



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 April 30, 2019

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

Chairman: Joe Neves (District 1) **Staff:** Rebecca Campbell, County Administrative Officer
Vice Chairman: Doug Verboon (District 3) David Prentice, Interim County Counsel
Board Members: Richard Valle (District 2) Catherine Venturella, Clerk of the Board
Craig Pedersen (District 4)
Richard Fagundes (District 5)

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

- I 9:00 AM** **CALL TO ORDER**
ROLL CALL – Clerk of the Board
INVOCATION – Andrew Cromwell – Koinonia Church
PLEDGE OF ALLEGIANCE
- II 9:00 AM** **UNSCHEDULED APPEARANCES**
Any person may directly address the Board at this time on any item on the agenda, or on any other items of interest to the public, that is within the subject matter jurisdiction of the Board. Five (5) minutes are allowed for each item.
- III 9:05 AM** **CONSENT CALENDAR**
All items listed under the consent calendar are considered to be routine and will be enacted by one motion. For any discussion of an item on the consent calendar, it will be removed at the request of any Board Member and made a part of the regular agenda.
- A. Approval of the Minutes: April 23, 2019**
 - B. Agriculture Department:**
 - 1. Consider authorizing the Chairman to sign an Agreement with the California Department of Food and Agriculture for the County's Organic Inspection Program.
 - 2. Consider authorizing the Chairman to sign an Agreement with the California Department of Food and Agriculture for the County's Certified Farmers Market Inspection Program.
 - C. Department of Public Health:**
Consider adopting a Resolution proclaiming May 5-11, 2019 as Maternal Mental Health Awareness Week in Kings County
 - D. District Attorney's Office:**
Consider approving the Kings County District Attorney's Office request to purchase new handguns, authorizing the District Attorney's Office to resell current handgun inventory either through a licensed firearm dealer or to the employee assigned to the weapon and authorizing the Clerk of the Board to sign the budget appropriation and transfer form. **(4/5 vote required)**

CONSENT CALENDAR CONTINUED

E. Human Resources Department:

Consider approving out of state travel for Roger Bradley, Assistant County Administrative Officer to attend the National Association of Government Defined Contribution Administrations Conference in New Orleans, Louisiana on September 8-11, 2019.

F. Information Technology Department:

Consider approving out of state travel for John Devlin, Chief Information Officer, to attend the California County Information Systems Directors Association in Redmond, Washington on May 20, 2019.

G. Public Works Department:

1. Consider accepting the dedication for In-Lieu Parcel Map 18-13 (Lolita P. Mamuad and Julio B. Mamuad) into the County maintained mileage and authorizing the Clerk of the Board to sign the acceptance on the map.
2. Consider adopting a Resolution certifying the County's maintained mileage of roads for calendar year 2018.

H. Job Training Office:

Consider authorizing out of state travel for James Salyer, Job Training Office Economic Development Manager, to travel to Las Vegas, Nevada on May 20-21, 2019 to meet with commercial real estate brokerage firms and retail businesses.

I. Administration:

Consider adopting a Resolution proclaiming May 5-11, 2019 as Public Service Recognition Week and declaring Kings County Annual Employee Recognition Barbecue as a Tobacco-Free event and consider authorizing the Chairman to sign a letter of thanks to Best Buy Market, Kings Federal Credit Union and other event contributors.

IV

REGULAR AGENDA ITEMS

9:10 AM

A. Department of Public Health – Edward Hill/Scott Waite

1. Consider adopting a Resolution establishing the Kings County Homelessness Collaborative and directing the Clerk of the Board to advertise the Collaborative vacancies in accordance with the Maddy Act (Government Code Section 54972 et seq.).
2. Consider allocating 2.0 full time equivalent Family Resource Coordinator positions to the Department of Public Health within Budget Unit 411100.

9:20 AM

B. Human Services Agency – Sanja Bugay

1. Consider authorizing the Chairman to sign an amendment to the Agreement with the Kings County Commission on Aging for Fiscal Year 2018-2019.
2. Consider authorizing the advanced step hire of Fernando Valladarez as a Social Service Practitioner- Child Protective Services for the Human Services Agency at Salary Range 216.0, Step 5.

9:25 AM

C. Public Works Department – Kevin McAlister/Dominic Tyburski

Consider awarding a construction contract to Pavement Coatings Company as the apparent low bidder for the Seal of Various County Roadways construction project, authorizing the Chairman to sign the Agreement and authorizing the Public Works Director to approve additional costs up to 10% of the contract amount.

9:30 AM

D. Public Guardian/Veterans Services Office – Scott Holwell

Authorize the Chairman to sign the Letters of Support for AB 55 (Garcia) to increase Subvention Funding for County Veterans Service Officers in the State of California.

- 9:35 AM E. Behavioral Health Department – Lisa Lewis/Unchong Parry**
Consider approving the revision of Mental Health Services Act (MHSA) Multiple Organization Shared Telepsychiatry (MOST) Program Innovation Plan to continue implementing the program; allocating 2.0 Full-Time Equivalency Psychiatric Technician I/II's in Budget Unit 422200, partially offset by the deletion of a Recovery Support Coordinator I/II; allocating 2.0 Full-Time Equivalency Peer Support Specialists in Budget Unit 422200 and allocating 1.0 Full-Time Equivalency Behavioral Health Unit Supervisor in Budget Unit 422200.
- 9:40 AM F. Human Resources Department – Leslie McCormick Wilson/Carolyn Leist**
Consider approving a new job specification for Psychiatric Technician I and set the salary at Range 166.5 (\$3,151-\$3,864), a new job specification for Psychiatric Technician II and set the salary at Range 176.5 (\$3,481-\$4,267), and approving a new job specification for Peer Support Specialist and set the salary at Range 133.0 (\$2,257-\$2,754).
- 9:45 AM G. Administration – Rebecca Campbell**
Consider adopting a Resolution that continues to designate the County Administrative Officer as the Registrar of Voters, not to exceed 90 days.

V

PUBLIC HEARING

- 10:00 AM H. 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 the California University of Science and Medicine.

VI **10:05 AM I. Board Member Announcements or Reports**

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

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

VII **10:10 AM J. 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)]
- ◆ **Significant exposure to litigation.** 1 case [Govt. Code Section 54956.9(d)(2), (e)(1)]
- ◆ **Personnel Matters:** [Govt. Code Section 54957]
Public Employment:
Title: County Counsel
- ◆ **Personnel Matters:** [Govt. Code Section 54957]
Public Employment:
Title: Registrar of Voters

VIII

K. ADJOURNMENT

The next regularly scheduled meeting is scheduled for Tuesday, May 14, 2019, at 9:00 a.m. **The regular meeting of May 7, 2019 has been cancelled due to the annual Employee Recognition barbecue.**

FUTURE MEETINGS AND EVENTS

May 7	--	Regular Meeting Cancelled due to Annual Employee Recognition Barbecue
May 14	9:00 AM	Regular Meeting
May 14	11:00 AM	California Public Finance Authority Regular Meeting
May 21	9:00 AM	Regular Meeting
May 21	11:00 AM	California Public Finance Authority Regular Meeting
May 28	--	Regular Meeting Cancelled in Observance of Memorial Day – May 27, 2019

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

April 23, 2019

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

Chairman:	Joe Neves	(District 1)	Staff:	Rebecca Campbell, County Administrative Officer
Vice Chairman:	Doug Verboon	(District 3)		David Prentice, Interim County Counsel
Board Members:	Richard Valle	(District 2)		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 – Chuck Sanchez – Hanford Pentecostal Church of God

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.

Barbi Brokhoff, Kings County Child Support Services Director, recognized Kimberly Harmon, Kings County Child Support Services Assistant Director, for her 28 years of service and stated that the department will hold her retirement party on April 26, 2019.

Rebecca Campbell, County Administrative Officer, stated that the Kings County Child Support Services was recognized by the California State Department of Child Support Services and presented the award to Barbi Brokhoff.

Clare East, American Civil Liberties Union President of Hanford Chapter, introduced herself to the Board.

Kathleen Jorgensen, Kings County Citizens for Fair Elections member, stated that they would like to help Kings County make sure that everyone has access to fair, free access to the ballots.

III B 3

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: April 16, 2019

CONSENT CALNEDAR CONTINUED

- B. Department of Child Support Services:**
Consider authorizing the Purchasing Manager to sign the Purchase Orders for Sit-to-Stand Desk/Workstations to replace existing desks and furniture and authorizing the Clerk of the Board to sign the budget appropriation and transfer from. **(4/5 vote required)**
- C. Human Services Agency:**
Consider authorizing the Purchasing Manager to sign the purchase orders for 305 Dell computers and 610 display cables the replacement of equipment within the Human Services Agency.
- D. Probation Department:**
Consider adopting a Resolution designating May 15, 2019 as Peace Officer's Memorial Day and the week of May 12-18, 2019 as Police Week in Kings County with a Memorial Ceremony to be held on May 15, 2019. **[Reso 19-034]**
- E. Public Works Department:**
1. Consider authorizing the Public Works Director to submit an application for the New Alternative Fuel Vehicle Purchase Grant to provide additional funding in purchasing vehicles and authorizing the Public Works Director to sing all grant related documents.
 2. Consider adopting a Resolution listing projects planned to be constructed using Senate Bill 1 funding for Fiscal Year 2019-2020. **[Reso 19-032]**
- ACTION: CONSENT CALENDAR APPROVED AS PRESENTED (RF/DV/RV/CP/JN-Aye)**

IV

REGULAR AGENDA ITEMS

B 4

A. Department of Child Support Services – Barbi Brokhoff

Consider authorizing the Chairman to sign the Plan of Cooperation with Hanford Community Hospital doing business as Adventist Health Hanford to establish paternity of children board to unmarried parents. **[Agmt 19-031]**

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

B 5

B. Human Services Agency – Sanja Bugay/Lupe Villa

1. Consider authorizing the Clerk of the Board to sign the budget appropriation and transfer form for the retroactive purchase of three air conditioning and heating units for the Human Services Agency's Corcoran office. **(4/5 vote required)**

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

2. Consider awarding the purchase of a 2019 Dodge Charger sedan, authorizing the Purchasing Manager to sign the purchase order and authorizing the Clerk of the Board to sign the budget appropriation and transfer from. **(4/5 vote required)**

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

B 6

C. Job Training Office – Lance Lippincott

Consider allocating 1.0 Full-Time Equivalency Employment and Training Technician I/II in the Job Training Office's Budget 594100.

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

B 7

D. Administration – Rebecca Campbell/Kyria Martinez

Community Development Agency – Greg Gatzka

Consider authorizing the Chairman to sign an Agreement with Proteus Incorporated for Kings County 2020 Census outreach related activities. **[Agmt 19-032]**

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

B 8

E. Administration – Rebecca Campbell/Kyria Martinez

1. Consider appointing one member to the Law Library Board of Trustees.
ACTION: APPROVED AS PRESENTED (DV/RF/RV/CP/JN-Aye)
2. Consider adopting a Resolution authorizing the County Administrative Officer to submit an Edward Bryne Memorial Justice Assistance Grant Program application and to sign an Agreement with the Board of Community Corrections if awarded. [**Reso 19-033**]
ACTION: APPROVED AS PRESENTED (DV/RV/CP/RF/JN-Aye)
3. Consider introducing and waiving the first reading of Ordinance No. 690 modifying and setting the salary and compensation of the Board of Supervisors to be at a percentage of Superior Court Judges salaries, or give staff direction on possible alternative approaches. [**Ord 690**]
ACTION: APPROVED AS PRESENTED (CP/DV/RV –Aye, JN/RF-No)

V B 9

F. Board Member Announcements or Reports

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

Supervisor Pedersen stated that he attended the San Joaquin Valley Unified Air Pollution Control District Board meeting on April 18, 2019.

Supervisor Verboon stated that he attended the Kings County Area Public Transit Agency special meeting on April 17, 2019, attended the Hop Forged Open House on April 17, 2019 and the grand opening on April 20, 2019, attended a meeting with the California High Speed Rail Authority on April 18, 2019, attended a meeting with Amtrak San Joaquin members on April 18, 2019 and stated that he will be meeting with Governor Newsom on April 24, 2019 during the California State Association of Counties conference, and will also meet with High Speed Rail Authority members on April 26, 2019 to tour Kings County.

Supervisor Valle stated that he will be attending the California Association of Counties conference and Latino Caucus events on April 23-24, 2019 in Sacramento and stated that on April 28, 2019 at 7:30 a.m. American Warriors of California will leave from the Civic Auditorium on a 22 State cross country motorcycle ride to bring awareness to Suicide Prevention for Veteran's, Law Enforcement and First Responders, and will return on May 11, 2019.

Supervisor Fagundes stated that he attended the Kings Community Action Organization Real Estate Board meeting and Strategic Planning meeting on April 11, 2019 and met with Brain Thoburn from Southern California Edison to discuss projects in the County.

Supervisor Neves stated that he attended the grand opening of Ignacio Molina's new Farmer's Insurance office in Lemoore and attended the Kings County Area Public Transit Agency special meeting on April 17, 2019. He stated that he cooked pancakes at the Santa Rosa Rancheria Easter event and thanked Supervisor Fagundes and Keith Fagundes for their help, attended the South Fork Kings Groundwater meeting on April 18, 2019, attended the Central California Blood Center Appreciation night at the Grizzlies baseball game and threw the first pitch for his 100 blood donations on April 20, 2019, and that the Central California Blood Center is in need of donations and asked everyone to attend one of the upcoming blood drives to donate, and stated that he attended the Behavioral Health Advisory Committee meeting on April 22, 2019.

- ◆ **Board Correspondence: Rebecca Campbell stated that the Board received a letter from the California State Department of Health Care Services regarding the Kings County Behavioral Health Department and a letter from Dr. Lisa Lewis, Behavioral Health Department Director.**

- ◆ Upcoming Events: **Rebecca Campbell** stated that **Kettleman Hills Facility 4th annual informational meeting** will be held at **Kettleman City Elementary school cafeteria on April 23, 2019 at 6:00 p.m.**, **Hanford Chamber of Commerce annual recognition dinner at the Hanford Civic Auditorium** will be held on **April 24, 2019**, **Child Abuse Prevention Coordinating Council** will host the **Walk against Child Abuse on April 27, 2019 at 8:30 a.m.** from **Hanford Civic Center Park to Hanford Mall**, **Kings County Employee Appreciation barbecue** will be held on **May 7, 2019**, **Probation Department** is hosting the **Peace Officer’s Memorial ceremony** on **May 15, 2019**, **Kings Commission on Aging Senior Health Fair** will be held on **May 22, 2019 at Hanford Civic Auditorium from 9:00 a.m. to 1:00 p.m.**, **Veterans of Foreign Wars** will host a **Golf Tournament at Lemoore Golf Course on June 1, 2019 at 8:00 a.m.**, **Kings County Sheriff’s Posse annual dinner dance** will be held on **June 15, 2019 at Burris Park** and the **Kings Lion’s Club Brewfest** will be held on **June 15, 2019 in Lemoore.**
- ◆ Information on Future Agenda Items: **Rebecca Campbell** stated the following items would be on a future agenda: **Health Department request to add additional positions for the Teachers as Parents program, Administration out of state travel, Administration Resolution for the assignment of the Registrar of Voters, Administration Employee Recognition barbecue, Job Training Office out of state travel, Administration Voting System Purchasing Agreement, Administration SB 81 round two juvenile center remodel project, Commission on Aging study session and contract, Administration SB 81 round two juvenile center remodel project, Administration agreement with California Department of Healthcare services for Medi-Cal Inmate Program.**

VI B 10

G. CLOSED SESSION

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 - ◆ **Deciding to initiate litigation.** 2 cases [Govt. Code Section 54956.9(d)(4), (e)(1)]
- REPORT OUT: David Prentice, Interim County Counsel stated that he did not anticipate any reportable action being taken in closed session.**

VIII B 11

H. ADJOURNMENT

The next regularly scheduled meeting is scheduled for April 30, 2019, at 9:00 a.m.

IX 11:00 AM

I. CALIFORNIA PUBLIC FINANCE AUTHORITY – REGULAR MEETING

X 1:30 PM

J. KINGS COUNTY HOUSING AUTHORITY– REGULAR MEETING

XI 2:00 PM

K. KINGS IN HOME SUPPORTIVE SERVICES – REGULAR MEETING CANCELLED

FUTURE MEETINGS AND EVENTS

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COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM April 30, 2019

SUBMITTED BY: Agriculture Department – Jimmy Hook/Steve Schweizer

SUBJECT: AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE FOR REIMBURSEMENT OF ORGANIC PROGRAM INSPECTION ACTIVITIES

SUMMARY:

Overview:

The Agricultural Commissioner-Sealer, through a cooperative agreement with the California Department of Food and Agriculture, will conduct inspection activities on organic producers and establishments.

Recommendation:

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

Fiscal Impact:

Revenues of \$3,150 for this program are included in the Proposed Fiscal Year 2019-2020 Budget Unit 260000, Account 81512000 (State Aid-Agriculture).

BACKGROUND:

The Agricultural Commissioner/Sealer, through cooperative agreement 19-0097-000-SA, will inspect producers and other establishments to ensure compliance with the California Organic Food and Farming Act. The program includes spot inspections, residue sampling, and complaint investigations. This program protects both the industry and the consumer by helping to assure produce labeled as organic meets the requirements of California Laws and Regulations. The term of this agreement is July 1, 2019 through June 30, 2020.

The agreement has been reviewed and approved to form by County Counsel.

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2019.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

**COOPERATIVE AGREEMENT
SIGNATURE PAGE**

AGREEMENT NUMBER
19-0097-000-SA

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

STATE AGENCY'S NAME

CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

RECIPIENT'S NAME

COUNTY OF KINGS

2. The Agreement Term is: July 1, 2019 through June 30, 2020

3. The maximum amount of this Agreement is: \$3,150.00

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

Exhibit A: Recipient and Project Information 1 Page

Exhibit B: General Terms and Conditions 3 Page(s)

Exhibit C: Payment and Budget Provisions 1 Page

Attachments: Scope of Work and Budget

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

RECIPIENT

RECIPIENT'S NAME (*Organization's Name*)

COUNTY OF KINGS

BY (*Authorized Signature*)

DATE SIGNED (*Do not type*)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

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

STATE OF CALIFORNIA

AGENCY NAME

CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY (*Authorized Signature*)

DATE SIGNED (*Do not type*)

PRINTED NAME AND TITLE OF PERSON SIGNING

CRYSTAL MYERS, BRANCH CHIEF, OFFICE OF GRANTS ADMINISTRATION

ADDRESS

1220 N STREET, ROOM 120
SACRAMENTO, CA 95814

EXHIBIT A

RECIPIENT AND PROJECT INFORMATION

1. CDFA hereby awards an Agreement to the Recipient for the project described herein:
The County will perform inspections per the California Organics Food and Farming Act.

Project Title: Organic Inspections

2. The Managers for this Agreement are:

FOR CDFA:	FOR RECIPIENT:
Name: Kiley Potter	Name: Jimmy Hook
Division/Branch: Inspection Services / Inspection and Compliance	Organization: COUNTY OF KINGS
Address: 2800 Gateway Oaks Drive, Ste. 100	Address: 680 N Campus Drive, Suite B
City/State/Zip: Sacramento, CA 95833	City/State/Zip: Hanford, CA 93230
Phone: 916-900-5198	Phone: 559-852-2830
Email Address: kiley.potter@cdfa.ca.gov	Email Address: jimmy.hook@co.kings.ca.us

3. The Grant Administrative Contacts for this Agreement are:

FOR CDFA:	FOR RECIPIENT:
Name: Kiley Potter	Name:
Division/Branch: Inspection Services / Inspection and Compliance	Organization:
Address: 2800 Gateway Oaks Drive, Ste. 100	Address:
City/State/Zip: Sacramento, CA 95833	City/State/Zip:
Phone: 916-900-5198	Phone:
Email Address: kiley.potter@cdfa.ca.gov	Email Address:

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

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

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

This award does does not support R&D.

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

EXHIBIT B

GENERAL TERMS AND CONDITIONS

1. **Approval**

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

2. **Assignment**

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

3. **Governing Law**

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

4. **State and Federal Law**

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

5. **Recipient Commitments**

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

6. **Performance and Assurances**

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

7. **Mutual Liability**

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

8. **Unenforceable Provision**

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

9. **Contractors/Consultants**

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

10. **Non-Discrimination Clause**

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

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

11. Excise Tax

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

12. Disputes

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

13. Right to Terminate

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

14. Termination for Cause

Either party reserve the right to immediately terminate this Agreement for cause subject to written notice. However, each party will have ten (10) calendar days after receipt of the termination notice to cure the breach. If the breach is not cured within ten (10) calendar days of receipt of notice, the CDFA shall reimburse the Recipient for all documented costs incurred up to the date of termination, including all non-cancellable obligations.

15. Force Majeure

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

16. Suspension of Payments

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

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

17. Breach Provisions

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

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

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

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

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

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

18. Publicity and Acknowledgement

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

19. News Releases/Public Conferences

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

20. Scope of Work and Budget Changes

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

21. Reporting Requirements

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

22. Equipment

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

23. Closeout

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

24. Confidential and Public Records

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

25. Property Damage Claims Process

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

26. Amendments

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

EXHIBIT C

PAYMENT AND BUDGET PROVISIONS

1. Invoicing and Payment

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

2. Allowable Expenses and Fiscal Documentation

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

3. Prompt Payment Clause

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

4. Budget Contingency Clause

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

State Organic Program (SOP) Cooperative Agreement 2019/2020 Scope of Work

REGISTRATION FEES

All organic registration applications (new, amended, and renewal) will be approved by the California Department of Food and Agriculture (CDFA). For each operation the county assists with submitting an organic registration application to CDFA for approval, the county will receive \$60.00.

SPOT INSPECTION PROGRAM

The county will be paid \$210.00 for each spot inspection completed for producers, restaurants, handlers, processors, and retail stores. Farmers' Market inspections will be paid at the rate of \$70.00 for the initial visit and first organic participant inspected. An additional \$10.00 will be paid for each additional organic participant inspected at that market. Farmers' Market inspections include certified and non-certified Farmers' Markets, and "swap meets."

SUPPLEMENTAL SPOT INSPECTION PROGRAM

When the need arises, supplemental inspections will be approved by CDFA staff at the above spot inspection rates.

SURVEILLANCE RESIDUE (RANDOM) SAMPLING PROGRAM

Surveillance Residue samples, are randomly collected residue samples that are **NOT** part of an investigation. The county should collect these residue samples as part of its organic surveillance program/plan (activities), to help ensure products do not contain unallowable substances. The county will be paid flat rate of \$120.00 for each Surveillance Residue sample collected.

Additional Surveillance Residue sample collections may be approved by CDFA staff as needed. The county must contact CDFA and receive authorization prior to collecting any additional samples. The county will not be reimbursed for any unauthorized samples collected. **Exception:** If collecting a residue sample is critical, and CDFA staff are not available for approval (weekends/holidays and outside normal business hours), the county may collect the sample without prior approval. However, the county is still required to notify CDFA staff via voicemail or email. CDFA staff may also request the county to collect additional samples. Any additional Surveillance Residue sample collections will be paid at the \$120.00 flat rate.

Please refer to the Fiscal Display for additional inspection, sampling, and reimbursement details.

COMPLAINT INVESTIGATIONS

County Organic Program staff are expected to conduct investigations as assigned by CDFA. The county will be reimbursed for each approved complaint investigation and residue sample(s), collected as part of an investigation. Complaint investigations, costs incurred as part of an investigation, and expenses incurred for residue samples collected as part of an investigation will be reimbursed at actual cost. Time spent preparing investigation documents may also be included as part of the investigation costs.

TRAINING

County Organic Program staff are required to go on the National Organic Program website <https://www.ams.usda.gov/services/organic-certification/training> and review the *Path to Sound and Sensible Organic Inspections* training under **Interactive Training for Organic Inspectors and Certifiers** <https://access.willinteractive.com/the-path/the-path>. County Organic Program staff should also attend training conducted by CDFA Organic Program staff.

The county may use up to 50 percent of its **Estimated Investigation Costs**, as listed in the county's **Fiscal Display**, for approved organic program training. This may include organic program training that county staff provide to outside agencies. Training expenses without prior authorization by CDFA will not be reimbursed.

County complaint investigation and training expenses must be itemized on each invoice. The invoice must include applicable hours, rates, miles, and associated expenses; to receive payment or reimbursement for these expenses. Additionally, any expenses for residue samples collected as part of an investigation must include the name of the operation where the sample was collected and the number of samples.

DISBURSEMENT OF FUNDS

Pursuant to Chapter 10 of Division 17 (commencing with section 46000) of the California Food and Agricultural Code, CDFA will disburse funds to the county for costs incurred in the enforcement of the California Organic Food and Farming Act.

The county will receive payments as appropriate for the following functions:

- Assisting with new, amended, and renewal registrations
- Spot inspections
- Soil and tissue residue sampling
- Complaint investigations
- Approved training

Disbursements will be made in two block payments: 1) For work completed from July 1 to December 31, 2019; and 2) for work completed from January 1 to June 30, 2020. Counties should submit final invoices for each block of work to CDFA in a timely manner.

The county should monitor its expenditures and contact CDFA immediately if it is at risk of exceeding the total Cooperative Agreement amount.

NOTE: CDFA cannot pay/reimburse the county for organic function activities without a signed (executed) Cooperative Agreement. The county should sign and return the Cooperative Agreement, to ensure payments for Organic Program function activities.

Administrative civil penalties imposed by the county for violations of the California Organic Food and Farming Act shall conform to Administrative Civil Penalty Guidelines set forth in the California Code of Regulations and remain in the county imposing the penalty.

Procedures are outlined in the SOP Quality Systems Manual (QSM). For additional questions, please contact the CDFA State Organic Program.

-Kings Fiscal Display – FY 2019/2020

At the discretion of the county, these inspections can be any combination of producer, handler, retailer, farmer’s market, or restaurant. Uncertified operations shall be inspected prior to any certified operations.

Spot (Random) Inspection Assignments

Amount		Rate	Total
<u>5</u>	@	\$ <u>210.00</u>	\$ <u>1,050.00</u>

Amount		1 st Organic Participant		Estimated Additional Organic Participants	
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Farmers Market	<u>2</u>	@	<u>70.00</u>	+	<u>6 @ \$10.00</u>	\$ <u>200.00</u>
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Estimated Assisted Registrations

Amount		Rate	Total
<u>5</u>	@	\$ <u>60.00</u>	\$ <u>300.00</u>

Surveillance Residue (Random) Sampling Costs
(Not part of an investigation)

Amount		Rate	Total
<u>5</u>	@	\$ <u>120.00</u>	\$ <u>600.00</u>

Estimated Investigation Costs

(Includes costs for residue samples taken as part of an investigation)

Total	\$ <u>1,000.00</u>
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Total for 2019/2020 \$ 3,150.00



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM April 30, 2019

SUBMITTED BY: Agriculture Department – Jimmy Hook/Steve Schweizer

SUBJECT: AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE FOR REIMBURSEMENT OF CERTIFIED FARMERS MARKET INSPECTION ACTIVITIES

SUMMARY:

Overview:

The Agricultural Commissioner-Sealer, through a cooperative agreement with the California Department of Food and Agriculture, will conduct inspection activities on Certified Farmers Markets and Certified Producers.

Recommendation:

Authorize the Chairman to sign the Agreement with the California Department of Food and Agriculture for the County’s Certified Farmers Market Inspection Program.

Fiscal Impact:

Revenues of \$1,581 for this program are included in the Proposed Fiscal Year 2019-2020 Budget Unit 260000, Account 81512000 (State Aid-Agriculture).

BACKGROUND:

The Agricultural Commissioner/Sealer, through cooperative agreement 19-0039-000-SA, will inspect Certified Farmers Markets and Certified Producers in accordance with the California Food and Agricultural Code and the California Code of Regulations. Activities include verifying producers are only selling produce that they have produced. This program protects both the direct marketing industry and the consumer by assuring only commodities produced by the grower are sold at a certified farmers market. The term of this agreement is July 1, 2019 through June 30, 2020.

The agreement has been reviewed and approved to form by County Counsel.

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2019.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

**COOPERATIVE AGREEMENT
SIGNATURE PAGE**

AGREEMENT NUMBER
19-0039-000-SA

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

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

RECIPIENT'S NAME
COUNTY OF KINGS

2. The Agreement Term is: July 1, 2019 through June 30, 2020

3. The maximum amount of this Agreement is: \$1,581.00

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

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

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

RECIPIENT

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

BY (*Authorized Signature*)

?

DATE SIGNED (*Do not type*)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS
680 N. Campus Drive, Suite B, Hanford, CA 93230-5923

STATE OF CALIFORNIA

AGENCY NAME
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY (*Authorized Signature*)

?

DATE SIGNED (*Do not type*)

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

ADDRESS
1220 N STREET, ROOM 120
SACRAMENTO, CA 95814

EXHIBIT A

RECIPIENT AND PROJECT INFORMATION

1. CDFA hereby awards an Agreement to the Recipient for the project described herein:
 The County will perform market and production site inspections and investigations per Food and Agricultural Code, Division 17, Chapter 10.5; the California Code of Regulations, Title 3, Subchapter 4, Article 6.5; and any established Certified Farmers Market and/or State policies and procedures.

Project Title: Certified Farmers Market Inspections

2. The Managers for this Agreement are:

FOR CDFA:		FOR RECIPIENT:	
Name:	Kiley Potter	Name:	Jimmy Hook
Division/Branch:	Inspection Services Division / Inspection and Compliance	Organization:	COUNTY OF KINGS
Address:	2800 Gateway Oaks Drive, Suite 100	Address:	680 N. Campus Drive, Suite B
City/State/Zip:	Sacramento, CA 95833	City/State/Zip:	Hanford, CA 93230-5923
Phone:	916-900-5198	Phone:	559-852-2830
Email Address:	kiley.potter@cdfa.ca.gov	Email Address:	jimmy.hook@co.kings.ca.us

3. The Grant Administrative Contacts for this Agreement are:

FOR CDFA:		FOR RECIPIENT:	
Name:	Kiley Potter	Name:	
Division/Branch:	Inspection Services Division / Inspection and Compliance	Organization:	
Address:	2800 Gateway Oaks Drive, Suite 100	Address:	
City/State/Zip:	Sacramento, CA 95833	City/State/Zip:	
Phone:	916-900-5198	Phone:	
Email Address:	kiley.potter@cdfa.ca.gov	Email Address:	

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

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

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

This award does does not support R&D.

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

EXHIBIT B

GENERAL TERMS AND CONDITIONS

1. Approval

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

2. Assignment

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

3. Governing Law

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

4. State and Federal Law

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

5. Recipient Commitments

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

6. Performance and Assurances

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

7. Mutual Liability

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

8. Unenforceable Provision

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

9. Contractors/Consultants

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

10. Non-Discrimination Clause

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

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

11. Excise Tax

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

12. Disputes

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

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

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Either party reserve the right to immediately terminate this Agreement for cause subject to written notice. However, each party will have ten (10) calendar days after receipt of the termination notice to cure the breach. If the breach is not cured within ten (10) calendar days of receipt of notice, the CDFA shall reimburse the Recipient for all documented costs incurred up to the date of termination, including all non-cancellable obligations.

15. Force Majeure

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

16. Suspension of Payments

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

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

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

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

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

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

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

18. Publicity and Acknowledgement

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

19. News Releases/Public Conferences

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

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

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

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

23. Closeout

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

24. Confidential and Public Records

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

25. Property Damage Claims Process

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

26. Amendments

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

EXHIBIT C

PAYMENT AND BUDGET PROVISIONS

1. **Invoicing and Payment**

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

2. **Allowable Expenses and Fiscal Documentation**

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

3. **Prompt Payment Clause**

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

4. **Budget Contingency Clause**

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



SCOPE OF WORK FY 2019/20

County Responsibilities

The County agrees to provide enforcement through market and production site inspections and investigations in collaboration with the California Department of Food and Agriculture (CDFA), Certified Farmers' Market (CFM) Program. The activities reimbursable under this Cooperative Agreement (Agreement) are in addition to the required inspection activities that are required by statute (Food and Agricultural Code (FAC) Section 47020(b) and FAC Section 47020(c)(3)).

The activities conducted under this Agreement should be consistent with inspection and certification procedures in FAC, Division 17, Chapter 10.5 and the California Code of Regulations (CCR), Title 3, Division 3, Chapter 1, Subchapter 4, Article 6.5. Activities to be invoiced under this Agreement will commence no earlier than July 1, 2019.

The County shall provide necessary inspection supplies and equipment, aside from forms provided by CDFA.

Activities billable under this agreement include:

- Market inspections
 - Inspections performed beyond those required by statute
 - Follow-up inspections
- Production site inspections
 - Inspections performed beyond those required by statute
 - Follow-up inspections
- Inspection and investigative reports
- Notice of Proposed Actions
- Contracts for hearing officers
- Costs related to case closure
- Mileage and travel time

Billable activities under this agreement shall be reimbursed on an hourly basis, for actual time worked (not a percentage of staff salary). Hearing officers will be reimbursed in the manner the County was charged.

Case ID Number Requirements

The County must request a Case ID number from CDFA for each case. This Case ID number will be used for all inspection/investigatory activities, through case closure.

Market inspections, in addition to the minimum required by statute, do not require a Case ID number. The County will then list the market name on the monthly invoice, in lieu of the Case ID number.

Inspections required by statute are not reimbursable under this Agreement.

County Activities

- Perform market and production site inspections and investigations (in addition to the required inspection activities that are required by statute)
- Coordinate with CDFA and the production county (if applicable), when production site inspections or investigations are necessary; written confirmation must be obtained by the County
- Draft inspection and investigative reports
- Draft Notices of Proposed Actions
- Conduct Administrative Hearings
- Provide inspection and investigation findings to CDFA and applicable counties upon request
- Record billable activities for invoicing

County Tasks

- Market inspection requirements include, but are not limited to:
 - Reviewing the Certified Farmers' Market Certificate to ensure it is valid
 - Reviewing each Certified Producer's Certificate to ensure it is valid and all commodities being offered for sale are listed on the certificate
 - Performing a visual inventory of all commodities on display and in the producer's vehicle
 - Inspecting scales being used by certified producers to ensure they are approved and sealed
 - If producer is not in compliance, or is suspected of a noncompliance, photograph all pages of the Certified Producer's Certificate, the booth, commodities offered for sale, and commodities in the producer's vehicle (if applicable), using appropriate methods for scale (i.e., a wooden ruler)
 - Issue Notices of Noncompliance when violations occur
 - Document the number of vendors selling under the authority and management of the market operator
 - certified agricultural producers
 - producers of noncertifiable agricultural products
 - all other vendors participating in the ancillary section of the market
 - Request product lists from the market operator (as needed)
 - Submit findings to CDFA in an email or Inspection Report as requested

- Production site inspection requirements include, but are not limited to:
 - Production verification inspections shall be scheduled within 48 hours of the market inspection.
 - Exemptions may be granted for extenuating circumstances, and must be approved by CDFA
 - Inspecting and photographing all commodities at the growing grounds and at storage locations, using appropriate methods for scale (i.e., a wooden ruler)
 - Document findings of the production site inspection (photographs, statements, observations, etc.) and provide to CDFA and applicable counties upon request

Invoicing

The County shall invoice CDFA for work performed under this Agreement within 60 days after the end of each month in which activities were conducted. *The County must use CDFA's invoice template provided.* The County shall submit an invoice statement for each month, even if no activities were conducted for the billing period.

The corresponding CDFA issued Case ID number must be included on all invoices for each case, with the exception of additional market inspections, which must include the market name in lieu of the Case ID number.

The County shall itemize costs for:

- Personnel costs
 - Name of the staff member performing the specified functions
 - Title (e.g., Agricultural Biologist I, Deputy Commissioner, etc.)
 - Billable hours
 - Salary (reported as an hourly rate)
 - Actual benefit rate
- Overhead costs (not to exceed 25% of personal services)
- Costs for hearing officers
- Travel costs (reimbursement rate for mileage must be in accordance with the short-term travel vehicle mileage reimbursement rate established by the California Department of Human Resources, unless county rate is less).

CDFA Responsibilities

CDFA may perform evaluations of county inspections, which include, but are not limited to: on-site observations; assessment of inspection procedures, and; reviewing of Notices of Noncompliance, Notice of Proposed Actions, and other reports for accuracy and consistency.

CDFA will assist in the coordination of Market and Production Site inspections and assign a Case ID for substantiated cases.



2019-2020 Certified Farmers' Market Fiscal Display

County Kings
Cooperative Agreement # 19-0039-000-SA

Estimated Market Inspection and Investigation Costs (Includes report writing, administrative staff costs, contracting for hearing officers, etc.)	Total \$790.50
Estimated Production Inspection and Investigation Costs (Includes report writing, administrative staff costs, contracting for hearing officers, etc.)	Total \$790.50
COOPERATIVE AGREEMENT TOTAL:	<u>\$1,581.00</u>

Operational needs may require changes to line item expenditures within the agreement budget. If changes are needed, the total agreement amount may not be exceeded. Actual invoices must reflect these changes. If additional funding is required, a budget amendment must be submitted for approval.

Investigation costs include: inspection and investigatory work, including follow-up inspections; administrative staff costs, including any functions and actions related to enforcement; mileage; travel time; contracting for hearing officers, and; any costs related to case closure. Inspections, investigations, and administrative staff costs related to enforcement such as the preparation of investigation reports and notices of proposed action (NOPAs) will be reimbursed on an hourly basis utilizing methods to ensure full cost recovery for County overhead. All reimbursement requests shall be related to a case.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM April 30, 2019

SUBMITTED BY: Department of Public Health – Edward Hill
California Health Collaborative - Susan Kordell

SUBJECT: RESOLUTION PROCLAIMING MAY 5-11, 2019 AS MATERNAL MENTAL
HEALTH AWARENESS WEEK

SUMMARY:

Overview:

The Maternal Wellness Coalition of Kings County along with the Public Health Department and the Maternal Child and Adolescent Health Program (MCAH), requests the Board proclaim the week of May 5 – May 11, 2019 as “Maternal Mental Health Awareness Week” in Kings County. By joining the nation in observing this week, the County will bring awareness to the importance of Maternal Mental Health.

Recommendation:

Adopt a Resolution proclaiming May 5 – May 11, 2019 as Maternal Mental Health Awareness week in Kings County.

Fiscal Impact:

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

BACKGROUND:

Research demonstrates that 1 in 5 Kings County mothers will suffer from a mental health disorder. Unfortunately, only a small number of women, 15 percent, will seek out treatment. In assisting to bring awareness to the issue, we help to de-stigmatize mental health services, and encourage women to seek the help they may need.

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2019.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

Resolution Proclaiming May 5-11, 2019 as Maternal Mental Health Awareness Week

April 30, 2019

Page 2 of 2

In understanding the importance of bringing awareness to this issue, the Public Health Department has partnered with the California Health Collaborative. Through a grant provided by Anthem Blue Cross, the California Health Collaborative was able to establish its Nurture to Nurture program. This program will assist in addressing the problem of Perinatal Mood and Anxiety Disorders (PMAD) in Kings County. The prevalence of PMAD amongst pregnant/postpartum woman in Kings County is about 18.4 percent. The overall rate in the state of California is 14.1 percent. Certain characteristics of residents of Kings County contribute to this higher rate, such as: many rural areas, which contributes to feelings of isolation, large percentage of families living below the poverty level, many residents with lower education levels, diversity with inability to speak English, and lack of transportation creating isolation.

The Nurture 2 Nurture program works within the community to create a program that will address the needs of women and families affected by PMAD. This includes training of hospital, office, and agency staff about PMAD, how to screen for PMAD, how to collect data, and how to facilitate sustainable support groups. The Maternal Wellness Coalition (MWC) of Kings County will meet monthly at a designated time and location for the purpose of cohesiveness and collaboration. The group will collaborate to provide Physicians, Nurse Practitioners, and Physician Assistants who are trained to use protocols developed by the American Psychiatric Association for use of anti-depressants and anxiolytic medication. They will also participate in a once a month conference call with other regional Maternal Wellness Coalition members to share successes and failures and learn what works or doesn't work in other communities. The regional Maternal Wellness Coalition will plan and execute two local educational events per year, and it will invite national experts to speak on the cutting edge treatment of PMAD. The Kings County MWC will also sponsor an event for the community during the first week of May each year to continue to educate the community on PMAD during Maternal Mental Health Week. This is funded by a grant from Anthem Blue Cross that was provided to the California Health Collaborative.

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

IN THE MATTER OF
ESTABLISHING THE KINGS COUNTY
THE MATERNAL MENTAL HEALTH AWARENESS WEEK, MAY 5-11, 2019

Resolution No. ____

WHEREAS, Maternal Mental Health is the state of psychological, emotional and social well-being that affects how moms think, feel, and act; determining how one handles stress, relates to others, and makes choices during pregnancy and the first year after birth of her child.

WHEREAS, Maternal Mental Health is of interest to providers, physicians, pregnant women, parents, and families. Maternal Mental Health seeks to maintain the state of equilibrium, or identify and intervene in the alteration of maternal mental wellness. These disorders can affect all women of childbearing age and their partners regardless of age, race, educational or income level. These disorders occur under the spectrum of Perinatal Mood and Anxiety Disorders (PMAD) and include: depression, anxiety, obsessive-compulsive disorder, bipolar disorder, and postpartum psychosis and occur during the perinatal year; that is anytime from conception to 1 year after the birth of the baby.

WHEREAS, A baby's wellness depends on mom's wellness. Maternal mental health influences both the physical and cognitive development of an infant. Maternal mental health shapes a young child's attachment style, influencing positive behavioral outcomes, school readiness, and ability to grow and succeed as a productive, happy adult in society.

WHEREAS, Research demonstrates that during the childbirth year, 1 in 5 Kings County child bearing mothers will suffer from a mental health disorder; yet, only 15% of women seek out treatment. Statistically, California overall has a prevalence of 14.1%, while Kings County has a rate of 18.4%.

WHEREAS, Increased identification and increased education of the prevalence, rates, etiology, presenting symptoms and treatment options for pregnant and postpartum women suffering from perinatal mood and anxiety disorders (PMAD) is crucial for Kings County.

WHEREAS, Many women are not adequately informed, screened, or treated/referred for perinatal mood and anxiety disorders due to lack of understanding, or lack of knowledge of where and how to access care.

WHEREAS, Perinatal mood and anxiety disorders are very treatable by engaging in therapeutic counseling intervention, community-based supportive services, social support and medication.

WHEREAS, It is crucial that service providers and community support systems that interface with new parents have an understanding of perinatal mood and anxiety disorders, and are able to identify at-risk moms , in order to provide prompt diagnosis, treatment, and proper community based services to facilitate a successful recovery. With treatment, this is a short term alteration in mom's maternal mental health.

WHEREAS, Raising awareness about the importance of maternal mental health is important. Therefore, the Maternal Wellness Coalition of Kings County will join the rest of the nation in observance of the Week of Maternal Mental Health Awareness, Sunday, May 5th through Saturday, May 11th, 2019.

NOW, THEREFORE, BE IT PROCLAIMED, by the Board of Supervisors of the County of Kings, State of California, does hereby recognize the week of Sunday, May 5th through Saturday, May 11th, 2019 as the WEEK OF MATERNAL MENTAL HEALTH AWARENESS in Kings County and supports the efforts of Maternal Wellness Coalition of KINGS County to promote the wellness of women and children.

The foregoing resolution was adopted upon motion by Supervisor _____, seconded by Supervisor _____ at a regular meeting held on the day of _____, 2019, by the following vote:

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

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

IN WITNESS WHEREOF, I have set my hand this ____ day of _____, 2019

Clerk of said Board of Supervisors



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM April 30, 2019

SUBMITTED BY: District Attorney – Keith Fagundes/Robert Waggle

SUBJECT: FIREARM PURCHASE

SUMMARY:

Overview:

The District Attorney's Office requests approval to replace department issued handguns assigned to investigators, and to resell current handgun inventory.

Recommendation:

- 1) Approve the Kings County District Attorney's Office request to purchase new handguns; and
- 2) Authorize the District Attorney's Office to resell the current handgun inventory through a licensed firearm dealer either to the dealer or to the employee assigned to the weapon; and
- 3) Authorize the Clerk of the Board to sign the Budget Appropriation and Transfer form. (4/5 vote required)

Fiscal Impact:

The total fiscal impact is not to exceed \$7,353 to Budget Unit #216000, account #82440207.

BACKGROUND:

The District Attorney's Office (DAO), Bureau of Investigations assigns each DA Investigator a firearm for use in the performance of their official duties. The need was anticipated to replace these firearms in Fiscal Year 2019-2020; however, the DAO currently has savings in Budget Unit #216000, Account #82228000 to make this purchase.

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2019.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

FIREARM PURCHASE

April 30, 2019

Page 2 of 2

County Administration was consulted in this decision, and it was mutually agreed to make the firearm purchase in Fiscal Year 2018-2019 using this savings. County Purchasing was also consulted and requested three competitive bids, which was subsequently performed. A budget transfer will need to be completed from account #82228000 to the fixed asset account #82440207.

Currently, the standard issue firearm for a DA Investigator is a Glock, Model 21, .45 caliber. The DAO is requesting to replace these with Glock, Model 45, 9mm caliber handguns. Our typical firearm replacement is needed after the firearms are used to fire several thousand rounds during training and are exhibiting issues with worn components and various failures. When a decision to replace is made, a thorough evaluation of the various options of firearms is conducted, usually through demos, research, and practical testing by several investigators in the DAO. The Glock, Model 45, is the preferred choice for the replacement both for cost and performance. The change in caliber is consistent with other local law enforcement agencies and will result in a fiscal savings from decreased ammunition expenses. The 9mm ammunition is less expensive to purchase than the .45 caliber ammunition.

At the lowest bid, the cost to purchase 16 units of the Glock, Model 45, firearm was quoted to be \$7,353. This same company also offered to purchase our existing Glock, Model 21 firearms at a unit price of \$280. DA Investigators have also requested to purchase their assigned firearm for sentimental purposes at the same price. This practice has been authorized in the past and, if permitted again, will be facilitated through a licensed firearm dealer.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM April 30, 2019

SUBMITTED BY: Human Resources – Leslie McCormick Wilson

SUBJECT: OUT OF STATE TRAVEL

SUMMARY:

Overview:

The County's Deferred Compensation program includes funding for ongoing fiduciary training of the Deferred Compensation Oversight Committee members. The five members of the Committee are: the Human Resources Director, Assistant County Administrative Officer, Finance Director, Assistant Finance Director and a retiree representative. Attendance at the National Association of Government Defined Contribution Administrators (NAGDCA) conference is highly recommended by NFP Retirement, who advises the oversight committee on plan management. It is recommended that Assistant County Administrative Officer, Roger Bradley attend the conference this year.

Recommendation:

Approve out-of-state travel for Roger Bradley, Assistant County Administrative Officer, to attend the National Association of Government Defined Contribution Administrators Conference in New Orleans, Louisiana on September 8-11, 2019.

Fiscal Impact:

Expenses for the conference including airfare, hotel, and other costs are estimated at approximately \$3,000. Appropriation for this expense is included within the Human Resources Fiscal Year 2019-2020 budget for this purpose. The costs are offset by revenue from the plan provider, so there is no net County cost for this trip.

BACKGROUND:

The NAGDCA is the premier organization in the country for defined contribution program managers. The budget for the committee includes one member attending this annual conference which is rotated amongst the members.

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2019.

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.

Agenda Item
OUT OF STATE TRAVEL
April 30, 2019
Page 2 of 2

This year, the Committee elected to send Assistant CAO, Roger Bradley to represent the County.

In years when the conference is held closer to California, it is feasible to send more than one committee member. However, this year's conference is being held in New Orleans, Louisiana and begins on Sunday, September 8, 2019 and ends Wednesday, September 11, 2019, with Saturday, September 7 as a travel day. This yearly conference offers staff the opportunity to build a national network of contacts, share ideas and best practices with peers, and learn innovative techniques for improving retirement outcomes that will benefit all County employees.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM April 30, 2019

SUBMITTED BY: Information Technology Department – John Devlin

SUBJECT: OUT OF STATE TRAVEL REQUEST

SUMMARY:

Overview:

This travel request is for Chief Information Officer (CIO) John Devlin to attend California County Information Systems Directors Association (CCISDA) Leadership Forum. The meeting will be held on May 20, 2019 in Redmond, Washington. As this training is outside of California, travel must be approved by the Board of Supervisors as required by County policy.

Recommendation:

Approve the out-of-state travel of Chief Information Officer John Devlin to attend the California County Information Systems Directors Association Leadership Forum in Redmond, Washington.

Fiscal Impact:

Travel cost will not exceed \$1,400 and funds are included in the Fiscal Year 2018-2019 Budget under the Information Technology Department (Budget Unit 195900, Account 82229010 – Travel and Expense).

BACKGROUND:

The purpose of this meeting is for the combined Information Technology (IT) Directors from all California Counties to meet with the Microsoft Executive Team and express the joint concern about Microsoft continually raising their rates to local government and to learn more about its approach to Social Issues, including Homelessness, Protecting Aging Citizens, Improving Public Safety, and to tour their Cybercrime Center. CCISDA feels that the show of solidarity from its membership may result in lower rates and multiple year saving for all counties in the future.

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2019.

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 April 30, 2019

SUBMITTED BY: Public Works Department – Kevin McAlister
SUBJECT: IN-LIEU PARCEL MAP 18-13 DEDICATION

SUMMARY:

Overview:

This dedication is required by the Kings County Improvement Standards, Resolution 03-67, adopted by your Board on May 6, 2003.

Recommendation:

- 1. Accept the dedication for In-Lieu Parcel Map 18-13 (Lolita P. Mamuad and Julio B. Mamuad) into the County Maintained Mileage; and**
- 2. Authorize the Clerk of the Board to sign the acceptance on the map.**

Fiscal Impact:

There is no impact to the General Fund by this action. Any future maintenance costs will be borne by the Road Fund.

BACKGROUND:

The owners of the parcel to be subdivided, (Lolita P. Mamuad and Julio B. Mamuad) were required to dedicate additional right-of-way along the frontage of Jersey Avenue as a condition of approval of this land division. This land division is located on Jersey Avenue east of State Route 41.

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2019.

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 April 30, 2019

SUBMITTED BY: Public Works Department – Kevin McAlister

SUBJECT: RESOLUTION CERTIFYING KINGS COUNTY'S MAINTAINED MILEAGE FOR 2018

SUMMARY:

Overview:

The County is required to certify the number of road miles maintained by the County to the State on an annual basis. This information is used to calculate Highway User Tax apportionments.

Recommendation:

Adopt a Resolution certifying the County's maintained mileage of roads for calendar year 2018.

Fiscal Impact:

There is no impact to the General Fund. There will be a negligible decrease in Highway User Tax allocations to the County due to a small decrease in maintained mileage.

BACKGROUND:

The number of miles of roads maintained by jurisdictions is used in the various formulas for distribution of gas tax revenues to the Counties throughout the State. The Board of Supervisors is required to certify the amount of road miles maintained each year to the State Controller. In 2018, 0.5 miles of road were lost in an annexation to the City of Lemoore (18 ¾ Avenue and Hanford-Armona Road). The maintained mileage to be certified for 2018 is 926.5 miles.

Resolution has been reviewed by County Counsel.

BOARD ACTION :

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2019.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

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

IN THE MATTER OF PETITION TO
CALIFORNIA STATE CONTROLLER/

RESOLUTION NO. _____

WHEREAS, the Public Works Department on April 24, 2018, certified to the State Controller the total mileage of maintained County Roads in unincorporated territory in the County of Kings to be 927 miles; and

WHEREAS, under the provisions of Section 2121 of the Street and Highways Code, the County of Kings requests that its mileage of maintained roads be changed to 926.5 miles.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of the County of Kings requests this petition be granted and the mileage of County maintained roads of this County be certified to the State Controller.

The foregoing Resolution was adopted upon motion by Supervisor _____, seconded by Supervisor _____, at a regular meeting held on the 30th of April, 2019, by the following vote:

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

Joe Neves
Chairman of the Board of Supervisors
County of Kings, State of California

WITNESS my hand and seal of said Board of Supervisors this _____ day of _____ 2019.

Clerk of Said Board of Supervisors



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM April 30, 2019

SUBMITTED BY: Job Training Office – Lance Lippincott

SUBJECT: OUT OF STATE TRAVEL REQUEST

SUMMARY:

Overview:

The Job Training Office (JTO) is seeking approval for JTO Economic Development Manager, James “Jay” Salyer, to meet with commercial real estate brokers and retail businesses in Las Vegas, Nevada at the International Council of Shopping Centers on May 20-21, 2019 to discuss business activity and possible locations in Kings County.

Recommendation:

Approve out-of-state travel for James Salyer to meet with commercial real estate brokerage firms and retail businesses in Las Vegas, Nevada from May 20-21, 2019.

Fiscal Impact:

Travel, lodging, meals and ground transportation are estimated at \$1,800. This full amount has been budgeted in the marketing contract received by JTO from the Kings County Economic Development Corporation (EDC) for the current fiscal year.

BACKGROUND:

The Kings County Job Training Office, through its contract with the Kings County Economic Development Corporation, generally engages in a minimum of five annual economic engagement trips per year. Two of the five trips are out of state, usually to New York, Chicago, Atlanta, or Dallas. In the current fiscal year, all out of state travel was suspended temporarily to focus on internal operations. However, due to the loss of several key retail businesses in Kings County, a greater focus on economic engagements at large retail site selector events is now being undertaken in conjunction with other marketing and outreach efforts. The International Council of Shopping Centers “RECon” event in Las Vegas is one of the largest gatherings of retail/real estate professionals, developers, brokers, owners, and retailers in the world. This event provides a unique marketing opportunity.

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2019.

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 April 30, 2019

SUBMITTED BY: Administration – Rebecca Campbell

SUBJECT: RESOLUTION PROCLAIMING MAY 5 – MAY 11, 2019 AS PUBLIC SERVICE RECOGNITION WEEK AND DECLARING THE KINGS COUNTY ANNUAL EMPLOYEE RECOGNITION BARBECUE AS A TOBACCO-FREE EVENT

SUMMARY:

Overview:

On Tuesday, May 7, 2019, Kings County will be having its Annual Employee Recognition Barbecue. The Kings County Annual Employee Recognition Barbecue Committee (“Committee”) members are requesting that this event be a Tobacco-Free event by prohibiting the use of tobacco on the event grounds. The Kings County Health Department is also hosting a Health Walk beginning at 11:00 a.m.

Recommendation:

1. Adopt the Resolution proclaiming May 5 – May 11, 2019 as Public Service Recognition Week and declaring Kings County Annual Employee Recognition Barbecue as a Tobacco-Free event; and
2. Authorize the Chairman to sign a letter of thanks on behalf of the Board to Best Buy Market and Kings Federal Credit Union as well as other organizations for their contributions during the event.

Fiscal Impact:

Sufficient funds are included in the Administration Employee Service Awards account for this event.

BACKGROUND:

In 1990, the Kings County Board of Supervisors (“Board”) adopted the Employee Recognition Program to acknowledge the County’s outstanding employees. This included an “Employee of the Quarter” recognition, creation of a County newsletter to promote employee activities, and an annual barbecue. The Employee Appreciation Recognition Barbecue provides an opportunity for Board Members, Department Heads, Community Leaders, and Jail Kitchen staff to cook for and serve employees a barbecue lunch in recognition of their dedication to outstanding public service.

(Cont’d)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2019.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

RESOLUTION PROCLAIMING MAY 5 – MAY 11, 2019 AS PUBLIC SERVICE RECOGNITION WEEK AND DECLARING THE KINGS COUNTY ANNUAL EMPLOYEE RECOGNITION BARBECUE AS A TOBACCO-FREE EVENT

April 30, 2019

Page 2 of 2

Public Service Recognition Week is conducted on a national level during the week starting May 5, 2019. Activities will be conducted throughout the County acknowledging those in public service. The annual barbeque will begin at 11:00 a.m. on May 7, 2019 with a Health Walk, hosted by the Kings County Health Department, encouraging our employees to begin an exercise regime on a regular basis. The Health Walk will be immediately followed by the barbecue from 11:30 a.m. – 1:00 p.m. This also coincides with our health insurance open enrollment period for May.

The Committee is requesting the support of the Board to declare this annual event to be free of tobacco use, to encourage all staff to improve their lives by taking this step towards a healthier, tobacco free life.

The Committee requests that your Board thank Best Buy Market and Kings Federal Credit Union for their generosity and support of Kings County Employees. Both contributed significant time, food and price discounts to help make this event successful.

Other organizations have also contributed donations to our event such as membership, gift cards and miscellaneous prizes for employees. It is recommended that all these organization be recognized by the Chairman with a letter of thanks.

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

* * * * *

IN THE MATTER OF PROCLAIMING
MAY 5 - MAY 11, 2019, AS PUBLIC
SERVICE RECOGNITION WEEK AND
DECLARING THE KINGS COUNTY ANNUAL
EMPLOYEE RECOGNITION BARBECUE
A TOBACCO-FREE EVENT / RESOLUTION NO. 19-

WHEREAS, the public employees at every level of government faithfully serve their fellow Americans and make numerous contributions to the communities they serve; and

WHEREAS, that in a time of leaner budgets and smaller staffs, they work hard to inspire and maintain the public's trust in government and to forge effective partnerships between the private and public sectors; and

WHEREAS, by accepting greater responsibility and increased accountability, public employees continue to rise to new challenges and keep America growing as we begin the twenty-first century; and

WHEREAS, designating a week to honor those employees will provide a dual opportunity to pay tribute to our public employees and inform the American people about the scope and importance of public service; and

WHEREAS, County employees are to be honored at the Kings County Annual Employee Recognition Barbecue to be held on the 7th of May, 2019; and

WHEREAS, reduction in secondhand smoke exposures through the promotion of tobacco-free events is a positive step toward improving the health of the public; and

WHEREAS, tobacco use, particularly smoking, remains the number one cause of preventable disease and death in the United States; and

WHEREAS, the Environmental Protection Agency (EPA) has classified secondhand smoke a "Group A" carcinogen – a substance known to cause cancer in humans. There is no safe level of exposure for "Group A" toxins; and

WHEREAS, we shall not solicit or be the recipient of sponsorship or funding, either directly or in-kind, from corporations and other funders that manufacture and market the use of tobacco products; and

WHEREAS, we shall not endorse, or otherwise promote by association with name or in logo, the tobacco industry, by accepting their donations in funding, sponsorship, or in-kind services; and

WHEREAS, we shall promote a tobacco-free event by prohibiting the use of these products on the event grounds.

NOW THEREFORE, IT IS HEREBY RESOLVED as follows:

1. That the Kings County Board of Supervisors (“Board”) do hereby proclaim the week of May 5 - May 11, 2019, as Public Service Recognition Week and urge all citizens of the County to join in recognizing and honoring the services rendered to our communities by public service employees.

2. The Board, with the Kings County Annual Employee Recognition Barbecue Committee (“Committee”) of Kings County Government Employees, and supported by the Kings County Tobacco Control Program, hereby proclaim the Kings County Annual Employee Recognition Barbecue a tobacco-free event. The Board and Committee encourage all staff to improve their lives by taking this step toward a healthier, tobacco-free life.

The foregoing resolution was adopted upon motion by Supervisor _____, seconded by Supervisor _____ at a regular meeting held on the ____ day of _____, 2019, by the following vote:

AYES:
NOES:
ABSENT:

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

IN WITNESS WHEREOF, I have set my hand this ____ day of _____, 2019.

Clerk of said Board of Supervisors



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM April 30, 2019

SUBMITTED BY: Department of Public Health – Edward Hill

SUBJECT: RESOLUTION FOR THE ESTABLISHMENT OF THE KINGS COUNTY HOMELESSNESS COLLABORATIVE

SUMMARY:

Overview:

The Kings County Homelessness Collaborative is being created to advise and assist the County’s efforts to address homelessness in the community and report to the Kings County Board of Supervisors on a periodic basis. The Homelessness Collaborative will assist community leaders in the assessment of the community’s homeless, including strengths and gaps in the current system, and develop strategies to meet unmet needs. The Collaborative will also make recommendations on policies that will improve strategies, goals, and funding resources to address homelessness.

Recommendation:

1. Adopt a Resolution establishing the Kings County Homelessness Collaborative; and
2. Direct the Clerk of the Board of Supervisors to advertise the Collaborative vacancies in accordance with the Maddy Act (Government Code section 54972 et seq.).

Fiscal Impact:

There is no cost to the County General Fund. The Department of Public Health acting as the coordinating agency will result in only indirect costs to Health Realignment in budget unit 411100.

BACKGROUND:

Homelessness is a complex subject impacting many individuals within Kings County as well as economic, social, legislative, and political systems. Communities in Kings County and throughout the state have experienced increases in the number of homeless persons in recent years, and there are a multitude of factors

(Cont’d)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2019.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

RESOLUTION FOR THE ESTABLISHMENT OF THE KINGS COUNTY HOMELESSNESS COLLABORATIVE

April 30, 2019

Page 2 of 2

contributing to homelessness. According to the Kings/Tulare Homeless Alliance's Point-In-Time Count of Homeless Persons in 2019, there are 251 homeless persons in Kings County which is a 30% increase from 2018.

There are many organizations committed to serving homeless persons and reducing the prevalence of homelessness; however, resources are fragmented and do not provide a seamless navigation experience to homeless persons seeking habitation. Lack of available and affordable permanent housing, emergency shelters, transitional housing, and other infrastructure to reduce homelessness also remain as significant barriers.

Multiple sectors intersect with homelessness, including health care, law enforcement, child welfare, public transportation, faith-based organizations, and businesses. There are opportunities within the community, County and City governments, and service organizations to increase alignment of resources and strategies to more effectively address homelessness. Addressing homelessness in Kings County requires an effective and coordinated response, with committed organizations and individuals working across sectors and jurisdictions to yield the desired outcomes. As a result, a Homelessness Collaborative is proposed to accomplish this goal.

The Homelessness Collaborative will promote greater coordination and more comprehensive approaches to addressing homelessness at its root causes. The Collaborative would serve as a forum for diverse stakeholders to participate in developing coordinated strategies and aligning resources across sectors and jurisdictions in order to transform dispersed efforts into a systemic response to homelessness in Kings County.

The Homelessness Collaborative would assess homelessness and its impacts throughout the County, formulate and recommend appropriate strategies to address homelessness, and coordinate activities of committed stakeholders to make meaningful progress in reducing homelessness. The Collaborative would focus on developing and tracking measures and outcomes that would demonstrate progress and identify additional opportunities. Finally, the Collaborative would provide opportunities to focus available funding for homelessness and decrease the emergence of redundant services.

The Homelessness Collaborative vacancy notice will be posted in the Hanford Sentinel as well as on the County of Kings website, as soon as the Board of Supervisors approves the notice to be posted by the Clerk of the Board. The vacancy notice must be posted for 10 calendar days prior to the application window closing. There will be four automatically appointed members, which are; Kings County Human Services Agency Director, Kings County Behavioral Health Director, Kings County Department of Public Health Director and a Board of Supervisor Representative. The four members will create a screening tool for all applications received. Decisions will be based on committee review and if needed, interviews will be held. Once the applicants have been selected, it will be brought back to the Board of Supervisors for the final approval.

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

IN THE MATTER OF
ESTABLISHING THE KINGS COUNTY
HOMELESSNESS COLLABORATIVE /

Resolution No. ____

WHEREAS, Government Code section 31000.1 permits the Board of Supervisors (“Board”) to appoint commissions or committees of citizens to study problems of general or special interest to the Board; and

WHEREAS, the Board has an interest in addressing homelessness in Kings County; and

WHEREAS, on March 12, 2019, the Board decided to create the Kings County Homelessness Collaborative (“Collaborative”); and

WHEREAS, the Collaborative will advise and assist Kings County Departments on efforts to address homelessness affecting the community; and

WHEREAS, the Collaborative would report back to the Board on a periodic basis.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. Pursuant to Government Code section 31000.1, a commission to address homelessness within Kings County is hereby established and shall be named and known as the “Kings County Homelessness Collaborative.”
2. The Board of Supervisors hereby sets the membership of the Collaborative at sixteen (16) members. Each member shall be appointed by the Board of Supervisors and shall serve a term of three (3) years, each term beginning on May 1st of the year they are appointed. There will be no limitation on the number of terms a member may serve.
3. The Board of Supervisors shall initially appoint a number of members to a lesser term in order to ensure that the terms of the sixteen (16) members are staggered. For the purpose of staggering the three (3) year terms, the nine (9) members appointed for Board of Supervisors, Behavioral Health Director, Department of Public Health Director, Human Services Agency Director, Kings County Sherriff’s Office, Community Action Agency, Housing Authority, Faith Community, and Transit Authority shall be appointed for three (3) year terms. The remaining seven (7) members shall be appointed for initial two (2) year terms after which the terms shall revert to three (3) year terms ensuring the continued staggering of terms.
4. The Collaborative shall perform the following duties:

- a. Assist the County in assessing the community's homeless population and services, including strengths and gaps in the current system (including rural and/or underserved areas), and help to develop strategies (short-term and long-term) to meet unmet needs.
 - b. Recommend policies that improve quality of life for homeless persons.
 - c. Make recommendations on strategies, goals, and funding resources to address homelessness within the County.
 - d. Encourage support for the development and implementation of effective homeless programs and services.
 - e. Align current efforts and identify, and prevent, the creation of redundant services.
 - f. Develop recommendations for participating agencies relevant to existing and proposed legislation on homelessness.
 - g. Assist in the production of written reports for presentation to the Board of Supervisors. Present an annual report to the Board of Supervisors.
 - h. With the concurrence of the Board of Supervisors, advocate for increased action to improve the situation of homeless persons.
 - i. Such other duties as assigned by the Board of Supervisors.
5. The Collaborative may not represent the County to any state, county, city, special district, school district, agency, commission, or any other organization on any matter concerning the County unless authorized by the Board of Supervisors.
6. The Collaborative shall adopt bylaws for its own governance and procedures not inconsistent with this Resolution. These bylaws shall govern the conduct of the meetings and set forth guidelines by which to perform its duties. Prior to adoption of bylaws, the Collaborative shall submit the proposed bylaws to the Board of Supervisors for approval. The Collaborative may adopt, amend, or repeal the by-laws, but only with the approval of the Board of Supervisors.
7. The Collaborative shall be subject to the Ralph M. Brown Act, Government Code section 54950 et seq., and any other applicable statutes regulating government officials.
8. A quorum must be present for the transaction of the Collaborative's business. A majority of the total membership of non-vacant positions on the Collaborative shall constitute a quorum. The Collaborative may take action by the affirmative vote of a majority of a quorum.
9. Members of the Collaborative shall not receive any payment from the County of Kings for their services on the Collaborative or accept any donation on behalf of the County or the Collaborative unless authorized by the Board of Supervisors. Members of the Collaborative shall not receive any reimbursement from the County for office expenses or travel and meals unless such is specifically authorized by the Board of Supervisors before such expense is incurred.
10. The Collaborative shall remain in existence until abolished by resolution by the Board of Supervisors.

11. The Board of Supervisors hereby directs the Clerk to post the list of vacancies in accordance with the Maddy Act (Government Code section 54972 et seq.).

The foregoing resolution was adopted upon motion by Supervisor _____, seconded by Supervisor _____ at a regular meeting held on the day of _____, 2019, by the following vote:

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

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

IN WITNESS WHEREOF, I have set my hand this ____ day of _____, 2019

Clerk of said Board of Supervisors



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM April 30, 2019

SUBMITTED BY: Department of Public Health – Edward Hill/Scott Waite
SUBJECT: RESOURCE COORDINATOR ALLOCATION REQUEST FOR PARENTS AS TEACHERS PROGRAM
SUMMARY:

Overview:

The Department of Public Health, through a partnership with the Human Services Agency, has received increased funding to expand a currently established evidence based Home Visitation program with CalWORKS participants that are first time parents. The Department of Public Health is seeking approval for two (2.0) additional new position allocations: 2.0 full time equivalent (FTE) Family Resource Coordinators. These positions will deliver the Parents as Teachers evidence based Home Visitation program that is funded by the Department of Social Services (Assembly Bill 1811). In Kings County, there are 253 CalWORKS participants that are eligible to receive home visitation services and an additional 284 families that have been identified as eligible under various other criteria. The two additional Family Resource Coordinators would increase the capacity of the Parents as Teachers program to serve an additional 30 to 50 families.

Recommendation:

Allocate 2.0 full time equivalent Family Resource Coordinator positions to the Department of Public Health within Budget Unit 411100.

Fiscal Impact:

There is no General Fund contribution associated with the recommended action. Sufficient funding has been provided in the CalWORKS Home Visitation Initiative (HVI) funding provided by the Department of Social Services in Assembly Bill 1811. The Parents as Teachers home visitation project is fully funded by the CalWORKS HVI and Child Abuse Prevention Coordinating Council. The 2 Family Resource Coordinators will cost \$110,508 at step one and \$134,843 at step 5. The exact cost for Fiscal Year 2019-2020 will depend on the hiring step of these two positions.

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2019.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

RESOURCE COORDINATOR ALLOCATION REQUEST FOR PARENTS AS TEACHERS PROGRAM

April 30, 2019

Page 2 of 3

BACKGROUND:

Currently, the Department of Public Health has three (3.0) Family Resource Coordinators FTE allocations. Two Family Resource Coordinators deliver the Parents as Teachers curriculum to families with children less than 2 years of age that have been identified and referred by the Human Services Agency's Child Welfare Services. These two (2.0) FTEs are funded by a grant from the Child Abuse Prevention Coordinating Council. AB 1811 was originally passed creating the CalWORKS HVI as a pilot program set to expire June 30, 2021. In Governor Newsom's budget release of January 10, 2019, he took steps to make the CalWORKS HVI permanent. Subject to an appropriation in the annual Budget Act, the Department will continue to award funds to participating counties who apply biennially and meet the minimum requirements. One (1.0) Family Resource Coordinator is allocated to the CalWORKS HVI to deliver the Parents as Teachers curriculum to families with children less than 2 years of age that are first time parents and CalWORKS eligible.

Each county in California receives an allocation of grant funding from the Department of Social Services to provide voluntary home visitation to first time mothers eligible for the CalWORKS program. Using the Parents as Teachers model, the additional Family Resource Coordinators will conduct personal visits, lead group connections, connect parents to local resources, and complete screenings on children. Together, these 4 components form a cohesive package of services with 4 goals:

1. Increase parent knowledge of early childhood development and improved parent practices;
2. Provide early detection of developmental delays and health issues;
3. Prevent child abuse and neglect; and
4. Increase children's school readiness and success.

Parents as Teachers builds strong communities, thriving families, and children that are healthy, safe, and ready to learn by matching parents and caregivers with trained professionals who make regular personal home visits during a child's earliest years in life, from prenatal through kindergarten. The internationally-recognized evidence-based home visiting model is backed by 35 years of research-proven outcomes for children and families. Parents as Teachers currently serves nearly 200,000 families in all 50 U.S. states.

The Kings County Parents as Teacher program is a new program offered in Fiscal Year 2018-2019; hence, there is no local outcome data available at this time. More than a dozen outcome studies have been conducted on the effects of the Parents as Teachers at the national level. These studies show:

- Children's developmental delays and health problems are detected early;
- Children enter kindergarten ready to learn and the achievement gap is narrowed;
- Children achieve school success into the elementary grades;
- Parents improve their parenting knowledge and skills;
- Parents are more involved in their children's schooling; and
- Families are more likely to promote children's language and literacy.

The Parents as Teachers model allows each Family Resource Coordinator to conduct 40 and 50 home visits per month, based on training and experience. This allows a Family Resource Coordinator to see between 14 and 25

(Cont'd)

Agenda Item

RESOURCE COORDINATOR ALLOCATION REQUEST FOR PARENTS AS TEACHERS PROGRAM

April 30, 2019

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clients per month. The exact caseload is determined by the experience of the Family Resource Coordinator, the number of stressors a family has as defined by Parents as Teachers, and the duration the client has been enrolled in the Parents as Teachers program. In the inaugural year the Parents as Teachers home visitation program has served 17 families.

Families Eligible to Receive Home Visitation Services by Category	Eligible Clients
CalWORKs Assistance Units - Pregnant with no other children at the time of enrollment, or a first-time parent, or caretaker relative of a child less than twenty-four months	239
Child-only - Pregnant with no other children at the time of enrollment, or a first-time parent, or caretaker relative of a child less than twenty-four months	14
Sub-Total Target Population	253
Welfare To Work Families with 23 Month Child Exemption	224
Welfare To Work Families on 12 Week Post-Partum Exemption	48
Cal-Learn Parents	12
Sub-Total Expanded Population	284
Total	537

While all eligible families would benefit from participation in the Parents as Teachers home visitation program, it is estimated that 50 to 60 percent of eligible families would enroll. Using this data, the estimated need is 268 families. The current capacity of the Parents as Teachers program is 45 families. The additional Family Resource Coordinators would increase the capacity by 30 families bringing the total capacity to 75 families. Based upon an extensive review of the current program model, and in light of future needs, the CalWORKS home visitation project will begin providing Parents as Teachers home visitation services. In order to provide the opportunity for the maximum number of eligible Kings County residents to participate, two additional Family Resource Coordinators need to be recruited and hired.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM April 30, 2019

SUBMITTED BY: Human Services Agency – Sanja Bugay

SUBJECT: FIRST AMENDMENT TO AGREEMENT WITH KINGS COUNTY
COMMISSION ON AGING FOR FISCAL YEAR 2018-2019

SUMMARY:

Overview:

The Human Services Agency has a contractual agreement with the Kings County Commission on Aging (KCCOA) to provide for county funds for senior services in Fiscal Year (FY) 2018-2019. The Human Services Agency (HSA) is requesting the Board to re-designate the use of \$35,277 approved in the April 9th Board item for FY 17/18 agreement amendment for the use in the FY 2018-19 amended agreement.

Recommendation:

Authorize the Chairman to sign the first amendment to the Agreement with the Kings County Commission on Aging for Fiscal Year 2018-2019.

Fiscal Impact:

The cost of this amendment would be funded with the monies that were previously identified to fund a FY 2017-2018 agreement amendment. The Department is requesting that your Board re-designate the use of those funds to FY 2018-2019. These funds are County General Fund savings within budget unit 520000. The savings are generated from lower than projected In Home Supportive Services (IHSS) Maintenance of Effort charges for FY 2017-2018 and the State's reimbursement to the Department for those overcharges during the current fiscal year. The increase in the agreement will result in the total maximum reimbursement to the contractor of \$80,805 under the FY 2018-2019 contract.

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2019.

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.

Agenda Item

FIRST AMENDMENT TO AGREEMENT BETWEEN KINGS COUNTY AND KINGS COUNTY COMMISSION ON AGING FOR FISCAL YEAR 2018-2019

April 30, 2019

Page 2 of 3

BACKGROUND:

On January 30, 2018, the Board of Supervisors approved an agreement with the Kings County Commission on Aging (KCCOA) to provide senior services for Fiscal Year 2017-2018 (Board Agreement No. #18-011), and amended that agreement on March 13, 2018 (Board Agreement No. #18-011.1). On March 12, 2019, the Human Services Agency presented Funding Considerations for the Kings County Commission on Aging for Fiscal Year 2017-2018.

During that meeting, the Board approved presented option #2, directing the Human Services Agency:

“To bring back the FY 2017-2018 agreement with an increase of \$35,277 and fund it with General Fund Contingencies to cover the overpayment cost related to the Adult Day Care Services with no repayment required.”

On April 9, 2019, the Board of Supervisors approved authorizing the Chairman to sign the second amendment to the Agreement with the KCCOA for senior services for Fiscal Year 2017-2018 (Board Agreement 18-011.2). Simultaneously, the Kings/Tulare Area Agency on Aging (K/TAAA) Governing Board also approved to use K/TAAA trust funds to pay the KCCOA the \$35,277 for FY 17/18. During the April 9th Board meeting, there was a lack of clarity about the timeliness of the K/TAAA payment to KCCOA or potential for a requirement for KCCOA to payback K/TAAA if the payment was deemed ineligible by the State.

Subsequent to the April 9th Board meeting, Human Services Agency, K/TAAA, and KCCOA staff met and clarified outstanding questions related to timing, use of funds, and potential audit issues and came up with the recommended actions that would result in maximizing the use of available resources for both the FY 2017-2018 and FY 2018-2019 match. Providing matching funds to leverage State and federal grants remains an issue for KCCOA, and the proposed reallocation of IHSS funding to the issue would allow for maximizing the drawdown of state and federal funds. These are the agreed upon issues:

- Currently, both the K/TAAA Board and Kings County Board of Supervisors have identified \$35,277 available to fund Kings County Commission on Aging for FY 2017-2018 for the same purpose.
- KCCOA cannot accept the funds from both organizations for the same purpose, but has an ongoing need for the current fiscal year in order to meet the match requirements for California Department of Aging grant purposes.
- KCCOA would not be responsible for any paybacks to K/TAAA should there be issues related to future audits of the use of K/TAAA trust fund; such responsibility would fall on the counties.
- In order for K/TAAA to issue funds to Commission on Aging, Kings county needs to re-designate the use of funds identified in the April 9th item from FY 2017-2018 to the current fiscal year. The item as presented accomplishes this action.
- The totality of actions would result in Commission on Aging receiving \$70,554:
 - 35,277 from K/TAAA for FY 17/18 for prior year overpayment issues
 - 35,277 from Kings County for FY 18/19 in County General Funds for match purposes

Agenda Item

FIRST AMENDMENT TO AGREEMENT BETWEEN KINGS COUNTY AND KINGS COUNTY COMMISSION ON AGING FOR FISCAL YEAR 2018-2019

April 30, 2019

Page 3 of 3

If re-designation of funds is not approved by the board, K/TAAA \$35,277 funding for Commission on Aging will not be utilized. The funds approved by the Kings County Board of Supervisors on April 9th for FY 2017-2018 will be issued to Commission on Aging as previously approved.

This amendment has been reviewed and approved by County Counsel.

**AMENDMENT I TO AGREEMENT BETWEEN
KINGS COUNTY AND
KINGS COUNTY COMMISSION ON AGING**

This First Amendment (hereinafter "Amendment I") to that Agreement commencing on July 1, 2018, (hereinafter "Agreement") is made on _____, by and between the County of Kings (hereinafter "County") and the Kings County Commission on Aging, KCCOA (hereinafter "Contractor") upon the following terms and conditions:

RECITALS:

WHEREAS, the County and Contractor entered into that Agreement for Senior Services; and

WHEREAS, as set forth in section 6 of that Agreement, the Parties may modify the Agreement by the written consent of both Parties; and

WHEREAS, the Parties intend to modify that Agreement to provide funding the higher service levels performed.

NOW, THEREFORE, the Parties agree as follows:

1. That Exhibit A: Operating Budget as referenced in Section 3. Compensation shall be amended as follows:

Kings County Grant Match \$80,805. Total Income \$80,805.00.

2. That Exhibit A is replaced with Revised Exhibit A, attached hereto and incorporated herein as though fully set forth, and all references in the Agreement to "Exhibit A" are replaced with "Revised Exhibit A".

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

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

IN WITNESS WHEREOF, KCCOA and the County of Kings have executed this Amendment I on the date as set forth above.

REVIEWED AND RECOMMENDED
FOR APPROVAL

COUNTY OF KINGS

By: _____
Sanja K. Bugay, Director
Kings County Human Service Agency

By: _____
Joe Neves, Chair
Kings County Board of Supervisors

APPROVED

ATTEST

By: _____
Bobbie Wartson, Director
KCCOA

By: _____
Catherine Venturella
Clerk to the Board of Supervisor

By: _____
Susie Chavez, Board Chair
KCCOA

APPROVED AS TO LEGAL FORM:
David A. Prentice
Interim County Counsel

APPROVED AS TO ACCOUNTING
FORM:

By: _____
Juliana F Gmur
Assistant County Counsel

By: _____
Dario Gomez, Chief Fiscal Officer
Kings County Human Services Agency

Exhibit A

Kings County Commission on Aging Budget FY 2018/2019

Income		Totals
Kings County Grant Match	\$80,805	\$80,805.00
Program Income		
Total Income	\$80,805.00	\$80,805.00
Personnel		
(2) Adult Day Care Aide	\$16,000.00	
Total Salary	\$16,000.00	\$0.00
Tax/Fringe Benefits		
Payroll Taxes/Fringe Benefits	\$5,400.00	
Total Tax/Benefits	\$5,400.00	\$5,400.00
Total Personnel	\$21,400.00	\$5,400.00
Federal Grant Match Requirement		
Grant Match Dollars for all senior programs	\$16,000.00	
Other Costs	-	
Food Costs	\$3,000.00	
Utilities	\$1,800.00	
Communication / Network/IT	\$1,500.00	
Supplies	\$900.00	
Fuel / Vehicle Repair & Maintenance	\$828.00	
Postage	\$100.00	
Total Other Costs	\$8,128.00	
Total Expenses	\$45,528.00	
Total Income		



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM April 30, 2019

SUBMITTED BY: Human Services Agency – Sanja Bugay

SUBJECT: ADVANCED STEP HIRE FOR SOCIAL SERVICE PRACTITIONER-CHILD PROTECTIVE SERVICES

SUMMARY:

Overview:

The Human Services Agency is requesting to hire Fernando Valladarez as a Social Service Practitioner - Child Protective Services (CPS) at Step 5, which requires Board approval under Personnel Rule 13051.

Recommendation:

Authorize the advanced step hire of Fernando Valladarez as a Social Service Practitioner – Child Protective Services for the Human Services Agency at Salary Range 216.0, Step 5.

Fiscal Impact:

No increase to the County General Fund with this action. The annual salary of Social Service Practitioner–CPS at Step 1 is \$29.74/hour (\$61,859 annually). The cost of hiring at Step 5 is \$36.31/hour (\$75,524/annually). The cost of the advanced step increase is included in the Fiscal Year 2018-2019 Budget.

BACKGROUND:

The appointment of a candidate to an advanced step hire, above the third step within a salary range, requires the approval of the Board. Human Resources reviewed the candidate's experience and is in support of the advanced step hire request.

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2019.

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.

Agenda Item

ADVANCED STEP HIRE FOR SOCIAL SERVICE PRACTITIONER-CHILD PROTECTIVE SERVICES

April 30, 2019

Page 2 of 2

Mr. Valladarez has four years of social work practice experience: Tulare County Child Welfare Emergency/Immediate Response & Services Adoptions Intern from August of 2013, to May of 2014; Drug counselor (MSW Intern) for Santa Rosa Rancheria (Tribal Social Services) where, during this internship, he conducted intakes and assessments of new clients, provided case management for appointed clients and facilitated support groups. He also was employed at the Kings County Human Services Agency as a Social Service Practitioner-CPS from June of 2016, to September of 2018, and at the Santa Rosa Rancheria Tachi-Tribal Social Services Department -Yokut Tribe Director of Social Services from October of 2018 to present.

The Social Services Practitioner-CPS is a difficult classification to recruit and retain qualified professionals. The number of MSW graduates in the San Joaquin Valley are limited. The HSA is hiring ten Social Service Practitioners and nine of them are starting at step 1. Counties, schools, and hospitals compete for them. Mr. Valladarez's level of prior social work experience with Tulare County, Santa Rosa Rancheria, the Kings County Human Services Agency, and again at Santa Rosa Rancheria as the Director of Social Services exceeds the experience of an entry level Social Services Practitioner-CPS and is comparable to a Social Services Practitioner- CPS, Step 5.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM April 30, 2019

SUBMITTED BY: Public Works Department – Kevin McAlister/Dominic Tyburski
SUBJECT: CONGESTION MITIGATION AND AIR QUALITY PROGRAM – SEAL OF VARIOUS KINGS COUNTY ROADWAYS

SUMMARY:

Overview:

On February 5, 2019, your Board approved the project plans and specifications, and authorized advertisement of the Seal of Various Kings County Roadways project, which includes cement treating the base of roadways, which are in a state of failure, and placing a series of asphalt emulsion seals on the roadway surface. On March 15, 2019, three (3) bids were opened, all of which were considered responsive and responsible. The low bid, in the amount of \$2,182,206, was submitted by Pavement Coatings Company.

Recommendation:

- 1. Award the construction contract to Pavement Coatings Company as the apparent low bidder for the Seal of Various Kings County Roadways construction project; and**
- 2. Authorize the Chairman to sign the construction agreement; and**
- 3. Authorize the Public Works Director to approve additional costs up to 10% of the contract amount.**

Fiscal Impact:

This project will not impact the General fund as it is programmed through the Federal Highway Administration (FHWA) Congestion Mitigation and Air Quality (CMAQ) program. The construction estimate is \$2,182,206 of which 67.79% will be federally reimbursable, and 32.21% will constitute the local match paid by the County Road Fund as shown in the adopted Fiscal Year 2018-2019 Budget, in Budget Unit 311000, Account 8222135 (Supplies & Materials).

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2019.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

CONGESTION MITIGATION AND AIR QUALITY PROGRAM – SEAL OF VARIOUS KINGS COUNTY ROADWAYS

April 30, 2019

Page 2 of 2

BACKGROUND:

Kings County Public Works has programmed CMAQ Seal projects annually for the last twenty years. The roadway seal program is an effective way for the County to utilize CMAQ funding which has limited utility for a Rural County. The seal projects improve air quality by sealing failed bituminous (asphalt concrete) roads, and extend the useful life of transportation corridors. In recent years, it has been necessary to hire private contractors to perform this work previously performed by County Roads crews due to Assembly Bill (AB) 720, which limits the annual dollar amount a local agency can spend on certain self performed construction activities. Cement treatment increases the strength of the base material, which reduces deflections due to traffic loads. The increased stiffness delays the onset of surface distress, and extends the life of the roadway surface. Roadway segments are 10th Ave; from Redding to Seattle Aves., Racine Ave. from 4th to 6th Aves., and 5th Ave. from Orange to Nevada Aves. The plans and specifications for this work were prepared by Public Works Engineering. Project will commence on May 20, 2019, and the estimated completion date is June 20, 2019.

The three (3) bids were as follows:

1. Pavement Coatings Company	\$2,182,205.95
2. Avison Construction, Inc.	\$2,196,901.00
3. Agee Construction Corporation	\$2,431,000.00

The construction agreement has been reviewed and approved to form by County Counsel, and was approved by your board as part of the project specifications.

***** NOTICE OF AWARD *****

Pavement Coatings Company
10240 San Sevaine Way
Jurupa Valley, CA 91752

AWARD DATE: April 30, 2019

PROJECT DESCRIPTION: SEAL OF VARIOUS KINGS COUNTY ROADWAYS

The County of Kings has considered the BID submitted by you for the above described PROJECT in response to its Notice to Contractors and Instruction to Bidders.

You are hereby notified that your BID has been accepted for a total amount of \$2,182,205.95.

You are required by the Bid Proposal to execute the Agreement and furnish the required documents including the Contractor's Performance Bond, Payment Bond, Maintenance Bond, and Certificates of Insurance AND BEGIN WORK within ten (10) working days from the date of this Notice to you.

In furnishing the above documents, be advised that they must conform to the requirements set forth on the attached sheet titled "SPECIAL REQUIREMENTS."

If you fail to execute said Agreement and to furnish said Bonds within the required ten (10) working days, the County will be entitled to consider all your rights arising out of the County's acceptance of your BID to be abandoned and will declare a forfeiture of your BID BOND. The County will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the County.

Dated this 30TH day of APRIL, 2019.

County of Kings, California

By: _____
Dominic Tyburski, P.E.
Chief Engineer
County of Kings Department of Public Works

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

by _____, this, the ____ day
of _____ 2019.

By: _____

Title:



SPECIAL REQUIREMENTS

1. Required Performance, Payment and Maintenance Bonds: The Performance, Payment and Maintenance Bonds shall be in the form prescribed and included in the Agreement. Bonds on any other form will not be accepted.
2. Insurance Certificate Cancellation Clause: The Insurance Certificate cancellation language shall read as follows:

"SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER, THE COUNTY OF KINGS."
3. Insurance Certificate Additional Insured: The Insurance Certificates shall contain a statement to the effect that the Certificated Holder is named Additional Insured and provide all necessary endorsement.
4. The original, or certified copy, of the unrevoked appointment, power of attorney, bylaws, or other instrument authorizing the person who executed the bond to do so for and in behalf of the Owner.
5. A *certified copy* of the certificate of authority of the insurer issued by the California Insurance Commissioner. Contact Magnolia.Gutierrez@insurance.ca.gov, California Department of Insurance, Corporate Affairs Bureau, 45 Fremont Street, 24th Floor, San Francisco, CA 94105, (415) 538-4082.
6. A certificate from the County Clerk that the certificate of authority has not been surrendered, revoked, canceled, annulled, or suspended, or in the event that it has, that renewed authority has been granted.
7. A financial statement of the assets and liabilities of the insurer to the end of the quarter calendar year prior to 30 days next preceding the date of the execution of the bond, in the form of an officer's certificate as defined in Corporations Code section 173.



**COUNTY OF KINGS
CALIFORNIA
DEPARTMENT OF PUBLIC WORKS**



CONSTRUCTION AGREEMENT

**CONGESTION MITIGATION AND AIR QUALITY (CMAQ)
SEAL AT VARIOUS LOCATIONS CONSTRUCTION PROJECT
KINGS COUNTY**

COUNTY BID #2019-29

Award Date: April 30, 2019

CMAQ SEAL AT VARIOUS LOCATIONS - KINGS COUNTY

CONSTRUCTION AGREEMENT

For

CDBG ADA TRANSITION PLAN – KINGS COUNTY

THIS AGREEMENT, made and entered into this **30TH** day of **April, 2019**, by and between the County of Kings, hereinafter referred to as "Owner", and **Pavement Coatings Company**, hereinafter referred to as "Contractor"

That the parties hereto, for and in consideration of the covenants, promises and agreements to be made, kept and performed as hereinafter set forth, do agree as follows:

ARTICLE 1 **THE CONTRACT DOCUMENTS**

The complete Contract between the Owner and the Contractor shall consist of the following Contract Documents: The Notice to Contractors, the Bonds, the Instruction to Bidders, the Accepted Bid Proposal, all Addenda, this Construction Agreement, FHWA Form – 1273, the General Conditions, Supplemental Conditions, the Davis Bacon Act Wage Decision, the Drawings and Specifications, Notice of Award, Notice to Proceed, Change Orders, Notice of Substantial Completion, Notice of Completion, and modifications incorporated in those documents. The Contract, Drawings, and Specifications are intended to supplement one another. A complete listing of the Contract Documents can be found in Article 9.

ARTICLE 2 **THE WORK**

The Contractor agrees to furnish at his own cost and expense, all tools, equipment, apparatus, labor, materials, mechanical workmanship, transportation and services necessary to complete the construction of the **CMAQ Seal at Various Locations – Kings County** and in strict accordance with the Contract Documents. All such work shall be completed in a good and workmanlike manner.

ARTICLE 3 **TIME FOR COMPLETION:**

3.1 For the purpose of determining the contract completion date, the date of commencement shall be ten (10) calendar days after receipt of written Notice to Proceed, or if no such written Notice to Proceed is issued, it shall be 10 calendar days from the date of this Agreement.

3.2 The Base Bid Work shall be commenced on the date provided for in Paragraph 3.1, and shall be diligently pursued by the Contractor and completed not later than **One Hundred (100) working days** from the date of commencement as the base bid and both Add Alternates have been chosen.

ARTICLE 4 **THE CONTRACT PAYMENT**

4.1 In consideration of the covenants, agreements, and promises on the part of the Contractor contained in the Contract Documents, and the strict and literal fulfillment of each and every such covenant, agreement, and promise, and as compensation agreed upon for the erection, construction, and completion of the said work as described in Article 1 hereof in strict accordance with the Plans and Specifications therefore, the Owner agrees to pay and cause to be paid to the Contractor the Contract Sum of **\$2,182,205.95**, lawful money of the United States, subject to any additions or deductions as provided in the Contract Documents.

CMAQ SEAL AT VARIOUS LOCATIONS - KINGS COUNTY

4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

ARTICLE 5 PROGRESS PAYMENTS

5.1 Applications for Payment shall be submitted monthly in a timely manner by the Contractor on or before the date mutually agreed upon by the Owner and Contractor. The form shall be approved by the Owner.

5.2 Progress Payments shall be made once each month, on or about a date to be determined by the Owner. The amount shall be based on the percent completion of each portion of work completed at the end of the month covered by the Application of Payment. Payment of undisputed contract amounts (progress payments) is contingent upon the Contractor furnishing the Owner with a release of all claims against the Owner arising by virtue of the work relating to the amount so paid. The release may be on the form used for computing monthly progress payment.

5.3 The progress payment amount shall be adjusted as set forth in Article 6 of the General Conditions.

ARTICLE 6 FINAL PAYMENT

6.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when 1) the Contract has been fully performed by the Contractor, and 2) a final Certificate for Payment has been issued by the Inspector. Such final payment shall be made by the Owner not more than 60 days after the recording of the Notice of Completion.

6.2 Pursuant to Public Contract Code Sections 7107 and 7201, in the event of a dispute between the Owner and Contractor, the Owner may withhold from the final payment an amount not to exceed 150 percent of the disputed amount. Except as so withheld, the Owner shall release the retention withheld within 60 days after the date of completion of the work of improvement, as "completion" is defined in Public Contract Code section 7107. In the event that retention payments are not made within the time periods required by Public Contract Code section 7107, the Owner shall be subject to the interest payment provisions of Public Contract Code section 7107.

ARTICLE 7 MISCELLANEOUS

7.1 Liquidated Damages shall be imposed upon the Contractor should the Contractor fail to complete this contract and the work provided herein within the time fixed for such completion. Subject to Public Contract Code section 7203, the Contractor shall also become liable to the Owner for all loss and damage which the latter may suffer on account thereof.

7.2 IT IS HEREBY FURTHER AGREED, that in case the Contractor does not complete the work within the days as herein provided, for reasons or causes other than those provided for in the Contract Documents hereof, the Owner will be damaged. After considering such a breach and all aspects of the work including, but not limited to, the type of installation, the current and future uses of facilities and premises, the disarrangement of the premises and facilities thereof during the work, and the additional cost and difficulty of using the disarranged facilities during the work, the parties agree that a reasonable daily damage for such a breach, if any, will be **\$1,000.00** per calendar day and the payment of the same, if any, is payment of liquidating damages and not a penalty. It is understood that this agreement for liquidated damages is entered into because the amount is manifestly reasonable under the circumstances existing at the time of this agreement and it would be extremely difficult or impossible to determine with any degree of accuracy the actual damages in case of any such breach. In case of such breach, it is agreed that the Owner may deduct the amount thereof from any money due or to become due said Contractor under this contract.

CMAQ SEAL AT VARIOUS LOCATIONS - KINGS COUNTY

7.3 Terms used in the Agreement which are defined in the General Conditions of the Contract shall have the meanings designated in those Conditions.

ARTICLE 8 TERMINATION OR SUSPENSION

8.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 10 of the General Conditions.

8.2 The Work may be suspended by the Owner as provided in Article 10 of the General Conditions.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

9.1.1 The agreement is this executed standard form of Construction Agreement.

9.1.2 The General Conditions are the General Conditions dated September 2016.

9.1.3 The Supplementary Conditions, and any other Conditions of the Contract are those detailed below:

Document	Date	Pages
Special Provisions	January 29, 2019	24
Davis-Bacon Act Wage Decision	January 4, 2019	70

9.1.4 The Specifications contained in the contract documents approved by the Kings County Board of Supervisors, as amended by addendum.

9.1.5 The Drawings contained in the Contract Documents approved by the Kings County Board of Supervisors, as amended by Addenda.

9.1.6 The Addenda, if any, are as follows:

Number	Date
1	February 26, 2019
2	March 4, 2019
3	March 5, 2019

9.1.7 Other documents, if any, forming part of the Contract Documents are as follows: those documents listed in Article 1.

ARTICLE 10 MISCELLANEOUS PROVISIONS

10.1 Headings in any contract document may be useful in the construction of ambiguous language, but are for convenience only and shall not be construed to extend the scope, meaning, or intent of the document or to control in the event of a direct conflict with any express provision thereof. Wherever the context so requires, the neuter gender includes the feminine and masculine and vice versa, the singular includes the plural and vice versa, and the word "person" includes any jurisdictional person, including a corporation, partnership, firm, or association. "Shall," "will," and "agrees" are mandatory, and "may" is permissive. Any reference to term includes extensions of such term. Any word or phrase expressly defined by this Agreement shall carry the defined meaning unless the context unambiguously requires otherwise.

10.2 This Agreement, including each of the contract documents enumerated in Articles 1 and 9 and any exhibit thereto, shall constitute the entire Agreement between the parties, and shall not be modified, amended, altered, or changed except as provided for therein or otherwise by a written document signed by both parties. No

CMAQ SEAL AT VARIOUS LOCATIONS - KINGS COUNTY

verbal agreements or conversations prior to execution of this Agreement or requested Amendment shall affect or modify any of the terms or conditions of this Agreement unless reduced to writing according to the applicable provisions of this Agreement. The parties agree to execute such additional documents as may be necessary to carry out the intent and provisions of this Agreement.

10.3 Contractor shall prevent unauthorized disclosure of any of Owner's confidential information, and shall not use any confidential information shared with it for any purpose other than carrying out Contractor's obligations under this Agreement.

10.4 Contractor shall comply with all federal, state, and local laws and regulations applicable to its performance, including but not limited to prevailing wage laws and other labor and employment laws affecting wages, hours, and conditions of employment, licensing laws, safety regulations, and purchasing practices. Without limiting the generality of the foregoing:

10.4.1 Contractor represents that it, its employees, officers, and directors, and the immediate family members of its employees, officers, and directors, have no direct or indirect conflict of interest, which conflicts with the rendering of services under this Agreement; neither shall any such interest be acquired, and Contractor shall disclose any conflict of interest that may arise in writing to Owner. A "conflict of interest" includes any circumstance or activity that is likely to cause or encourage any of Owner's officers, employees, or agents to violate Part IV of Owner's Purchasing Policy, last revised June 22, 2018.

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

10.4.3 In rendering services under this Agreement, Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations regarding nondiscrimination, and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, or sexual orientation. Contractor shall not discriminate against its employees, which includes, but is not limited to, employment upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay, other forms of compensation, and selection for training including apprenticeship. Further, Contractor will include this provision in all of its subcontracts to perform work under this Agreement.

10.5 This Agreement, including any other contract documents enumerated herein in Articles 1 and 9 that must be executed by the Parties, may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

10.6 Any language in this Agreement found to be ambiguous shall be construed in the manner that best effectuates the objects and purposes of the Agreement. This Agreement represents the contributions of both parties, who each have the opportunity to be represented by competent counsel, and it is expressly agreed and understood that the rule stated in Civil Code section 1654, that ambiguities in a contract should be construed against the drafter, shall have no application to the construction of this Agreement.

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

10.8 Nothing in this Agreement may be construed to create, and the parties do not intend to create, an independent right of action in any third party.

10.9 This Agreement shall be governed in all respects by the laws of the state of California, wherein the Agreement has been executed and delivered.

10.10 Whenever this Agreement requires notice of any kind but fails to indicate the manner in which notice should be given and the person to whom it should be delivered, notice shall be given in writing by personal service or by prepaid first-class mail addressed as follows:

CMAQ SEAL AT VARIOUS LOCATIONS - KINGS COUNTY

OWNER:

COUNTY OF KINGS
MR. JOE NEVES
CHAIRMAN-KINGS COUNTY BOARD OF SUPERVISORS
1400 W. LACEY BLVD.
HANFORD, CA 93230

CONTRACTOR:

PAVEMENT COATINGS COMPANY
MR. DOUG FORD
PRESIDENT
10240 SAN SEVAINE WAY
MIRA LOMA, CA 91752

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

IN WITNESS WHEREOF, the Owner has caused this Agreement to be executed by the Chairman of the Board of Supervisors and the Contractor has executed this Agreement on the day and year first above written.

_____ OWNER:

_____ By

_____ CONTRACTOR:

_____ By

NOTE: If the Contractor executing this contract is a corporation, a certified copy of the By-Laws, or of the Resolution of the Board of Directors, authorizing the officers of said corporation to execute the contract and the bonds required thereby must be annexed thereto.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM

April 30, 2019

SUBMITTED BY: Public Guardian/Veterans Service Office – Scott Holwell

SUBJECT: LETTERS OF SUPPORT TO INCREASE SUBVENTION FUNDING FOR VETERANS SERVICES OFFICERS

SUMMARY:

Overview:

The Veterans Service Office is requesting the Board’s support for Assembly Bill (AB) 55 (Garcia), which seeks to increase subvention funding to County Veterans Service Officers by 5.4 million dollars statewide.

Recommendation:

Authorize the Chairman to sign the Letters of Support for Assembly Bill 55 (Garcia) to increase Subvention Funding for County Veterans Service Officers in the State of California.

Fiscal Impact:

There is no impact to the County. If this bill passes, there will be an increase to the Public Guardian/Veterans Services revenue in Budget unit 203100, which would allow for additional staffing to provide services to Naval Air Station Lemoore, Avenal and Corcoran, on a part-time basis.

BACKGROUND:

In 2009, Senate Bill (SB) 419 stated that it is an efficient and reasonable use of State funds to increase the annual budget for County Veteran Service Officers (CVSO) in the amount of \$11 million. It has been ten (10) years since SB 419 passed and the CVSO are still only funded at \$5.6 million, yet are in need of the full \$11 million funding. For every year the State does not fully fund the CVSO, there is a loss of additional federal benefits flowing into the State. Beginning in Fiscal Year (FY) 2013-2014, State funding was increased from \$2.6 million to \$5.6 million in a one-time augmentation. The following year, the same one-time augmentation was approved. In FY 2015-2016, the \$5.6 million State funding was made permanent.

(Cont’d)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2019.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

LETTERS OF SUPPORT TO INCREASE SUBVENTION FUNDING FOR VETERANS SERVICES OFFICERS

April 30, 2019

Page 2 of 2

The CVSO have a long and documented record of success of using this funding to help veterans obtain their federal benefits, which are very complicated to apply for. In FY 2017-2018, CVSO assisted California veterans in receiving \$505.5 million in new federal monies; \$333.5 million of which will be annually recurring for the rest of the veterans' lives. For every dollar of State General Fund support provided in FY 2017-2018, CVSO brought in \$90 in new federal benefits.

Assisting veterans in obtaining the federal benefits they earned as a result of their military service reduces the pressures on already impacted local and State social service programs. Also, since these federal veterans benefits are paid directly from the Veterans Affairs (VA) to the veteran, these new federal monies are also a boost to local economies as well as to the State. Further, CVSO reduce State costs by connecting veterans to federal services through involvement in veteran treatment courts and homeless veterans outreach events (Stand Downs).

CVSO believe that an increase of \$5.4 million from the State General Fund can be used effectively to employ nearly 50 new Veterans Service Representatives (VSR). Placing a VSR at any or all of the 27 military installations, which discharges veterans, as well as the VA Medical facilities, domiciliary, or outpatient clinics, would also dramatically increase the number of veterans that can be reached by the CVSO.



JOE NEVES – DISTRICT 1
LEMOORE & STRATFORD

RICHARD VALLE – DISTRICT 2
AVENAL, CORCORAN, HOME GARDEN &
KETTLEMAN CITY

DOUG VERBOON – DISTRICT 3
NORTH HANFORD, ISLAND DISTRICT &
NORTH LEMOORE

CRAIG PEDERSEN – DISTRICT 4
ARMONA & HANFORD

RICHARD FAGUNDES – DISTRICT 5
HANFORD & BURRIS PARK

COUNTY OF KINGS BOARD OF SUPERVISORS

KINGS COUNTY GOVERNMENT CENTER
1400 W LACEY BLVD
ADMINISTRATION BLDG #1
HANFORD, CA 93230

Phone: (559) 852-2362 Fax: (559) 585-8047
Web Site: <http://www.countyofkings.com>

April 30, 2019

The Honorable Eduardo Garcia
California State Assembly
State Capitol, Room 4140
Sacramento CA, 95814

Re: AB 55 (Garcia) Department of Veterans Affairs: Veterans' Services - Support

Dear Assemblyman Garcia:

Kings County is respectfully requesting the Senate and Assembly Budget Subcommittee for State Administration to increase the local assistance funding for the County Veterans Service Officers (CVSO) from \$5.6 million to \$11 million ongoing (Budget Line Item 8955-101-0001).

Currently CVSOs receive \$5.6 million annually in local assistance funding, via the State Budget. The CVSOs have a long and documented record of success of using this funding to help veterans obtain their Federal benefits, through an application process which is extremely complex. In FY 2017-18, CVSOs assisted California veterans in receiving \$505.5 million in new Federal monies.

Existing law authorizes each County Board of Supervisors to appoint a CVSO, and permits the County to provide the officer with any assistance and facilities that it determines to be necessary. The Department of California Veterans Affairs (CalVet) is required to disburse funds appropriated for the support of the CVSO, pursuant to the annual Budget Act on a pro rata basis to counties that have established and maintain a CVSO in accordance with the staffing level and workload formula developed by CalVet.

CVSOs are county employees who assist veterans to obtain their earned federal benefits. Services are provided at no cost to veterans and their families. The type and range of federal benefits available to veterans are complex, and the process of applying for benefits can be very complicated. Most veterans are unaware of the benefits to which they are entitled, and those veterans who pursue claims are often denied their full

benefits when they file on their own. Many of California's 1.7 million veterans are eligible for benefits from the United States Department of Veterans Affairs (VA). Studies have shown that veterans receive more benefits and larger awards by using CVSOs than if they file individually.

CVSOs believe that an increase of \$5.4 million from the General Fund can be used effectively to employ nearly 50 new Veterans Service Representatives (VSR). Placing a VSR at any or all of the 27 military installations which discharge veterans, as well as the VA Medical facilities, domiciliary, or outpatient clinics would also dramatically increase the number of veterans that can be reached by the CVSOs.

Assisting veterans in obtaining the federal benefits they earned as a result of their military service reduces the pressures on already impacted local and state social service programs. Also, since these federal veterans benefits are paid directly from the VA to the veteran, these new federal monies are also a boost to local economies as well as to the State. Further, CVSOs reduce State costs by connecting veterans to federal services through involvement in veteran treatment courts and homeless veterans outreach events (Stand Downs).

Beginning in FY 2013-14, state funding was increased from \$2.6 million to \$5.6 million in a one-time augmentation. The following year, the same one-time augmentation was approved. In FY 2015-16, the \$5.6 million state funding was made permanent. In 2009, SB 419, stated that it is an efficient and reasonable use of state funds to increase the annual budget for CVSOs in the amount of \$11 million. It has been 10 years since SB 419 passed and the CVSOs are still in need of the full \$11 million funding. For every year the State does not fund the CVSOs, they lose those federal benefits flowing into the State.

In FY 2017-18, CVSOs assisted veterans in filing claims that resulted in \$505.5 million in new federal veteran benefits being awarded; \$333.5 million of which will be annually recurring for the rest of the veterans' lives. For every dollar of State General Fund support provided in FY 2017-18, CVSOs brought in \$90 in new federal benefits, \$59 of which will be ongoing.

Sincerely,

Joe Neves
Chairman, Kings County Board of Supervisors



JOE NEVES – DISTRICT 1
LEMOORE & STRATFORD

RICHARD VALLE – DISTRICT 2
AVENAL, CORCORAN, HOME GARDEN &
KETTLEMAN CITY

DOUG VERBOON – DISTRICT 3
NORTH HANFORD, ISLAND DISTRICT &
NORTH LEMOORE

CRAIG PEDERSEN – DISTRICT 4
ARMONA & HANFORD

RICHARD FAGUNDES – DISTRICT 5
HANFORD & BURRIS PARK

COUNTY OF KINGS BOARD OF SUPERVISORS

KINGS COUNTY GOVERNMENT CENTER
1400 W LACEY BLVD
ADMINISTRATION BLDG #1
HANFORD, CA 93230

Phone: (559) 852-2362 Fax: (559) 585-8047
Web Site: <http://www.countyofkings.com>

April 30, 2019

The Honorable Maria Elena Durazo
California State Senate
Chair, Senate Subcommittee No. 4 Budget and Fiscal Review Committee
State Capitol, Room 5066
Sacramento, CA 95814

The Honorable Jim Cooper
California State Assembly
Chair, Assembly Subcommittee No. 4 Budget Committee
State Capitol, Room 5066
Sacramento, CA 95814

RE: Request for Increase in Local Assistance Funding for CVSOs – Support

Dear Senator Durazo & Assemblyman Cooper,

Kings County is respectfully requesting the Senate and Assembly Budget Subcommittee for State Administration to increase the local assistance funding for the County Veterans Service Officers (CVSO) from \$5.6 million to \$11 million ongoing (Budget Line Item 8955-101-0001).

Currently CVSOs receive \$5.6 million annually in local assistance funding, via the State Budget. The CVSOs have a long and documented record of success of using this funding to help veterans obtain their Federal benefits, through an application process which is extremely complex. In FY 2017-18, CVSOs assisted California veterans in receiving \$505.5 million in new Federal monies.

Existing law authorizes each County Board of Supervisors to appoint a CVSO, and permits the County to provide the officer with any assistance and facilities that it determines to be necessary. The Department of California Veterans Affairs (CalVet) is required to disburse funds appropriated for the support of the CVSO, pursuant to the annual Budget Act on a pro rata basis to counties that have established and maintain a CVSO in accordance with the staffing level and workload formula developed by CalVet.

CVSOs are county employees who assist veterans to obtain their earned federal benefits. Services are provided at no cost to veterans and their families. The type and range of federal benefits available to veterans are complex, and the process of applying for benefits can be very complicated. Most veterans are unaware of the benefits to which they are entitled, and those veterans who pursue claims are often denied their full benefits when they file on their own. Many of California's 1.7 million veterans are eligible for benefits from the United States Department of Veterans Affairs (VA). Studies have shown that veterans receive more benefits and larger awards by using CVSOs than if they file individually.

CVSOs believe that an increase of \$5.4 million from the General Fund can be used effectively to employ nearly 50 new Veterans Service Representatives (VSR). Placing a VSR at any or all of the 27 military installations which discharge veterans, as well as the VA Medical facilities, domiciliary, or outpatient clinics would also dramatically increase the number of veterans that can be reached by the CVSOs.

Assisting veterans in obtaining the federal benefits they earned as a result of their military service reduces the pressures on already impacted local and state social service programs. Also, since these federal veterans benefits are paid directly from the VA to the veteran, these new federal monies are also a boost to local economies as well as to the State. Further, CVSOs reduce State costs by connecting veterans to federal services through involvement in veteran treatment courts and homeless veterans outreach events (Stand Downs).

Beginning in FY 2013-14, state funding was increased from \$2.6 million to \$5.6 million in a one-time augmentation. The following year, the same one-time augmentation was approved. In FY 2015-16, the \$5.6 million state funding was made permanent. In 2009, SB 419, stated that it is an efficient and reasonable use of state funds to increase the annual budget for CVSOs in the amount of \$11 million. It has been 10 years since SB 419 passed and the CVSOs are still in need of the full \$11 million funding. For every year the State does not fund the CVSOs they lose those federal benefits flowing into the State.

In FY 2017-18, CVSOs assisted veterans in filing claims that resulted in \$505.5 million in new federal veteran benefits being awarded; \$333.5 million of which will be annually recurring for the rest of the veterans' lives. For every dollar of State General Fund support provided in FY 2017-18, CVSOs brought in \$90 in new federal benefits, \$59 of which will be ongoing.

Sincerely,

Joe Neves
Chairman, Kings County Board of Supervisors



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM April 30, 2019

SUBMITTED BY: Behavioral Health Department –Lisa Lewis/UnChong Parry

SUBJECT: MENTAL HEALTH SERVICES ACT MULTIPLE ORGANIZATION SHARED
TELEPSYCHIATRY PROGRAM INNOVATION PLAN REVISION

SUMMARY:

Overview:

Behavioral Health is seeking to approve the revision of Mental Health Services Act Multiple Organization Shared Telepsychiatry (MOST) Program Innovation Plan, including approval for an allocation of additional staff to support the program.

Recommendation:

1. Approve the revision of Mental Health Services Act (MHSA) Multiple Organization Shared Telepsychiatry (MOST) Program Innovation Plan to continue implementing the program.
2. Allocate 2.0 Full-Time Equivalency Psychiatric Technician I/II's in Budget Unit 422200, partially offset by the deletion of a Recovery Support Coordinator I/II;
3. Allocate 2.0 Full-Time Equivalency Peer Support Specialists in Budget Unit 422200; and
4. Allocate 1.0 Full-Time Equivalency Behavioral Health Unit Supervisor in Budget Unit 422200.

Fiscal Impact:

The estimated cost for the remainder of this Fiscal Year 2018-2019 budget is approximately \$46,888, including salaries and benefits for all five requested positions. Funding is provided by the MOST Innovation Plan for the first two years of the program. After the first two years, the cost of the project will be funded by the Behavioral Health budget. No General Fund dollars will be utilized for this project. Program expenditures have been identified in the County's Mental Health Services Act (MHSA) Innovation Plan found in County's budget unit #422200 titled Mental Health Services Act.

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2019.

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.

Agenda Item

MENTAL HEALTH SERVICES ACT MULTIPLE ORGANIZATION SHARED TELEPSYCHIATRY PROGRAM INNOVATION PLAN REVISION

April 30, 2019

Page 2 of 3

BACKGROUND:

The Kings County Behavioral Health (KCBH) MHSA Innovation MOST Program was approved by the Kings County Board of Supervisors on June 26, 2018, as part of the 2017-2020 Kings County MHSA Three-Year Program and Expenditure Plan. In September 2018, KCBH received approval and funding in the amount of \$1,663,631 for three years by the Mental Health Services Oversight & Accountability Commission for the MOST Innovation Plan.

Currently, psychiatric care is only provided by one contracted provider, and it does not include any peer support services. KCBH identified the need for more psychiatric care in Kings County and the need to align the expansion of services with the Wellness and Recovery Model, as outlined within the MOST Program. This project was selected by the MHSA steering committee as it would allow for Kings County to “make changes to an existing practice in the field of mental health” through the use of both peers/family peers to move psychiatric/tele-psychiatric services from a traditional medical model to one that is wellness and recovery oriented, and, secondly, to share or make the tele-psychiatric services available to other care providers.

The original MOST Project Innovation Plan included the staffing pattern of a timeline oriented plan within Project Year 1 (FY 2018-2019) to onboard multiple contracted positions and subsequently transition specific contracted positions to County full time employee (FTE) positions in Project Year 2 (FY 2019-2020). The contract positions included (1) part time Adult Psychiatrist, (1) part time Child Psychiatrist, (1) full time Licensed Psychiatric Technician, (1) part time Licensed Psychiatric Technician, (2) part time Peer Support Specialists, and (1) full time Office Assistant.

On February 25, 2019, County Human Resources and Legal Counsel met with Behavioral Health and strongly recommended that all MHSA MOST Project Innovation Plan contracted positions with the exception of two (2) Psychiatrists be revised to County fulltime and part-time positions, for the purpose of avoiding legal issues and to be in alignment with recent changes to Human Resources law. Behavioral Health adhered to the legal advice of County Counsel and Human Resources, and initiated the recommended amendments to the staffing pattern of the MHSA Most Project Innovation Plan. As a result, staff is requesting the allocation of the following staff positions as outlined in the MOST Project Innovation Plan as fulltime County staff:

- Two (2.0) Full-Time Equivalency Psychiatric Technician I/II's;
- Two (2.0) Full-Time Equivalency Peer Support Specialists; and
- One (1.0) Full-Time Equivalency Behavioral Health Unit Supervisor.

This project will establish telepsychiatry suites initially in Hanford and then will branch out to Avenal and Corcoran in following years. The KCBH MHSA Innovation MOST Project Plan requires a State Medical Board Licensed Psychiatrist to perform the telepsychiatry services for Kings County consumers suffering from Severe Mental Illness (SMI) and Severe Emotional Disturbances (SED). KCBH is working toward contracting with a Psychiatrist, and he is anticipated to begin on June 6, 2019. The plan also requires the aforementioned requested staff, including Peer Support Specialists and Psychiatric Technicians. The Peer Support Specialist will assist professional and paraprofessional staff by providing support, advocacy, education, and outreach to consumers of mental health services and their family members/caregivers. Peer Support Specialists must have

Agenda Item

MENTAL HEALTH SERVICES ACT MULTIPLE ORGANIZATION SHARED TELEPSYCHIATRY PROGRAM INNOVATION PLAN REVISION

April 30, 2019

Page 3 of 3

experience with the process of recovery from mental illness or substance use disorder treatment either as a consumer or family member/caregiver of these services. The Peer Support Specialists will be required to obtain a Peer Support Specialist Certificate within six months of employment in accordance with the Peer Support Specialist Certification Act (Senate Bill 906). The Psychiatric Technicians will perform routine medical and mental health services related to the care and treatment of mentally ill clients and patients, including administering medications prescribed by the Psychiatrist. The Psychiatric Technicians will be required to possess a valid license as a Psychiatric Technician issued by the State of California's Board of Vocational Nursing and Psychiatric Technicians (BVNPT). Additionally, the Psychiatric Technicians must possess and maintain a current Basic Life Support Course for Healthcare Professionals Completion Card issued by the American Heart Association, or equivalent. Lastly, the KCBH MOST Project will need a Behavioral Health Unit Supervisor to oversee the program and supervise personnel.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM April 30, 2019

SUBMITTED BY: Human Resources – Leslie McCormick Wilson/Carolyn Leist

SUBJECT: NEW JOB SPECIFICATIONS FOR POSITIONS IN BEHAVIORAL HEALTH FOR THE MULTIPLE ORGANIZED SHARED TELEPSYCHIATRY PROGRAM

SUMMARY:

Overview:

The Peer Support Specialist and Psychiatric Technician I/II are new classifications in the Kings County Behavioral Health (KCBH) Department, which will fulfill the obligations set forth in the Multiple Organization Shared Telepsychiatry (MOST) Project Innovation Plan.

Recommendation:

- 1) Approve a new job specification for Psychiatric Technician I and set the salary at Range 166.5 (\$3,151-\$3,864);and
- 2) Approve a new job specification for Psychiatric Technician II and set the salary at Range 176.5 (\$3,481-\$4,267); and
- 3) Approve a new job specification for Peer Support Specialist and set the salary at Range 133.0 (\$2,257-\$2,754).

Fiscal Impact:

Funding is provided by the MOST Innovation Plan for the first two years of the program. After the first two years, the cost of the project will be funded by the Behavioral Health budget. No General Fund dollars will be utilized for this project.

BACKGROUND:

The KCBH Mental Health Services Act Innovation MOST Project was approved by the Kings County Board of Supervisors on June 26, 2018, as part of the 2017-2020 Kings County MHSA Three-Year Program and Expenditure Plan. Under separate action at this meeting, your Board considered allocating staff for the MOST
(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2019.

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.

Agenda Item

NEW JOB SPECIFICATIONS FOR POSITIONS IN BEHAVIORAL HEALTH FOR THE MULTIPLE ORGANIZED SHARED TELEPSYCHIATRY PROGRAM

April 30, 2019

Page 2 of 2

Project, which included proposed allocations for Psychiatric Technician I/II (2.0 FTE), Peer Support Specialist (2.0 FTE), and Behavioral Health Unit Supervisor (1.0 FTE). Should your Board approve the allocation of staffing for the position of Psychiatric Technician I/II and Peer Support Specialist, Human Resources has prepared job specifications and salary ranges that will need to be approved by your Board in order to recruit for these positions.

The KCBH MOST Project requires the creation of two new positions: Peer Support Specialist and Psychiatric Technician. The Peer Support Specialist will assist professional and paraprofessional staff by providing support, advocacy, education, and outreach to consumers of mental health services and their family members/caregivers. Peer Support Specialists must have experience with the process of recovery from mental illness or substance use disorder treatment either as a consumer or family member/caregiver of these services. The Peer Support Specialists will be required to obtain a Peer Support Specialist Certificate within six months of employment in accordance with the Peer Support Specialist Certification Act (Senate Bill 906).

The Psychiatric Technicians will perform routine medical and mental health services related to the care and treatment of mentally ill clients and patients, including administering medications prescribed by the Psychiatrist. The Psychiatric Technicians will be required to possess a valid license as a Psychiatric Technician issued by the State of California's Board of Vocational Nursing and Psychiatric Technicians (BVNPT). Additionally, the Psychiatric Technicians must possess and maintain a current Basic Life Support Course for Healthcare Professionals Completion Card issued by the American Heart Association, or equivalent.

The Peer Support Specialist and Psychiatric Technicians will report directly to a Behavioral Health Unit Supervisor that will oversee the program, provide direction, and supervise personnel.

The Administrative Office and Human Resources support the recommendations. Attached are the new job specifications for Peer Support Specialist and Psychiatric Technician I/II.

PSYCHIATRIC TECHNICIAN I/II

DEFINITION

Under general supervision, to perform routine medical and mental health services related to the care and treatment of mentally ill clients and patients within a Wellness and Recovery based Medical Model Tele-Psychiatry program; and to perform related work as required.

DISTINGUISHING CHARACTERISTICS

Psychiatric Technicians are utilized in the Behavioral Health Department reporting to the Behavioral Health Unit Supervisor or upper level management of the department. Psychiatric Technician I is the entry-level classification in the series. Incumbents typically work under close supervision or review. Incumbents in the Psychiatric Technician I classification are expected to move to the II level upon satisfactory completion of the minimum requirements for the higher level and when, upon the recommendation of the Department Head, they have demonstrated the ability to perform independently at the experienced level. Psychiatric Technician II is the experienced level within the classification series, working with greater independence of action. Incumbents are expected to perform the full range of duties including handling the most complex, sensitive or difficult cases with skill and sound judgment.

EXAMPLES OF DUTIES

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

Observes patients' physical condition and behavior; monitors and records patients' vital signs, such as blood pressure; charts appropriate records utilizing the Electronic Health Records (EHR) system; administers medications based on instruction from Psychiatrist to patients and informs patients of common side effects; reviews medicine orders regularly; obtains appropriate psychiatrist approval and coordinates with pharmacies in regards to diligent and timely processing of Treatment Authorization Requests (TARs); stocks and maintains medical supply inventory; conducts individual counseling sessions with patients as it relates to their medication; consults with Psychiatrist regarding patients and medication adjustments; records patients' vital statistics; reports significant changes to professional staff; prepares and maintains a variety of records, and prepares reports; communicates with the treatment team to ensure continuity of care within the Wellness and Recovery model; and performs related duties as assigned.

MINIMUM QUALIFICATIONS

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

Experience (Psychiatric Technician I): One (1) year paid, full-time experience as a Licensed Psychiatric Technician providing patient care services or nursing in a hospital, clinic or mental health setting, preferably working with mentally ill or chemically dependent clients.

Experience (Psychiatric Technician II): Two (2) years paid, full-time experience as a Kings County Psychiatric Technician I or equivalent.

License: Possession of a valid license as a Psychiatric Technician issued by the State of California's Board of Vocational Nursing and Psychiatric Technicians (BVNPT).

Certification: Possess and maintain a current Basic Life Support Course for Healthcare Professionals Completion Card issued by the American Heart Association, or equivalent.

Special Requirements: Ability to: (1) type with speed and accuracy at a level sufficient to perform the duties of the position; (2) qualify for security clearance through a background investigation, which includes LiveScan fingerprint clearance through Federal Bureau of Investigations (FBI) and Department of Justice (DOJ); (3) work a flexible schedule and overtime, as required; and (4) some positions may require the use of bilingual skills requiring speaking, reading and/or writing fluency in a foreign language.

Knowledge of: Basic concepts of mental illness and mental health, including the physical, emotional, and social needs of emotionally disturbed individuals; fundamentals of psychiatric and mental health nursing care; medical and psychiatric terminology; principles and techniques of psychiatric, mental health and chemical dependency as related to client care; state regulations regarding psychiatric, mental health and chemical dependency care including patients' rights and involuntary treatment; medication and the side effects, reaction, complications, and contraindications of medications used in the treatment of mentally ill or chemically dependent clients; service resources available in the community; and basic life support (first aid/CPR) methods.

Ability to: Apply routine psychiatric nursing care to mentally ill or emotionally disturbed patients; exhibit sensitivity to the needs of mentally ill or chemically dependent clients and their family members; recognize symptoms indicative of adverse patient reactions and provide basic life support in a safe, timely and effective manner when life-threatening emergencies occur; recognize and evaluate mentally or emotionally disturbed behavior; provide a supportive environment for client care; administer medications as prescribed and recognize medication reactions and side effects; analyze situations accurately and take effective action; participate in treatment programs for patients; understand and follow written and oral directions and/or psychiatrist's orders; express ideas clearly and concisely, orally and in writing; establish and maintain effective working relationships with those contacted in the course of work; work well with individuals and groups from various age groups, and socioeconomic and cultural backgrounds, modeling compassion and respect, using tact, patience and courtesy; prepare and keep accurate records and reports; complete accurate progress notes in a timely manner on a daily basis; use appropriate judgment in recognizing and exercising the scope and limit of authority; maintain confidentiality of client records and other sensitive information; operate standard office equipment including computer equipment and software utilized by the department; follow workplace safety and universal precautions policies and procedures including Occupational Safety and Health Administration (OSHA); properly use personal protective equipment as directed and trained.

Work Environment: Primarily works in an office environment, including sitting at a desk working with computer equipment, on the computer and phone for prolonged periods; regularly work with files and general office equipment. Hear and communicate orally, in person, on the phone, and via the computer. Interact with members of the public who are mentally ill and chemically dependent and may be under emotionally stressful conditions. Vision and hand/eye

coordination in order to administer medications to patients and for use of computer/office equipment, and to read and handle materials and files; physical agility and strength sufficient to perform basic life support during emergency situations, to keyboard/operate a computer, and handle files. Frequent exposure to human bodily fluids, including possible exposure to infectious diseases.

Overtime Status: Non-Exempt

Medical Group: B, including immunizations, TB, and Hepatitis and other disease screening.

Probationary Period: One (1) year upon entry to classification series; six (6) months if promoted from within Kings County Psychiatric Technician series.

PEER SUPPORT SPECIALIST

DEFINITION

Under immediate supervision to provide support, advocacy, education and outreach to peers (consumers of mental health services and their family members/caregivers); to assist professional and paraprofessional Mental Health staff; to promote and support client participation behavioral health programs and program activities; to act as a meaningful example of resilience and recovery to new consumers within the system of care; and to perform related work as assigned.

DISTINGUISHING CHARACTERISTICS

Peer Support Specialists perform a range of supportive activities, teaching and field work, assisting and working under the direction of various mental health professionals and paraprofessional staff. Incumbents will be members of the community who are or have been a consumer of a behavioral health system and are in recovery. Incumbents will receive close supervision and are responsible for performing limited tasks following well established procedures and/or detailed instructions. Incumbents in this class will be required to have knowledge of community resources and familiarity of the Kings County Mental Health systems. Peer Support Specialists do not provide social work, counseling or psychotherapy. Incumbents report to a Behavioral Health Unit Supervisor or upper level management of the department.

EXAMPLES OF DUTIES

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

Under direction of clinical/supervisory staff, assists in coordinating clinical services, provides linkage to other services and resources, monitors, supports, and empowers clients and family members/caregivers who directly or indirectly receive behavioral health services; assists consumers and their family members with navigating and understanding system of care; provides advocacy and peer support during Telepsychiatry visits and sessions as requested; assists consumers and their families with accessing community and environmental supports; communicates and works collaboratively with the treatment team to ensure continuity of care within the Wellness and Recovery model; participates in meetings; encourages and supports clients and family members/caregivers in understanding, adhering to, and progressing in treatment plan; assists parents, families and consumers in developing coping mechanisms and problem-solving skills in order to help consumers achieve desired outcomes; promotes skill building for consumers in the area of socialization, recovery, self-sufficiency, and self-advocacy; provides advocacy and support to consumers and their family members at offsite locations where support needs are identified; serves as a role model for recovery; documents activities in accordance with Department and program requirements; notates activities and interactions with consumers and/or family member/caregivers in electronic records systems; greets and welcomes consumers and family members/caregivers upon arrival to office; may transport consumers as needed; may meet consumers and/or family members/caregivers in the community to perform advocacy services; may perform home visits for support and linkage needs to encourage consumer to remain engaged in the treatment plan; and performs related work as assigned.

MINIMUM QUALIFICATIONS

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

Education: High school graduation or equivalent.

Experience: Six (6) months of experience as a peer support specialist or other related peer support capacity providing services in a behavioral health and recovery service setting, including experience with the process of recovery from mental illness or substance use disorder treatment either as a consumer or family member/caregiver of these services.

Certification: Within six (6) months of employment obtain and maintain a Peer Support Specialist Certification in accordance with the Peer Support Specialist Certification Act (Senate Bill 906).

License: Possess and maintain a valid California Driver's License issued by the Department of Motor Vehicles at the time of appointment.

Special Requirements: Ability to: (1) qualify for security clearance through a background investigation, which includes fingerprinting; (2) work irregular hours as necessary; (3) travel within the County; (4) type and use a computer with speed and accuracy at a level sufficient to perform the duties of the position; and (5) some positions may require the use of bilingual skills requiring speaking, reading and/or writing fluency in a foreign language.

Knowledge of: Learn and apply policies, procedures and programs of the Kings County Behavioral Health Services; basic knowledge of principles, procedures, techniques, and trends of providing rehabilitation services for consumers with mental illness, or alcohol and/or drug addictions; learn and apply basic knowledge of Behavioral Health and Wellness and Recovery Services characteristics; community resources, including Social Services and/or Probation; modern office practices, methods, and procedures; principles and practices of effective customer service; basic record keeping practices; techniques of interviewing and information gathering.

Ability to: Develop and maintain effective working relationships with consumers and families, coworkers, treatment team, and those contacted during the course of work; work with angry or confrontational consumers and/or family members/caregivers; identify potential conflicts and refer appropriately; organize and coordinate basic living skills activities; assist with development and implementation of consumer plan of care; maintain the confidentiality of consumer information in accordance with legal standards and/or County regulations; prepare reports and notes within established timelines; meet deadlines under stressful conditions; complete multiple projects with conflicting deadlines; understand and follow oral and written instructions; understand and ensure compliance with policies, procedures and regulations; document consumer progress on stated goals and objectives; empathize with consumers; understand and accept differences in human behavior; communicate effectively both orally and in writing, on the phone, in person and via Telepsychiatry; listen and display compassion; demonstrate leadership and advocacy skills; benefit from training.

Work Environment: Work primarily in an office, and may transport, meet at various locations within the community and/or home visits with the consumer and/or family member/caregiver as

needed, which may include exposure to unsanitary living conditions or guard animals. Requires the ability to sit at a desk working with computer equipment; work on the phone, via Telepsychiatry, and in frequent contact with consumers, families, treatment team, coworkers and the public. Duties require the ability to stand, walk, reach, lift and bend; hear and communicate orally, in person, on the phone, and via a computer; use computer equipment; regularly work with files and general office equipment. Ability to lift, carry and/or move files weighing up to 15 pounds. Safely operate a motor vehicle.

Medical Class: C Probationary Period: 6 months (1040 service hours) FLSA Status: Non-Exempt



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM April 30, 2019

SUBMITTED BY: Administration – Rebecca Campbell

SUBJECT: EXTENSION OF APPOINTMENT OF COUNTY ADMINISTRATIVE OFFICER TO THE REGISTRAR OF VOTERS

SUMMARY:

Overview:

On January 15, 2019 your Board elected, by resolution, to transfer the Elections Division in the County under the County Administrative Officer, and effective February 1, 2019 the County Administrative Officer was designated the Registrar of Voters, not to exceed 90 days. It is requested to extend that assignment for a period not to exceed 90 days.

Recommendation:

Adopt a resolution that continues to designate the County Administrative Officer as the Registrar of Voters, not to exceed 90 days.

Fiscal Impact:

There is no fiscal impact to the General Fund with this action.

BACKGROUND:

Government Code Section 26802.5 states that, “In the Counties of El Dorado, Imperial, Kings, Lake, Marin, Merced, Modoc, Monterey, Napa, Riverside, San Joaquin, Solano, and Tulare, a registrar of voters may be appointed by the Board of Supervisors in the same manner as other County officers are appointed. In those counties, the County Clerk is not ex officio registrar of voters, and the registrar of voters shall discharge all duties vested by law in the county elections official that relate to and are part of the election procedure.”

Effective February 1, 2019 your Board appointed the County Administrative Officer to the Registrar of Voters, which included transferring the Elections Office under the County Administrative Officer (CAO). That appointment will expire May 2, 2019, therefore, an extension is requested. Over that past couple of months the CAO convened a working group that made a recommendation to your Board for a long-term plan for the Elections function. Your Board elected to create a standalone department. On March 19, 2019, your Board adopted a job specification and allocated 1.0 full time equivalent Registrar of Voters, and then a recruitment ensued. Today that recruitment is still in progress, therefore, it is requested to extend the time period that the County Administrative Officer is assigned that duty.

BOARD ACTION:

APPROVED AS PRESENTED: _____ OTHER: _____

I hereby certify that the above order was passed
and _____, 2019.

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.

Agenda Item

COUNTY REORGANIZATION

January 15, 2019

Page 2 of 2

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

RESOLUTION TO CONTINUE APPOINTMENT
OF THE COUNTY ADMINISTRATIVE OFFICER
AS REGISTRAR OF VOTERS PURSUANT
TO SECTION 26802.5 OF THE
GOVERNMENT CODE _____/

RESOLUTION NO.

WHEREAS, by Resolution No. 19-003, the County Administrative Officer was appointed the County's Registrar of Voters beginning February 1, 2019 for a period not to exceed 90 days pending the permanent assignment of Registrar or Voter duties to a newly appointed Registrar of Voters; and

WHEREAS, the County Administrative Officer's appointment as Registrar of Voters will expire on May 2, 2019; and

WHEREAS, additional time is needed to identify and appoint a new, permanent Registrar of Voters; and

WHEREAS, pursuant to the authority conferred by Section 26802.5 of the Government Code, the County's Board of Supervisors ("Board") may appoint the County Administrative Officer as the County's Registrar of Voters for an additional period; and

WHEREAS, the County Administrative Officer as the Registrar of Voters has discharged all duties vested by law in the county elections official that relate to or are a part of the County of Kings' election procedure.

NOW, THEREFORE, IT IS HEREBY RESOLVED as follows:

1. The County Administrative Officer appointment as County Registrar of Voters shall continue beyond the current appointment for an additional period not to exceed 90 days beginning May 2, 2019.
2. As the Registrar of Voters, the County Administrative Officer shall continue to discharge all duties vested by law in the county elections official that relate to or are a part of the County of Kings' election procedure.
3. A permanent assignment of Registrar of Voters duties shall be made on or before July 31, 2019 by the appointment of a new Registrar of Voters.
4. This matter shall be returned to the Board of Supervisors for report and update at least monthly.

The foregoing Resolution was adopted upon motion by Supervisor _____, seconded by Supervisor _____, at a regular meeting held on the 30th of April, 2019, by the following vote:

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

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

WITNESS my hand and seal of said Board of Supervisors this 30th day of April, 2019.

Clerk of said Board of Supervisors



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM April 30, 2019

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

SUBJECT: CONSENT TO HOLD A TAX EQUITY AND FISCAL RESPONSIBILITY ACT (“TEFRA”) PUBLIC HEARING REGARDING ISSUANCE OF UP TO \$60,000,000 OF REVENUE BONDS TO FINANCE AND REFINANCE THE ACQUISITION, CONSTRUCTION, FURNISHING, EQUIPPING, AND IMPROVEMENT OF MEDICAL SCHOOL FACILITIES FOR THE CALIFORNIA UNIVERSITY OF SCIENCE AND MEDICINE

SUMMARY:

Overview:

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

Recommendation:

1. Conduct a Tax Equity and Fiscal Responsibility Act (TEFRA) Public Hearing; and
2. Adopt a Resolution approving the tax-exempt financing and the issuance of the obligations by the California Public Finance Authority for the California University of Science and Medicine (the “Corporation”).

Fiscal Impact:

None. The County’s participation bears with it no cost or financial obligation, but serves as a public acknowledgement of the facilities to be financed by the host jurisdiction. The approval of the tax-exempt financing for the project will not place any financial obligations upon the County.

(Cont’d)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2019.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

CONSENT TO HOLD A TAX EQUITY AND FISCAL RESPONSIBILITY ACT (“TEFRA”) PUBLIC HEARING REGARDING ISSUANCE OF UP TO \$60,000,000 OF REVENUE BONDS TO FINANCE AND REFINANCE THE ACQUISITION, CONSTRUCTION, FURNISHING, EQUIPPING AND IMPROVEMENT OF MEDICAL SCHOOL FACILITIES FOR THE CALIFORNIA UNIVERSITY OF SCIENCE AND MEDICINE

April 30, 2019

Page 2 of 2

BACKGROUND:

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

California University of Science and Medicine (the “Corporation”) has requested that CalPFA issue revenue bonds in an amount not to exceed \$60,000,000 to finance and refinance the costs of the acquisition, construction, furnishing, equipping, and improvement of medical school facilities on the campus of California University of Science and Medicine located at 501 Violet Street in Colton, California (the “Project”).

The Board has been asked to conduct the public hearing on April 30, 2019 and to approve the issuance of the obligations as the host governmental unit. Proper notice has been made concerning this hearing.

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

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

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

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

* * * * *

IN THE MATTER OF THE BOARD OF SUPERVISORS OF THE COUNTY OF KINGS APPROVING A FINANCING TO BE UNDERTAKEN BY THE CALIFORNIA PUBLIC FINANCE AUTHORITY IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$60,000,000, FOR THE PURPOSE OF FINANCING THE ACQUISITION, CONSTRUCTION, FURNISHING, EQUIPPING AND IMPROVEMENT OF CERTAIN MEDICAL SCHOOL FACILITIES FOR CALIFORNIA UNIVERSITY OF SCIENCE AND MEDICINE AND CERTAIN OTHER MATTERS RELATING THERETO _____ RESOLUTION NO. _____

WHEREAS, California University of Science and Medicine, a California nonprofit public benefit corporation (the "Corporation"), has requested that the California Public Finance Authority (the "Authority") issue one or more series of revenue bonds in an aggregate principal amount not to exceed \$60,000,000 (the "Bonds").

A portion of the proceeds of the Bonds will be used to finance and/or refinance (including through reimbursement) the acquisition, construction, furnishing, equipping and improvement of certain medical school and related facilities located on or about the campus of California University of Science and Medicine generally located at 501 Violet Street, in the City of Colton, the southwest corner of San Bernardino Avenue and Meridian Avenue in the City of Colton, and at the northeast corner of West Valley Boulevard and Meridian Avenue in the City of Colton, California. The facilities are or will be owned by the California University of Science and Medicine, a California nonprofit public benefit corporation and an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code").

WHEREAS, the real property and facilities proposed to be financed and/or refinanced (collectively, the "Project") are located within the City of Colton; and

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

WHEREAS, pursuant to Section 147(f) of the Code, the issuance of the Bonds by the Authority must be approved by the County; and

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

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

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

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

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

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

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

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

The foregoing resolution was adopted upon motion by Supervisor _____, seconded by Supervisor _____ at a regular meeting held on the 30th day of April, 2019, by the following vote:

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

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

IN WITNESS WHEREOF, I have set my hand this ___ day of _____, 2019.

Clerk of said Board of Supervisors