



Kings County Board of Supervisors

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

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Agenda August 20 & 21, 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) Juliana Gmur, Assistant 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.

Special Meeting

Monday, August 20, 2018

- I 9:00 AM** **CALL TO ORDER**
ROLL CALL – Clerk of the Board
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 9:00 AM** **FINAL BUDGET HEARINGS:**
1. Overview of Proposed Budget and Final Budget Changes
2. Department Budget Reviews.
- IV 10:00 AM** **PUBLIC HEARING**
Administration – Rebecca Campbell/Domingo Cruz/Kyria Martinez
Consider:
1. Conducting a public hearing to receive testimony on the Development Impact Fees including construction schedule of public facilities related to the collection of Development Impact Fees, the proposed adjustments to the Development Impact Fees; and
2. Adopting a Resolution which includes a construction schedule (Exhibit A) for public facilities as detailed within Ordinance No. 633 establishing Development Impact Fees in Kings County; and
3. Selecting one of the following options in regards to adjusting the development impact fees:
a. Adjusting the development impact fee amounts based on the percentage change in the Engineering News Record Construction Cost Index, (a 3.39 % increase) having the new fees become effective October 22, 2018; or
b. Adjusting the development impact fee amounts based on a percentage determined by your Board; or
c. Adopting no fee increase-impact fees will remain at March 2018 levels.

V 2:00 PM PUBLIC HEARING

Administration – Rebecca Campbell

Conduct a public hearing to receive testimony regarding a realignment fund transfer, find that a transfer of realignment funds is the most cost-effective use of available resources to maximize client outcomes and approve the transfer of a total of 10% of realignment revenues deposited into the Health Realignment and Behavioral Health Realignment Trust funds to be directed to the Social Services Trust account for FY 2018/2019.

VI ADJOURNMENT

The Budget hearings will continue from day to day until completed, but not to exceed 14 calendar days. The next regularly scheduled meeting is scheduled for Tuesday, August 21, 2018, at 9:00 a.m.

Regular Meeting

Tuesday, August 21, 2018

I 9:00 AM CALL TO ORDER

ROLL CALL – Clerk of the Board

INVOCATION – Chad Fagundes – 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: August 14, 2018

B. Agriculture Department:

Consider authorizing the Chairman to sign the Cooperative Agreement with the California Department of Food and Agriculture for the County's Light Brown Apple Moth Detection Trapping Program.

C. Job Training Office:

Consider authorizing the Chairman to sign the documents to close out the Workforce Innovation and Opportunity Act Subgrant Agreement No. 16-040.

D. Human Services Agency:

Consider authorizing the Chairman to sign the Agreement with Champions Recovery Alternative Programs, Incorporated for Parenting Education Services to families served by Human Services Agency for FY 2018/2019 and FY 2019/2020.

IV REGULAR AGENDA ITEMS

9:10 AM A. Probation Department – Kelly Zuniga/Leonard A. Bakker II

Consider authorizing the Chairman to sign the Memorandum of Understanding with the Kings County Superintendent of Schools to ensure a collaboration of services and seamless transition of in-custody youth to the community.

9:15 AM B. Public Works Department – Kevin McAlister/Tim Breshears
 Consider authorizing the Public Works Director to permit a 21 gun salute at Hickey Park on September 8, 2018 for a celebration of life event.

V 9:20 AM C. 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

VI D. CLOSED SESSION

- ◆ **Litigation initiated formally.** The title is: *Administrative Proceedings before the California Public Utilities Commission re Grade Separation Applications A1802018, A1802017, A1805020 and A1806017 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)]
- ◆ **Personnel Matters:** [Govt. Code Section 54957]
Public Employment:
Title: Director of Finance

ADJOURN AS THE BOARD OF SUPERVISORS

VII 2:00 PM E. CONVENE AS THE BOARD OF EQUALIZATION
 Hold a scheduled hearing for Application for Changed Assessment No. 17-006 filed by Charles & Jamie Coon.

ADJOURN AS THE BOARD OF EQUALIZATION

VIII F. ADJOURNMENT
 The next regularly scheduled meeting is scheduled for Tuesday, August 28, 2018, at 9:00 a.m.

FUTURE MEETINGS AND EVENTS

August 28	9:00 AM	Regular Meeting
August 28	11:00 AM	California Public Finance Authority Regular Meeting
August 28	1:30 PM	Kings County Housing Authority Board of Directors Regular Meeting
August 28	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 August 20, 2018

SUBMITTED BY: Administration – Rebecca Campbell
SUBJECT: FY 2018/2019 FINAL BUDGET HEARINGS
SUMMARY:

Overview:

The Proposed 2018/2019 Budget was adopted by the Board of Supervisors on June 26, 2018 and Final Budget Hearings are scheduled to begin Monday, August 20, 2018 at 9:00 a.m. At the close of Budget Hearings, the Board will be asked to adopt the 2018/2019 Final Budget.

Recommendation:

Consider adopting the County of Kings Budget for FY 2018/2019 as presented.

Fiscal Impact:

The specific impact for each department and each fund will be presented to the Board for consideration.

BACKGROUND:

The County Board of Supervisors adopted the 2018/2019 Proposed Budget on June 26, 2018. Volume I and II of the Proposed Budget, as well as any changes to the Proposed Budget will be presented at Final Budget Hearings Monday, August 20, 2018. After all presentations have been made, it is recommended that the Board adopt the Final Budget for the 2018/2019 fiscal year.

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

AGENDA ITEM August 20, 2018

SUBMITTED BY: Administration – Rebecca Campbell/Domingo Cruz

SUBJECT: PUBLIC HEARING: CONSTRUCTION SCHEDULE AND PROPOSED
IMPACT FEE INCREASE PURSUANT TO ORDINANCE NO. 633 FOR
COUNTY PUBLIC FACILITIES FEES

SUMMARY:

Overview:

The Mitigation Fee Act, Government Code § 66000 et. seq. provides for the use of impact fees, also known as public facility fees, to offset the impact of growth on government facilities. On June 21, 2005, the Board adopted Ordinance No. 633, Development Impact Fees. In order to continue to collect the fees at the building permit stage of development, the Board is requested to adopt an updated construction schedule of public facilities planned for development and to consider a resolution to adjust impact fees based upon the cited construction index.

Recommendation:

1. Conduct a public hearing to receive testimony on the Development Impact Fees including construction schedule of public facilities related to the collection of Development Impact Fees, the proposed adjustments to the Development Impact Fees; and
2. Adopt a resolution which includes a construction schedule (Exhibit A) for public facilities as detailed within Ordinance No. 633 establishing Development Impact Fees in Kings County; and
3. Select one of the following options in regards to adjusting the development impact fees:
 - a. Adjust the Development Impact Fee amounts based on the percentage change in the Engineering News-Record Construction Cost Index, (a 3.39% increase) having the new fees become effective October 22, 2018.
 - b. Adjust the development impact fee amounts based on a percentage determined by the Board.
 - c. Adopt no fee increase – impact fees will remain at March 2018 levels.

(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

PUBLIC HEARING: CONSTRUCTION SCHEDULE AND PROPOSED IMPACT FEE INCREASE PURSUANT TO ORDINANCE NO. 633 FOR COUNTY PUBLIC FACILITIES FEES

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Fiscal Impact:

If the Board adopts this increase, then Impact Fees will be increased according to the Engineering News-Record Construction Cost Index (ENR CCI) for the period of March 2017 to March 2018, taking the average of the City of Los Angeles and the City of San Francisco. The rate was calculated to be increased at (+3.39%). Fee increases will be effective on October 22, 2018. The fee increases are shown on Exhibit B.

BACKGROUND:

Impact Fee History

Ordinance No. 633, pertaining to Development Impact Fees, was introduced immediately following a public hearing on June 14, 2005 and allows for the County to collect fees for the facilities of Countywide Public Protection, Fire, Library, Animal Control and Sheriff's Patrol and Investigation. The Board adopted the Ordinance on June 21, 2005 and the Development Impact Fees became effective on August 22, 2005. In 2015, a new fee study took place and the Board reestablished the impact fees based on that study on January 5, 2016.

Construction Schedule

Ordinance 633 requires the development of a construction schedule which must be reviewed and approved by your Board in order for the Development Impact Fees to be collected at the time building permits are issued. The Construction Schedule is attached (as Exhibit A) for consideration. The Construction Schedule was established for the facilities' development related to impact fee revenue and describes the public facilities that will be expanded or newly constructed, and tied to population growth.

Fee Table

Exhibit B shows the proposed (+3.39%) increase in fees. It also details the history of fee amounts since the beginning of the Impact Fee program. The list below details the actions your Board has taken in previous years regarding impact fee adjustments:

<u>Year</u>	<u>ENR CCI</u>	<u>Board Action</u>
2009/10	6.55% increase	No change in fees
2010/11	-0.30% decrease	-0.30% decrease
2011/12	3.54% increase	No change in fees
2012/13	2.32% increase	No change in fees
2013/14	-0.01% decrease	-0.01% decrease
2014/15	4.70% increase	4.70% increase
2015/16	20% average increase	20% average increase – based on a fee study
2016/17	2.48% increase	2.48% increase
2017/2018	2.0% increase	2.0% increase

Financials

The Mitigation Fee Act requires annual reports on fee collection in each account established under its terms. Attached as Exhibit C, is the annual financial report. Since FY 2005/06, a total of \$7,742,621 has been

Agenda Item

PUBLIC HEARING: CONSTRUCTION SCHEDULE AND PROPOSED IMPACT FEE INCREASE PURSUANT TO ORDINANCE NO. 633 FOR COUNTY PUBLIC FACILITIES FEES

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collected, including interest. This past fiscal year, there have been no loans or transfers made from this fund to another fund. To date, \$2,901,291 has been encumbered or spent, leaving a balance in the fund of \$4,841,330 as of June 30, 2018.

Fee Adjustments

Annual public hearings are required in order for the County to adjust fees based upon the index identified within Ordinance No. 633 or for any other changes to the fee structure and/or fee amount and/or the Construction Schedule. Ordinance No. 633 allows the Board to adjust the fee amounts from time to time. The identified index is the Engineering News Record Construction Cost Index and the amount of (+3.39%) was derived from taking an average of the rates for San Francisco and Los Angeles from March 2017 to March 2018. Exhibit D provides the calculation methodology for how staff concluded the (+3.39%) increase.

Impact Fee Projects

There were no projects for FY 2005/06 or FY 2006/07. Two projects were started in FY 2007/08 and were continued into FY 2008/09: relocating the Minor's Advocate offices to a larger location and remodeling the existing Minor's Advocate office space for use by the District Attorney. These two projects were completed in FY 2008/09.

Your Board deleted the Sheriff Patrol and Investigation Fee in FY 2010/11, effective November 1, 2010. At that time your Board chose to use the remaining balances of the accumulated Sheriff Patrol and Investigation Fees on the evidence storage space expansion project in the old jail. In FY 2010/11, the Sheriff's Evidence Space was moved out of the Kings Building to a temporary location; however Impact Fees were not used to do so. A permanent site is still needed.

Your Board suspended the Animal Services Fee in FY 2011/12, effective November 1, 2011.

The Library was originally slated to begin their expansion of the Hanford branch in FY 2009/10, but due to changes in the economy, and the State suspending Proposition 1A in FY 2009/10, this project was put on hold indefinitely. The Hanford expansion project would have cost approximately one million dollars, requiring the use of a significant portion of the Library's fund balance in addition to the Impact Fees. After discussion, the Librarian and Administrative staff agreed it would be fiscally prudent to preserve the Library's fund balance to ensure the Library is able to continue to provide services to the public over the next several years.

The expansion of the Lemoore library is another project slated to be paid for with use of Impact Fees, and this is likely to occur within the next few years. This is identified in the Construction Schedule. The Library is currently working on a capital improvement plan and obtaining input from the public.

In FY 2011/12, the Jail Expansion and the Morgue Relocation projects were started. A total of \$2,262,843 was transferred from Public Protection Impact Fees to the Capital Outlay Fund (\$390,000 for the Morgue and \$1,872,843 for the Jail).

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PUBLIC HEARING: CONSTRUCTION SCHEDULE AND PROPOSED IMPACT FEE INCREASE PURSUANT TO ORDINANCE NO. 633 FOR COUNTY PUBLIC FACILITIES FEES

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In FY 2012/13 an additional \$275,282 was transferred from Public Protection Impact Fees to the Capital Outlay Fund for the Jail Expansion project.

In FY 2013/14 an additional \$141,875 was transferred from Public Protection Impact Fees to the Capital Outlay Fund for the Jail Expansion project. There will be no more impact fees dedicated to the Jail Expansion project unless a future impact fee study report justifies it.

In FY 2014/15 and FY 2015/16 the jail expansion project continued but no additional Public Protection Impact Fees were transferred for this project.

Required Five Year Report

FY 2009/10 was the fifth year that impact fees have been in place in Kings County. Government Code section 66001 requires every five years a study of fees be brought to your Board to re-establish the need for the fees and the purpose to which they will be used. On January 12, 2010, the Board contracted with Willdan Financial Services to develop this report, and that report was reviewed by the Board on August 2, 2010.

On March 17, 2015 the Board contracted with David Taussig and Associates, Inc. to complete the next fifth year report, and that report was presented and approved by Board on February 9, 2016. The next report will be due in 2020.

Required Notices

Required notices of the public hearing were mailed on July 30, 2018 to the Building Industry Association of Tulare/Kings Counties, Inc., the Gas Company, and the Cities of Corcoran, Hanford, and Lemoore to inform them of the public hearing. The County has an agreement in place with the cities of Corcoran, Hanford, and Lemoore to charge impact fees; however, it does not have an agreement in place with the city of Avenal to charge impact fees. Required notice was also published on the Hanford Sentinel on August 3, 2018 and August 10, 2018.

Attachments:

Resolution

Exhibit A – Construction Schedule

Exhibit B – Fee Table

Exhibit C – Impact Fee Financial Report

Exhibit D – Public Facility Fee Change Calculation

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

**IN THE MATTER OF ADOPTING
A NEW CONSTRUCTION SCHEDULE
AND APPROVING AN ANNUAL
INFLATIONARY INCREASE IN THE
AMOUNT OF THE COUNTY IMPACT
FEES ADOPTED UNDER THE
PROVISIONS OF KINGS COUNTY
ORDINANCE NO. 633 /**

RESOLUTION NO. 18-

WHEREAS, the Kings County Board of Supervisors (the “Board”) adopted Kings County Ordinance No. 633 (the “Ordinance”) on June 21, 2005 establishing development impact fees (the “Impact Fees”) in the incorporated and unincorporated territory of the County of Kings under the provisions of the Mitigation Fee Act (the “Act”, see Government Code sections 66000 through 66024); and

WHEREAS, under the provisions of the Act, the Board may require payment of the Impact Fees at the time of the issuance of building permits if the Board has established an account for the Impact Fees and has adopted a capital improvement plan or a construction schedule for the use of the account funds; and

WHEREAS, under the provisions of Section 6 of the Ordinance, the Board has established Impact Fee accounts and has appropriated the account funds therein for the construction of public improvements and facilities; and

WHEREAS, the fees prescribed by Ordinance No. 633 were last updated by Resolution No. 17-084, dated December 19, 2017, which provides as follows: “During the next five calendar years beginning after adoption of this resolution the Board may, without a further study such as the Fifth Fiscal Year Impact Fee Report, adjust by resolution the fee amounts one time annually based on the percentage change in the Engineering News-Record Construction Cost Index”; and

WHEREAS, the amount of the percentage change in the Engineering News Record Construction Cost Index from March 2017 to March 2018 is +3.39% (the “Percentage Increase”) which is set forth in Exhibit D; and

WHEREAS, by the adoption of this resolution the Board intends to adopt a proposed construction schedule for the use of the Impact Fee account funds and to

increase the amount of the Impact Fees by the Percentage Increase as set forth in Exhibit B attached hereto.

WHEREAS, notice has been provided as required in Government Code section 66016 to the Cities of Corcoran, Lemoore, and Hanford, and to other interested persons of the proposed changes to the Development Impact Fees and this Board held a public hearing on August 20, 2018 to consider oral and written testimony regarding Development Impact Fees.

NOW, THEREFORE, IT IS HEREBY RESOLVED as follows:

1. The Board hereby finds and determines that the Impact Fees will be collected for the construction of public improvements and facilities for which an account has been established and funds appropriated.

2. The Board hereby adopts the proposed construction schedule which is attached hereto as Exhibit A.

3. The Impact Fees are hereby increased by the amount of the Percentage Increase effective October 22, 2018. The amount of the Impact Fees as increased are set forth in Exhibit B attached hereto.

The foregoing resolution was adopted upon motion by Supervisor _____, seconded by Supervisor _____ at a special meeting held on the 20th day of August, 2018, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Richard Valle, Chairperson, Board of Supervisors
County of Kings

IN WITNESS WHEREOF, I have set my hand this 20th day of August, 2018.

Melanie Curtis, Deputy Clerk of the Board of Supervisors
County of Kings

KINGS COUNTY IMPACT FEE CONSTRUCTION SCHEDULE
Ten Year Construction Schedule FY 2016-2026

Impact Fee Category	Location	Project Name	Description of Work	FY Work Starts	Estimated Cost	Impact Fees	Grant Funds	Funding Source			Total
								General Fund	Loan		
Public Protection	County Counsel	Relocate to new site	Relocate to new site	FY 2016-2026	582,446	193,821	0	388,625	0	0	582,446
	Grand Jury	Office Space and Expansion	Office Space and Expansion	FY 2016-2026	350,618	116,675	0	233,943	0	0	350,618
	Public Guardian Relocation	Relocate to new site	Relocate to new site	FY 2016-2026	578,748	192,890	0	385,857	0	0	578,747
	Minor Advocate Relocation	Relocate to new site	Relocate to new site	FY 2016-2026	651,295	216,732	0	434,563	0	0	651,295
				Sub totals	2,163,105	719,816	0	1,443,288	0	0	2,163,106
Fire Protection	Fire Department	Fire Department Administration	Fire Department Administration	FY 2016-2026	1,463,535	908,757	0	554,778	0	0	1,463,535
				Sub totals	1,463,535	908,757	0	554,778	0	0	1,463,535
Animal Control	FF&E, Relocation, Holding Spaces	FF&E, Relocation, Holding Spaces	Add to existing animal detention space, Accumulate for future expansion.	FY 2016-2026	309,800	5,337	0	304,463	0	0	309,800
				Sub totals	309,800	5,337	0	304,463	0	0	309,800
Sheriff Operations (Patrol & Inv)	Evidence & Vehicular Storage	Evidence & Vehicular Storage	Construct evidence & vehicular storage	FY 2016-2026	1,770,641	123,660	0	1,646,981	0	0	1,770,641
	Swat Dive Team	Swat Dive Team	Swat Dive Team	FY 2016-2026	1,695,546	49,159	0	1,646,387	0	0	1,695,546
				Sub totals	3,466,187	172,819	0	3,293,369	0	0	3,466,187
Library	Lemoore Library	Lemoore Expansion	Renovation of interior spaces, modifications, etc.	FY 2016-2026	1,342,000	527,877	0	814,123	0	0	1,342,000
	Lemoore Library	Lemoore Expansion	Floor plan reconfiguration, interior finish, etc.	FY 2016-2026	598,450	235,794	0	362,656	0	0	598,450
	New Toilet Room	Lemoore Expansion	Renovated toilet room	FY 2016-2026	2,190,350	861,576	0	1,328,774	0	0	2,190,350
				Sub totals	4,570,800	1,625,246	0	3,946,539	0	0	4,570,800
			Grand Totals		\$9,592,977	\$2,668,307	\$0	\$6,924,671	\$0	\$0	\$9,592,978

See Government Code Section 86002

Kings County Adopted Public Facilities Fees (Effective 10/22/18)

Location/ Land Use	Public Protection		Fire		Library		Animal Services		Sheriff Patrol and Investigation		PFD Compliance		Total 2016	Total 2017	Total 2018	Total 2019	Total 2020	Total 2021	Total 2022	Total 2023	
	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027									
Unincorporated	\$ 1,110.35	\$ 1,147.99	\$ 1,185.63	\$ 1,223.27	\$ 1,260.91	\$ 1,298.55	\$ 1,336.19	\$ 1,373.83	\$ 1,411.47	\$ 1,449.11	\$ 1,486.75	\$ 1,524.39	\$ 1,562.03	\$ 1,599.67	\$ 1,637.31	\$ 1,674.95	\$ 1,712.59	\$ 1,750.23	\$ 1,787.87	\$ 1,825.51	\$ 1,863.15
Administrative	\$ 689.28	\$ 713.91	\$ 738.54	\$ 763.17	\$ 787.80	\$ 812.43	\$ 837.06	\$ 861.69	\$ 886.32	\$ 910.95	\$ 935.58	\$ 960.21	\$ 984.84	\$ 1,009.47	\$ 1,034.10	\$ 1,058.73	\$ 1,083.36	\$ 1,107.99	\$ 1,132.62	\$ 1,157.25	\$ 1,181.88
Retail	\$ 248.08	\$ 256.07	\$ 264.06	\$ 272.05	\$ 280.04	\$ 288.03	\$ 296.02	\$ 304.01	\$ 312.00	\$ 320.00	\$ 328.00	\$ 336.00	\$ 344.00	\$ 352.00	\$ 360.00	\$ 368.00	\$ 376.00	\$ 384.00	\$ 392.00	\$ 400.00	\$ 408.00
Warehouse	\$ 281.05	\$ 290.00	\$ 299.00	\$ 308.00	\$ 317.00	\$ 326.00	\$ 335.00	\$ 344.00	\$ 353.00	\$ 362.00	\$ 371.00	\$ 380.00	\$ 389.00	\$ 398.00	\$ 407.00	\$ 416.00	\$ 425.00	\$ 434.00	\$ 443.00	\$ 452.00	\$ 461.00
Administrative	\$ 348.08	\$ 360.07	\$ 372.06	\$ 384.05	\$ 396.04	\$ 408.03	\$ 420.02	\$ 432.01	\$ 444.00	\$ 456.00	\$ 468.00	\$ 480.00	\$ 492.00	\$ 504.00	\$ 516.00	\$ 528.00	\$ 540.00	\$ 552.00	\$ 564.00	\$ 576.00	\$ 588.00
Warehouse	\$ 281.05	\$ 290.00	\$ 299.00	\$ 308.00	\$ 317.00	\$ 326.00	\$ 335.00	\$ 344.00	\$ 353.00	\$ 362.00	\$ 371.00	\$ 380.00	\$ 389.00	\$ 398.00	\$ 407.00	\$ 416.00	\$ 425.00	\$ 434.00	\$ 443.00	\$ 452.00	\$ 461.00
Administrative	\$ 348.08	\$ 360.07	\$ 372.06	\$ 384.05	\$ 396.04	\$ 408.03	\$ 420.02	\$ 432.01	\$ 444.00	\$ 456.00	\$ 468.00	\$ 480.00	\$ 492.00	\$ 504.00	\$ 516.00	\$ 528.00	\$ 540.00	\$ 552.00	\$ 564.00	\$ 576.00	\$ 588.00
Warehouse	\$ 281.05	\$ 290.00	\$ 299.00	\$ 308.00	\$ 317.00	\$ 326.00	\$ 335.00	\$ 344.00	\$ 353.00	\$ 362.00	\$ 371.00	\$ 380.00	\$ 389.00	\$ 398.00	\$ 407.00	\$ 416.00	\$ 425.00	\$ 434.00	\$ 443.00	\$ 452.00	\$ 461.00
Administrative	\$ 348.08	\$ 360.07	\$ 372.06	\$ 384.05	\$ 396.04	\$ 408.03	\$ 420.02	\$ 432.01	\$ 444.00	\$ 456.00	\$ 468.00	\$ 480.00	\$ 492.00	\$ 504.00	\$ 516.00	\$ 528.00	\$ 540.00	\$ 552.00	\$ 564.00	\$ 576.00	\$ 588.00
Warehouse	\$ 281.05	\$ 290.00	\$ 299.00	\$ 308.00	\$ 317.00	\$ 326.00	\$ 335.00	\$ 344.00	\$ 353.00	\$ 362.00	\$ 371.00	\$ 380.00	\$ 389.00	\$ 398.00	\$ 407.00	\$ 416.00	\$ 425.00	\$ 434.00	\$ 443.00	\$ 452.00	\$ 461.00
Administrative	\$ 348.08	\$ 360.07	\$ 372.06	\$ 384.05	\$ 396.04	\$ 408.03	\$ 420.02	\$ 432.01	\$ 444.00	\$ 456.00	\$ 468.00	\$ 480.00	\$ 492.00	\$ 504.00	\$ 516.00	\$ 528.00	\$ 540.00	\$ 552.00	\$ 564.00	\$ 576.00	\$ 588.00
Warehouse	\$ 281.05	\$ 290.00	\$ 299.00	\$ 308.00	\$ 317.00	\$ 326.00	\$ 335.00	\$ 344.00	\$ 353.00	\$ 362.00	\$ 371.00	\$ 380.00	\$ 389.00	\$ 398.00	\$ 407.00	\$ 416.00	\$ 425.00	\$ 434.00	\$ 443.00	\$ 452.00	\$ 461.00
Administrative	\$ 348.08	\$ 360.07	\$ 372.06	\$ 384.05	\$ 396.04	\$ 408.03	\$ 420.02	\$ 432.01	\$ 444.00	\$ 456.00	\$ 468.00	\$ 480.00	\$ 492.00	\$ 504.00	\$ 516.00	\$ 528.00	\$ 540.00	\$ 552.00	\$ 564.00	\$ 576.00	\$ 588.00
Warehouse	\$ 281.05	\$ 290.00	\$ 299.00	\$ 308.00	\$ 317.00	\$ 326.00	\$ 335.00	\$ 344.00	\$ 353.00	\$ 362.00	\$ 371.00	\$ 380.00	\$ 389.00	\$ 398.00	\$ 407.00	\$ 416.00	\$ 425.00	\$ 434.00	\$ 443.00	\$ 452.00	\$ 461.00
Administrative	\$ 348.08	\$ 360.07	\$ 372.06	\$ 384.05	\$ 396.04	\$ 408.03	\$ 420.02	\$ 432.01	\$ 444.00	\$ 456.00	\$ 468.00	\$ 480.00	\$ 492.00	\$ 504.00	\$ 516.00	\$ 528.00	\$ 540.00	\$ 552.00	\$ 564.00	\$ 576.00	\$ 588.00
Warehouse	\$ 281.05	\$ 290.00	\$ 299.00	\$ 308.00	\$ 317.00	\$ 326.00	\$ 335.00	\$ 344.00	\$ 353.00	\$ 362.00	\$ 371.00	\$ 380.00	\$ 389.00	\$ 398.00	\$ 407.00	\$ 416.00	\$ 425.00	\$ 434.00	\$ 443.00	\$ 452.00	\$ 461.00
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Warehouse	\$ 281.05	\$ 290.00	\$ 299.00	\$ 308.00	\$ 317.00	\$ 326.00	\$ 335.00	\$ 344.00	\$ 353.00	\$ 362.00	\$ 371.00	\$ 380.00	\$ 389.00	\$ 398.00	\$ 407.00	\$ 416.00	\$ 425.00	\$ 434.00	\$ 443.00	\$ 452.00	\$ 461.00
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Warehouse	\$ 281.05	\$ 290.00	\$ 299.00	\$ 308.00	\$ 317.00	\$ 326.00	\$ 335.00	\$ 344.00	\$ 353.00	\$ 362.00	\$ 371.00	\$ 380.00	\$ 389.00	\$ 398.00	\$ 407.00	\$ 416.00	\$ 425.00	\$ 434.00	\$ 443.00	\$ 452.00	\$ 461.00
Administrative	\$ 348.08	\$ 360.07	\$ 372.06	\$ 384.05	\$ 396.04	\$ 408.03	\$ 420.02	\$ 432.01	\$ 444.00	\$ 456.00	\$ 468.00	\$ 480.00	\$ 492.00	\$ 504.00	\$ 516.00	\$ 528.00	\$ 540.00	\$ 552.00	\$ 564.00	\$ 576.00	\$ 588.00
Warehouse	\$ 281.05	\$ 290.00	\$ 299.00	\$ 308.00	\$ 317.00	\$ 326.00	\$ 335.00	\$ 344.00	\$ 353.00	\$ 362.00	\$ 371.00	\$ 380.00	\$ 389.00	\$ 398.00	\$ 407.00	\$ 416.00	\$ 425.00	\$ 434.00	\$ 443.00	\$ 452.00	\$ 461.00
Administrative	\$ 348.08	\$ 360.07	\$ 372.06	\$ 384.05	\$ 396.04	\$ 408.03	\$ 420.02	\$ 432.01	\$ 444.00	\$ 456.00	\$ 468.00	\$ 480.00	\$ 492.00	\$ 504.00	\$ 516.00	\$ 528.00	\$ 540.00	\$ 552.00	\$ 564.00	\$ 576.00	\$ 588.00
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Administrative	\$ 348.08	\$ 360.07	\$ 372.06	\$ 384.05	\$ 396.04	\$ 408.03	\$ 420.02	\$ 432.01	\$ 444.00	\$ 456.00	\$ 468.00	\$ 480.00	\$ 492.00	\$ 504.00	\$ 516.00	\$ 528.00	\$ 540.00	\$ 552.00	\$ 564.00	\$ 576.00	\$ 588.00
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Administrative	\$ 348.08	\$ 360.07	\$ 372.06	\$ 384.05	\$ 396.04	\$ 408.03	\$ 420.02	\$ 432.01	\$ 444.00	\$ 456.00	\$ 468.00	\$ 480.00	\$ 492.00	\$ 504.00	\$ 516.00	\$ 528.00	\$ 540.00	\$ 552.00	\$ 564.00	\$ 576.00	\$ 588.00
Warehouse	\$ 281.05	\$ 290.00	\$ 299.00	\$ 308.00	\$ 317.00	\$ 326.00	\$ 335.00	\$ 344.00	\$ 353.00	\$ 362.00	\$ 371.00	\$ 380.00	\$ 389.00	\$ 398.00	\$ 407.00	\$ 416.00	\$ 425.00	\$ 434.00	\$ 443.00	\$ 452.00	\$ 461.00

VS2019\Adopted\PublicFacilities\Kings County Public Facilities Fees (Effective 10/22/18). Impact Fees Table B
10/23/18 4:24 PM

IMPACT FEES - ANNUAL REPORT - GOVERNMENT CODE SECTION 66006

	Public Protection 81-6980	Fire 81-6981	Library 81-6982	Sheriff Patrol & Investigation 81-6984	Animal Services 91-6985	Admin 81-6986	Interest 81-4100	Total
Fees Collected 05/06	74,654.85	64,319.18	17,283.00	17,555.99	186.80	4,236.86	2,614.62	180,851.30
Interest Allocation 05/06	1,095.14	943.52	253.53	257.54	2.74	62.15	(2,614.62)	-
Total - FY 05/06	75,749.99	65,262.70	17,536.53	17,813.53	189.54	4,299.01	-	180,851.30
Fees Collected 06/07	685,521.04	217,573.47	169,922.71	33,278.01	1,847.26	2,183.49	36,199.94	1,146,525.92
Interest Allocation 06/07	22,350.03	7,093.54	5,539.99	1,084.96	60.23	71.19	(36,199.94)	-
Total - FY 06/07	707,871.07	224,667.01	175,462.70	34,362.97	1,907.49	2,254.68	-	1,146,525.92
Fees Collected 07/08	396,984.65	138,555.22	78,617.27	20,395.93	928.53	40.27	78,130.22	713,652.09
Interest Allocation 07/08	48,804.82	17,033.95	9,665.49	2,507.20	114.07	4.69	(78,130.22)	-
Total - FY 07/08	445,789.47	155,589.17	88,282.76	22,903.13	1,042.60	44.96	-	713,652.09
Fees Collected 08/09	141,608.78	63,736.17	34,929.84	9,900.94	380.06	(385.20)	54,016.38	304,186.97
Interest Allocation 08/09	30,575.91	13,761.80	7,541.99	2,137.79	62.06	(83.17)	(54,016.38)	-
Total - FY 08/09	172,184.69	77,497.97	42,471.83	12,038.73	462.12	(468.37)	-	304,186.97

Account #'s changed in FY 09/10 due to new accounting system. Interest is now posted directly to each fund.

	Pub Prot 2201	Fire 2202	Library 2203	P & I 2204	Animal 2205	Admin 2206	NA	Total
New Fund	2201	2202	2203	2204	2205	2206	NA	
New Budget Unit	187301	187302	187303	187304	187305	187306	NA	
Fees Collected 09/10	613,841.24	107,032.59	145,327.41	24,859.23	1,044.97	(176.95)	-	891,928.49
Interest Allocation 09/10	23,017.73	11,923.54	6,374.87	1,449.91	68.06	1.91	-	42,836.02
Total - FY 09/10	636,858.97	118,956.13	151,702.28	26,309.14	1,113.03	(175.04)	-	934,764.51
Fees Collected 10/11	169,119.41	70,028.62	36,360.62	7,128.49	307.80	3,675.20	-	286,620.14
Interest Allocation 10/11	28,890.00	9,844.98	7,274.98	1,723.07	72.38	28.82	-	47,834.23
Total - FY 10/11	198,009.41	79,873.60	43,635.60	8,851.56	380.18	3,704.02	-	334,454.37
Fees Collected 11/12	254,006.37	80,358.70	54,252.32	-	245.20	8,212.69	-	397,075.28
Interest Allocation 11/12	18,229.18	8,477.87	6,027.38	1,381.20	58.19	69.97	-	34,243.79
Total - FY 11/12	272,235.55	88,836.57	60,279.70	1,381.20	303.39	8,282.66	-	431,319.07
Fees Collected 12/13	222,141.88	45,294.10	55,504.86	(25,077.59)	(160.97)	17,470.43	-	315,172.71
Interest Allocation 12/13	1,086.29	6,170.78	4,408.73	761.08	38.93	194.00	-	12,659.81
Total - FY 12/13	223,228.17	51,464.88	59,913.59	(24,316.51)	(122.04)	17,664.43	-	327,832.52
Fees Collected 13/14	413,528.67	11,277.10	105,911.34	-	-	2,126.39	-	532,843.50
Interest Allocation 13/14	738.35	4,644.07	3,630.32	531.94	28.25	163.61	-	9,736.54
Total - FY 13/14	414,267.02	15,921.17	109,541.66	531.94	28.25	2,290.00	-	542,580.04
Fees Collected 14/15	426,328.49	25,189.12	107,843.32	-	-	1,835.22	-	561,196.15
Interest Allocation 14/15	2,823.33	5,499.40	4,907.48	620.34	32.94	201.13	-	14,084.62
Total - FY 14/15	429,151.82	30,688.52	112,750.80	620.34	32.94	2,036.35	-	575,280.77
Fees Collected 15/16	667,677.79	100,551.33	175,937.58	375.26	898.56	2,119.46	-	947,559.98
Interest Allocation 15/16	7,396.95	7,092.12	6,870.84	741.19	40.03	80.85	-	22,221.98
Total - FY 15/16	675,074.74	107,643.45	182,808.42	1,116.45	938.59	2,200.31	-	969,781.96
Fees Collected 16/17	435,546.84	83,747.15	157,063.21	11,772.12	3,152.61	4,037.40	-	695,319.33
Interest Allocation 16/17	14,974.14	9,794.73	10,289.96	1,004.65	72.44	(4.83)	-	36,128.09
Total - FY 16/17	450,520.98	93,541.88	167,353.17	12,776.77	3,225.05	4,032.57	-	731,447.42
Fees Collected 17/18	320,791.42	60,752.29	117,534.57	6,915.98	2,324.05	2,351.05	-	510,669.36
Interest Allocation 17/18	17,290.22	9,884.86	10,977.19	1,016.43	94.93	11.43	-	39,275.06
Total - FY 17/18	338,081.64	70,637.15	128,511.76	7,932.41	2,418.98	2,362.48	-	549,944.42
Impact Fees - Life of Collection	5,039,023.52	1,180,580.20	1,340,247.80	122,321.66	11,920.12	48,528.06	-	7,742,621.36

Encumbrances and Expenditures of Fees to Date

FY 05/06	-	-	-	-	-	-	-	-
FY 06/07	-	-	-	-	-	-	-	-
FY 07/08	8,190.00	-	-	-	-	-	-	8,190.00
FY 08/09	163,904.88	-	-	-	-	-	-	163,904.88
FY 09/10	3,432.61	-	-	-	-	2,610.00	-	6,042.61
FY 10/11	-	-	-	-	-	3,190.00	-	3,190.00
FY 11/12	2,262,843.00	-	-	-	-	-	-	2,262,843.00
FY 12/13	275,282.38	-	-	-	-	-	-	275,282.38
FY 13/14	141,874.62	-	-	-	-	-	-	141,874.62
FY 14/15	-	-	-	-	-	4,528.02	-	4,528.02
FY 15/16	-	-	-	-	-	35,435.69	-	35,435.69
FY 16/17	-	-	-	-	-	-	-	-
FY 17/18	-	-	-	-	-	-	-	-
Total	2,855,527.49	-	-	-	-	45,763.71	-	2,901,291.20
Total	2,183,496.03	1,180,580.20	1,340,247.80	122,321.66	11,920.12	2,764.35	-	4,841,330.16

PUBLIC FACILITY FEE CHANGE CALCULATIONS

March 2017 - March 2018

Source: Engineering News Records - Construction Cost Index

San Francisco	3.49%
Los Angeles	3.30%
Average	3.39%



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM August 20, 2018

SUBMITTED BY: Administration --Rebecca Campbell

SUBJECT: PUBLIC HEARING - HEALTH REALIGNMENT FUND TRANSFER

SUMMARY:

Overview:

The transfer of 10% of Health Realignment funds to the Social Services Realignment account has been requested starting in FY 2001/02. In FY 2005/06, the request was amended to include an additional transfer of 10% of the Health Realignment funds to the Social Services Realignment trust account, for a total of 20%. The FY 2012/13 there was a 20% transfer of Health Realignment funds, and in FY 2013/2014 there was a 10% transfer of Health Realignment funds through March, 2014. In FY 2017/2018 there was a 10% transfer of Health and Behavioral Health Realignment funds. This proposed transfer from the Health Realignment and Behavioral Health Realignment trust funds would be directed entirely to the Social Services Realignment trust account, and is requested at 10%.

Recommendation:

1. Hold a public hearing to receive testimony regarding a realignment fund transfer; and
2. Find that a transfer of realignment funds is the most cost-effective use of available resources to maximize client outcomes; and
3. Approve the transfer of a total of 10% of realignment revenues deposited into the Health Realignment and Behavioral Health Realignment Trust funds to be directed to the Social Services Trust account for FY 2018/19.

Fiscal Impact:

This action will reallocate 10% of realignment revenues from the Health and Behavioral Health Services Trust funds to the Social Services Trust in FY 2018/19 on a monthly basis, as revenues are received from the State. The estimated values respectively are \$419,560 and \$326,024 for a total of \$745,584. This transfer has been included in the FY 18/19 Proposed Final Budget.

BACKGROUND:

Assembly Bill 1491 (Fiscal Year 1991-92) established the realignment of certain health, mental health and social services programs. The revenue to fund these programs comes from a ½ cent sales tax and a portion of the Vehicles License Fees. Pursuant to Welfare and Institutions Code 17600.2 (a), "Any County may transfer or reallocate money among accounts in the Local Health and Welfare Trust Fund, not to exceed 10% of the amount

(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

PUBLIC HEARING – HEALTH REALIGNMENT FUND TRANSFER

August 20, 2018

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deposited in the account from which the funds are reallocated for that fiscal year”. Your Board has been requested to approve realignment reallocations since FY 2001/02.

Beginning in FY 05/06 and continuing through FY 12/13, an additional 10% transfer, in addition to the original 10% transfer from the health account, (a total of 20%), was approved to be reallocated to the social services account pursuant to Welfare and Institutions Code (W&I) 17600.2 (a) (b) (c). The transfer of additional realignment revenue was due to net expenditure growth beyond the revenue growth within social services.

Caseload growth is defined by W&I code as either increased clients or increase cost for services provided to clients. In the Human Services Agency’s case, the cost of services in each of the Categorical Aid areas demonstrates increases to the extent that revenues received are not keeping pace with caseload growth. The proposed reallocation of funds must be based on the most cost-effective use of available resources to maximize client outcomes.

Program	Actual FY 2016/17	Budget FY 2017/18	Actual FY 2017/18	Budget FY 2018/19
CalWORKs/ARC	17,737,997	19,404,624	18,652,643	18,988,000
CAPI	78,147	115,000	87,992	115,000
Adoption	5,875,044	5,880,441	6,152,915	6,684,366
Foster Care / RFA	8,221,580	9,650,000	8,898,765	9,480,069
IHSS	3,284,776	3,198,905	3,941,403	4,282,579
Expenditures	\$35,197,544	\$38,248,970	\$37,733,718	\$39,550,014
Revenues				
Federal	9,113,072	12,148,275	10,099,359	12,057,329
State	3,027,386	4,567,501	3,689,252	3,160,439
2011 Realignment – CalWorks MOE	10,643,211	9,490,800	10,473,123	9,743,279
2011 Realignment	4,891,169	3,174,920	4,784,539	4,894,862
1991 Realignment	5,155,328	6,353,495	7,699,907	6,901,924
Realignment-Behavioral Health	0	326,024	343,946	326,024
Realignment-Health	0	419,560	416,699	419,560
Total Revenue	\$32,830,166	\$36,480,575	\$37,506,826	\$37,503,417
County Cost	\$2,367,378	\$1,768,395	\$226,893	\$2,046,597

Agenda Item

PUBLIC HEARING – HEALTH REALIGNMENT FUND TRANSFER

August 20, 2018

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There is no trust fund balance for Social Services realignment; from the inception of the use of realignment funds, all realignment revenues are budgeted and expended each fiscal year from the Social Services trust account. Each of these Social Services programs are mandated entitlements requiring a county share of cost offset by realignment funds.

The proposed reallocation will not have any adverse effects on the County's ability to provide public health services, and health programs will not be cut as a result of this transfer. Without the reallocation, the increased costs to Social Services would need to be funded by discretionary revenue from the County's General Fund. Administration staff requests your Board find that the request to proceed with the realignment fund transfer as presented is justified for FY 2018/2019.



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.

Action Summary

August 14, 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)		Juliana Gmur, Assistant 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 B 1

CALL TO ORDER

ROLL CALL – Clerk of the Board
INVOCATION – Joanne Hawkins – Kings County Grand Jury
PLEDGE OF ALLEGIANCE
ALL MEMBERS PRESENT

II B 2

UNSCHEDULED APPEARANCES

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

Brandon Jones, Kings County Assistant Fire Chief stated that six units and twenty personnel are out of County fighting fires.

Riley Jones, Kings County resident urged the Board to vote in favor of the new equipment in the elections office.

Jim Maciel, Kings County resident stated his concerns that there are no funds in the proposed budget for recreation in disadvantaged communities in the County and stated that he is hopeful that the fire agreements with the City of Avenal and Corcoran have them completely covering their costs for service.

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: August 14, 2018

B. County Counsel:

Consider appointing Jeff Gilcrease, Doug Rayner and Michael Maya as directors to the Excelsior/Kings River Resource Conservation District.

C. District Attorney's Office:

Consider accepting the annual report of the Real Estate Fraud Prosecution Trust Fund Program.

D. Health Department:

1. Consider authorizing the Director of Public Health to sign the Acceptance of Allocation Agreement and prospective proposition payment invoices for the Tobacco Control Program for FY 2018/2019 and authorize the Clerk of the Board to sign the budget appropriation and transfer form. **(4/5 vote required)**
2. Consider authorizing the Chairman to sign the Women, Infants and Children Supplemental Nutrition Standard Agreement for FY's 2016/2019. **[Agmt 17-089.1]**

E. Human Resources Department:

Consider approving out of state travel for Henie Ring, Principal Personnel Analyst to attend the National Association of Government Defined Contribution Administrators conference in Philadelphia, Pennsylvania on September 22-26, 2018.

F. Information Technology Department:

Consider authorizing the Purchasing Manager to sign the Purchase Order with Dell Marketing, L.P. for the Storage Area Network Agreement effective August 31, 2018 through January 31, 2022.

G. Probation Department:

Consider authorizing the Chairman to sign the Contract with The Counseling and Psychotherapy Center, Inc. to provide treatment services for sex offenders within Kings County. **[Agmt 18-077]**

H. Public Works Department:

1. Consider authorizing the Chairman to sign the Self Generation Incentive Program Reservation request form and the Net Energy Metering Aggregation form for the Engie Solar Project on County facility grounds. **[Agmt 18-045.1, 18-045.2]**
2. Consider authorizing the Chairman to sign the Agreements for Purchase of Real Property and Assignments of Easement Rights and all other associated documents to effectuate the purchase and assignments of the subject properties for a bridge at 16th Avenue Tulare Lake crossing just North of Nevada Avenue. **[Agmt 18-078]**
3. Consider authorizing the Purchasing Manager to sign the Purchase Order with VSS Emultech for asphaltic emulsion for County road chip sealing throughout the County.

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

IV

B 4

REGULAR AGENDA ITEMS

A. Fire Department – Clay Smith

1. Consider authorizing the Chairman to sign the two year Agreement for fire services with the City of Avenal effective July 1, 2018 and authorizing the Clerk of the Board to sign the budget appropriation and transfer form. **(4/5 vote required) [Agmt 18-079]**

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

2. Consider authorizing the Chairman to sign the two year Agreement for fire services with the City of Corcoran effective July 1, 2018 and authorizing the Clerk of the Board to sign the budget appropriation and transfer form. **(4/5 vote required) [Agmt 18-080]**

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

B 5

B. Public Works Department – Kevin McAlister/Dominic Tyburski

Consider authorizing the Chairman to sign the construction contract with Granite Construction, Inc. and authorizing the Public Works Director to approve additional costs up to 10% of the contract amount on the Kings County Highway Safety Improvement Program projects throughout Kings County. [Agmt 18-081]

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

B 6

C. Assessor/Clerk-Recorder/Elections – Kristi Lee

Consider authorizing the Chairman to sign the Agreements with Election System & Software, LLC and the Agreement with Government Capital Corporation for financing the upgrade of the equipment, software, initial license, maintenance and support and authorizing the Clerk of the Board to sign the budget appropriation and transfer form. (4/5 vote required) [Agmt 18-083, 18-084, 18-085]

ACTION: (RF/RV-Aye, JN/DV/CP-No) ITEM FAILED TO RECEIVE REQUIRED VOTES

B 7

D. Administration – Rebecca Campbell

Consider authorizing the Chairman to sign the Termination of Joint Occupancy Agreement to allow for the sale of the Corcoran Court facility. [Agmt 18-082]

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

V B 8

E. Board Member Announcements or Reports

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

Supervisor Pedersen stated that he attended the Military Communities meeting on August 8-9, 2018 in Sacramento and attended the Armona Elementary School registration day event on August 13, 2018 hosted by Assemblymember Rudy Salas.

Supervisor Verboon stated that he enjoyed his vacation at Yellowstone National park and with family in Idaho.

Supervisor Neves stated that he attended the United Health Center grand opening in Lemoore on August 8, 2018, attended the CalVans meeting and cooked for the Kings County Blood Drive on August 9, 2018 where 102 units were collected and he thanked everyone who donated and volunteered to help during the event. He also stated that the water wells in Stratford failed on Sunday and thanked everyone who was working to get the wells back in service and those entities donating and handing out water for the residents of Stratford and stated that he hoped everything would be completed by the end of the week.

Supervisor Valle stated that Jose Ramirez would have his next fight at the Save Mart center on September 14, 2018 and stated that a former Marine is also on the fight card for the event and put a call out for Marines to attend the event.

- ◆ Board Correspondence: None
- ◆ Upcoming Events: Rebecca Campbell stated that the City of Corcoran will hold their groundbreaking event for the new Police Station on August 17, 2018, Kings County Information Technology Department will hold a fundraiser luncheon on August 22, 2018 with proceeds going to the Hanford Soup Kitchen, the City of Hanford will host the City/County Coordinating meeting on August 29, 2018 at the Adventist Health Community Room, Commission on Aging Senior Day Picnic in the Park will be held on September 21, 2018 and a Kettleman City Public Safety event will be held on October 11, 2018.

- ◆ Information on Future Agenda Items: **Rebecca Campbell stated that the following items would be on a future agenda: Kings County final budget hearings on August 20, 2018, public hearings for the Mitigation Fee Act for FY 2018/2019 and the Health & Behavioral Health Realignment Trust funds for FY 2018/2019 on August 20, 2018, Notice of Completion for Bush Construction for the Jail Phase III project, Human Services Agency In-Home Supportive Services Public Authority appointments, response to the grand jury report on the Elections Department, Probation Department Memorandum of Understanding with the Kings County Superintendent of Schools relating to a student transition planning policy.**

VI B 9

F. CLOSED SESSION

- ◆ **Litigation initiated formally.** The title is: *Administrative Proceedings before the California Public Utilities Commission re Grade Separation Applications A1802018, A1802017 and A1805020 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: Juliana Gmur, Assistant County Counsel stated that the Board took no reportable action in closed session today.**

VII

G. ADJOURNMENT

The next regularly scheduled meeting is scheduled for Tuesday, August 21, 2018, at 9:00 a.m.

VIII 11:00 AM H. CALIFORNIA PUBLIC FINANCE AUTHORITY- REGULAR MEETING

FUTURE MEETINGS AND EVENTS

August 20	9:00 AM	Budget Hearings
August 21	9:00 AM	Regular Meeting
August 28	9:00 AM	Regular Meeting
August 28	11:00 AM	California Public Finance Authority Regular Meeting
August 28	1:30 PM	Kings County Housing Authority Board of Directors Regular Meeting
August 28	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 August 21, 2018

SUBMITTED BY: Agriculture Department – Jimmy Hook/Lynda Schrupf

SUBJECT: COOPERATIVE AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF
FOOD AND AGRICULTURE FOR THE COUNTY'S LIGHT BROWN APPLE
MOTH CONTROL PROGRAM

SUMMARY:

Overview:

The Agricultural Commissioner-Sealer contracts with the California Department of Food and Agriculture to provide detection services to prevent the establishment of Light Brown Apple Moth in the county. This agreement continues the County's Light Brown Apple Moth Control Program.

Recommendation:

Authorize the Chairman to sign the Cooperative Agreement with the California Department of Food and Agriculture for the County's Light Brown Apple Moth Detection Trapping Program.

Fiscal Impact:

Revenues of \$7,130 for this program are included in the proposed FY 2018/19 budget, in budget unit 260000, account 81-512000 (State Aid-Agriculture).

BACKGROUND:

The agreement is for pest detection services to prevent the establishment of the Light Brown Apple Moth in the County. The County will service pest detection traps according to protocol established by this agreement. The term of this agreement is from July 1, 2018 through June 30, 2019.

The agreement has been reviewed and approved by County Counsel.

BOARD ACTION :

APPROVED AS RECOMMENDED: _____ **OTHER:** _____

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

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.

**COOPERATIVE AGREEMENT
SIGNATURE PAGE**

AGREEMENT NUMBER
18-0299-008-SF

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

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

RECIPIENT'S NAME
COUNTY OF KINGS

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

3. The maximum amount of this Agreement is: \$7,130.00

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

Exhibit A: Prime Award Information Recipient and Project Information	3 Page(s)
Exhibit B: General Terms and Conditions	4 Page(s)
Exhibit C: Payment and Budget Provisions	1 Page
Exhibit D: Federal Terms and Conditions	3 Page(s)

Attachments: Scope of Work and Budget

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

RECIPIENT

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

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

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

STATE OF CALIFORNIA

AGENCY NAME
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY (Authorized Signature)

DATE SIGNED (Do not type)

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

ADDRESS
1220 N STREET, ROOM 120
SACRAMENTO, CA 95814



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM August 21, 2018

SUBMITTED BY: Job Training Office – Lance Lippincott

SUBJECT: CLOSEOUT OF WORKFORCE INNOVATION AND OPPORTUNITY ACT
SUBGRANT

SUMMARY:

Overview:

This action will close out County Agreement 16-040, approved by your Board on May 17, 2016. This subgrant agreement provided Workforce Innovation and Opportunity Act (WIOA) funding for the period of April 1, 2016 through June 30, 2018.

Recommendation:

Authorize the Chairman to sign the documents to close out the Workforce Innovation and Opportunity Act Subgrant, County Agreement 16-040.

Fiscal Impact:

Subgrant No. K7102034 (County Agreement 16-040) provided \$2,228,177 in federal WIOA funding for the period April 1, 2016 through June 30, 2018. The term of the grant has expired and 100% of the funds have been expended. This grant did not require a local match.

BACKGROUND:

This subgrant represents a formula of allocated Workforce Innovation and Opportunity Act training funds provided to Kings County. From July 2016 through June 2018, there were 1,037 Kings County residents that were enrolled into work experience, vocational training, on-the-job Training and other services designed to assist them in obtaining permanent, unsubsidized employment. Also during this time, there were 13,832 persons served in the One-Stop's Career Center, representing 67,111 visits. Career Center services include internet-based job search, typing certificates, individual counseling and guidance, job search workshops, access to office equipment, assistance in filing Unemployment Insurance claims and many other employment-related activities. A copy of the agreement is on file with the Clerk of the Board.

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

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

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM

August 21, 2018

SUBMITTED BY: Human Services Agency – Sanja Bugay/Wendy Osikafo

SUBJECT: AGREEMENT WITH CHAMPIONS RECOVERY ALTERNATIVE PROGRAMS,
INCORPORATED FOR PARENTING EDUCATION SERVICES

SUMMARY:

Overview:

The Human Services Agency is requesting approval to contract with Champions Recovery Alternative Programs, Incorporated (Inc.) to provide Parenting Education Services to all eligible families involved with the Human Services Agency (HSA).

Recommendation:

Authorize the Chairman to sign the agreement with Champions Recovery Alternative Programs, Incorporated for Parenting Education Services to families served by Human Services Agency for Fiscal Years 2018/2019 and 2019/2020.

Fiscal Impact

The total projected expenditure for two Fiscal Years (FY) is \$131,024. The annual FY projected expenditure is \$65,512. Sufficient appropriations and revenues for the first ten months of this agreement have been included in the FY 18/19 Human Services Agency proposed budget. Appropriations and revenue for the remaining two months will be requested in the FY 19/20 Human Services Agency budget. Appropriations and revenues for the second year of this agreement will be handled in a similar fashion. There will be no increase to net County cost associated with this agreement. Costs for services provided under this agreement are funded through the federal Promotion Safe and Stable Families (PSSF) grant including salaries and benefits, services and supplies and all allowable indirect costs.

BACKGROUND:

The Human Services Agency (HSA) requests the County to enter into an agreement with Champions Recovery Alternative Programs, Inc. to provide parenting education services designed to provide court ordered parenting services, support and strengthen parenting capacity within the natural family network and to coordinate and meet the specific needs of each family.

(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

AGREEMENT WITH CHAMPIONS RECOVERY ALTERNATIVE PROGRAMS, INCORPORATED FOR PARENTING EDUCATION SERVICES

August 21, 2018

Page 2 of 2

The last agreement was approved by your Board on September 12, 2017, (Board Agreement No. #17-095).

Federal law has long required State agencies to demonstrate that reasonable efforts have been made to provide assistance and services to prevent the removal of a child from his or her home and to make it possible for a child who has been placed in out of home care to be reunited with his ore her family.

Welfare and Institutions Code § 361.5 define the term 'reunification services' to include: Child Welfare services and Court-ordered counseling and other treatment services for the reunification of the child with the child's family. "Reasonable efforts" are made when the child and his or her family are provided with services that are relevant to their situation some of which are through parent education services. The HSA must provide reasonable services to families who are ordered by the Kings County Juvenile Court to complete Child Welfare Services.

Champions Recovery Alternative Programs, Inc. will provide each referred parent/legal guardian with relevant, evidence based and culturally competent services which are relevant to their individual situation. Each participant will receive a pre-assessment and post-assessment, intake screening, treatment plan and coordination of services by Champions Recovery Alternative Programs, Inc. personnel. Participants will also receive a certificate of completion upon successfully completing the service agreement and the certificate will be provided to the Juvenile Court when applicable.

Parenting education services shall be made available to all HSA families. Parenting education services shall be made available on a weekly basis and will incorporate flexible hours of operation including afternoons, evenings and weekends. Services shall be offered in both the English and Spanish languages.

In May 2017, a competitive bid process was completed for Parenting Education Services. The published Request for Proposal (RFP) document included the proposed term of the agreement, which included the option to renew the agreement for up to two additional one year periods.

Champions Recovery Alternative Programs, Inc. was selected to be the contractor. Champions Recovery Alternative Programs, Inc. has a long-standing, positive reputation in this regard and offers additional recovery related services within the community. Champions Recovery Alternative Programs, Inc. has provided parenting education services for the past year. The HSA wants to continue this partnership with this new contact for two years. The HSA will publish a new RFP for services in 2020.

The agreement has been reviewed and approved by County Counsel.

**AGREEMENT BETWEEN
COUNTY OF KINGS AND
CHAMPIONS RECOVERY ALTERNATIVE PROGRAMS, INC.**

THIS AGREEMENT is made and entered into as of the 1st day of September, 2018, by and between the County of Kings, a political subdivision of the State of California (hereinafter, "County") and Champions Recovery Alternative Programs, Inc., (hereinafter, "Contractor").

RECITALS

WHEREAS, County requires services for Parenting Education; and

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

NOW, THEREFORE, the Parties mutually agree as follows:

1. SCOPE OF WORK

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 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

Contractor shall not be entitled to nor receive from County any additional consideration, compensation, or other remuneration for services rendered under this Agreement except that as set forth in **Exhibit B**. All funds provided under this Agreement must be completely expended by August 31, 2020.

The parties acknowledge and agree that the County's obligation to make payments to Contractor is contingent upon receipt of funds from California Department of Social Services (CDSS). Both program activities and funding allocations are subject to immediate reduction or termination in the event of the reduction or termination of funding or authorization.

4. METHOD OF PAYMENT

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

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

Payments will be made on a cost reimbursement basis. Contractor shall bill County for amounts equal to the actual costs incurred for allowable items, within thirty (30) calendar days following the end of the month in which services were delivered. Billing shall be submitted to County in a format specified by County and documented in such reasonable detail as the County's Auditor shall require to establish by documentation that the funds were expended for the intended purposes of this Agreement.

In order to ensure that FY2018/2019 expenditures are claimed to the 2018/2019 Child Welfare Services Allocation, the billing for the month of June 2019 must be received by County by June 16, 2019.

In order to ensure that FY2019/2020 expenditures are claimed to the 2019/2020 Child Welfare Services Allocation, the billing for the month of June 2019 must be received by County by June 16, 2020.

Contractor shall estimate costs as necessary through June 30, 2019. A final reconciliation of projected and actual costs due for the month of June 2019 shall be submitted to County by July 31, 2019, accompanied by a final invoice or check for overpayment, as is appropriate.

Contractor shall estimate costs as necessary through June 30, 2020. A final reconciliation of projected and actual costs due for the month of August 2020 shall be submitted to County by July 31, 2020, accompanied by a final invoice or check for overpayment, as is appropriate.

Upon receipt and approval of the monthly invoice, County shall remit to Contractor the amount of allowable reimbursement costs incurred in the performance of this Agreement. Such remittance shall be made to Contractor within thirty (30) calendar days after timely receipt of the expenditure and statistical reports for each preceding calendar month.

Final payment will be made upon receipt of the reconciled expenditure and statistical reports for the period ending August 31, 2019. **Final billing for all costs of the agreement must be submitted before August 16, 2019.** Final payment may be held until any necessary termination audit is completed.

Final payment will be made upon receipt of the reconciled expenditure and statistical reports for the period ending August 31, 2020. **Final billing for all costs of the agreement must be submitted before August 16, 2020.** Final payment may be held until any necessary termination audit is completed.

Contractor is responsible for the repayment of all audit exceptions resulting from audits performed by County; state of federal agencies related to this Agreement.

Invoices and audits shall be submitted electronically to:

HSA.Contracts@co.kings.ca.us

All Contractor costs shall be supported by properly executed payrolls, time records, attendance records, invoices, contracts, detailed general ledgers, vouchers, orders or any other documents pertaining in whole or in part to this Agreement.

5. TIME OF PERFORMANCE

This Agreement shall remain in full force and effect from September 1, 2018, to August 31, 2020. All funds provided under this Agreement must be completely expended by August 31, 2020, or this Agreement is otherwise terminated in accordance with its terms.

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

6. CHANGES AND AMENDMENTS

Any amendment to this Agreement shall be effective only upon the parties' mutual agreement in writing. Any proposed increase in a single line item which exceeds 10% of the original line item amount must be approved by the Director of the Human Services Agency (HSA) or her designee. Any such Director approved modification shall not result in an increase in the total budget. If a budget increase is requested, it must be approved the Board of Supervisors or County Purchasing Manager.

7. TERMINATION

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

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

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

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

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

notice specifying the date of termination.

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

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

8. RECORDS AND INSPECTIONS

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

9. INSURANCE

A. Insurance Amounts.

Without limiting County's right to obtain indemnification from Contractor or any third parties, prior to commencement of work, Contractor shall purchase and maintain the following types of insurance for minimum limits indicated during the term of this Agreement and provide a Certificate of Endorsement from Contractor's Insurance Carrier guaranteeing such coverage to the County. Such Certificate shall be mailed as set forth under Notices. 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. \$1,000,000 per occurrence and \$2,000,000 annual aggregate covering bodily injury, personal injury, and property damage. 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 County.

4. Professional Liability. \$1,000,000 limit per occurrence and \$2,000,000 annual aggregate limit covering Contractor's wrongful acts, errors and omissions.

B. Insurance Conditions.

1. 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 County's Risk Manager.

2. 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.

10. INDEMNIFICATION

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

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

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

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

11. 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.

12. COMPLIANCE WITH LAW

Contractor shall comply with the provisions set forth in **Exhibit C** of this Agreement and 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. Contractor shall indemnify and hold County harmless from any loss, damage or liability resulting from a violation on the part of Contractor on such laws, rules, regulations, requirements and directives.

13. SUBRECIPIENT

Contractor is a Subrecipient, as a non-Federal entity in receipt of pass-through funds for the purpose of carrying out a portion of a Federal award creates a relationship as subrecipient. Characteristics which support the classification include when the non-Federal entity:

- A. Determines who is eligible to receive what Federal assistance;
- B. Has its performance measured in relation to whether objectives of a Federal program were met;
- C. Has responsibility for programmatic decision making;
- D. Is responsible for adherence to applicable Federal program requirements specified in the Federal award; and
- E. In accordance with its agreement, uses the Federal funds to carry out a program for a public purpose specified in authorizing statute, as opposed to providing goods or services for the benefit of the pass-through entity.

The Federal awarding agency may supply and require recipients to comply with additional guidance to support these determinations provided such guidance does not conflict with this section and set forth in **Exhibit D**.

14. CONFIDENTIALITY

Contractor shall not use confidential information provided by the County for any purpose other than carrying out Contractor's obligations under this Agreement. Contractor shall prevent unauthorized disclosure of any confidential information. Contractor shall promptly transmit to County all requests for disclosure of 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 shall comply with Government Code section 8350 *et seq.* regarding a drug free workplace.

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. SINGLE AUDIT ACT

Contractor, as a vendor of State and Federal financial assistance, agrees to conduct an annual audit in accordance with the requirements of the Single Audit Act of 1984. Such audit shall be delivered to the County's Auditor-Controller and HSA for review no later than December 31, 2018, or the first year and no later than December 31, 2019, for the second year of this Agreement.

Failure to perform the requisite audit functions as required by this paragraph may result in County performing any necessary audit tasks or, at County's option, in County contracting with a public accountant to perform the audit, at Contractor's sole expense.

Audit Findings/Exceptions/Sanctions. Contractor is responsible for any and all audit findings, exceptions, and sanctions relative to Contractor's performance under this Agreement. Under no circumstances is the County responsible for these costs relative to this Agreement or any other agreement.

19. NONDISCRIMINATION

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

disability, race, religion, sexual orientation, or any other prohibited basis.

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

20. ADA COMPLIANCE

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

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

21. SUBCONTRACTOR AND ASSIGNMENT

Services under this Agreement are deemed to be personal services. Contractor shall not subcontract any work under this Agreement nor assign this Agreement without the prior written consent of the County. Assignment by Contractor of any monies due shall not constitute an assignment of the Agreement.

22. 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.

23. 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.

24. 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:

CONTRACTOR:

Sanja K. Bugay, Director
Kings County Human Services Agency
1400 W. Lacey Blvd., Bldg. #8
Hanford, CA 93230
Phone No: (559) 582-3241, Ext. 2200

Champions Recovery Alternative Programs
Inc.
Crystal Hernandez, Executive Director
700 N. Irwin Street
Hanford, CA 93230
Phone No: 559-583-9307

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.

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. ENTIRE AGREEMENT; COUNTERPARTS; CONTRIBUTIONS OF BOTH PARTIES

This Agreement, including all exhibits and recitals 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 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.

27. 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.

28. 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.

29. WAIVER

The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a continuing waiver of said breach or waiver of any future breach or violation.

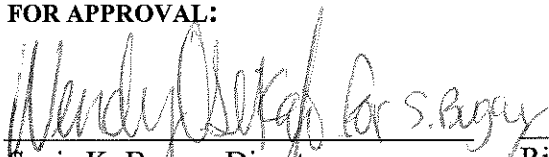
30. NO THIRD PARTY BENEFICIARIES

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.

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

**REVIEWED AND RECOMMENDED
FOR APPROVAL:**

COUNTY OF KINGS



Sanja K. Bugay, Director
Kings County Human Service
Agency

Richard Valle, Chairman
Kings County Board of Supervisors

CONTRACTOR

ATTEST



Crystal Hernandez, Executive
Director
Champions Recovery Alternative
Programs Inc.

Catherine Venturella
Clerk to the Board of Supervisor

APPROVED AS LEGAL FORM:
Colleen Carlson, County Counsel

APPROVED AS TO ACCOUNTING FORM:



Juliana F. Gmur, Assistant County
Counsel



Raul Luna, Fiscal Analyst
Kings County Human Services Agency

Exhibits/Attachments:

- Exhibit A:** Scope of Work
- Exhibit B:** Operating Budget
- Exhibit C:** Assurance of Compliance with County – Non Discrimination
- Exhibit D:** (OMB) Super Circular, (2 CFR 200) requirements
- Exhibit E:** Kings County ADA Grievance Procedure
- Exhibit F:** Child Abuse Prevention Coordinating Council end of year report

EXHIBIT A

Scope of Work

Program Services:

Contractor will provide evidence-based parent education services for families involved with the Human Services Agency (HSA). Contractor shall work conjointly with other service providers and the HSA to meet the specific needs of each family. Parent Education Services shall include one of the following approved curriculums: Celebrating Families!, ¡Celebrando Familias!, Nurturing Parenting Programs and Supporting Father Involvement.

Contractor shall consider the Five Protective Factors (The Protective Factors Framework) which includes; 1) Parental Resilience, 2) Social Connections, 3) Concrete Support in Times of Need, 4) Knowledge of Parenting and 5) Child Development and Social and Emotional Competence of Children.

Parenting education services shall be provided on a weekly basis and will incorporate flexible hours of operation including afternoons, evenings and weekends. Services shall be offered in both the English and Spanish languages. Services will be offered outside of the HSA.

Target Population:

Referrals shall be submitted by the HSA and can vary in family size and demographics. Parent/legal guardian may also be involved with other service providers and the service agreement needs to be a coordinated effort. Parents may present in a range of intellectual functioning and services provided shall be able to accommodate these ranges. Families involved with Child Welfare Services will be given priority under this Agreement.

Referrals/Referral Process:

Referrals shall be provided to the Contractor on behalf of the parent/legal guardian by the HSA. Each referral shall provide detailed information on the specific needs of the family. Based on the provided information, the Contractor will identify and manage enrollment into the parenting services.

Contractor shall contact the parent/legal guardian within 3 business days to schedule intake.

Contractor shall ensure that the parent/legal guardian receives an intake assessment appointment within 7 days of initial contact. Intake assessments shall occur on all participants including self-referred individuals to determine the most appropriate parenting education curriculum and should be a coordinated effort between the Contractor and the social worker, employment and training worker or the eligibility worker.

Contractor shall ensure that the parent/legal guardian is placed into the agreed upon parenting curriculum and begins services within 2-3 weeks from receiving the intake assessment. It is preferred that the parent/legal guardian begin services within 2 weeks but no longer than 30 days.

If services are declined, refused or the parent/legal guardian does not meet criteria for the program, the Contractor will communicate a recommendation to the HSA designated point of contact and social worker, employment and training worker by email.

Contractor will complete a pre and post Adult Adolescent Parenting Inventory-2 (AAPI-2) on all referred parents/legal guardians. A compared score shall be shared with the HSA designated point of contact and social worker on the progress reports.

Contractor will ensure that the proper Release of Information (ROI) is on file for all referring parties and work collaboratively with all treatment/service partners.

Contractor will actively participate in client-centered treatment/service meetings with referring parties to collectively assist in the participant's transformation such as a Child and Family Team Meeting.

Contractor will share individualized progress reports with the HSA designated point of contact and the social worker, employment and training worker.

Contractor will communicate parent/legal guardian's progress with the social worker, employment and training worker upon request. Social worker, employment and training worker shall be updated within 1 week of submitting a request by email or verbally to the Champions designated point of contact. Social workers may also request updates prior to Court hearings and will provide the designated point of contact with the date of the upcoming hearing.

Contractor will coordinate any recommendations for additional services with the social worker, employment and training worker prior to submitting referrals on behalf of the parent/legal guardian.

Reasonable, advance notice to the Champions designated point of contact will be provided when scheduling a Child and Family Team Meeting (CFTM). Every CFTM varies in size and duration but on average the CFTM could last from 1-2 hours.

The following is a list of examples of the priority needs that KCHSA staff identified most often when working with families within our community. Services offered should meet these priority needs:

- ✦ Discipline- positive methods, concept and purpose of discipline, controlling anger, reasonable expectations, cultural practices and utilizing their identified safety network;
- ✦ Physical abuse and neglect- prevention and behavior modification, providing for basic needs including medical, nutritional and physical needs;
- ✦ Attachment-interpreting children's behavior signals and responding consistently with nurturance;
- ✦ Trauma Informed-how to identify parents own traumatic experiences as children and adults which affect their parenting; responding to children who have experienced trauma;

- ✦ Child development-understanding child development and how this affects parenting practices; knowledge of age appropriate expectations, empathy for child;
- ✦ Communication-develop healthy and safe ways of communicating to resolve conflict;
- ✦ Parenting adolescents- (teenage years) how to deal with changes in the family and parenting style; responding to defiant and disruptive behaviors including those with delinquent behaviors, substance abuse, sexuality, personal and social identify, peer pressure, conflict resolution, unhealthy relationships and feelings of uncertainty regarding pending adulthood;
- ✦ Teen moms- modeling appropriate behaviors, providing clear directives, addressing issues specific to teen culture;
- ✦ Domestic violence- impact on the entire family, child safety, special focus on younger moms and single mothers;
- ✦ Substance abuse- how it affects the entire family and ability to parent safely;
- ✦ Building safeguards for children- intervention by other adults in the child's life; mentors community support developing a natural support network for the family;
- ✦ Children with mental health needs, developmental delays, physical health concerns- how parenting is affected, adaptive parenting to these needs;
- ✦ Self-Care- how the parent manages his/her own life, coping stress management, and health;
- ✦ Self control, judgment and decision-making; and
- ✦ Roles and responsibility as a parent- parental motivation, ability to adapt and put aside own needs.

Service Components:

Focus on individualized services utilizing modeling, behavior specific case plans with defined outcomes specific to the needs of the family.

Services will be family-centered, culturally competent and consistent with the legal framework of the child protection system and its values;

Recognize the parent's role in setting goals for improving their parenting skills;

Consider the age and developmental needs of the child in determining interventions. This includes but is not limited to use of child development curriculum and/or groups specific to parents with young children, adolescents or other targeted needs;

Utilize evidence-based curriculum and best practices from both research and experience in the field that aim to demonstrate measurable change in parenting skills.

Include facilitated groups, when indicated, to reduce isolation, to sustain what is learned in other service components and/or to provide an initial base for learning;

Whenever possible, include interaction between parents and children where feedback and coaching is given to the parent. Provide programming which is inclusive of the children in the family (i.e. age appropriate classes for children, parent/child interaction therapy, etc.);

Coordinate referrals to community resources with the social worker, employment and training worker to support the family's needs;

Provide trauma-informed care in all aspects of service;

Report back to the HSA as appropriate.

Program Administration:

The Contractor will maintain regular contact with the Contract Manager during the contractual period. The contact between the Contractor and the Contract Manager may be in person, by telephone, electronically or written.

An in person meeting shall take place between the Contractor, and Contract Manager at least quarterly. The Contract Manager will evaluate the effectiveness of the parenting program and evaluate the participant's progress. The evaluation framework will include the following outcomes to determine individual program effectiveness:

Outcomes:

On a *monthly* basis the Contractor will be responsible for tracking and submitting to Contract Manager the following outcomes:

- Number of referrals received
- Number of intake assessments completed
- Type of parenting services provided per individual
- Number of graduates per parenting service
- Number of Human Services Agency clients receiving parenting education services

On a *quarterly* basis the Contractor will be responsible for tracking and submitting to Contract Manager the following:

- Any barriers or limitations to providing services
- Any unexpected challenges related to the program
- Any back log or waiting lists to enter parenting education services

On a *yearly* basis the Contractor will be responsible for tracking and submitting to the Contract Manager the following:

- Child Abuse Prevention Coordinating Council/Office of Child Abuse Prevention reporting requirements specified in Exhibit F.

Additional expectations of the Contractor include:

- Cooperate with the Contract Manager to meet state and federal reporting requirements.
- Complete monthly and annual reports, timely.
 - The monthly report will be submitted by close of business on the 10th day of each calendar month. The monthly report shall capture outcomes for services delivered during the previous calendar month.
 - The quarterly reports may be submitted verbally during the regular contract meetings.
 - The yearly report will be submitted by close of business on August 31, 2019.
- Commit to sharing program related experiences and findings with the Contract Manager.
- Attendance and full participation by at least two representatives from the program in annual networking conferences and/or stakeholder meetings sponsored by the HSA.
- Annual site visit from the Contract Manager and Audit and Compliance Accountant.

Program Performance Measures:

1. 95% of the referrals received will be responded to within three (3) business days.
2. 70% of the parents/legal guardians will complete the program.
3. 100% compliance with scheduled appointments.
4. 100% of completed activities will be reported in an e-mail to the assigned social worker.
5. 100% compliance with attending scheduled Child and Family Team Meetings.
6. Additional performance measures will be developed with the Contractor to support program integrity and qualify service delivery such as due diligence in providing services to families.
7. Work with the HSA to develop performance measures and/or track any additional data elements that may be necessary to allow for sufficient tracking of individual outcomes.

The Contractor shall strive to achieve the following goals:

Short Term/Immediate goals:

- Demonstrate measureable change in the parenting skills of the parent/legal guardian.
- Improved parent-child interactions, building positive relationships and attachment, improved parental functioning, less harsh and more nurturing parenting, and increased parental social support and problem solving
- Improved teacher-student relationships, proactive classroom management skills, and strengthened teacher-parent partnerships
- Prevention, reduction, and treatment of early onset conduct behaviors and emotional problems
- Promotion of child social competence, emotional regulation, positive attributions, academic readiness, and problem solving

Long Term Goals:

- Prevention of conduct disorders, academic underachievement, delinquency, violence, and drug abuse

- Prevention of the development, or worsening, of severe behavioral, emotional and developmental problems in children and adolescents by enhancing the knowledge, skills, and confidence of parents
- Improvement in parenting practices and change destructive behaviors
- Reduction and prevention of internalizing and externalizing behaviors in youth
- Increase in parents' use of positive parenting strategies in managing their children's behavior
- Sustain the family's safety network and family's wellbeing
- Reduction and prevention of out-of-home placements
- Reduction of parenting stress associated with raising children
- Promotion of reunification of families with youth in care



EXHIBIT B

BUDGET 2018/2019

Parent Education Services: Proposed Per Service Rate (Operations Expenses), 2018/2019

Contract Year

RFP No. 2017-89

The operating costs portion of the total proposed budget equals \$65,512, with operating costs per-client for each parenting service as follows:

Service	Operating Cost Per-Service Rate	Total Operating
Celebrating Families	\$343	\$16,478
Nurturing Parenting Program	\$334	\$16,050
Supporting Father Involvement	\$332	\$15,919
Parent-Child Interaction Therapy (PCIT)	\$356	\$17,065
Total Operating Costs:	\$341/client	\$65,512

CATEGORY	AMOUNT
Personnel:	
Salaries/ Wages	\$46,653
Benefits:	
FICA/ Medicare	\$3,315
Workers Comp	\$1,000
Health Insurance	\$7,495
Total Personnel:	\$58,463

PROGRAM EXPENSES	AMOUNT
Staff Training & Travel (Conference/Meetings)	\$2,500
Office Supplies/ Consumable Supplies	\$2,400
Computer & Equipment for Program	\$2,149
Total Program Expenses:	\$7,049

INDIRECT COSTS	AMOUNT
State %	\$0
Total Indirect Costs:	\$0

TOTAL REQUESTED BUDGET:	\$65,512
--------------------------------	-----------------

B. Proposed Personnel Detail:

Position	% of Time on Project	Number of Months	Monthly Salary/ Hourly Wages	Salary/ Wages Funds Requested
Program Manager	50% this RFP (100% total)	12	\$3,360 Monthly/ \$21.00 Hourly	\$23,718
Clinician	30%	12	\$5,600 Monthly/ \$35.00 Hourly	\$20,160
Facilitator (MFT Intern)	100%	12	\$0 Monthly/ \$0 Hourly	\$0
Facilitator (MFT Intern)	100%	12	\$1,920 Monthly/ \$12.00 Hourly	\$0
Facilitator (MFT Intern)	100%	12	\$1,920 Monthly/ \$12.00 Hourly	\$0

	FICA, SUI, SDI 7.65%:	\$3,357
	Total Salaries/Wages:	<u>\$47,235</u>
BENEFITS (Health Ins.; Life Ins.; Retirement; Other)		
Health Insurance/ Dental/ Vision/ Life Package) 15%	Total Benefits:	<u>\$7,085</u>
	Workers Comp.	<u>\$1,000</u>
	Total Salaries & Benefits:	<u>\$58,677</u>

C. Proposed Program Supply Detail:

Item	Monthly Cost	Annual Cost	Funds Requested
Consumable Supplies	\$200	\$2,400	\$2,400
Equipment (One-Time) Desks Chairs Computers File Cabinets	N/A	\$1,935	\$1,935
Training	N/A	\$2,500.00	\$2,500.00

Total Amount Requested: \$65,512



BUDGET 2019/2020

Parent Education Services: Proposed Per Service Rate (Operations Expenses), 2019/2020

Contract Year

RFP No. 2017-89

The operating costs portion of the total proposed budget equals \$65,512, with operating costs per-client for each parenting service as follows:

Service	Operating Cost Per-Service Rate	Total Operating
Celebrating Families	\$343	\$16,478
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Total Operating Costs:	\$341/client	\$65,512

CATEGORY	AMOUNT
Personnel:	\$46,653
Salaries/ Wages	
Benefits:	
FICA/ Medicare	\$3,315
Workers Comp	\$1,000
Health Insurance	\$7,495
Total Personnel:	\$58,463

PROGRAM EXPENSES	AMOUNT
Staff Training & Travel (Conference/Meetings)	\$2,500
Office Supplies/ Consumable Supplies	\$2,400
Computer & Equipment for Program	\$2,149
Total Program Expenses:	\$7,049

INDIRECT COSTS	AMOUNT
State %	\$0
Total Indirect Costs:	\$0

TOTAL REQUESTED BUDGET:**\$65,512****B. Proposed Personnel Detail:**

Position	% of Time on Project	Number of Months	Monthly Salary/ Hourly Wages	Salary/ Wages Funds Requested
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FICA, SUI, SDI 7.65%: \$3,357
 Total Salaries/Wages: \$47,235

BENEFITS (Health Ins.; Life Ins.; Retirement; Other)
 Health Insurance/ Dental/ Vision/ Life Package) 15%

Total Benefits: \$7,085
 Workers Comp. \$1,000
Total Salaries & Benefits: \$58,677

C. Proposed Program Supply Detail:

Item	Monthly Cost	Annual Cost	Funds Requested
Consumable Supplies	\$200	\$2,400	\$2,400
Equipment (One-Time) Desks Chairs Computers File Cabinets	N/A	\$1,935	\$1,935
Training	N/A	\$2,500.00	\$2,500.00

Total Amount Requested: \$65,512

Exhibit C

Assurance Of Compliance with the Kings County Human Services Agency For Nondiscrimination In State and Federally Assisted Programs

Contractor agrees that it will comply with Title VI of the Civil Rights Act of 1964 as amended (42 U.S.C. § 2000d *et seq.*); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 701 *et seq.*); the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*); the Food Stamp Act of 1977, and in particular section 272.6; (7 U.S.C. § 2012 *et seq.*); Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131 *et seq.*); Government Code Section 11135 *et seq.*; California Code of Regulations 22 CCR §§ 98000 - 98413; 24 CCR § 3105a(e); the Dymally-Alatorre Bilingual Services Act (Government Code § 7290 *et seq.*) and other applicable federal and state laws, as well as their implementing regulations. Contractor will ensure that employment practices and provision of services under this Agreement are nondiscriminatory, and that no person shall because of race, color, creed, national origin, ethnic group identification, political affiliation, religion, marital status, sex, sexual orientation, age, or physical or mental disability be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination. Contractor shall immediately take any measures necessary to effectuate this Agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and the CONTRACTOR HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the Contractor agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code § 10605, or Government Code §§ 11135-39, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the Contractor directly or through contract, license, or other provider services, as long as it receives federal or state assistance.



Crystal Hernandez
Executive Director

Exhibit D

Office of Management and Budget, (OMB) Super Circular, (2 CFR 200) requirements

The federal Office of Management and Budget, (OMB) Super Circular, (2 CFR 200) requires County to inform Contractor they are a subrecipient of federal grant funds. Having been identified as such (see paragraph Subrecipient), County is required to inform Contractor the following information:

1. CFDA 93.556 and Champions Recovery Alternative Inc.
2. Federal Award Identification Number 1701CAFPSS
3. Federal Award Date 02/23/17
4. Federal Award Period of Performance 2 years
5. Federal Awarding Agency ACF
6. Federal Award Project Description: County administered, state supervised program, PSSF is used to support family preservation and family reunification efforts. In accordance with the federal requirements, counties must spend a minimum of 20 percent of PSSF funds on each of the four program components: Family Preservation Services, Family Support Services, Adoption Promotion and Support Services; and Time- Limited Family Reunification Services.

WHEREAS, the County is hereby awarding the following Federal Funds:

1. \$30,000 of federal funds obligated by this action to subrecipient
2. 10% is the Indirect Cost Rate for Federal Award
3. This is not a Research and Development Award

An award or contract cannot be made to a subrecipient or contractor who has been identified as suspended or debarred in the System for Award Management (SAM).

Additionally the Contractor must:

Contractor must disclose in writing any potential conflict of interest to County. Conflict of interest is any situation where Contractor is unable or appears to be unable to be impartial in conducting an action involving the County. (See paragraph Conflict of Interest)



Crystal Hernandez
Executive Director

Exhibit E

County of Kings

2016 ADA Self-Evaluation

Appendix E.

Kings County ADA Grievance Procedure

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

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

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

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

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

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

Hanford, CA 93230

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

My complaint relates to circumstances that occurred:

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

My complaint is as follows:

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

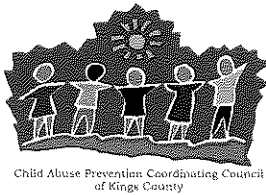


EXHIBIT F

CAPCC End of Year Report

Program Name:	
Is this an Evidence Based Practice or an Evidence Informed Practice?	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> Evidence Based <input type="checkbox"/> Evidence Informed
Name of the evidence based practice.	
How many curriculums is this program offered in?	
Program activity description:	
Is this service provided by one or multiple providers?	
Service provider name:	
Other funding that supports this activity:	
Is there a financial sustainability plan for this program beyond the CAPCC funds?	
Would the county continue to invest in this program without OCAP funds?	
What languages was this program offered?	<input type="checkbox"/> English <input type="checkbox"/> Arabic <input type="checkbox"/> Armenian <input type="checkbox"/> Cambodian <input type="checkbox"/> Cantonese <input type="checkbox"/> Farsi <input type="checkbox"/> Hmong

	<input type="checkbox"/> Korean <input type="checkbox"/> Mandarin <input type="checkbox"/> Punjabi <input type="checkbox"/> Russian <input type="checkbox"/> Spanish <input type="checkbox"/> Tagalog <input type="checkbox"/> Vietnamese <input type="checkbox"/> Sign Language <input type="checkbox"/> Other language(s)	
Do you record demographics data by individuals or by families?	<input type="checkbox"/> Individuals <input type="checkbox"/> Families <input type="checkbox"/> Both	
Children without disabilities	White (Non-Hispanic) Children Served	
	Hispanic or Latino Children Served	
	Black or African American (Non-Hispanic) Children Served	
	Asian Children Served	
	American Indian or Alaska Native Children Served	
	Native Hawaiian or Other Pacific Islander Children Served	
	Two or More Race Children Served	
	Other Children Served	
	Total Number of Individual Children Without Disabilities Service Count	
Children with Disabilities	White (Non-Hispanic) Children Served	
	Hispanic or Latino Children Served	
	Black or African American (Non-Hispanic) Children Served	
	Asian Children Served	

	American Indian or Alaska Native Children Served	
	Native Hawaiian or Other Pacific Islander Children Served	
	Two or More Race Children Served	
	Other Children Served	
	Total Number of Individual Children With Disabilities Service Count	
Parents or Caregivers without Disabilities	White (Non-Hispanic) Parents Served	
	Hispanic or Latino Parents Served	
	Black or African American (Non-Hispanic) Parents Served	
	Asian Parents Served	
	American Indian or Alaska Native Parents Served	
	Native Hawaiian or Other Pacific Islander Parents Served	
	Two or More Race Parents Served	
	Other Parents Served	
	Total Parents or Caregiver Without Disabilities Service Count	
Parents or Caregivers with Disabilities	White (Non-Hispanic) Parents Served	
	Hispanic or Latino Parents Served	
	Black or African American (Non-Hispanic) Parents Served	
	Asian Parents Served	
	American Indian or Alaska Native Parents Served	
	Native Hawaiian or Other Pacific Islander Parents Served	
	Two or More Race Parents Served	

	Other Parents Served	
	Total Parents or Caregiver With Disabilities Service Count	

Please provide any insight into any increase or decrease in service counts compared to last year.

How many parents/caregivers achieved this outcome?

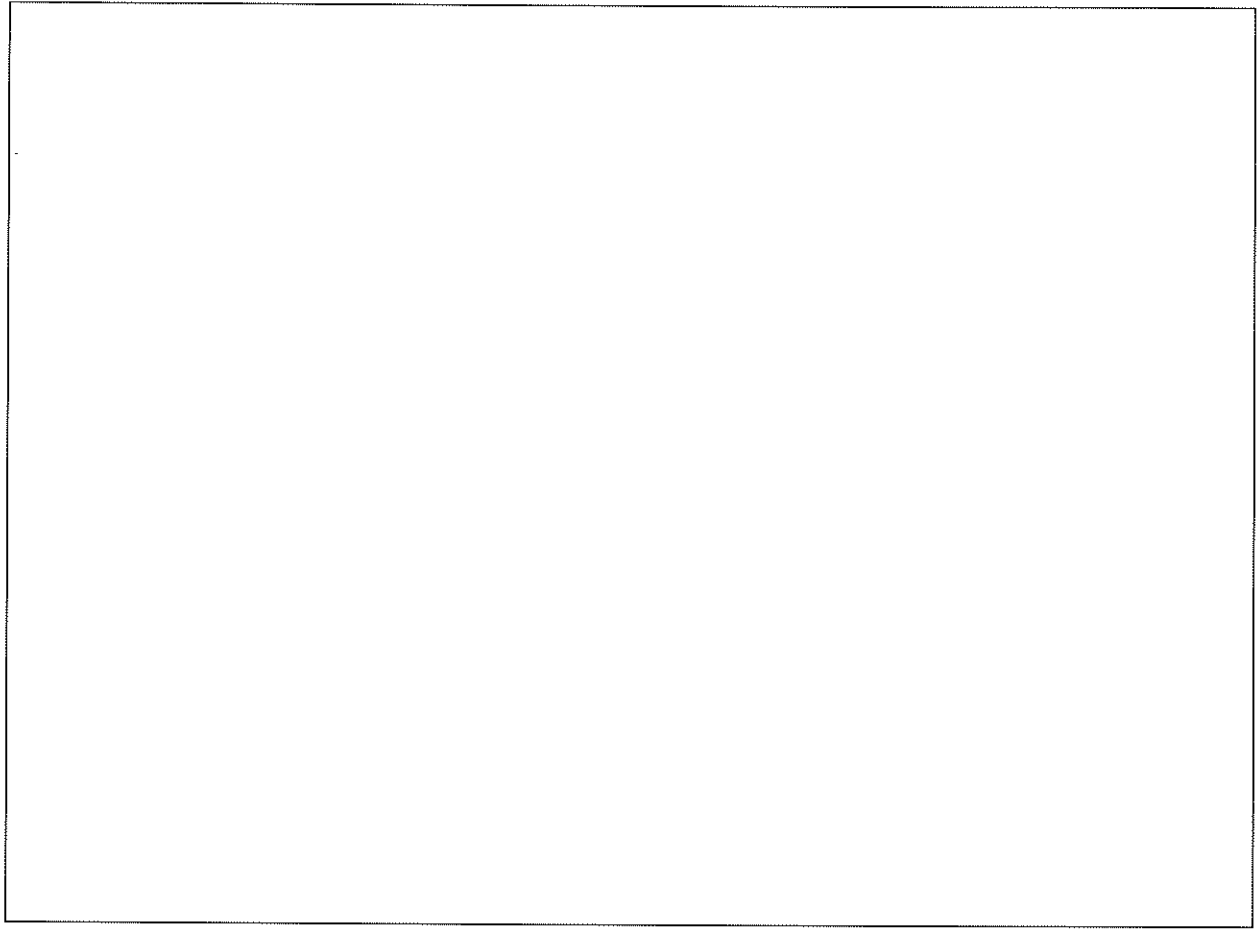
How many children achieve this outcome?

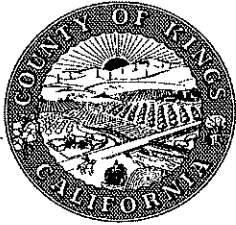
How was this outcome measured? *If measured using a survey please attach a blank copy.*

Did you experience any unexpected challenges with this activity? YES NO If so please share:

Please share one participant success story related to this program. Include client demographics, present issues, and specific success the participant achieve as a result of this program.

Additional comments you would like to share.





COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM

August 21, 2018

SUBMITTED BY: Probation Department – Kelly Zuniga/Leonard A. Bakker II

SUBJECT: MEMORANDUM OF UNDERSTANDING WITH THE KINGS COUNTY SUPERINTENDENT OF SCHOOLS RELATING TO A STUDENT TRANSITION PLANNING POLICY

SUMMARY:

Overview:

Educational services are provided to the Kings County Juvenile Center by the Kings County Office of Education, J.C. Montgomery. The Memorandum of Understanding is to ensure a collaboration of services provided by the Kings County Office of Education; as well as, a seamless transition of in-custody youth to the community with the assistance of the Kings County Probation Department.

Recommendation:

Authorize the Chairman to sign the Memorandum of Understanding between the Kings County Superintendent of Schools and the County of Kings to ensure a collaboration of services and seamless transition of in-custody youth to the community.

Fiscal Impact:

There is no fiscal impact to the County General Fund.

BACKGROUND:

The J.C. Montgomery School Program at the Kings County Juvenile Center complies with the State of California Education Code and the County Office of Education policies. The school program is in compliance with State Corrections Standards Authority Title 15 Section 1370. The Kings County Office of Education is requesting a Memorandum of Understanding relating to a Student Transition Planning Policy as required pursuant to California Assembly Bill 2276. This policy ensures the overall education requirements and needs of the youth while housed in the Kings County Juvenile Center; as well as, once the youth transition outside of the

(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

MEMORANDUM OF UNDERSTANDING WITH THE KINGS COUNTY SUPERINTENDENT OF SCHOOLS RELATING TO A STUDENT TRANSITION PLANNING POLICY

August 21, 2018

Page 2 of 2

facility and returns to the community. The Memorandum of Understanding ensures collaboration between the Kings County Probation Department and the Kings County Office of Education; both entities sharing information working in harmony to provide educational services to youth involved in the criminal justice system. The shared information includes, but not limited to, tentative release dates, dates of birth and community of residence of confined youth, involvement in the Juvenile Transitional Re-Entry Team Meetings, relevant academic information, ongoing and transparent communication, and parental support of the youth.

County Counsel has reviewed and approved this Memorandum of Understanding.

Memorandum of Understanding

Between the Kings County Superintendent of Schools and the County of Kings

Relating to a Student Transition Planning Policy

This Memorandum of Understanding ("MOU") is entered into on this 1st day of July, 2018, by and between the Kings County Superintendent of Schools, a Local Education Agency ("KCOE"), whose principal place of business is 1144 W. Lacey Blvd., Hanford, CA 93230, and the County of Kings, a political subdivision of the State of California ("COUNTY") as represented by its Probation Department ("**Probation**"). The Parties to this MOU may be referred to collectively as the "Parties" or individually as a "Party."

RECITALS

- A. The U.S. Department of Education ("US DOE") and U.S. Department of Justice ("US DOJ") published "Guiding Principles for Providing High-Quality Education in Juvenile Justice Secure Care Settings" ("**Guiding Principles**") in 2014.

The *Guiding Principles* include the following:

- I. A safe, healthy, facility-wide climate that prioritizes education, provides the conditions for learning, and encourages the necessary behavioral and social support services that address the individual needs of all youth, including those with disabilities and English learners.
- II. Necessary funding to support educational opportunities for all youth within long-term secure care facilities, including those with disabilities and English learners, comparable to opportunities for peers who are not system-involved.
- III. Recruitment, employment, and retention of qualified education staff with skills relevant in juvenile justice settings who can positively impact long-term student outcomes through demonstrated abilities to create and sustain effective teaching and learning environments.
- IV. Rigorous and relevant curricula aligned with state academic and career and technical education standards that utilize instructional methods, tools, materials, and practices that promote college and career readiness.
- V. Formal processes and procedures – through statutes, memoranda of understanding, and practices – that ensures successful navigation across child-serving systems and smooth reentry into communities.

- B. California Assembly Bill 2276 ("AB 2276") amended certain sections of the California Education Code and generally requires that a pupil who has had contact with the juvenile justice system be immediately enrolled in a public school and that the county office of education and county probation departments have a "joint transition planning policy" that includes collaboration with

relevant local educational agencies relating to pupils who are being released from juvenile court schools. (Legislative Counsel's Digest)

- C. Parties agree that they share obligations to support students continuing their education after release from juvenile detention, as identified in Education Code Section 48647, and that in performing various duties under this MOU, Probation is performing for both its interests and for the interests of Court Schools. Parties agree that Probation is acting as a school official in performing those duties.
- D. KCOE, in collaboration with Probation, and in consultation with all thirteen (13) school districts in Kings County, are committed to ensuring every student involved in the juvenile justice system retains access to the highest quality, personalized instructional support and service in preparation for college, career, and citizenship.
- E. This joint Student Transition Planning Policy specifically addresses **Section A. Guiding Principle** above and is intended to ensure full compliance with AB 2276 (California Educational Code Sections 48645.5, 48647, 48648, and 49069.5).

AGREEMENT

1. KCOE RESPONSIBILITIES

KCOE agrees to:

- 1.1 Provide select Probation staff and administrators with necessary access to the Juvenile Court School ("JCS") Student Information System – AERIES reports as requested
- 1.2 Identify JCS staff responsible for student/parent transition support for each of the court school programs operated by KCOE.
- 1.3 Provide relevant academic information to Deputy Probation Officers ("DPOs") to ensure they have necessary information to support the return of pupils transitioning from juvenile court schools to public schools in their communities.
- 1.4 Provide ongoing communication to Local Education Agencies ("LEA") and their staff to ensure LEA compliance with AB 2276.
- 1.5 Maintain a list of school district contacts responsible for facilitating student enrollment and placement upon release from court school.
- 1.6 Provide list of school district contacts to Juvenile Court Judges, Minor's counsel, and District Attorney's Office as requested an/or appropriate.
- 1.7 Provide information and support to parents of students enrolled in the juvenile court schools to advise them of their rights regarding re-enrollment in public schools prior to and upon release from a court school.

2. PROBATION RESPONSIBILITIES

Probation agrees to:

- 2.1 Identify Probation staff at each institution school facility responsible for communication student releases to JCS staff.
- 2.2 For all institutional commitment programs, including J.C. Montgomery (“JCM”), provide a weekly spreadsheet that includes each youth’s name, date of birth (“DOB”), community of residence, and anticipated release dates to JCS staff. KCOE transition specialist or administrator participate in pre-release meetings at all commitment program(s) providing Probation staff, youth and participating parents/guardians with updated educational information and an educational transition plan recommendation, including enrollment in a regional area school.
- 2.3 For all Juvenile Hall commitments, Custody Intake will send the daily spreadsheet listing anticipated releases to the JCM School transition specialist or administrator.
- 2.4 Custody Intake will provide JCM staff with a daily release list via an email at midnight in order to capture unexpected releases. DPOs shall track Court ordered students to make sure students enroll in a timely manner, and follow up with students who fail to enroll via a phone call/home call. This is tracked via a spreadsheet that is reviewed weekly. Regional DPOs shall instruct youth upon release to re-enroll in public school or provide a referral to the regional community school if needed.
- 2.5 Contact information will be collected from parents/guardians at the pre-release meetings and will be provided to JCM staff and the assigned area DPO.
- 2.6 Require DPOs to include in the youth’s case plan and /or initial case entry and educational plan within six (6) weeks of receiving a new case. Upon release from a custodial setting, the DPO will facilitate immediate return to/enrollment of the youth to a specific school.
- 2.7 Upon the youth’s release from custody, the DPO will receive confirmation from JCM staff of the youth’s enrollment in school. If not enrolled, the DPO will follow up with the youth, parent and school via phone call/home call.
- 2.8 DPOs will collaborate with JCM staff and provide support to ensure the youth’s educational needs are being met.
- 2.9 DPOs will contact the County’s Foster Care Liaison to address any problematic issues and ensure the transitional plan is being implemented for youth ordered into out of home care.

3. TERM of

The initial term of this MOU shall begin effective July 1, 2018 to June 30, 2019. This MOU shall automatically renew each July 1st and continue in effect for subsequent terms of one year unless either party provides written notice of termination or modifications. Said notice shall be provided within thirty (30) days prior to the end of the term in progress.

4. SEVERABILITY

Should any part, term, portion or provision of this MOU be decided finally to be in conflict with any law of the United States or the State of California, or otherwise unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions shall be deemed severable and shall not be affected thereby, provided such remaining portions or provisions can be construed in substance to constitute the MOU which the Parties intended to enter into in the first instance.

5. ENTIRE AGREEMENT

This MOU is the entire agreement between the Parties and supersedes any and all agreements, either oral or written, between the Parties hereto with respect to the rendering of services by COUNTY and Department and contains all the covenants and agreements between the Parties with respect to the rendering of such services in any manner whatsoever. Each Party to his MOU acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any Party, or anyone acting on behalf of any Party, which is not embodied herein, and that no other agreement, statement, or promise not contained in this MOU shall be valid or binding.

6. COMPENSATION

There is no compensation associated with this MOU and its services.

7. INDEMNIFICATION AND HOLD HARMLESS

7.1. KCOE agrees to indemnify, defend and hold harmless COUNTY and COUNTY's agents, board members, elected and appointed officials and officers, employees, volunteers and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses of whatever kind or nature, which arise out of or are in any way connected with any actor omission of KCOE or KCOE's officers, agents, employees, contractors, subcontractors or any tier, or authorized representative. Without limiting the generality of the foregoing, the same shall include injury or death to any person or persons; damage to any property, regardless of where located, including the property of COUNTY; and any workers' compensation claim or suit arising from or connected with any services performed pursuant to this Agreement on behalf of JCM by any person or entity.

7.2. COUNTY agrees to indemnify, defend and hold harmless KCOE and KCOE's agents, board members elected and appointed officials and officers, employees, volunteers and authorized

representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgements, costs and expenses of whatever kind of nature, which arise out of or are in any way connected with any act or omission of COUNTY or COUNTY's officers, agents, employees, contractors, subcontractors of any tier, or authorized representatives. Without limiting the generality of the foregoing, the same shall include injury or death to any person or persons; damage to any property, regardless of where located, including the property of KCOE; and any workers' compensation claim or suit arising from or connected with any services performed pursuant to this Agreement on behalf of COUNTY by any person or entity.

8. INSURANCE

COUNTY and KCOE represent they are self-insured and will, throughout the term of this Agreement, maintain their insurance programs. County and KCOE warrant that, at all times during the term of this Agreement, both shall have and maintain workers' compensation insurance in compliance with the Labor Code of the State of California.

9. CONSTRUED ACCORDING TO CALIFORNIA LAW

COUNTY and KCOE agree that the provisions of this MOU will be construed accordance with the law of the State of California.

10. NO AUTHORITY TO BIND COUNTY

It is understood that KCOE, in its performance of any and all duties under this MOU, has no authority to bind COUNTY to any agreements or undertakings with respect to any and all persons or entities with whom KCOE deals in the course of its business.

11. TERMINATION AND MODIFICATIONS

This MOU may be terminated by either part for convenience or cause upon thirty (30) days written notice, which shall include the effective date of termination.

This MOU may be modified or amended only by the written agreement of KCOE and COUNTY. No waiver or modification of this MOU or of any covenant, condition or limitation herein contained shall be valid unless in writing and duly executed by KCOE and COUNTY.

12. NONWAIVER

No covenant or condition of this MOU to be performed by KCOE can be waived except by the written consent of COUNTY. Forbearance or indulgence by COUNTY in any regard whatsoever shall not constitute a waiver of any covenant or condition to be performed by KCOE. COUNTY shall be entitled to invoke any remedy available to COUNTY under this MOU or by law or in equity despite any such forbearance or indulgence.

13. INDEPENDENT CONTRACTOR

In the performance of the services under this MOU, KCOE shall be, and acknowledges that KCOE is in fact and law, an independent contractor and not an agent or employee of COUNTY. KCOE has and retains the right to exercise full supervision and control over the manner and methods of providing services to the COUNTY under this MOU. KCOE retains full supervision and control over the employment, direction, compensation and discharge of all persons assisting KCOE in the provision of KCOE's services under this MOU. With respect to KCOE's employees, if any, KCOE shall be solely responsible for payment of wages, benefits and other compensation, compliance with all occupational safety, welfare and civil rights laws, tax withholding and payment of employment taxes whether federal, state or local, and compliance with any and all other laws regulating employment.

14. ASSIGNMENT

KCOE shall not assign any right, title or interest it may acquire by reason of this MOU except after first obtaining the written consent of COUNTY.

15. CONFLICT OF INTEREST

Parties to this MOU have read and are aware of the provisions of Section 1090 et seq. and Section 87100 of the Government Code relating to conflict of interest of public officers and employees. All Parties hereto agree that they are unaware of any financial or economic interest of any public officer or employee of the COUNTY relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, COUNTY may immediately terminate this Agreement by giving written notice thereof. KCOE shall comply with the requirements of Government Code Section 87100 et seq. during the terms of this Agreement.

16. CAPTIONS AND INTERPRETATION

16.1 Paragraph headings in this MOU are used solely for convenience, and shall be wholly disregarded in the construction of this MOU.

16.2 No Provision of this MOU shall be interpreted for or against a Party because that Party or its legal representative drafted such provision, and this MOU shall be construed as if jointly prepared by the Parties

17. TIME OF ESSENCE

Time is hereby expressly declared to be of the essence of this MOU and of each and every provision hereof, and each such provision is hereby made and declared to be a material, necessary and essential part of this MOU.

18. NON-DISCRIMINATION

No Party, or the officers, agents, employees, servants or subcontractors of a Party will discriminate in the treatment or employment of any individual or groups of individuals on the grounds or race, color, religion, national origin, age or sex, either directly, indirectly or through contractual or other arrangements.

19. NOTICES

Any Written communication or notices between the parties shall be addressed to authorized representative as listed below:

To County: Kings County Probation Department
Kelly Zuniga, Chief Probation Officer
1424 Forum Drive
Hanford, CA 93230

To KCOE: Kings County Superintendent of Schools
Carmen Barnhart, Assistance Superintendent of Education Services
1144 E. Lacey Blvd.
Hanford, CA 93230

20. COMPLIANCE WITH LAW

The Parties will observe and comply with all applicable County, state, and federal laws, ordinances, rules, and regulations now in effect or hereafter enacted, each of which are hereby made a part hereof and incorporated herein by reference.

21. CONFIDENTIALITY

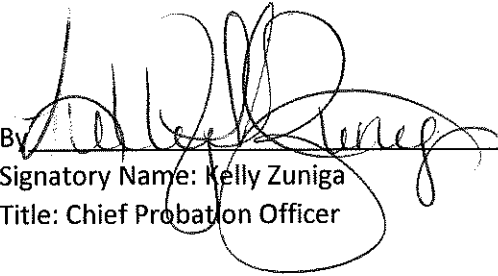
No Party will, without the written consent of the other, communicate confidential information, designated in writing or identified in this MOU as such, to any third party and will protect such information from inadvertent disclosure to any third party in the same manner that they protect their own confidential information, unless such disclosure is required as a component of the duties of the Party under this MOU, or in response to a validly issued subpoena or other process of law. Parties agree that all personally identifiable information about students will be treated as confidential information. If the purpose of this MOU requires COUNTY to further disclose confidential student information outside of County's officers, agents and employees, the information will only be disclosed to a third party pursuant to an existing confidentiality agreement or to a third party otherwise authorized to receive the information and maintain the confidentiality of the information. Upon completion of this MOU, the provisions of this paragraph will continue to survive.

22. SIGNATURE AUTHORITY

Each Party has full power and authority to enter into and perform this MOU, and the person signing this MOU on behalf of each Party has been properly authorized and empowered to enter into this MOU.

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

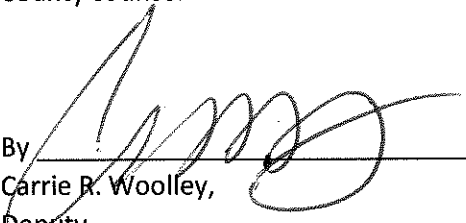
APPROVED AS TO CONTENT
KINGS COUNTY PROBATION DEPARTMENT

By 
Signatory Name: Kelly Zuniga
Title: Chief Probation Officer

COUNTY OF KINGS

By _____
Richard Valle, Chairman,
Kings County Board of Supervisors

APPROVED AS TO FORM
Colleen Carlson,
County counsel

By 
Carrie R. Woolfey,
Deputy

KINGS COUNTY SUPERINTENDENT OF SCHOOLS
Steve Bogan,
Interim Superintendent

By _____
Signatory Name: Carmen Barnhart
Title: Assistant Superintendent of
Education Services



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM August 21, 2018

SUBMITTED BY: Public Works Department – Kevin McAlister/Tim Breshears
SUBJECT: SPECIAL EVENT REQUEST BY BRENDA NAVARRO FOR 21 GUN SALUTE
AT HICKEY PARK
SUMMARY:

Overview:

Brenda Navarro has requested that a 21 gun salute be permitted at Hickey Park on September 8, 2018 at a celebration of life ceremony.

Recommendation:

Authorize the Public Works Director to permit the 21 Gun salute at Hickey Park on September 8, 2018.

Fiscal Impact:

No impact to the General Fund.

BACKGROUND:

The Navarro family has been holding their annual family reunion at Hickey Park for many years and decided this is where they would like to have a celebration of life ceremony in honor of a late family member. Included in the ceremony would be a formal 21 gun salute. County Ordinance states that discharge of a firearm within a County Park is permissible with Board approval. These particular firearms will be shooting blanks and the decibel level will not be such that it would impact the 24 hour decibel standards. Sheriff has requested reasonable notice in order to allow them time to notify various 9-1-1- centers to let them know what is going on. This activity has been reviewed by the Public Works Director, Community Development Agency, and the Kings County Sheriff Department.

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 EQUALIZATION



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

AGENDA ITEM August 21, 2018

SUBMITTED BY: BOARD OF EQUALIZATION

SUBJECT: Application for Changed Assessment – Charles & Jamie Coon
9128 13 ½ Ave, Hanford, CA 93230

RECOMMENDED ACTION: Hold an Appeal Hearing on Application No. 17-006

DISCUSSION:

The applicants were sent a hearing notice on July 2, 2018 notifying them of the hearing on August 21, 2018, at 2:00 p.m. for Application No. 17-006. The agenda was completed on August 17, 2018 and subsequently posted for review. A copy of all letters, correspondence and certified mail receipts are attached for your convenience. The County Counsel's office has prepared a hearing brief which is also attached to your packet.

BOARD ACTION

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

CATHERINE VENTURELLA, Clerk to the Board of Equalization

By: _____, Deputy

cc: Assessor
County Counsel
Applicant