



# Kings County Board of Supervisors

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

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

## *Agenda* September 17 & 18, 2018

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

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

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

### Special Meeting

#### Monday, September 17, 2018

- I 9:30 AM** CALL TO ORDER  
ROLL CALL – Clerk of the Board
- II 9:30 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 9:35 AM** A. CLOSED SESSION  
INTERVIEWS – DIRECTOR OF FINANCE  
[Govt. Code Section 54957]
- IV** B. ADJOURNMENT  
The next regularly scheduled meeting is scheduled for September 18, 2018, at 9:00 a.m.

## Regular Meeting

Tuesday, September 18, 2018

- I 9:00 AM CALL TO ORDER**  
**ROLL CALL – Clerk of the Board**  
**INVOCATION – Joanne Hawkins – Kings County Grand Jury**  
**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: September 11, 2018**
- B. Health Department:**
1. Consider authorizing the Chairman to sign an Agreement with California State University, Fresno for clinical and technical internships.
  2. Consider authorizing the closure of the Health Department offices on Thursday, October 18, 2018 and waiving the \$8.00 administrative fee for a flu shot point of distribution clinic in Lemoore.
- C. Sheriff's Office:**  
Consider authorizing the Chairman to sign an Agreement with Hanford Joint Union High School District for providing educational programs to Kings County Jail inmates effective retroactively from July 1, 2018 through June 30, 2020.
- D. Administration:**
1. Consider denying the claim for damages filed by Antonio Diaz Catarino and directing County Counsel to advise the claimant of the action.
  2. Consider authorizing the County Administrative Officer to sign an Agreement with Brent Woodward for legal representation of indigent legal services, juvenile dependency and Lanterman Petris Short Act "LPS" Conservatorship effective September 24, 2018 through June 30, 2019.
  3. Consider authorizing the Clerk of the Board to sign the budget appropriation and transfer form in order to complete the Assembly Bill 900 Phase II required audit. **(4/5 vote required)**
- IV 9:10 AM REGULAR AGENDA ITEMS**
- A. Behavioral Health Department – Lisa Lewis/Katie Arnst**  
Consider adopting a Resolution which authorizes the Behavioral Health Director to sign a letter of interest and to serve as the primary contact for Kings County's participation in the Homeless Mentally Ill Outreach and Treatment Program.
- 9:15 AM B. Job Training Office – Lance Lippincott**  
Consider accepting the 2018 Comprehensive Economic Development Strategy Annual Report and directing staff to forward the report to the Economic Development Administration.
- 9:20 AM C. Public Works Department – Kevin McAlister/Rhonda Mann**  
Consider accepting the bid from VSS Emultech for asphaltic emulsion of County road projects and authorizing the Purchasing Manager to sign the purchase order.

**9:25 AM D. Administration – Rebecca Campbell/Roger Bradley**  
Consider adopting a Resolution approving the Final Fiscal Year 2018-2019 Kings County Budget.

**V 9:30 AM 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).*

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

**VI 9:35 AM F. CLOSED SESSION**

- ◆ **Litigation initiated formally.** The title is: *Administrative Proceedings before the California Public Utilities Commission between the California High Speed Rail Authority and County of Kings re Grade Separation Applications A1802018, A1802017, A1805020 and A1806017.* [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*
- ◆ **Personnel Matters:** [Govt. Code Section 54957]  
*Public Employment:*  
*Title: County Counsel*
- ◆ **Conference with Real Property Negotiator** [Govt. Code Section 54956.8]  
Property: 501 E. Kings St., Avenal, CA (APNs 040-165-007, 040-165-011, 040-165-012)  
Negotiating Parties: Rebecca Campbell for County  
Under Negotiation: Terms and conditions of potential purchase.

**VII 10:00 AM G. PUBLIC HEARING**

**Community Development Agency – Greg Gatzka/Kao Nou Yang**

Conduct a public hearing adopting Resolution that will accomplish the following:

- a) Find that the rescission and creation of the Land Conservation “Williamson Act” contract is categorically exempt from review under the California Environmental Quality Act (CEQA) Guidelines Section 15317.
- b) Partially rescind Williamson Act Contract Number 326 and simultaneously enter into a new Land Conservation Williamson Act Contract Number 2094 and authorize the Chairman to sign the contract on behalf of the County.
- c) Make certain findings pertaining to California Government Code Section 51257.
- d) Direct the Community Development Agency to complete the administrative requirements, recordings and make the required notices to property owners, County departments and State agencies.

**VIII**

**H. ADJOURNMENT**

The next regularly scheduled meeting is scheduled for Tuesday, September 25, 2018, at 9:00 a.m.

***FUTURE MEETINGS AND EVENTS***

September 25	9:00 AM	Regular Meeting
September 25	11:00 AM	California Public Finance Authority Regular Meeting
September 25	1:30 PM	Kings County Housing Authority Board of Directors Regular Meeting
September 25	2:00 PM	Kings In-Home Supportive Services Board Regular Meeting
October 2	9:00 AM	Regular Meeting
October 9	9:00 AM	Regular Meeting
October 9	11:00 AM	California Public Finance Authority Regular Meeting
October 16	9:00 AM	Regular Meeting
October 23	9:00 AM	Regular Meeting
October 23	11:00 AM	California Public Finance Authority Regular Meeting
October 23	1:30 PM	Kings County Housing Authority Board of Directors Regular Meeting
October 23	2:00 PM	Kings In-Home Supportive Services Board Regular Meeting
October 30	9:00 AM	Regular Meeting
October 30	11:00 AM	Judging for County Office Halloween Decoration Contest (Tentative-subject to Board Schedule)
October 31	3:00 PM	County Employee Halloween Costume judging contest

*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.*



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## *Action Summary* September 11, 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 – Dr. Tony Winterowd - First Presbyterian Church, Hanford

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.*

**Kathy Ciuffini, Deputy District Attorney introduced Michelle Kubik new attorney in the District Attorney's office.**

**Gloria Mesa, SEIU member and Kings In-Home Supportive Services provider asked the Board to make the IHSS program a priority in Kings County.**

**Salvador Rocill, SEIU member and Kings In-Home Supportive Services provider asked the Board to make the IHSS program a priority in Kings County.**

**Julie Jimenez, SEIU member and Kings In-Home Supportive Services provider asked the Board to make the IHSS program a priority in Kings County.**

**Lynn Russo, SEIU member and Kings In-Home Supportive Services provider asked the Board to make the IHSS program a priority in Kings County.**

**Erica Lopez, SEIU member and Kings In-Home Supportive Services provider asked the Board to make the IHSS program a priority in Kings County.**

**Lisa Flores, SEIU member and Kings In-Home Supportive Services provider asked the Board to make the IHSS program a priority in Kings County.**

**Sandra Vega, SEIU member and Kings In-Home Supportive Services provider asked the Board to make the IHSS program a priority in Kings County.**

**Robert Garcia, SEIU member and Kings In-Home Supportive Services provider asked the Board to make the IHSS program a priority in Kings County.**

**Juana Maria Pena, SEIU member and Kings In-Home Supportive Services provider asked the Board to make the IHSS program a priority in Kings County.**

**Roberto Corona, SEIU member and Kings In-Home Supportive Services provider asked the Board to make the IHSS program a priority in Kings County.**

**Gloria Velaz , SEIU member and Kings In-Home Supportive Services provider asked the Board to make the IHSS program a priority in Kings County.**

**Esperanza Vallesteros, SEIU member and Kings In-Home Supportive Services provider asked the Board to make the IHSS program a priority in Kings County.**

**Maria (no last name given), SEIU member and Kings In-Home Supportive Services provider asked the Board to make the IHSS program a priority in Kings County.**

**Maria Lopez, SEIU member and Kings In-Home Supportive Services provider asked the Board to make the IHSS program a priority in Kings County.**

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

**III B 3**

**CONVENE AS THE BOARD OF EQUALIZATION**

Consider accepting a Stipulation on Application for Changed Assessment No. 17-002 filed by Reddy, Hanumandla Family Rev. Trust.

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

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

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

**IV B 4**

**CONSENT CALENDAR**

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

**A. Approval of the Minutes: August 28, 2018**

**B. Behavioral Health Department:**

1. Consider adopting a Resolution proclaiming the month of September 2018 as Recovery Month in Kings County to promote the prevention and treatment of mental illness and/or substance abuse disorders. **[Reso18-056]**
2. Consider adopting a Resolution proclaiming the week of September 10-16, 2018 as Suicide Prevention Week in Kings County to increase public awareness. **[Reso 18-057]**

**THE BOARD ALLOWED STAFF TO DISCUSS THESE ITEMS ON THE CONSENT CALENDAR.**

**C. Department of Finance:**

Consider adopting a Resolution establishing property tax rates for Fiscal Year 2018-2019. **[Reso 18-058]**

**D. Human Services Agency:**

Consider authorizing the Chairman to sign an amendment to Agreement No. 14-001.1 with Kings View for the Supportive and Therapeutic Options Program for an extended period from July 1, 2018 to September 30, 2018. **[Agmt 14-001.4]**

**CONSENT CALENDAR CONTINUED**

**E. Job Training Office:**

1. Consider authorizing the Chairman to sign an Agreement for Special Services with ProPath, Inc. to serve as the Workforce Innovation and Opportunity Act One-Stop Operator in Kings County. [Agmt 18-089]
2. Consider authorizing the Chairman to sign an Agreement with the Department of Rehabilitation for infrastructure contributions to the One-Stop Delivery System in Kings County. [Agmt 18-090]

**F. Probation Department:**

Consider authorizing the Chairman to sign the Probation Department's application for discharge from accountability for the collection of delinquent court-ordered criminal fines, fees, penalties, assessments and electronic monitoring fees due to the age of debt or due to the death of the account holder.

**G. Public Works Department:**

1. Consider accepting the bid from Ernest Packaging for Countywide custodial supplies and authorizing the Purchasing Manager to sign the purchase order.
2. Consider authorizing the Building Maintenance Superintendent to sign Agreements with Proteus, Inc. for acceptance of temporary workers to aid in the Building Maintenance Division.
3. Consider authorizing the Chairman and the Clerk of the Board to sign the Deferred Improvement Agreement for In Lieu Parcel Map No. 18-06. [Agmt 18-091]

**H. Sheriff's Office:**

Consider authorizing the Sheriff's Office to allow the Detentions Deputy Association to purchase Darrel Oliveira's service handgun as a retirement gift, approving the purchase of a Glock model 22, .40 caliber handgun as a replacement and authorizing the Clerk of the Board to sign the budget appropriation and transfer form. (4/5 vote required)

**I. Administration:**

Consider authorizing the County Administrative Officer to sign a Misdemeanor Agreement with Jeffrey Boggs for legal representation of the indigent accused effective September 1, 2018 through June 30, 2019.

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

**V**

**REGULAR AGENDA ITEMS**

**B 5**

**A. Public Works Department – Kevin McAlister/Dominic Tyburski**

Consider authorizing the Chairman to sign the Notice of Completion for the Kansas Avenue and BNSF Railway At-Grade Crossing Intersection Enhancements project to provide notice to interested parties that the work has been completed.

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

**B 6**

**B. Administration – Rebecca Campbell**

Consider making two appointments to the Behavioral Health Advisory Board.

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

**VI B 7**

**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).*

**Supervisor Pedersen stated that he was the Master of Ceremonies for the Lemoore Chamber Salute to Agriculture on September 7, 2018 and attended the Surf Ranch Pro events in Lemoore on September 7-9, 2018.**

**Supervisor Verboon stated that he attended the Surf Ranch Pro events in Lemoore on September 7-9, 2018.**

**Supervisor Fagundes stated that he attended the Lemoore Chamber Salute to Agriculture on September 7, 2018.**

Supervisor Neves stated that he attended the Kings Waste & Recycling Authority meeting on August 28, 2018, attended the West Hills College Sports volleyball game, attended the City/County Coordinating meeting hosted by the City of Hanford on August 29, 2018, cooked for the Akers School fundraiser on August 30, 2018, attended the Tachi Palace blood drive on August 31, 2018, attended the Rock & Mineral Show at the Hanford Civic Auditorium on September 1-2, 2018, attended the CalViva Health Public Policy meeting in Madera on September 5, 2018, attended the Madera County Fair to watch the grandkids show their animals, attended the Lemoore Chamber Salute to Agriculture on September 7, 2018 and attended the Lemoore High School bond meeting on September 10, 2018.

Supervisor Valle stated that he went to the Central Coast for vacation last week and stated that Jose Ramirez Title Fight will be held in Fresno on September 15, 2018.

- ◆ Board Correspondence: Rebecca Campbell stated that the staff at Surf Ranch asked her to extend their thank you to all the County staff that helped with the Surf Ranch Pro events on September 7-9, 2018. She stated that the California Water Public Workshop on October 4-5, 2018 at Redding City Hall concerning Joint Triennial Review of the Water Quality Control Plans for the Sacramento River, San Joaquin River Basins and Tulare Lake Basin.
- ◆ Upcoming Events: Rebecca Campbell stated that Jose Ramirez Title Fight will be held on September 15, 2018, the Kings County Job Fair will be held on September 13, 2018 at the Civic Auditorium, the Commission on Aging Let's Recycle for Seniors program with proceeds helping local seniors and the Picnic in the Park at Burris Park will be held on September 21, 2018, Recovery Festival is set for September 29, 2018, CASA of Kings County will hold their annual Light of Hope Benefit event at Hanford Civic Auditorium on September 29, 2018, Kings County Homecoming Pioneer days are set for September 17-22, 2018, Kettleman City public safety event will be held on October 11, 2018, the Lisa Project interactive exhibit will be held on October 19, 2018 in the Administration building multipurpose room, Kings County Farm Bureau 100 year event will be held at Tachi Palace on October 19, 2018, Links for Life Pink Passion Picnic male fashion show will be held on October 24, 2018, Kings County Health Department flu clinics will be held on October 11, 2018 at Kettleman City Park and in Hanford on October 25, 2018 at Alma's Flea Market and on October 4, 2018 at Stratford Family Resource Center.
- ◆ Information on Future Agenda Items: Rebecca Campbell stated that the following items would be on a future agenda: FY 2018/2019 County Final Budget Resolution, Probation Department contract with Champions and Behavioral Health for Samuel's House and Day Reporting Center, contracts with Administration, Behavioral Health, Sheriff's Department will bring a contract with the California Department of State Hospitals for jail based competency program for the jail's new mental health unit, Human Resources Service awards for Kings County Employees throughout the month of October, Notice of Completion for Bush Construction for the Jail Phase III project and a study session on the Kings Waste & Recycling Authority operations.

## VII B 8

### D. CLOSED SESSION

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

**REPORT OUT: Rebecca Campbell, County Administrative Officer stated that the Board took no reportable action in closed session today.**

**VIII B 9**

**E. PUBLIC HEARING**

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

Conduct a public hearing under the requirements of the Tax Equity and Fiscal Responsibility Act (TEFRA) and the Internal Revenue Code of 1986 and consider adopting a Resolution approving the tax-exempt financing and issuance of obligations by the California Public Finance Authority for financing or refinancing the acquisition and construction of education facilities for Laverne Elementary Preparatory Academy Foundation. **[Reso 18-059]**

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

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

**B 10**

**F. PUBLIC HEARING**

**Public Works Department – Kevin McAlister/Dominic Tyburski**

Conduct a public hearing to receive comments regarding the proposed removal of one crosswalk on 21<sup>st</sup> Avenue north of Grangeville Boulevard and consider directing Public Works staff to leave the existing crosswalk in place.

**Supervisor Valle opened the public hearing, testimony was received from: Charlotte Hinds, Island School Superintendent and Brandon Jones, Kings County resident and the public hearing was closed.**

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

**IX B 11**

**G. ADJOURNMENT**

The next regularly scheduled meeting is scheduled for Tuesday, September 18, 2018, at 9:00 a.m.

**X 11:00 AM**

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

***FUTURE MEETINGS AND EVENTS***

September 18	9:00 AM	Regular Meeting
September 25	9:00 AM	Regular Meeting
September 25	11:00 AM	California Public Finance Authority Regular Meeting
September 25	1:30 PM	Kings County Housing Authority Board of Directors Regular Meeting
September 25	2:00 PM	Kings In-Home Supportive Services Board Regular Meeting
October 2	9:00 AM	Regular Meeting
October 9	9:00 AM	Regular Meeting
October 9	11:00 AM	California Public Finance Authority Regular Meeting
October 16	9:00 AM	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 September 18, 2018

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

**SUBJECT:** AGREEMENT WITH CALIFORNIA STATE UNIVERSITY, FRESNO FOR  
CLINICAL AND TECHNICAL INTERNSHIPS

**SUMMARY:**

**Overview:**

This agreement allows for nursing students and environmental health students at California State University, Fresno (Fresno State) to gain experience in public health through internships within the Health Department. Students are enrolled in degree programs at Fresno State. The term of the Agreement will commence upon signing not to exceed three years.

**Recommendation:**

Authorize the Chairman to sign the agreement between County of Kings and California State University, Fresno.

**Fiscal Impact:**

There is no direct cost to the County associated with the recommended action.

**BACKGROUND:**

This is a continuation of a ten year contractual relationship between County of Kings and Fresno State for nursing and environmental health student internships, which allows students to gain practical learning experiences required in their course curriculum. Through this program the Public Health Department gains recruitment opportunities with graduating and employable students as well as promotion of our local public health efforts. Nursing, clinical, and other professional staff will supervise students during their scheduled allotted time at the Public Health Department.

(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 CALIFORNIA STATE UNIVERSITY, FRESNO FOR CLINICAL AND TECHNICAL INTERNSHIPS**

**September 18, 2018**

**Page 2 of 2**

Students from these programs initially begin by shadowing Public Health employees for short periods of time, up to three weeks. Later, as they progress through their respective educational processes, students can return for more intensive hands-on rotations and can even begin to provide services as part of their rotation. These more intensive rotations can even include advanced educational processes at the graduate level and can include the design of future public health programs. No funds are exchanged. County Counsel has reviewed and approved this agreement.

**AGREEMENT BETWEEN THE COUNTY OF KINGS  
AND THE TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the County of Kings ("County"), a political subdivision of the state of California, and Trustees of the California State University ("Trustees") on behalf of California State University, Fresno, ("Contractor") with respect to the following recitals:

WHEREAS, the Trustees have created Nursing and Environmental Health education programs for the university and such programs require clinical experience and the use of facilities for Contractor's student interns ("Interns"); and

WHEREAS, Contractor requires facilities where Interns can obtain the practical learning experience required in their course curriculum; and

WHEREAS, the County's Department of Public Health has the setting and facilities needed by Interns as part of their practical learning experience; and

WHEREAS, it is to the mutual benefit of the parties hereto that students of the Contractor's Nursing and Environmental Health use the facilities of the County's Public Health Department for their field experience.

NOW, THEREFORE, it is agreed as set forth below.

1. COUNTY OBLIGATIONS:

a. The County shall accept Interns designated by Contractor for a designated period of time for observational experience and supervised training. The length of the internships and the number of interns shall be as agreed upon between the respective representatives of the parties.

b. The County shall provide suitable practical experience situations as prescribed by Contractor's curriculum and objectives. In no case shall Interns replace regular staff and shall not render patient/client care and/or services except as identified for educational value as part of a supervised program.

c. No monetary payment shall be made by the County to the Interns in compensation for their services, nor shall any payments be made to the County by Contractor in compensation for Intern participation in the training program.

d. The County shall recommend to Contractor the withdrawal of Contractor

Interns if: (1) the achievement, progress, adjustment or health of the Interns does not warrant a continuation at the County, or (2) the behavior of the Interns fails to conform to the applicable regulations of the County. The County shall assist Contractor, if necessary, in implementing this recommendation.

e. The County reserves the right, exercisable in its discretion after consultation with Contractor, to exclude any Intern from its premises in the event that such Intern's conduct or state of health is deemed objectionable or detrimental.

f. The County shall maintain sufficient and qualified supervisory and staff personnel in the Public Health Department's divisions where Interns may be assigned for instruction and practice, recognizing that the care of the patient and the provision of environmental health services are the legal responsibility of the County.

g. The County shall permit use of appropriate instructional materials and use of the County Public Health Department's educational resources by Interns and instructors to provide an orientation for students and instructors new to the internship.

h. The County shall participate in evaluation of student performance only as agreed upon by instructor and Contractor.

1. Maintain the County facilities used for the field experience in such a manner that said facilities shall conform to all requirements of applicable state boards and California law.

j. Assure that staff is adequate in number and quality to insure safe and continuous management of the student program in cooperation with the field coordinator.

k. Provide instructors, when applicable, and Interns taking part in the field experience, whenever possible, with the following:

1. A conference-type space suitable furnished for small groups.
2. A storage area for instructional materials.
3. Access for each instructor to the medical library.
4. A lecture room equipped with desks and chairs.
5. Field transportation, if appropriate.
6. Lockers for each instructor.
7. Other incidentals that may be mutually agreeable.

i. Provide emergency first aid for any Intern who becomes sick or injured by

conditions arising out of or in the course of said Intern's participation in the field experience at the County. Provide medical examinations or other protective measures that may be required by the County in addition to the health examination provided by Contractor.

m. Permit and encourage members of the resident staff and attending medical staff of the County to participate in the instructional phase of the field experience.

n. Permit the County's designated personnel to attend meetings of Contractor's Faculty, or any committee thereof, to coordinate the field experience program provided for under this Agreement.

2.CONTRACTOR OBLIGATIONS:

a. Contractor shall provide the County with an annual description of the internship program, curriculum, and objectives to be achieved at the County as well as information regarding the need for orientation of new instructors at least one month prior to the beginning of the field experience. Contractor shall additionally provide the County with a list of names and phone numbers of instructor(s) and Interns.

b. Contractor shall require all Interns to abide by the policies of the County while using its facilities. Interns shall be expected to conduct themselves in a professional manner, wear appropriate attire, and their appearance shall conform to the accepted standards of the County.

c. Contractor shall prohibit the dissemination by any Intern of any documents acquired in connection with this Agreement without the approval of the County.

d. Contractor shall be responsible for the instruction and supervision of Interns unless otherwise specifically arranged.

e. Establish a rotational plan for the field experience by mutual agreement between the County's Superintendent and the Contractor's Coordinator or their duly authorized representative(s).

f. Supervise all instruction and field experience given at the County to the assigned Interns and provide the necessary instructors for the field experience program provided for under this Agreement.

g. Keep all attendance and academic records of Interns participating in the program.

h. Certify to County at the time each Intern first reports at County to

participate in said program that said Intern will comply with the Health Plan for Students.

i. Require Contractor's instructors to notify County's in advance of:

1. Intern schedules.
2. Placement of Interns in field assignments.
3. Changes in field assignments.

j. In consultation and coordination with the County's staff arrange for periodic conferences between appropriate representatives of Contractor and County to evaluate the field experience of the program.

k. Provide and be responsible for the care and control of the Contractor's educational supplies, materials and equipment used for instruction during said program.

l. Distribute to each Intern a statement which explains the hazards of drug abuse in the profession.

3.TERM:

This Agreement shall commence upon the signature of the parties and shall terminate on June 30, 2021.

4.NO AGENCY:

In the performance of the services herein provided for, Contractor, its Interns shall be, and are independent contractors and are not agents or employees of the County.

5.INDEMNIFICATION:

a. Contractor agrees to indemnify, defend and hold harmless County and its affiliates, members of its Board of Supervisors, officers, agents, and employees, against all claims, demands, damages, costs, expenses of whatever nature, including court costs and reasonable attorney's fees, arising out of or resulting from Contractor's sole negligence, or in proportion to the Contractor's comparative fault.

b. County agrees to indemnify, defend, and hold harmless Contractor and its affiliates, directors, Trustees, officers, agents, and employees, against all claims, demands, damages, costs, expenses of whatever nature, including court costs and reasonable attorney's fees, arising out of or resulting from County's sole negligence, or in proportion to the County's comparative fault.

6.INSURANCE:

a. Contractor and each Intern shall obtain Commercial General Liability Insurance

from an insurance carrier authorized to transact business in the State of California, and maintain continuously during the term of this Agreement, including coverage for owned and non-owned automobiles, and other insurance necessary to protect the County and the public with limits of liability not less than \$1,000,000 per occurrence and an aggregate of \$3,000,000.

b. Contractor shall not employ any person under this Agreement, nor assign any Intern to work on County premises, without providing proof to the County that Contractor or the Intern has obtained worker's compensation insurance as required by law.

c. Each Intern and employee of Contractor who is participating in the field program at County facilities shall obtain their own professional liability insurance (errors and omissions) coverage in the amount of \$1,000,000.

d. Insurance shall not be reduced or canceled during the term of this Agreement. All insurance (except worker's compensation and professional liability) shall include an endorsement or an amendment to the policy of insurance which names the County of Kings, its elected officials, officers, employees, agents and volunteers as an additional insured and provides that coverage shall not be reduced or canceled without thirty (30) days written prior notice to the County. If the endorsement or amendment does not reflect the limits of liability provided by the policy of insurance, Contractor shall provide County a certificate of insurance reflecting those limits. Contractor shall also include an endorsement evidencing its waiver of its subrogation rights for workers' compensation coverage.

e. Contractor shall deliver to the Kings County Administrative Office an endorsement or amendment of all required policies of insurance as evidence of insurance protection prior to the commencement of any work under this Agreement.

#### 7. CONFIDENTIALITY:

During the term of this Agreement, Contractor and Contractor's Interns may have access to information that is confidential or proprietary in nature. Both parties agree to preserve the confidentiality of and to not disclose any such information to any third party without the express written consent of the other party or as required by law. This provision shall survive the termination, expiration or cancellation of the Agreement.

All information and records obtained in the course of providing services under this Agreement shall be confidential and Contractor shall comply and ensure Contractor's Interns comply with State and Federal requirements regarding confidentiality of patient information



(including but not limited to Section 5328 of the Welfare and Institutions Code, and Title 45, Code of Federal Regulations, section 205.50 for Medi-Cal-eligible patients). All applicable regulations and statutes relating to patients' rights shall be adhered to. This provision shall survive the termination, expiration or cancellation of this Agreement.

Contractor shall ensure that all Interns, staff, and instructors entering upon the County Public Health Department's premises for purposes under this Agreement shall complete the County's Confidentiality Statement in compliance with the Federal Health Insurance Portability and Accountability Act (HIPAA).

**8. TERMINATION:**

Either party shall have the right to terminate this Agreement at any time by giving the other party sixty (60) days prior written notice specifying the date of termination. However, any such termination by the County shall not be effective, at the election of Contractor, as to any Intern who at the date of mailing of said notice by the County was participating in the internship program until such Intern has completed the program for the then academic year. The County may terminate this Agreement immediately if Contractor fails to perform the covenants herein at the time and in the manner herein provided.

**9. NOTICE:**

Any notice to be given hereunder shall be written and given either by personal delivery or by first class mail, postage prepaid, and addressed as follows:

**COUNTY:**

County of Kings  
Department of Public Health  
330 Campus Drive  
Hanford, California 93230

**CONTRACTOR:**

California State University, Fresno  
Procurement & Support Services  
5150 N. Maple Ave., M/S JA111  
Fresno, CA 93740-8026

**10. ASSIGNMENT:**

Contractor shall not assign this Agreement, or any part thereof, without the prior written consent of the County.

**11. RECORDS AND INSPECTIONS:**

Contractor agrees to make available upon reasonable notice to the County, its books, records, documents, and any and all other evidence of all work or services performed or accounting of costs or expenses incurred in the performance of this Agreement, for inspection,

examination and copying at all reasonable times, at Contractor's place of business, or other mutually agreeable location in California. Contractor agrees to organize and maintain in accordance with general business standards any and all pertinent books and records pertaining to the goods and services furnished under the terms of this Agreement.

12.CONFLICT OF INTEREST:

Contractor agrees that all reasonable efforts shall be taken to ensure that no conflict of interest exists between its officers, Trustees, agents or employees in the performance required under this Agreement. Contractor shall prevent employees, Trustees, consultants or members of governing bodies from using their position for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.

13.NON-DISCRIMINATION:

In performing under this Agreement, Contractor shall not discriminate against any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age or sexual orientation.

14.USE OF COUNTY PROPERTY:

Contractor shall not use County premises, property (including equipment, instruments and supplies), or personnel for any purpose other than in the performance of obligations under this Agreement.

15.SEVERABILITY:

If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall be in full force and effect.

16. INTEGRATION:

This Agreement represents the entire understanding of the County and Contractor as to those matters contained herein and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument, signed by both the County and Contractor.

17.FORUM:

This Agreement shall be administered and interpreted under the laws of the State of California. Venue for any litigation arising from the Agreement shall be in the Superior Court of

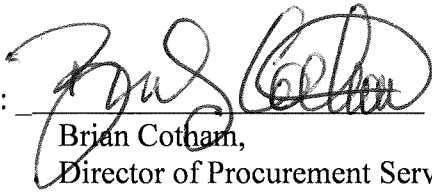
the State of California in Kings County, California.

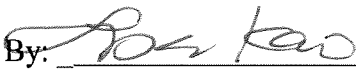
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COUNTY OF KINGS

CONTRACTOR

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

By:   
Brian Cotham,  
Director of Procurement Services

By:   
Lisa Kao, Risk Manager

ATTEST:  
Clerk of the Board of Supervisors

APPROVED AS TO FORM:  
Colleen Carlson, County Counsel

By: \_\_\_\_\_  
Catherine Venturella

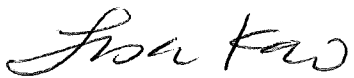
By: \_\_\_\_\_  
Juliana F. Gmur,  
Assistant County Counsel

SELF-INSURED WORKERS' COMPENSATION  
WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by our program of self-insurance for Workers' Compensation. We will not enforce our right against the County of Kings. This agreement/endorsement shall not operate directly or indirectly to benefit anyone other than the County of Kings. This agreement/endorsement is effective on the date issued. We affirm that the undersigned has the authority to bind the entity listed below.

California State University, Fresno

By:



\_\_\_\_\_  
Lisa Kao  
Director, EHS and Risk Management

\_\_\_\_\_  
8/27/18

<b>CERTIFICATE OF COVERAGE</b>		DATE (MM/DD/YYYY) 8/30/2018
<b>PRODUCER</b>  Alliant Insurance Services, Inc. 100 Pine Street, 11th Floor San Francisco CA 94111	<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF EVIDENCE ONLY AND CONFERES NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE MEMORANDUM(S) OF COVERAGE BELOW.</p> <p>THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING COVERAGE PROVIDER, AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</p> <p>IMPORTANT: IF THE CERTIFICATE HOLDER IS AN ADDITIONAL COVERED PARTY, THE MEMORANDUM OF COVERAGE MUST BE ENDORSED. A STATEMENT ON THIS CERTIFICATE DOES NOT CONFER RIGHTS TO THE CERTIFICATE HOLDER IN LIEU OF SUCH ENDORSEMENT(S).</p> <p>IMPORTANT: IF SUBROGATION IS WAIVED, SUBJECT TO THE TERMS AND CONDITIONS OF THE MEMORANDUM(S) OF COVERAGE AN ENDORSEMENT MAY BE REQUIRED. A STATEMENT ON THE CERTIFICATE DOES NOT CONFER RIGHTS TO THE CERTIFICATE HOLDER IN LIEU OF SUCH ENDORSEMENT(S).</p>	
<b>NAMED COVERED PARTY</b>  CSU, Fresno 2311 East Barstow Ave Fresno CA 93740-8004	<b>PROGRAM AFFORDING COVERAGE</b> <b>A:</b> CSURMA <b>B:</b> <b>C:</b>	

**COVERAGES**

THIS IS TO CERTIFY THAT THE COVERAGE IS AFFORDED TO THE ABOVE NAMED MEMBER, AS PROVIDED BY THE MEMORANDUM(S) OF COVERAGE, FOR THE PERIOD SHOWN BELOW, NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE PROGRAM DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUM(S) OF COVERAGE. THE FOLLOWING COVERAGE IS IN EFFECT.

JPA LTR	TYPE OF COVERAGE	MEMORANDUM NUMBER	COVERAGE EFFECTIVE DATE (MM/DD/YY)	COVERAGE EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	<b>GENERAL LIABILITY</b>	CSURMA-LIAB-1819	7/1/2018	7/1/2019	EACH OCCURRENCE	\$ 2,000,000
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXPENSE (Any one person)	\$
	<input checked="" type="checkbox"/> Contractual Liab				PERSONAL & ADV INJURY	\$
	<input checked="" type="checkbox"/> SIR \$100,000				GENERAL AGGREGATE	\$ 4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS-COMP/OP AGG	\$ 4,000,000
	<input type="checkbox"/> MEMOR-ANDUM <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					
	<b>AUTOMOBILE LIABILITY</b>				COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO				\$	
	<input type="checkbox"/> ALL OWNED AUTOS					
	<input type="checkbox"/> SCHEDULED AUTOS					
	<input type="checkbox"/> HIRED AUTOS					
<input type="checkbox"/> NON-OWNED AUTOS						
A	<b>WORKERS' COMPENSATION AND EMPLOYERS LIABILITY</b>	CSURMA-WC-1819	7/1/2018	7/1/2019	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$ 1,000,000
	IF YES, DESCRIBED UNDER SPECIAL PROVISION BELOW				E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
					E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
	<b>OTHER</b>					
	<b>OTHER</b>					

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL/PROVISIONS**

Note: Workers' Compensation Coverage is provided as evidence only.  
County of Kings, its elected officials, officers, employees, agents and volunteers are named as additional covered parties as respects the Agreement for clinical experience and the use of facilities. Term of Agreement: Effective - June 30, 2021.

<b>CERTIFICATE HOLDER</b>  County of Kings Department of Public Health 330 Campus Drive Hanford CA 93230	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUM(S) OF COVERAGE BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUM(S) OF COVERAGE PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>P. J. Jones</i>
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California State University Risk Management Authority

Endorsement No.: Per Blanket Additional Covered Party attached to Memorandum of Coverage of Coverage listed below

Effective: 07/01/2018

Forms a part of MOC No.: CSURMA-LIAB-1819

Issued to: Per Attached Certificate of Coverage

Issued by: California State University Risk Management Authority (CSURMA)

Issued on behalf of Member: CSURMA Member On File With Company

***This Endorsement Changes The Memorandum of Coverage. Please Read It Carefully.***

**ADDITIONAL COVERED PARTY**

Section VI. DEFINITIONS - The definition of **Additional Covered Party** is amended to include as a covered party the person or organization shown as the entity "Issued To" above, but only with respect to bodily injury and property damage liability arising out of the "Described Lease or Activity" above for that covered party by or for you.

The coverage provided does not apply to any **occurrence** taking place:

1. Prior to the commencement of the **Members'** operations or occupation of the premises; or
2. After the **Members'** operations have been completed or occupation of the premises has ceased.

The limits of coverage will be limited to the limits required within the terms of the written contract or the limits of liability of this Memorandum, whichever is less, and will apply in excess of the **Members' retained limit** shown in the Declarations. CSURMA will not be obligated for limits of coverage shown in the written contract that are greater than the limits of liability of this Memorandum.

Any other coverage carried by a certificate holder which may be applicable shall be deemed excess and the **Member's** coverage primary notwithstanding any conflicting provisions in the **Member's** memorandum of coverage.

All other terms and conditions in the memorandum of coverage remain unchanged.  
CSURMA0001 (07/10)

Signed: 

Date: 7/1/2018

*A Public Entity Joint Powers Authority*



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM September 18, 2018

**SUBMITTED BY:** Health Department-Edward Hill

**SUBJECT:** HEALTH DEPARTMENT CLOSURE AND FLU VACCINE ADMINISTRATIVE FEE WAIVER REQUEST FOR LEMOORE POINT OF DISTRIBUTION FLU CLINIC

**SUMMARY:**

**Overview:**

The Public Health Department is requesting permission to waive the \$8.00 administrative fee for a flu point-of-distribution (POD) clinic to be held in Lemoore on Thursday, October 18, 2018. This POD Clinic would be held in addition to already approved flu POD clinics approved by the Board of Supervisors on August 28, 2018.

**Recommendation:**

1. Authorize closing all Public Health Department offices on Thursday, October 18, 2018; and
2. Authorize waiving the \$8.00 administrative fee on October 18, 2018 at the Point of Distribution Clinic in Lemoore.

**Fiscal Impact:**

The waiving of the \$8.00 administrative fee per flu shot would result in a possible loss of revenue of approximately \$2,816; however, due to the outlying nature of the temporary Lemoore flu clinic, and the objectives of the POD clinics, it is extremely difficult to manage and process payments to recover the cost of services.

(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**

### **HEALTH DEPARTMENT CLOSURE AND FLU VACCINE ADMINISTRATIVE FEE WAIVER REQUEST FOR LEMOORE POINT OF DISTRIBUTION FLU CLINIC**

**September 18, 2018**

**Page 2 of 2**

#### **BACKGROUND:**

On August 28, 2018 the Public Health Department requested, and was granted permission, to waive the \$8.00 administrative fee for three (3) flu POD clinics in the communities of Hanford, Kettleman City, and Stratford. The Public Health Department is proposing to add one more flu POD clinic to this list and is requesting permission to waive the \$8.00 administrative fee. The added flu POD clinic will be held in Lemoore on Thursday, October 18, 2018.

The Health Department hosts flu clinics annually to provide flu shots to the residents of Kings County. This year, the Health Department will host a drive-through flu POD clinic to not only provide a convenient way for residents of Kings County to get flu shots, but also to practice a large-scale POD event. As part of the Centers for Disease Control grant requirements, the Health Department needs to establish methods for vaccinating or dispensing medications to all residents of the County within forty-eight (48) hours of an emergency event. Up to this point, the drive-through POD method has been determined to be the most effective model.

The Kings County Health Department will also benefit from the practice of holding POD sites to ensure staff effectiveness and readiness should an imminent need arise to establish one or more during an emergency. Additionally, the Department experiences staffing changes from time to time, creating a need for ongoing training to ensure that all staff have experience with this important effort. As a result, holding a drive-through flu POD will allow the Health Department to practice this type of event in a realistic setting. Because of the scale of this event, the need for training, and to mimic the response needed in an actual emergency, all Health Department staff members will participate in this event. Adequate notification will be posted at the Health Department and online upon approval of the closure.

One of the main objectives of any POD is the rapid vaccination or distribution of medication in an emergency event. Given this fact, the complexities and challenges associated with completing the medical billing process for each interaction is impractical. Finally, the collection of billing and payment information would negatively skew results from the exercise due to the excessive time it adds to the movement of vehicles through the POD.





# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM September 18, 2018

**SUBMITTED BY:** Sheriff's Office – David Robinson

**SUBJECT:** AGREEMENT WITH HANFORD ADULT SCHOOL FOR THE INMATE  
EDUCATION PROGRAM

**SUMMARY:**

**Overview:**

The Sheriff's Office is requesting authorization for the Chairman to sign an agreement between the Sheriff's Office and the Hanford Joint Union High School District for providing General Education Development, Adult Basic Education, and High School Diploma programs at the Kings County Jail for inmates. This education program has been in place for several years.

**Recommendation:**

**Authorize the Chairman to sign the agreement between the County of Kings and the Hanford Joint Union High School District for providing educational programs to the inmates of the Kings County Jail retroactively effective July 1, 2018 through June 30, 2020.**

**Fiscal Impact:**

The educational services are paid through the Jail's Inmate Welfare Fund. The total cost for the year will not exceed the sum of \$57,069. State revenue generated through the inmates' Average Daily Attendance is deposited back into the Inmate Welfare Fund. However, if the availability of State funds is less than the amount advanced by the Inmate Welfare Fund, the Inmate Welfare Fund is solely liable for all costs of the services provided by the District.

**BACKGROUND:**

The California Board of State and Community Corrections requires in its Minimum Standards for Local Detention Facilities Title 15 that the Jail Administrator, the Sheriff must develop and implement an education program for inmates. Title 15 recommends working with the local school district to develop a program that meets the needs of inmates. Statutes pertaining to jail education are contained in the California Education Code. Penal Code Section 4025 authorizes the use of inmate welfare funds for inmate education. The agreement shall become effective July 1, 2018 and shall terminate June 30, 2020. The agreement was reviewed 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 to the Board

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

HANFORD ADULT SCHOOL

*and*

KINGS COUNTY JAIL

EDUCATIONAL SERVICES  
AGREEMENT

2018- 2020

**AGREEMENT**

**THIS AGREEMENT** is entered into as of July 1, 2018, between the **COUNTY OF KINGS**, (hereinafter referred to as **A COUNTY**), and the **HANFORD JOINT UNION HIGH SCHOOL DISTRICT**, (hereinafter referred to as **A DISTRICT**), with reference to the following:

**WITNESSETH**

**WHEREAS, DISTRICT** has provided educational programs for inmates at the Kings County Jail; and

**WHEREAS**, present budget restrictions require that Adult Basic Education (A.B.E.) and High School Diploma (H.S.D) programs at the Kings County Jail be transferred into the **DISTRICT'S** adult school program; and

**WHEREAS**, the **COUNTY** has determined that the educational programs are beneficial to the inmates and that it is proper for advance funding and possible partial payment of the programs to be made from the Inmate Welfare Fund.

**THEREFORE, IT IS MUTUALLY AGREED** as follows:

**1. SERVICES:** **DISTRICT** shall provide inmates at the Kings County Jail an individualized instruction program offering various courses of study covering Adult Basic Education and High School Diploma Independent Study courses on a year round basis. The parties agree that the program will be made available to 80 students per week, 320 students per month. The courses will be made available for a minimum of 9 hours each week. The parties recognize that potential students are at multiple levels in educational attainment and needs in each course of study. Those students working toward achieving their high school diploma will have the ability to generate weekly attendance through independent study by completing assignments on a weekly basis. Students

enrolling for Computer Literacy, Parenting, and Employability Skills will receive instruction in a traditional classroom setting.

**DISTRICT** shall maintain official transcripts on individual students and record their progress toward their goal.

**COUNTY** will supply suitable classroom facilities to conduct the respective programs. **COUNTY** will bear the cost of utilities as well as custodial and maintenance expenses connected with the services provided.

**2. COST OF SERVICES:** The parties anticipate that the monthly costs for the Kings County Jail educational programs will be \$4,755.73; all in accordance with the 12-month operating budget that is set forth in the attached Exhibit A. The costs shall cover all compensation and benefits for personnel, instructional materials provided by **DISTRICT**, and administrative overhead. The total cost to the **COUNTY** for the initial year of this contract shall not exceed the sum of \$57,068.71

In the event the State of California Funding for the programs covered by the Agreement is withdrawn or reduced, **DISTRICT** shall notify **COUNTY** of such occurrence immediately.

**3. METHOD OF PAYMENT:** **DISTRICT** shall bill the **COUNTY** on an annual basis for the expenses incurred by **DISTRICT** in the provision of services under the two educational programs. Invoices shall be in the format required by the **COUNTY**'s Auditor. **COUNTY** will advance payment in the ordinary course of business to cover the allowable costs billed by **DISTRICT**, such costs to be paid from the Inmate Welfare Fund. **DISTRICT**, as often as is allowable, shall submit claims to the State of California to recover the costs incurred, as authorized under the A.D.A, or other approved methods of claiming, and file with the **COUNTY** copies of the claims as submitted. **DISTRICT** shall use its best efforts to recover funds from the State, and, upon receipt of such funds,

**DISTRICT** shall pay over the same to **COUNTY** for the amounts it has previously advanced to **DISTRICT**, to be deposited back into the Inmate Welfare Fund. However, if the availability of State funds is less than the amount advanced by **COUNTY**, **COUNTY** shall be solely liable for all costs of the services provided by **DISTRICT** pursuant to this Agreement, which are set forth in the operating budget attached as Exhibit A, and **DISTRICT** shall have no responsibility for any such costs.

**4. COMPLIANCE WITH LAW:** **DISTRICT** shall provide services in accordance with applicable Federal, State, and local laws, regulations, and directives including, but not limited to, the applicable provisions of the Education Code and Titles 5 and 15 of the California Code of Regulations, pertaining to the provision of education programs to inmates in local detention facilities. **DISTRICT** employees providing services at the Kings County Jail shall observe all security regulations promulgated by the Sheriff of Kings County.

**5. RECORDS AND AUDIT:** **DISTRICT** shall maintain complete and accurate records with respect to the services rendered and the costs incurred under this Agreement. All such records shall be prepared in accordance with generally accepted accounting procedures and shall be made available to **the COUNTY's** Auditor or his/her agents and representatives for the purpose of auditing and/or copying such records for a period of five (5) years from the date of final payment under this Agreement.

**6. INSURANCE:** The parties acknowledge that **DISTRICT** participates in a joint self-insurance program. **DISTRICT** shall file with the Clerk of the Board of Supervisors evidence of its compliance with the requirements of Section 3700 of the Labor Code relating to worker's compensation benefits and certificates of insurance providing comprehensive general liability insurance with combined single limit coverage of at least \$500,000 per occurrence covering all of its activities under this Agreement. Such insurance shall name the **COUNTY** and its elected officials,

officers, agents, and employees as additional insured with regard to any liability of **DISTRICT** under the Agreement.

**7. INDEPENDENT CONTRACTOR STATUS:** This Agreement is entered into by both parties with the express understanding that **DISTRICT** will perform all services required under this Agreement as an independent contractor. Nothing in this Agreement shall be construed as making the **DISTRICT** or any of its agents, employees, or officers, agents, employees, or officers of the **COUNTY**.

**DISTRICT** agrees to advise everyone it assigns or hires to perform any duty under this Agreement that they are not employees, agents, or officers of **COUNTY**. **DISTRICT** shall be solely responsible for determining means and methods of performing the specified educational services, but **COUNTY** shall have the right to review the program to ensure adequate security for all persons involved and for its facilities. Notwithstanding **DISTRICT'S** independent contractor status and its discretion in the provision of educational services hereunder, **COUNTY** shall have the right to review and evaluate the provision of educational services by **DISTRICT** to ensure compliance with the requirements of this Agreement.

**8. INDEMNIFICATION:** Pursuant to Sections 895 through 895.8 of the Government Code, **COUNTY** and **DISTRICT** agree to hold harmless, defend, and indemnify each other, their elected officials, officers, agents, or employees from and against any claims, actions, costs, losses, damages or liability for injury, including death, to any person or damage to any property arising from the indemnifying party's negligent or wrongful acts or omissions under this Agreement. This indemnification specifically includes any claims that may be made against **COUNTY** by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement. This indemnification obligation shall continue beyond the term of this Agreement as to any acts of

omissions occurring under this Agreement or any extension of this Agreement.

**9. TERMINATION:** Either party shall have the right to terminate this Agreement without cause by giving the other party thirty (30) days prior written notice of its intent to terminate the same pursuant to this provision, specifying the date of termination.

Termination of this Agreement shall not terminate any obligations to indemnify, maintain and make available any records pertaining to the Agreement, cooperate with any audit, be subject to offset, or make any other reports of pre-termination contract activities.

**10. ENTIRE AGREEMENT REPRESENTED:** This Agreement represents the entire agreement between **DISTRICT** and **COUNTY** as to its subject matter and no prior oral or written understanding shall be of any force or effect. No part of this Agreement may be modified, waived, or repealed without the written consent of both parties.

**11. HEADINGS:** Section headings are provided for organizational purposes only and do not in any manner affect the scope meaning or intent of the provisions under the headings.

**12. NOTICES:** Except as may be otherwise required by law, any notice to be given shall be written and shall be either personally delivered, sent by facsimile transmission, or sent by first class mail, postage prepaid and addressed as follows:

**COUNTY:** Kings County  
ATTN: Kings County Jail Commander  
Kings County Government Center  
1570 Kings County Dr.  
Hanford, CA 93230

Fax No. (559) 582-9567      Confirming No. (559) 582-3211, Ext. 4107

**DISTRICT:** Hanford Joint Union High School District  
Hanford Adult School  
ATTN: Heather Keran, Principal  
905 N. Campus Dr.  
Hanford, CA 93230

Fax No. (559) 589-9564      Confirming No. (559) 583-5905, Ext. 7501

Notice delivered personally or sent by facsimile transmission is deemed to be received upon receipt. Notice sent by first class mail shall be deemed received on the fourth (4<sup>th</sup>) day after the date of mailing. Either party may change the above address by giving written notice pursuant to this paragraph.

**13. CONTRIBUTIONS:** This Agreement reflects the contributions of both parties and accordingly the provisions of Civil Code Section 1654 shall not apply to address or interpret any uncertainty in contract language.

**14. NO THIRD PARTY BENEFICIARIES INTENDED:** Unless specifically set forth herein, the parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.

**15. WAIVERS:** The failure of either party to insist on strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either party of either performance or payment shall not be considered a waiver of any preceding or succeeding breach of the Agreement by the other party.

**16. ASSURANCES OF NON-DISCRIMINATION:** **DISTRICT** expressly agrees that it will not discriminate in the employment or the provision of services on the basis of any characteristic or condition upon which discrimination is prohibited by state or federal law or regulation.

**17. ASSIGNMENT/SUBCONTRACTING:** Unless otherwise provided in this Agreement, no part of this Agreement may be assigned or subcontracted by **DISTRICT** without the prior written consent of **COUNTY**.



**18. TERM:** This Agreement shall become effective July 1, 2018, and shall terminate on June 30, 2020, unless terminated sooner as provided for in this Agreement. The parties understand and agree that this Agreement retroactively covers services rendered from July 1, 2018. The **COUNTY** may renew this Agreement for five (5) additional one-year terms by giving **DISTRICT** written notice of its intent to so renew at least thirty (30) days prior to the end of the term or extended term. The parties will reconsider the financial provisions at the end of each term.

**THE PARTIES**, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

**COUNTY OF KINGS**

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

**HANFORD JOINT UNION HIGH SCHOOL DISTRICT**

By \_\_\_\_\_  
William Fishbough: Superintendent

**ATTEST:**

By \_\_\_\_\_  
Catherine Venturella: Clerk of the Board of Supervisors of the County of Kings

**Approved as to Form**  
**Colleen Carlson, County Counsel**

By \_\_\_\_\_  
Carrie R. Woolley, Deputy County Counsel



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM September 18, 2018

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

**SUBJECT:** CLAIM FOR DAMAGES FOR ANTONIO DIAZ CATARINO

**SUMMARY:**

**Overview:**

Claim for Damages are received by the Board of Supervisors and reviewed by the Risk Manager, as well as County Counsel, to determine if there is a proper charge against the County of Kings. The recommendation from the Risk Manager and County Counsel is brought before your Board for your consideration.

**Recommendation:**

**Deny the Claim for Damages filed by Antonio Diaz Catarino, and direct County Counsel to advise the claimant of your action.**

**Fiscal Impact:**

None with this action.

**BACKGROUND:**

On August 16, 2018, a Claim for Damages was filed by Ron Calhoun, on behalf of his client, Antonio Diaz Catarino, claiming a Kings County Deputy arrested him twice on the same charges. Upon receipt of the Claim for Damages, the County Counsel's office investigated the allegations made by the Claimant and determined that, pursuant to Government Code section 912.6, the Claim is without merit. Based on staff review and recommendation, your Board may find this Claim is not a proper charge against the County and deny it.

**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 September 18, 2018

**SUBMITTED BY:** Administration – Rebecca Campbell

**SUBJECT:** DEFENSE OF THE INDIGENT LEGAL SERVICES JUVENILE CONTRACT

**SUMMARY:**

**Overview:**

Kings County provides criminal defense services to the indigent through a series of agreements with private attorneys. These contracts run on a fiscal year basis and are generally renewed prior to July 1 of each year. However, during the course of a year, there are typically changes that occur that require mid-year approval, such as this action for the approval of a new contractor.

**Recommendation:**

**Authorize the County Administrative Officer to sign an Agreement with Brent Woodward for legal representation of indigent legal services, juvenile dependency, and Lanterman Petris Short Act “LPS” Conservatorship effective September 24, 2018 through June 30, 2019.**

**Fiscal Impact:**

On an annualized basis, the approved additional contract will cost approximately \$7,586 per month (prorated) and is included in the Fiscal Year 2018-19 Budget in Budget Unit 302500.

**BACKGROUND:**

Changes proposed to the annual contracts with the attorneys that provide indigent defense services are typically due to terminations, resignations, and changes/additions recommended by staff. Currently, the County of Kings has a contract for such legal services with an attorney who resigned effective September 14, 2018. After an extensive search and interview process, Mr. Brent Woodward is scheduled to start September 24, 2018. Staff requests your Board approve the contract. A copy of the contract is on file with the Clerk of the Board and has been written and reviewed 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.



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM September 18, 2018

**SUBMITTED BY:** Administration – Rebecca Campbell  
**SUBJECT:** ASSEMBLY BILL 900 JAIL PHASE II PROJECT AUDIT  
**SUMMARY:**

**Overview:**

On March 8, 2012 the County received an award in the amount up to \$33,000,000 through the Public Safety and Offender Rehabilitation Services Act of 2007 (also referred to as Assembly Bill-AB 900 Phase II). This request is to authorize funds to pay for the final audit on the project.

**Recommendation:**

**Authorize the Clerk of the Board to sign the Budget Appropriation and Transfer form in order to complete the Assembly Bill 900 Phase II required audit. (4/5 vote required)**

**Fiscal Impact:**

This request will transfer \$2,820 from Capital Outlay contingencies budget unit 990600, account 82900000 to budget unit 700002, account 82420057.

**BACKGROUND:**

The County entered into contract with Hudson Henderson & Company, LLP on February 23, 2016 to perform auditing services for the AB 900 Phase II Jail Phase II project. The project is completed and the final audit has been submitted to the Board of State and Community Corrections. It is requested that your Board authorize the allocation of funds in order to process payment for the auditing services.

**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 September 18, 2018

**SUBMITTED BY:** Behavioral Health Department-Lisa Lewis/Katie Arnst  
**SUBJECT:** HOMELESS MENTALLY ILL OUTREACH AND TREATMENT PROGRAM  
FUNDING RESOLUTION

**SUMMARY:**

**Overview:**

California Senate Bill 840 (SB 840) enacted a funding opportunity to provide all California counties with one-time funding for local activities involving individuals living with a serious mental illness that are homeless or at risk of being homeless. To receive the funding, the County must submit a Board Resolution to the Department of Health Care Services (DHCS).

**Recommendation:**

**Adopt a Resolution which authorizes the Behavioral Health Director to sign the letter of interest for the Homeless Mentally Ill Outreach and Treatment Program, and to serve as the primary contact for Kings County.**

**Fiscal Impact:**

There will be no additional cost to the County General Fund. The one-time funding made available by SB 840 will be in the amount of \$100,000. DHCS will notify counties on October 2, 2018 of funding awards, which will be processed and released to counties by December 31, 2018. The final date of funding availability for encumbrance or expenditure is June 30, 2020. Upon award notification, the Behavioral Health Department will come back to your Board to request approval of a budget appropriation transfer form in order to include the funds in the Fiscal Year 2018-2019 budget.

**BACKGROUND:**

SB 840 made \$50 million available to DHCS for one-time allocations to California counties. DHCS derived county allocations utilizing the 2017 United States Housing and Urban Development (HUD) Point-In-Time

(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**

### **HOMELESS MENTALLY ILL OUTREACH AND TREATMENT PROGRAM FUNDING RESOLUTION**

**September 18, 2018**

**Page 2 of 2**

Survey data, No Place Like Home non-competitive allocations and the Department of Finance's county population data.

In order to receive the one-time funding, the County must delegate a single organization that will serve as the primary contact for the County. This entity must submit a Letter of Interest to DHCS indicating the County intends to use the funds for the purposes outlined in the provisions of SB 840. A resolution from your Board is also required, which approves the County's participation in the one-time funding opportunity.

The Behavioral Health Department's specific utilization of the funding opportunity has yet to be determined, but the Department is currently engaging with key stakeholders, including the Kings Tulare Homeless Alliance, in planning for use of the funds.

The Resolution has been reviewed and approved by County Counsel.

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

\*\*\*\*\*

IN THE MATTER OF AUTHORIZING  
THE COUNTY TO PARTICIPATE IN  
ONE-TIME HOMELESS MENTALLY ILL  
OUTREACH AND TREATMENT PROGRAM  
FUNDING UNDER SENATE BILL 840 \_\_\_\_\_/

RESOLUTION NO. \_\_\_\_\_

WHEREAS, California's Governor Edmund G. Brown, Jr. and the California Legislature have recognized the critical need for funding at the local level to combat homelessness; and

WHEREAS, the Governor, Legislature, and the County of Kings recognize the need for outreach and treatment to those who are living with a serious mental illness who are also homeless or at risk of homelessness, including persons participating in Whole Person Care pilots or who have had recent involvement with the criminal justice system or release from incarceration, as well as other special populations within the County; and

WHEREAS, the Governor and Legislature through Senate Bill 840 (SB 840) have allocated 50 million dollars in one-time funding for Fiscal Year 2018-2019 from the Department of Health Care Services to counties and four eligible cities for the Homeless Mentally Ill Outreach and Treatment Program; and

WHEREAS, SB 840 directs counties to leverage other available funding and prohibits any supplantation of existing funding or services in order to maximize the impact of Homeless Mentally Ill Outreach and Treatment Program dollars locally; and

WHEREAS, SB 840 requires counties that receive Homeless Mentally Ill Outreach and Treatment Program funding to expend the funding no later than June 30, 2020, and to report to the Department of Health Care Services the disposition of funds, the services provided, and the number of individuals who received services, no later than 90 days after the full expenditure of funding;

WHEREAS, the County of Kings desires to submit its application for SB 840 funding to combat homelessness and improve outreach and treatment for those living with serious mental illness in its communities; and

WHEREAS, the Director of Behavioral Health requests to act as the County's single point of contact to the Department of Health Care Services for the Homeless

Mentally Ill Outreach and Treatment Program allocation.

NOW, THEREFORE, IT IS HEREBY RESOLVED as follows:

1. That the Kings County Board of Supervisors does hereby authorize the County's participation in the Homeless Mentally Ill Outreach and Treatment Program allocation in Fiscal Year 2018-19.

2. That the Kings County Board of Supervisors does hereby designate the Director of Behavioral Health as the single point of contact to the Department of Health Care Services for the Homeless Mentally Ill Outreach and Treatment Program allocation.

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

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

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

WITNESS my hand and seal of said Board of Supervisors this \_\_\_\_ day of September 2018.

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





Mental Health • Prevention and Early Intervention • Substance Use Disorders Prevention and Treatment

September 18, 2018

State of California - Health and Human Services Agency  
Department of Health Care Services  
Managed Care Quality and Monitoring Division  
1501 Capitol Avenue, P.O. Box 997413, MS 4400  
Sacramento, CA 95899-7413

RE: Letter of Interest Related to the Application for Homeless Mentally Ill Outreach and Treatment Program

To Whom It May Concern,

This letter is written to demonstrate Kings County's interest and intent to utilize the one-time funding made possible by the Homeless Mentally Ill Outreach and Treatment Program for the purposes outlined in Senate Bill 840. This letter also serves as notice that the Kings County Behavioral Health Director will serve as the primary point of contact for this one-time funding opportunity.

Kings County looks forward to receiving the one-time funding in order to enhance program activities involving individuals living with a serious mental illness who are homeless or at-risk of becoming homeless in Kings County. The funding, in the amount of \$100,000, will be restricted for use within a designated program specific to the target population. Kings County will provide reporting documents that demonstrate how the funds were utilized, the types of services provided, and the number of individuals who received services related to this one-time funding.

Thank you for the opportunity to increase housing capacity in Kings County for individuals that are living with serious mental illness and are at risk of homelessness or experiencing homelessness.

Sincerely,

Lisa Lewis, PhD



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM September 18, 2018

**SUBMITTED BY:** Job Training Office – Lance Lippincott/Jay Salyer

**SUBJECT:** 2018 COMPREHENSIVE ECONOMIC DEVELOPMENT STRATEGY  
UPDATE

**SUMMARY:**

**Overview:**

The 2018 Annual Comprehensive Economic Development Strategy (CEDs) report includes an overview of Kings County and its economy, strengths and weaknesses regarding economic growth, an overview of recent infrastructure projects, and a description of infrastructure projects submitted by municipalities within Kings County for consideration of federal Economic Development Administration (EDA) funding.

**Recommendation:**

- 1) Accept the 2018 Comprehensive Economic Development Strategy Annual Report; and
- 2) Direct staff to forward the report to the Economic Development Administration.

**Fiscal Impact:**

Infrastructure projects proposed by the cities of Hanford and Lemoore are included in this 2018 CEDs report. If funded, these projects require matching funds which will be provided by the requesting municipality.

**BACKGROUND:**

The CEDs Committee meets to review public infrastructure projects which contribute toward job creation and economic stability, and to review the Kings County CEDs. As part of the development of the Strategy, the committee reviews, and rank-orders public infrastructure projects submitted by interested municipalities. This rank-ordering is contained at the end of the report, and is considered by the EDA as one factor in the consideration of awarding competitive federal infrastructure grants to municipalities.

(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**

### **2018 COMPREHENSIVE ECONOMIC DEVELOPMENT STRATEGY UPDATE**

**September 18, 2018**

**Page 2 of 2**

Two projects were submitted this year, one by the City of Hanford, and one by the City of Lemoore, and are included in the report. The City of Hanford project includes a water main extension and storage tank to facilitate growth in the Kings Industrial Park, and is anticipated to potentially create over 3,000 new job opportunities. The City of Lemoore project concerns the creation of infrastructure in the Lemoore Industrial Park to facilitate business development, and is anticipated to potentially create more than 1,360 new job opportunities. The Kings County CEDS Committee met on August 22, 2018, and recommends the Board of Supervisors accept and forward the 2018 Annual Report for Kings County to the Economic Development Administration.

The 2018 CEDS report is on file with the Clerk to the Board of Supervisors and at the Kings County Job Training Office for public review.



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM September 18, 2018

**SUBMITTED BY:** Public Works – Kevin McAlister/Rhonda Mann

**SUBJECT:** ASPHALTIC EMULSION PURCHASE FOR COUNTY ROAD PROJECTS

**SUMMARY:**

**Overview:**

The County Road Division is responsible for chip sealing roads throughout the County. Asphaltic emulsion is the binder used for this operation.

**Recommendation:**

1. Accept the bid from VSS Emultech for asphaltic emulsion of County road projects; and
2. Authorize the Purchasing Manager to sign the purchase order.

**Fiscal Impact**

An amount of \$1,000,000 is included in the Road Division's proposed Fiscal Year 2018-2019 budget for the purchase of the asphaltic emulsion. The bid came in at \$371,250 plus tax, and will be purchased out of Budget Unit 311000, Account 82223135 (Supplies and Materials).

**BACKGROUND:**

The Road Division coordinated with the Purchasing Division on the specification for the desired chip seal emulsion, and bids were solicited from several suppliers, with VSS Emultech, and Talley Oil responding. VSS Emultech supplied the lowest cost for the product. The Road Division anticipated the need for chip seal oil in the proposed Fiscal Year 2018-2019 budget and performs this work annually around this time of year.

**BOARD ACTION:**

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

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

CATHERINE VENTURELLA, Clerk to the Board

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



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM September 18, 2018

**SUBMITTED BY:** Community Development Agency – Greg Gatzka / Kao Nou Yang

**SUBJECT:** PARTIAL RESCISSION OF LAND CONSERVATION “WILLIAMSON ACT”  
CONTRACT NUMBER 326 AND SIMULTANEOUSLY ENTERING INTO A  
NEW LAND CONSERVATION “WILLIAMSON ACT” CONTRACT NUMBER  
2094

### **SUMMARY:**

#### **Overview:**

The County received an In Lieu Parcel Map (IPM) Application 17-10 that consists of a lot line adjustment which will adjust the boundaries between two (2) existing parcels (20.00 acres and 140.54 acres) and a land division that will divide one of the adjusted parcels (140.54) into three (3) parcels (20.00 acres, 20.00 acres and 100.52 acres). The proposed project will result in four (4) parcels after the adjustment and division (20.00 acres, 20.00 acres, 20.00 acres and 100.52 acres). Specifically for this contract, Parcel Numbers (Nos) 1, 3 & 4 will be under contract following the adjustment and division. As a result of the adjustment, the boundaries of the area under contract have changed. This request is to partially rescind the existing Land Conservation “Williamson Act” Contract and simultaneously enter into a new Land Conservation “Williamson Act” Contract that includes the adjusted properties. The new contract will not add any new additional acreage into the program.

#### **Recommendation:**

1. Conduct a Public Hearing; and
2. Adopt Resolution 18-060 which will accomplish the following:
  - a. Find that the rescission and creation of the Land Conservation “Williamson Act” contract is categorically exempt from review under the *California Environmental Quality Act Guidelines* Section 15317.
  - b. Partial Rescind Williamson Act Contract Number 326 and simultaneously enter into a new Land Conservation “Williamson Act” Contract Number 2094 and authorize  
(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**

### **PARTIAL RESCISSION OF LAND CONSERVATION “WILLIAMSON ACT” CONTRACT NUMBER 326 AND SIMULTANEOUSLY ENTERING INTO A NEW LAND CONSERVATION “WILLIAMSON ACT” CONTRACT NUMBER 2094**

**September 18, 2018**

**Page 2 of 3**

**the Chairman to sign the contract on behalf of the County**

- c. Make certain findings pertaining to *California Government Code* Section 51257.**
- d. Direct the Community Development Agency to complete the administrative requirements, recordings and make the required notices to property owners, County departments and State agencies.**

#### **Fiscal Impact:**

None. The new contract will remain 140.54 acres.

#### **BACKGROUND:**

Pursuant to Section 51257 of the *Government Code*, to facilitate a lot line adjustment the parties may mutually agree to rescind the contract and simultaneously enter into a new contract, provided that the Board finds all of the following:

- (1) The new contract or contracts would enforceably restrict the adjusted boundaries of the parcel for an initial term for at least as long as the unexpired term of the rescinded contract or contracts, but for not less than 9 years.
- (2) There is no net decrease in the amount of the acreage restricted. In cases where two parcels involved in a lot line adjustment are both subject to contracts rescinded pursuant to this section, this finding will be satisfied if the aggregate acreage of the land restricted by the new contracts is at least as great as the aggregate acreage restricted by the rescinded contracts.
- (3) At least 90 percent of the land under the former contract or contracts remains under the new contract or contracts.
- (4) After the lot line adjustment, the parcels of land subject to contract will be large enough to sustain their agricultural use, as defined in Section 51222.
- (5) The lot line adjustment would not compromise the long-term agricultural productivity of the parcel or other agricultural lands subject to a contract or contracts.
- (6) The lot line adjustment is not likely to result in the removal of adjacent land from agricultural use.
- (7) The lot line adjustment does not result in a greater number of developable parcels than existed prior to the adjustment, or an adjusted lot that is inconsistent with the General Plan.

IPM 17-10 was approved by Division 1 of the Kings County Advisory Agency on August 29, 2017 and the findings outlined above were made. The findings are provided in the attached Resolution. Condition No. 11 of the August 29, 2017 decision letter required the existing Land Conservation “Williamson Act” contract be partially rescinded and a new Land Conservation “Williamson Act” contract shall be simultaneously entered into.

The Resolution would approve the changes and authorize the Chairman to sign the Land Conservation “Williamson Act” Contract. In general, all Williamson Act Contracts require the following findings and these findings can be found in the attached Resolution:

**(Cont’d)**

## **Agenda Item**

### **PARTIAL RESCISSION OF LAND CONSERVATION “WILLIAMSON ACT” CONTRACT NUMBER 326 AND SIMULTANEOUSLY ENTERING INTO A NEW LAND CONSERVATION “WILLIAMSON ACT” CONTRACT NUMBER 2094**

**September 18, 2018**

**Page 3 of 3**

1. All land to be included within the new Land Conservation “Williamson Act” contract is used for the purpose of producing agricultural commodities for commercial purposes and compatible uses.
2. The partial rescission and creation of a Land Conservation “Williamson Act” contract is categorically exempt from review under the *California Environmental Quality Act Guidelines* Section 15317.
3. The adjustment, of Agricultural Preserve 131/69, is consistent with LU Policy B1.1.2 of the Land Use Element of the *2035 Kings County General Plan*.
4. The subject property is not within the sphere of influence of any city.
5. Land Conservation “Williamson Act” Contract No. 2093 is designated as Farmland of Statewide Importance on the State’s Important Farmland Map of 2016.

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

\* \* \* \* \*

<b>IN THE MATTER OF A PARTIAL RESCINDING WILLIAMSON ACT CONTRACT No. 326 AND APPROVING WILLIAMSON ACT CONTRACT NO. 2094</b>	) ) ) ) ) ) <hr/>	<b>Resolution No: 18-060</b>  <b>Re: Rescission of Land Conservation contract and simultaneously entering into a new contract related to In-Lieu Parcel Map No. 17-10.</b>
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**WHEREAS**, this Board has been petitioned by the owners of certain land which is currently within a Land Conservation Contract in Kings County, to partially rescind *Williamson Act* Contract No. 326 on the subject property and simultaneously place the subject property under new a *Williamson Act* contract, pursuant to Section 51296 of the *California Land Conservation Act of 1965*; and

**WHEREAS**, the Subject Properties will continue to be devoted to agricultural uses and uses compatible therewith; and

**WHEREAS**, the procedural requirements to partially rescind *Williamson Act* Contract No. 326 and simultaneously place the subject properties under a new *Williamson Act* contract has been complied with; and

**WHEREAS**, all land to be included within the new *Williamson Act* contract is used for the purpose of producing agricultural commodities for commercial purposes and compatible uses; and

**WHEREAS**, this Board has determined that the proposed *Williamson Act* contract recommended by staff is consistent with the *2035 Kings County General Plan* and that it is in the best interest of the County to enter into such Contract.

**NOW, THEREFORE, BE IT RESOLVED**, that this Board finds that:

1. All land to be included within the new *Williamson Act* contract is to be used for the purpose of producing agricultural commodities for commercial purposes and compatible uses.
2. The partial rescission and creation of an Agricultural Preserve is categorically exempt from review under the *California Environmental Quality Act (CEQA Guidelines Section 15317)*.
3. The adjustments of Agricultural Preserve No. 131/69 are consistent with LU Policy B1.1.2 of the Land Use Element of the *2035 Kings County General Plan*.
4. The subject property is not within the sphere of influence of any city.
5. *Williamson Act* Contract No. 2094 will be and is designated as Farmland of Statewide Importance on the State’s Important Farmland Map of 2016.



**BE IT FURTHER RESOLVED that** this Board finds that:

1. Section 51257 of the *California Government Code* states that to facilitate a lot line adjustment, pursuant to subdivision (d) of Section 66412, the Parties may mutually agree to rescind the contract or contracts and simultaneously enter into a new contract or contracts pursuant to this chapter, provided that the Board finds all of the following:
  - A. The new contract or contracts would enforceably restrict the adjusted boundaries of the parcel for an initial term for at least as long as the unexpired term of the rescinded contract or contracts, but for not less than 10 years.
    - (1) Finding: The proposal consists of a lot line adjustment which will adjust the boundaries between two (2) existing parcels (20.00 acres and 140.54 acres) and a land division that will divide one of the adjusted parcels (140.54) into three (3) parcels (20.00 acres, 20.00 acres and 100.52 acres). The proposed project will result in four (4) parcels after the adjustment and division (20.00 acres, 20.00 acres, 20.00 acres and 100.52 acres). Specifically for this contract, Parcel Nos. 1, 3 & 4 from IPM 17-10 will be under contract following the adjustment and division. The new contract will enforceably restrict the boundaries of Parcel Nos. 1, 3, & 4 from IPM 17-10 for an initial term of ten (10) years and said parcels will continue to be used for agricultural purposes.
  - B. There is no net decrease in the amount of the acreage restricted. In cases where two parcels involved in a lot line adjustment are both subject to contracts rescinded pursuant to this section, this finding will be satisfied if the aggregate acreage of the land restricted by the new contracts is at least as great as the aggregate acreage restricted by the rescinded contracts.
    - (1) Finding: Since there is no net decrease in the amount of the acreage restricted, the aggregate acreage of the land restricted by the new contract will be as great as or greater than the aggregate acreage restricted by the rescinded contract.
  - C. At least ninety (90) percent of the land under the former contract or contracts remains under the new contract or contracts.
    - (1) Finding: The proposal consists of a lot line adjustment which will adjust the boundaries between two (2) existing parcels (20.00 acres and 140.54 acres) and a land division that will divide one of the adjusted parcels (140.54) into three (3) parcels (20.00 acres, 20.00 acres and 100.52 acres). The proposed project will result in four (4) parcels after the adjustment and division (20.00 acres, 20.00 acres, 20.00 acres and 100.52 acres). Specifically for this contract, Parcel Nos. 1, 3 & 4 from IPM 17-10 will be under contract following the adjustment and division. The new contract will enforceably restrict the boundaries of Parcel Nos. 1, 3, & 4 from IPM 17-10 for an initial term of ten (10) years and said parcels will continue to be used for agricultural purposes. The proposed adjustment and division, as submitted, would result in 91 percent of the land under the former contract remaining under the new contract.
  - D. After the lot line adjustment, the parcel of land subject to contract will be large enough to sustain their agricultural use, as defined in Section 51222 of the *California Government Code*.

- (1) Finding: The proposal consists of a lot line adjustment which will adjust the boundaries between two (2) existing parcels (20.00 acres and 140.54 acres) and a land division that will divide one of the adjusted parcels (140.54) into three (3) parcels (20.00 acres, 20.00 acres and 100.52 acres). The proposed project will result in four (4) parcels after the adjustment and division (20.00 acres, 20.00 acres, 20.00 acres and 100.52 acres). Specifically for this contract, Parcel Nos. 1, 3 & 4 from IPM 17-10 will be under contract following the adjustment and division. The new contract will enforceably restrict the boundaries of Parcel Nos. 1, 3, & 4 from IPM 17-10 for an initial term of ten (10) years and said parcels will continue to be used for agricultural purposes and the contracted area will not be reduced in size as a result of this adjustment and division.
- E. The lot line adjustment would not compromise the long-term agricultural productivity of the parcel or other agricultural lands subject to a contract or contracts.
- (1) Finding: The proposal consists of a lot line adjustment which will adjust the boundaries between two (2) existing parcels (20.00 acres and 140.54 acres) and a land division that will divide one of the adjusted parcels (140.54) into three (3) parcels (20.00 acres, 20.00 acres and 100.52 acres). The proposed project will result in four (4) parcels after the adjustment and division (20.00 acres, 20.00 acres, 20.00 acres and 100.52 acres). Specifically for this contract, Parcel Nos. 1, 3 & 4 from IPM 17-10 will be under contract following the adjustment and division. The new contract will enforceably restrict the boundaries of Parcel Nos. 1, 3, & 4 from IPM 17-10 for an initial term of ten (10) years and said parcels will continue to be used for agricultural purposes. The proposed adjustment and division will not significantly displace or impair current or reasonably foreseeable agricultural operations on the subject contracted parcel or on other contracted lands in agricultural preserves.
- F. The lot line adjustment is not likely to result in the removal of adjacent land from agricultural use.
- (1) Finding: Since the existing agricultural acreage will continue to be used for agricultural purposes, the proposed adjustment and division will not result in the significant removal of adjacent contracted land from agricultural or open-space use.
- G. The lot line adjustment does not result in a greater number of developable parcels than existed prior to the adjustment, or an adjusted lot that is inconsistent with the general plan.
- (1) Finding: The proposal consists of a lot line adjustment which will adjust the boundaries between two (2) existing parcels (20.00 acres and 140.54 acres) and a land division that will divide one of the adjusted parcels (140.54) into three (3) parcels (20.00 acres, 20.00 acres and 100.52 acres). The proposed project will result in four (4) parcels after the adjustment and division (20.00 acres, 20.00 acres, 20.00 acres and 100.52 acres). Specifically for this contract, Parcel Nos. 1, 3 & 4 from IPM 17-10 will be under contract following the adjustment and division. The new contract will enforceably restrict the boundaries of Parcel Nos. 1, 3, & 4 from IPM 17-10 for an initial term of ten (10) years and said parcels will continue to be used for agricultural purposes.

**BE IT FINALLY RESOLVED THAT:**

1. This Board partially rescinds *Williamson Act* Contract No. 326 and simultaneously enters into *Williamson Act* Contract No. 2094 as described within the attached Contract.
2. The Chairperson of the Board is hereby authorized to execute the contract for all land within said *Williamson Act* Contract No. 2094.
3. The Kings County Community Development Agency shall be responsible for the enforcement of contracts entered into under the provisions of this Resolution.
4. The Kings County Community Development Agency is directed to complete the administrative requirements, recordings and make the required notices to property owners, county departments and State agencies.

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

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

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

WITNESS my hand and seal of said Board of Supervisors this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Catherine Venturella  
Clerk of said Board of Supervisors