**BACKGROUND:**

There is a need for heavy equipment and operators. In an effort to fill that need, the Fire Department recently purchased a bulldozer with the intention of using it for firefighting on local, state and federal incidents. The Heavy Fire Equipment Operator (HFEO) will operate heavy equipment such as the bulldozer under hazardous conditions in back country areas and during wildland fires. The position will also perform repair and maintenance on fire vehicles and heavy equipment, operate any piece of fire/emergency equipment utilized by  
(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**

### **NEW JOB SPECIFICATION AND ALLOCATION FOR HEAVY FIRE EQUIPMENT OPERATOR**

**June 19, 2018**

**Page 2 of 2**

the department, and engage in medical aid, fire fighting and fire prevention activities.

During the off season, Heavy Fire Equipment Operators may be designated relief and assigned to work at different locations, relieving other Firefighters and/or Fire Apparatus Engineers on shifts, during vacation, training and other absences and will assist in station maintenance and small engine repair.

The Department will conduct an open recruitment to fill the two allocated positions. The HFEO will be part of the Firefighters' Association and the Union has reviewed the job specification. The proposed job specification for Heavy Fire Equipment Operator is attached.

## HEAVY FIRE EQUIPMENT OPERATOR

### DEFINITION

Under general supervision, operates heavy equipment in fire control work; performs repair and maintenance on fire vehicles and heavy equipment; to safely operate any piece of fire/emergency equipment utilized by the department; to engage in medical aid, fire fighting and fire prevention activities; and to perform related duties as required.

### DISTINGUISHING CHARACTERISTICS

Heavy Fire Equipment Operator is the fully-trained heavy equipment operator. This class is distinguished from the Firefighter classification series by operating heavy equipment in back county areas and regularly operating equipment under hazardous conditions during wildland fires. Assigned duties are performed with a high degree of independence and high personal risk in the skillful operation of expensive heavy equipment, often under emergency conditions. Incumbents are expected to complete a Heavy Fire Equipment Operator Training program within three years of employment or be subject to termination. Heavy Fire Equipment Operators may be designated relief and assigned to work at different locations, relieving other Firefighters and/or Fire Apparatus Engineers on shifts, during vacation, training and other absences.

### EXAMPLES OF DUTIES

*Duties include but are not limited to those described below. Reasonable accommodation will be made when requested and determined by the County to be appropriate under applicable law.*

Operates heavy equipment such as large bulldozers, heavy-duty transports, trucks and other types of fire apparatus equipment used in fire control and suppression work; operates heavy equipment maintaining fire roads, breaks, trails and in forest fire areas over steep terrain in establishing fire control lines or in fire hazard reduction and conservation project work; assists in loading and unloading heavy construction equipment; tows and transports bulldozers and other fire equipment and supplies; surveys terrain, weather, and soil conditions to determine safe operation of heavy equipment to be used based on suppression and prevention requirements; services and assists in making mechanical repairs to equipment, including tune-ups, brake repair and adjustment, disassembly and assembly overhaul, welding and limited body repair, lubrication; maintains other equipment, such as chainsaws and portable generators; assists in maintaining and caring for fire apparatus, equipment, fire station and grounds; advises department of projected costs for equipment replacement and repair; ensures preventive maintenance plan for equipment is completed as scheduled; assists station personnel in repairs of all equipment assigned to the battalion; conducts training for department personnel in working around heavy equipment in a safe manner; maintains records and written reports of work performed; prepares financial and personnel documents as necessary; attends and participates on special committees (i.e., safety committee, etc.); participates in continuing training and instruction program by individual study of technical material and attendance at scheduled drills and classes. May be assigned to respond to fire, medical, and other emergency alarms by driving assigned automotive equipment to appropriate location; operates equipment and otherwise assists in the suppression of fires, medical emergencies, and in the protection of life and property; operates all fire department equipment and administers medical aid; assists in making residential and commercial inspections to discover and eliminate potential fire hazards and to educate the public in fire prevention; cleans up and performs salvage operations after fires; assists in conducting training programs for paid and volunteer fire personnel; issues fire permits; research and order department supplies; performs related duties as assigned.

## MINIMUM QUALIFICATIONS

*Any combination of education and experience that would likely provide the required knowledge, skills and abilities is qualifying. A typical way to obtain the required knowledge, skills and abilities would be:*

Education: Equivalent to completion of the twelfth grade.

Experience: Two (2) years of journey level experience in operating heavy motorized equipment including bulldozer and heavy transport trucks in a variety of locations and weather conditions, including rugged terrain. (Substitution: Two (2) years of full-time firefighting experience may be substituted for one (1) year of experience operating heavy equipment).

Certificates:

- 1) Possession of a valid Emergency Medical Technician-1 (EMT-1) Certificate or ability to obtain certification within the first year of hire date.
- 2) Possession of a valid CPR certificate issued by the American Red Cross, American Heart Association, or equivalent recognized certifying agency or ability to obtain certification within the first year of hire date.
- 3) Completion of CAL FIRE Heavy Fire Equipment Operator Training Program or equivalent heavy equipment operator program within three (3) years of hire date in order to remain in the position. (Note: Incumbents unable to complete the Heavy Fire Equipment Operator Training Program or equivalent within three (3) years of hire date will be separated from employment).

License: Possession of a valid Class A California driver's license issued by the State Department of Motor Vehicles. Note: Upon appointment, incumbents will be required to earn and maintain the California driver's license with appropriate firefighter endorsements required for operating fire apparatus utilized by the County.

Special Requirements:

- 1) Possession of valid California State Fire Marshal (CSFM) Fire Fighter I Certification or equivalent. (Completion of an accepted CSFM approved Basic Fire Fighting Academy or evidence that applicant's CSFM Fire Fighter I Certification application has been completed and signed off by applicant's Fire Chief is considered equivalent to the CSFM Fire Fighter I Certification for purposes of this position.) Certification must be obtained within two (2) years of hire date.
- 2) Effective June 18, 2007, incumbents must not smoke or chew tobacco, or otherwise use tobacco products, on or off duty. (Persons already working in a Fire safety classification in the Kings County Fire Department prior to the effective date are not subject to the off duty tobacco prohibition.)
- 3) Must maintain a level of physical condition sufficient to perform assigned tasks satisfactorily.
- 4) Ability to work and travel within and outside the County.
- 5) Ability to work shift work; overtime as needed and required.

Heavy Fire Equipment Operator  
M17

**Knowledge of:** Operation and use of heavy motorized construction and maintenance equipment; methods, materials, tools and equipment used in servicing, maintenance, and repair of equipment and trucks, provisions of the California Vehicle Code as applies to operation of heavy motorized equipment; safety practices and standards in use of gasoline and diesel powered heavy equipment; road grading methods, material and tools; modern firefighting techniques including fire behavior, weather conditions, safety hazards and precautions; modern fire prevention and suppression methods in open and mountainous areas; local geography, roads, and water supply systems; reading maps and operating Global Positioning System (GPS); variety of terrains, including wildland, and mountainous areas; fire fighting techniques and principles of hydraulics applied to fire suppression; operation, maintenance and mechanics of fire fighting equipment; emergency medical practices and techniques; departmental rules and regulations.

**Ability to:** Operate bulldozers and other heavy equipment and emergency equipment skillfully and safely; operate heavy equipment to clear terrain for safe passage of equipment and personnel; operate equipment on steep, narrow mountain roads and under hazardous conditions; operate and make emergency repairs to heavy equipment in mountainous areas under hazardous fire conditions; learn technical fire fighting techniques and principles of hydraulics applied to fire suppression; skillfully utilize fire suppression and prevention methods and techniques; assist in training others; analyze situations accurately and adopt an effective course of action; think and act quickly and appropriately in emergencies; understand and carry out oral and written instructions; deal courteously and effectively with the general public; establish and maintain cooperative relationships with fellow employees and the public; communicate effectively both verbally and in written form; maintain records, writing reports and follow directions; read and interpret complex technical documents such as maps, diagrams, and textbooks; operates Global Positioning System (GPS); keep accurate records; lift and carry of heavy equipment and people; endure periods of extreme heat and physical exertion and stress, enter burning areas and other hazardous and life-threatening situations; possible exposure to hazardous material; follow workplace safety policies and procedures; properly use personal protective equipment as directed and trained; performing station maintenance and small engine repair.

**Physical/Work Environment:** Duties are performed primarily outdoors in all types of adverse weather, and in wildland and mountainous terrain. Incumbents must be able to work under emergency and difficult conditions such as fire and floods. Must be able to load and unload heavy equipment during emergency situations and adverse terrain. Incumbents are often exposed to emergency and/or hazardous circumstances for prolonged periods of time. Incumbents must wear mandatory protective and safety equipment and must maintain physical fitness and endurance. Incumbents must be able to communicate in person, over the phone, and by radio.

Medical Class:	A
Overtime Status:	Non-exempt
Probationary	One (1) year.
Period:	

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Department Head Signature

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Date

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Human Resources Director Approval

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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 19, 2018

**SUBMITTED BY:** Job Training Office – Lance Lippincott

**SUBJECT:** AGREEMENT FOR REIMBURSEMENT FOR TRAINING/SEMINARS WITH  
MERCED COUNTY

**SUMMARY:**

**Overview:**

Kings County is part of the ten county regional planning areas for purposes of implementing the federal Workforce Innovation and Opportunity Act (WIOA). From time to time, WIOA funding is distributed by the state through these regional planning areas to the local areas. In this case, funding for training/travel needed by Local Workforce Development Areas to implement WIOA has been distributed to Merced County, which is the fiscal agent for the San Joaquin Valley Regional Planning Unit. This agreement will provide reimbursement to Kings County for the training in an amount up to \$10,000.

**Recommendation:**

**Authorize the Chairman to sign the Agreement for Reimbursement for Training/Seminars with Merced County.**

**Fiscal Impact:**

The maximum amount of training reimbursement through this Agreement is \$10,000. This amount reflects in the proposed Fiscal Year 2018/2019 budget under budget unit 570918, account 82229010. Receipt of these funds does not require a County match.

**BACKGROUND:**

This Agreement represents Kings County's portion of a regional grant to assist in the implementation of the Workforce Innovation and Opportunity Act through staff and advisory board training. This Agreement provides reimbursement for approved training. The term of the Agreement is June 19, 2018, through March 31, 2019. As fiscal agent for the region, the County of Merced has agreed to receive and distribute grant funds from the State of California on behalf of the ten county planning areas which contains Kings County. 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 \_\_\_\_\_



**AGREEMENT FOR REIMBURSEMENT FOR TRAINING/SEMINARS  
MERCED COUNTY  
CONTRACT NO. \_\_\_\_\_**

This AGREEMENT is made and entered into by and between the County of Merced, a political subdivision of the State of California, (hereinafter referred to as “County”) and the Kings County Job Training Office (hereinafter referred to as “WDB Partner”).

**1. PURPOSE & SCOPE**

The purpose of this AGREEMENT is to reimburse Central Valley Regional WDB partners for training cost in a partnership to develop and implement regional implementation and decision making.

In particular, this AGREEMENT is intended to assist WDB Partner with the cost of training their staff and Workforce Development board members in WIOA regulations, WIOA programs, and other authorized trainings or seminars to assist with local and regional implementation.

The following exhibits are specifically incorporated by reference, attached hereto, and made a part hereof, except when in conflict with this Agreement or modified herein:

Exhibit A-Scope of Work

**2. FUNDING**

The funding for this AGREEMENT is from the following grant.

- 1087 –Regional Training Coordinator Grant

**3. TERM**

The term of this AGREEMENT shall commence on June 22, 2018, and end on March 31, 2019, as prescribed in "Exhibit A", attached hereto and made a part hereof. Such term may be extended only by mutual AGREEMENT in writing between the parties.

**4. COMPENSATION**

County agrees to pay WDB Partner a Total Contract Price of Ten Thousand and No/100 Cents (\$10,000.00) for all of the WDB Partners services to be provided herein, as are more specifically set forth in Exhibit “A” attached hereto. The Total Contract Price shall

include all of County's compensation to the WDB Partner, including reimbursement for all expenses incurred by the WDB Partner in the performance of this Agreement. No other fees or expenses of any kind shall be paid to WDB Partner in addition to the Total Contract Price. In no event shall the total services to be provided hereunder exceed the Total Contract Price. This fee may be subject to withholding for State of California income tax.

Any and/or all payments made under this Agreement shall be paid by check, payable to the order of the WDB Partner and be mailed or delivered to WDB Partner at:

Name: Kings County Job Training Office  
Address: 124 North Irwin Street  
City/State/Zip: Hanford, CA 93230

WDB Partner may request that County mail the check to WDB Partner, to such other address as the WDB Partner may from time to time designate to County. Such request must be made in writing in accordance with the procedures as outlined under Section "NOTICES".

## 5. PRICING CONDITIONS

County agrees to pay WDB Partner for all services required herein as prescribed, fixed at the submitted pricing, which shall include reimbursement for all expenses incurred. No other expenses shall be paid to WDB Partner without formal approval of the County's Board of Supervisors or its authorized agent. In no event shall the total services to be performed hereunder exceed \$10,000.00.

County shall not be responsible for any charges or expenses incurred by WDB Partner, his/her agents, employees or independent contractors, other than those listed herein, in connection with the performance of services hereunder unless authorized in advance in writing by County.

## 6. TERMS OF PAYMENT

Payment shall be only for full, complete satisfactory performance of the services required to be provided herein and as set forth in Exhibit "A" attached hereto. Payment shall be made in the following manner:

Upon completion of the required services as set forth in Exhibit "A" attached hereto, WDB Partner shall submit an invoice **within 30 calendar days of each invoice period**, detailing the services it has provided and the amount owed under this AGREEMENT. In addition to the invoice submitted by the WDB Partner for payment, WDB Partner must complete and submit to the County, Form W-9, "A Request for Taxpayer Identification

Number and Certification”, located at ( [www.irs.gov/pub/irs-pdf/fw9.pdf](http://www.irs.gov/pub/irs-pdf/fw9.pdf) ) . Both the invoice and W-9 form shall be forwarded to the County at the County address shown under Section “NOTICES” of this Agreement, **not later than thirty (30) calendar days after completion and acceptance by the County of all tasks identified on the invoice.** Upon approval by County, the fee due hereunder shall be paid to WDB Partner within thirty (30) days following receipt of a proper invoice.

In no event shall County be liable for the payment of any invoice not submitted within thirty (30) calendar days following termination of the AGREEMENT.

## **7. INDEPENDENT CONTRACTOR**

WDB Partner shall be and remain an independent contractor. Any person employed by WDB Partner to perform services hereunder shall be deemed to be WDB Partner’s employee, agent or subcontractor and shall not be entitled to workers’ compensation or any benefits afforded by County to its employees. WDB Partner shall indemnify, defend, and hold County harmless against any and all claims for workers’ compensation or any benefits paid to persons performing services hereunder.

County shall not be responsible for deducting from fees paid under this AGREEMENT any taxes, unemployment, social security or other expenses. WDB Partner, WDB Partner’s employees, agents and independent contractors shall have no authority nor shall they represent themselves as having any authority to bind County in any manner whatsoever.

## **8. ALTERATION, AMENDMENT**

No alteration of the terms of this AGREEMENT shall be valid or binding upon either party unless made in writing and signed by both parties. This AGREEMENT may be amended at any time by mutual AGREEMENT of the parties, expressed in writing and signed by both parties.

## **9. INDEMNIFICATION**

Each party shall defend, indemnify and hold the other party, its officers, employees and agents harmless from and against any and all liability, loss, expense including reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this AGREEMENT but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, or

employees. Further, WDB Partner will indemnify County should any of the funds it used violate the grant under which the reimbursement is made.

**10. CONFIDENTIALITY**

Any information (written, oral, or observed) received by the WDB Partner during the course of the AGREEMENT providing services to County will be deemed to be confidential. This information may only be used in the provision of services under this AGREEMENT and may not be revealed to any third parties during this AGREEMENT or after its expiration without the prior written consent of County.

**11. LIMITED EFFECT OF WAIVER OR PAYMENT**

In no event shall the making, by County, of any payment to WDB Partner constitute, or be construed as, a waiver by County of any breach of covenant, or any default which may then exist, on the part of the WDB Partner. The making of any such payment by County while any such breach or default shall exist, shall not be construed as acceptance of substandard or careless work or as relieving WDB Partner from its full responsibility under this AGREEMENT.

No waiver by either party of any default, breach or condition precedent shall be valid unless made in writing and signed by the parties hereto. No oral waiver of any default, breach or condition precedent shall be binding on any of the parties hereto. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder.

**12. APPLICABLE LAW; VENUE**

All parties agree that this AGREEMENT and all documents issued or executed pursuant to this AGREEMENT as well as the rights and obligations of the parties hereunder are subject to and governed by the laws of the State of California in all respects as to interpretation, construction, operation, effect and performance. No interpretation of any provision of this AGREEMENT shall be binding upon County unless agreed in writing by County and Counsel for County.

Notwithstanding any other provision of this AGREEMENT, any dispute concerning any question of fact or law arising under this AGREEMENT or any litigation or arbitration arising out of this AGREEMENT, shall be tried in Merced County, unless the parties agree otherwise or are otherwise required by law.

**13. NONDISCRIMINATION IN EMPLOYMENT, SERVICES, BENEFITS AND FACILITIES**

WDB Partner and any subcontractors shall comply with all applicable federal, state and local Anti-discrimination laws, regulations, and ordinances and shall not unlawfully discriminate, harass, or allow harassment against any employee, applicant for employment, employee or agent of County, or recipient of services contemplated to be provided or provided under this AGREEMENT, because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age (over 40), medical condition (including HIV and AIDS), or physical or mental disability. WDB Partner shall ensure that the evaluation and treatment of its employees and applicants for employment, the treatment of County employees and agents, and recipients of services are free from such discrimination and harassment.

WDB Partner represents that it is in compliance with and agrees that it will continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.), the Fair Employment and Housing Act (Government Code §§ 12900 et seq.), and regulations and guidelines issued pursuant thereto.

WDB Partner agrees to compile data, maintain records and submit reports to permit effective enforcement of all applicable anti-discrimination laws and this provision.

WDB Partner shall include this nondiscrimination provision in all subcontracts related to this AGREEMENT.

**14. NOTICES**

All notices, requests, demands or other communications under this AGREEMENT shall be in writing. Notice shall be sufficiently given for all purposes as follows:

- (a) Personal Delivery. When personally delivered to the recipient, notice is effective upon delivery.
- (b) First Class Mail. When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three mail delivery days after deposit in a United States Postal Service office or mailbox.
- (c) Certified Mail. When mailed by certified mail, return receipt requested. Notice is effective upon receipt, if delivery is confirmed by a return receipt.

- (d) Overnight Delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.
- (e) Facsimile Transmission. When sent by fax to the last fax number of the recipient known to the party giving notice, notice is effective upon receipt, provided that: a) a duplicate copy of the notice is promptly given by first class mail or certified mail or by overnight delivery, or b) the receiving party delivers a written confirmation of receipt. Any notice given by fax shall be deemed received on the next business day if received after 5:00 P.M. (recipient's time) or on a non-business day.

Any correctly addressed notice that is refused, unclaimed or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messengers or overnight delivery service.

Information for this notice to the parties to this AGREEMENT at the time of endorsement of this AGREEMENT is as follows:

County of Merced c/o

David Mirrione

1205 W 18<sup>th</sup> St

Merced, CA 95340

(209) 725-3592 FAX

Partner WDB

Lance Lippincott

124 North Irwin Street

Hanford, CA 93230

(559) 5857395

Any party may change its address or fax number by giving the other party notice of the change in any manner permitted by this AGREEMENT.

## **15. ENTIRE AGREEMENT**

This AGREEMENT constitutes the entire AGREEMENT between the parties, and any amendment to this AGREEMENT must be in writing and signed by both parties.

**16. OWNERSHIP OF DOCUMENTS**

WDB Partner shall maintain full and accurate records with respect to all matters covered under this AGREEMENT. To the extent permitted by law, County shall have free access at all proper times or until the expiration of four (4) years after the furnishing of services to such records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all data, documents, proceedings, and activities pertaining to this AGREEMENT.

**17. PERSONAL SATISFACTION AS A CONDITION PRECEDENT**

The obligations of County as provided in this AGREEMENT are expressly conditioned upon WDB Partner's compliance with the provisions of this AGREEMENT to the personal satisfaction of the County. County shall determine compliance in good faith as a reasonable person would under the circumstances.

**18. COUNTY NOT OBLIGATED TO THIRD PARTIES**

County shall not be obligated or liable hereunder to any party other than the WDB Partner.

**19. LAWS, LICENCES, PERMITS AND REGULATIONS**

WDB Partner and County agree to comply with all State laws, and regulations that pertain to construction, health and safety, labor, minimum wage, fair employment practice, equal opportunity, and all other matters applicable to WDB Partner and County, their sub-grantees, WDB Partners, or sub-Contractor, and their work.

WDB Partner shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, County of Merced and all other appropriate governmental agencies, including any certification and credentials required by County. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this AGREEMENT and constitutes grounds for the termination of this AGREEMENT by County.

**20. BREACH OF CONTRACT**

Upon breach of this AGREEMENT by WDB Partner, County shall have all remedies available to it both in equity and/or at law.

**21. REMEDY FOR BREACH AND RIGHT TO CURE**

Notwithstanding anything else in this AGREEMENT to the contrary, if WDB Partner fails to perform any obligation of this AGREEMENT, the County may itself perform, or cause the performance of, such AGREEMENT or obligation. In that event, WDB Partner will, on demand, fully reimburse County for all such expenditures. Alternatively, County, at its option, may deduct from any funds owed to WDB Partner the AGREEMENT necessary to cover any expenditures under this provision. This is in addition to any other remedies available to the County by law or as otherwise stated in this AGREEMENT.

**22. SUCCESSORS IN INTEREST**

All the terms, covenant, and conditions of this AGREEMENT shall be binding and in full force and effect upon any successors in interest and assigns of the parties hereto. This paragraph shall not be deemed as a waiver of any of the conditions against assignment set forth herein.

**23. CONFLICT OF INTEREST**

WDB Partner covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this AGREEMENT. WDB Partner shall ensure that no conflict of interest exists between its officers, employees, or subcontractors, and the County. WDB Partner shall ensure that no County officer or employee in a position that enables them to influence this AGREEMENT will have any direct or indirect financial interest resulting from this AGREEMENT. WDB Partner shall ensure that no County employee shall have any relationship to the WDB Partner or officer or employee of the WDB Partner, nor that any such person will be employed by WDB Partner in the performance of this AGREEMENT without immediate divulgence of such fact to the County.

**24. CAPTIONS**



The captions of each paragraph in this AGREEMENT are inserted as a matter of convenience and reference only, and in no way define, limit, or describe the scope or intent of this AGREEMENT or in any way affect it.

**25. SEVERABILITY**

If a court of competent jurisdiction holds any provision of this AGREEMENT to be illegal, unenforceable or invalid, in whole or in part, for any reason, the validity and enforceability of the remaining provisions, or portion of them, will not be affected. Compensation due to WDB Partner from the County may, however, be adjusted in proportion to the benefit received despite the removal of the affected provision.

**26. DUPLICATION OF COUNTERPARTS**

This AGREEMENT may be executed in duplicate counterparts, each of which shall be deemed a duplicate original. The AGREEMENT shall be deemed executed when it has been signed by both parties.

**27. CONDITION SUBSEQUENT/NON-APPROPRIATION OF FUNDING**

The compensation paid to WDB Partner pursuant to this AGREEMENT is based on COUNTY'S continued appropriation of funding for the purpose of this AGREEMENT, as well as the receipt of local, county, state and/or federal funding for this purpose. The parties acknowledge that the nature of government finance is unpredictable, and that the rights and obligations set forth in this AGREEMENT are therefore contingent upon the receipt and/or appropriation of the necessary funds. In the event that funding is terminated, in whole or in part, for any reason, at any time, this AGREEMENT and all obligations of the COUNTY arising from this AGREEMENT shall be immediately discharged. COUNTY agrees to inform WDB Partner no later than ten (10) calendar days after the COUNTY determines, in its sole judgment, that funding will be terminated and the final date for which funding will be available. Under these circumstances, all billing or other claims for compensation or reimbursement by WDB Partner arising out of performance of this AGREEMENT must be submitted to COUNTY prior to the final date for which funding is available. In the alternative, COUNTY and WDB Partner may agree, in such circumstance, to a suspension or modification of either party's rights and obligations under this AGREEMENT. Such a modification, if the parties agree thereto, may permit a restoration of previous contract terms in the event funding is reinstated. Also in the alternative if funding is provided to

the COUNTY in the form of promises to pay at a later date, whether referred to as “government warrants”, “IOUs”, or by any other name, the COUNTY may, in its sole discretion, provide similar promises to pay to the WDB Partner, which the WDB Partner hereby agrees to accept as sufficient payment until cash funding becomes available.

## **28. TERMINATION FOR CONVENIENCE**

This Agreement, notwithstanding anything to the contrary herein above or hereinafter set forth, may be terminated by COUNTY at any time without cause or legal excuse by providing the other party with thirty (30) calendar days written notice of such termination.

Upon effective date of termination, COUNTY shall have no further liability to WDB Partner except for payment for actual services incurred during the performance hereunder. Such liability is limited to the time specified in said notice and for services not previously reimbursed by COUNTY. Such liability is further limited to the extent such costs are actual, necessary, reasonable, and verifiable costs and have been incurred by WDB Partner prior to, and in connection with, discontinuing the work hereunder.

## **29. TERMINATION FOR CAUSE**

The COUNTY may terminate this Agreement for and be relieved of any making any payments to WDB Partner, and all duties to WDB Partner should the WDB Partner fail to perform any material duty or obligation of the Agreement. Notice shall be given as otherwise provided herein. In the event of such termination the COUNTY may proceed with the work in any manner deemed proper by the COUNTY. All costs to the COUNTY shall be deducted from any sum otherwise due the WDB Partner and the balance, if any, shall be paid to the WDB Partner upon demand. Such remedy is in addition to such other remedies as may be available to the COUNTY provided by law.

///

Merced County

Kings County

By \_\_\_\_\_

By \_\_\_\_\_

Mark Cowart

Richard Valle

Director of Administrative Services  
(Title of Individual)

Chairman-Board of Supervisors  
(Title of Individual)

\_\_\_\_\_

\_\_\_\_\_

Dated

Dated

APPROVED AS TO LEGAL FORM:  
JAMES N. FINCHER  
MERCED COUNTY COUNSEL

APPROVED AS TO LEGAL FORM:  
COLLEEN CARLSON  
KINGS COUNTY COUNSEL

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

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

JAMES N. FINCHER

COLLEEN CARLSON

\_\_\_\_\_

\_\_\_\_\_

Dated

Dated

**EXHIBIT A**  
**SCOPE OF WORK**

WDB Partner will receive reimbursement for training related to Workforce Innovation Opportunity Act (WIOA).

**The WDB Partner will:**

1. Provide training opportunities for staff and WDB board members in WIOA regulations and planning to implement those regulations both regionally and locally. The training must be in alignment with the guidelines of Regional Plan Development & Training Coordination grant, Merced County Regional Implementation & Innovation Project grant, and CCWC Career Pathway Development grant.
2. Invoice the County within thirty (30) days of CWA invoicing the WDB partner for each training conducted (all invoices must be received within thirty (30) days to be honored.) The invoice must include a copy of the contract with provider of Training; sign in sheet for those attending the training; if requesting any travel reimbursement then backup for those costs must also be attached.

**The County will:**

Stipulate that any invoice received after the fourth (4th) working day of a month may not be processed for payment until the following month.

**Authorized Training and Procurement:**

Any training received or conducted by the WDB partner must have been either on the pre-approved California Workforce Association (CWA) website, or approved in advance by CWA. In order to utilize the services of any person or organization approved on the CWA website, the WDB Partner must either contract directly with CWA, who will then subcontract with the appropriate vendor, or follow their county procedure for procuring training vendors. No other procurement is authorized under this AGREEMENT and the supporting grants.

Please note, this agreement is also intended to cover the costs associated with attending CWA approved seminars.



# 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 19, 2018

**SUBMITTED BY:** Agriculture Department – Jimmy Hook

**SUBJECT:** STUDY SESSION – RELEASE OF THE 2017 AGRICULTURAL CROP REPORT FOR KINGS COUNTY

### **SUMMARY:**

**Overview:**

This is a presentation to your Board regarding the 2017 Annual Crop Report on the status of agriculture in the County prior to releasing it to the public.

**Recommendation:**

**Review of the 2017 Agricultural Crop Report.**

**Fiscal Impact:**

None.

### **BACKGROUND:**

By order of legislation, pursuant to Sections 2272 and 2279 of the California Food and Agricultural code, all County Agricultural Commissioners are charged with the duty of compiling reports of the condition, acreage, production, and value of the agricultural products in each county. Every year this department presents such a report to the Board of Supervisors before releasing it to the public.

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**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 19, 2018

**SUBMITTED BY:** Behavioral Health – Lisa Lewis/Ahmad Bahrami/Julie LeFils  
**SUBJECT:** STUDY SESSION FOR KINGS PARTNERSHIP FOR PREVENTION

**SUMMARY:**

**Overview:**

Kings Partnership for Prevention (KPPF) is a community based coalition seeking to engage Kings County in promoting healthier life choices based on prevention efforts. KPPF is required, as part of its agreement with the County, to provide an annual update for the Board of Supervisors outlining the coalitions goals, objectives, and accomplishments.

**Recommendation:**

**Review of the Kings Partnership for Prevention goals, objectives, and accomplishments.**

**Fiscal Impact:**

None.

**BACKGROUND:**

KPPF is a 501(c)3 community coalition dedicated to promoting and organizing community wide efforts focused on prevention and wellness in Kings County. KPPF receives funding from the Behavioral Health Department and the Public Health Department. It has implemented the Health Communities Institute database for Kings County and worked to diversify its funding and efforts.

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**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.