



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 July 2, 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 – Roger Watson – Koinonia Church
PLEDGE OF ALLEGIANCE
- II 9:00 AM** **UNSCHEDULED APPEARANCES**
Any person may directly address the Board at this time on any item on the agenda, or on any other items of interest to the public, that is within the subject matter jurisdiction of the Board. Five (5) minutes are allowed for each item.
- III 9:05 AM** **CONSENT CALENDAR**
All items listed under the consent calendar are considered to be routine and will be enacted by one motion. For any discussion of an item on the consent calendar, it will be removed at the request of any Board Member and made a part of the regular agenda.
- A. Approval of the Minutes: June 24 & 25, 2019**
 - B. Behavioral Health Department:**
Consider authorizing the Director of Behavioral Health to sign the renewed Agreement with the Superior Court of California, County of Kings, for the Collaborative Justice Treatment Court from July 1, 2019 through June 30, 2020.
 - C. Probation Department:**
Consider approving the Probation Department’s Electronic Monitoring System (EMS) Program and the rules and regulations governing the program.
 - D. Human Services Agency:**
Consider authorizing the Chairman to sign the first amendment to Agreement Number 18-054 for the provision of individualized instructional support and preparation to participate in General Equivalency Diploma examination for participants in the California Work Opportunity and Responsibility to Kids program for an extended period for Fiscal Years 2019-2020 and 2020-2021.

- IV** **REGULAR AGENDA ITEMS**
- 9:10 AM** **A. Community Development Agency – Greg Gatzka**
Consider accepting the Kings County 2020 Census Outreach Strategic Plan and directing staff to submit the plan to the state.
- 9:15 AM** **B. County Counsel – David Prentice/Juliana Gmur**
Consider suspending the proclamation of a local emergency due to high flows on the Kings River.
- 9:20 AM** **C. Human Resources Department– Leslie McCormick Wilson/Henie Ring**
Consider approving the revised job specification for Director of Child Support Services.
- 9:25 AM** **D. Public Works Department – Kevin McAlister**
Report regarding the congestion mitigation and air quality program preliminary design of Kettleman City Roundabout at Bernard Drive and State Route 41.
- 9:30 AM** **E. Administration – Rebecca Campbell/Domingo Cruz**
1. Consider adopting a Resolution appointing the Chief Information Officer as the Purchasing Agent until a permanent Purchasing Agent is hired.
 2. Consider authorizing the Chairman to sign the first amendment to Agreement Number 15-058 with Vanir Construction Management, Inc. for cost estimation services for the County’s Juvenile Center Project.
- V** **9:35 AM** **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).
- ◆ Board Correspondence
 - ◆ Upcoming Events
 - ◆ Information on Future Agenda Items
- VI** **9:40 AM** **G. CLOSED SESSION**
- ◆ **Litigation initiated formally.** The title is: *Administrative Proceedings before the California Public Utilities Commission between the California High Speed Rail Authority and County of Kings re Grade Separation Applications A1802018, A1802017, A1805020 and A1806017.* [Govt. Code Section 54956.9(d)(1)]
 - ◆ **Litigation initiated formally.** The title is: *California High-Speed Rail Authority, et al. vs. John Tos, et al., Sacramento County Superior Court Case No. 34-2016-00204740* [Govt. Code Section 54956.9(d)(1)]
 - ◆ **Litigation initiated formally.** The title is: *Kings County, et. al. vs. California High-Speed Rail Authority, Sacramento County Superior Court Case #34-2014-80001861* [Govt. Code Section 54956.9(d)(1)]
 - ◆ **Deciding to initiate litigation.** 2 cases [Govt. Code Section 54956.9(d)(4), (e)(1)]
 - ◆ **Personnel Matters:** [Govt. Code Section 54957]
Public Employment:
Title: County Counsel
 - ◆ **Personnel Matters:** [Govt. Code Section 54957]
Public Employment:
Title: Registrar of Voters
 - ◆ **Personnel Matters:** [Govt. Code Section 54957]
Public Employment:
Title: Child Support Services Director

- ◆ **Conference with Labor Negotiator/Meet and Confer:** [Govt. Code Section 54957.6]
 Negotiator: Rebecca Campbell
 - **Blue Collar SEIU Local 521**
 - **Detention Deputies’ Association**
 - **Prosecutors’ Association**
 - **Unrepresented Management**

VII

H. ADJOURNMENT

The July 9, 2019 meeting has been cancelled. The next regularly scheduled meeting is scheduled for Tuesday, July 16, 2019, at 9:00 a.m.

VIII 11:00 AM I. CALIFORNIA PUBLIC FINANCE AUTHORITY– REGULAR MEETING

FUTURE MEETINGS AND EVENTS

July 4	---	County offices closed in observance of July 4, 2019 Holiday
July 9	---	Regular Meeting – Cancelled
July 16	9:00 AM	Regular Meeting
July 23	9:00 AM	Regular Meeting
July 23	11:00 AM	California Public Finance Authority Regular Meeting
July 23	1:30 PM	Kings County Housing Authority Board of Directors Regular Meeting
July 23	2:00 PM	Kings In-Home Supportive Services Board Regular Meeting
July 30	9:00 AM	Regular Meeting

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



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Action Summary June 24 & 25, 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.

Special Meeting

Monday, June 24, 2019

I B 1

CALL TO ORDER

ROLL CALL – Clerk of the Board

**MEMBERS PRESENT: JOE NEVES, DOUG VERBOON, CRAIG PEDERSEN,
RICHARD FAGUNDES**

MEMBERS ABSENT: RICHARD VALLE

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.

None

III B 3

A. CLOSED SESSION

INTERVIEWS – COUNTY COUNSEL

[Govt. Code Section 54957]

IV

B. ADJOURNMENT

The next regularly scheduled meeting is scheduled for June 25, 2019, at 9:00 a.m.

Regular Meeting

Tuesday, June 25, 2019

I B 4

CALL TO ORDER

ROLL CALL – Clerk of the Board

INVOCATION – Chad Fagundes – Koinonia Church

PLEDGE OF ALLEGIANCE

ALL MEMBERS PRESENT

II B 5

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.

Natalie Rencher, Kings County Librarian, stated that the Corcoran Branch Library will be closed on June 27, 2019 to allow the new City Police Department to be connected to power and stated that the Children’s Reading Program with Reptile Ron will be held in the Corcoran on July 15, 2019.

Jay Laduc, Kings County resident, stated his concerns for hemp being grown near his property and the safety issues the crop will bring near his home and asked the Board to consider an ordinance to put regulations on growers in the County.

Dusty Ference, Kings County Farm Bureau Executive Director, stated that he would like the Board to table the urgency hemp ordinance and allow the Agricultural Advisory Committee and the Kings County Farm Bureau to review and help to draft the ordinance.

Crystal Cunningham, Kings County resident, stated her concerns for hemp being grown 250 feet from her property and concerns for her family’s safety and stated that the property is land locked and anyone wanting to access the property would have to cross her property so she asked the Board to consider putting regulations on the growers in the County with an ordinance.

Brian Medeiros, Kings County resident, stated his concerns for the Board enacting an ordinance regulating hemp being grown in the County and asked the Board to look at the issue on a case by case review.

Travis Copeland, Kings County resident, stated his concerns for the Board enacting an ordinance regulating hemp being grown in the County and asked the Board to not adopt an ordinance.

Brett Stroud, Tulare Lake Reclamation District No. 761, stated that he was here to ask the Board to appoint a director to the district to allow them to meet quorum to take care of business.

Mark Grewal, Tulare Lake Reclamation District No. 761, stated that the existing members have been looking for a member to meet quorum and asked the Board to appoint a member today.

Riley Jones, Los Angeles County Sanitation District, stated that the District requests the Board to postpone the appointment today so that they may have an opportunity to submit an applicant for appointment to the position.

Dr. Lisa Lewis, Kings County Behavioral Health Director, introduced Dr. Arieh Whisenhunt, the County Tele-Psychiatrist to the Board.

III B 6 **CLOSED SESSION**
Significant exposure to litigation. *I case* [Govt. Code Section 54956.9(d)(2), (e)(1)]

IV B 7 **CONSENT CALENDAR**
All items listed under the consent calendar are considered to be routine and will be enacted by one motion. For any discussion of an item on the consent calendar, it will be removed at the request of any Board Member and made a part of the regular agenda.

A. Approval of the Minutes: June 17 & 18, 2019

B. Human Services Agency

Consider authorizing the Chairman to sign the first amendment to the Agreement with InTelegy Corporation for service assessments and dashboard development. [Agmt 18-104.1]

C. Department of Public Health:

1. Consider authorizing the Chairman to sign Agreements with Milton Teske, MD to continue providing services as Health Officer/Tuberculosis Controller/Registrar of Births and Deaths; Thomas Buford, Pharmacist, to continue providing pharmacist services; Hanumandla Reddy, Cardiologist, to continue providing electrocardiogram services and Beverly Radiology Medical Group doing business as Hanford Advanced Imaging Center to continue providing X-ray services. [Agmts 19-055, 19-056, 19-057, 19-058]
2. Consider authorizing the Chairman to sign the Women, Infant, and Children Supplemental Nutrition standard Agreement amendment for Fiscal Years 2016-2019. [Agmt 17-089.2]

D. Sheriff's Office:

Accept a report of prison inmate welfare fund for Fiscal Year 2017-2018.

E. Administration:

Consider authorizing the Chairman to sign four-year Agreement with Burnham Benefits for employee benefits – Broker of Record Services. [Agmt 19-059]

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

V **REGULAR AGENDA ITEMS**

B 8 **A. Department of Public Health – Edward Hill/Scott Waite**
Monthly report regarding actions take by the First 5 Kings County Children and Families Commission at its June 4, 2019 meeting.
INFORMATION ONLY - NOA

B 9 **B. County Counsel – David Prentice/Juliana Gmur/Diane Freeman**
1. Consider appointing ~~Jim Wilson~~ *Mike Sullivan* as a Director of the Tulare Lake Reclamation District #761 in order to establish a quorum.
ACTION: APPROVED AS AMENDED (DV/CP/RV/RF/JN-Aye)
2. Consider adopting an interim Urgency Ordinance regarding the cultivation of hemp in the County of Kings.
ACTION: APPROVED AS PRESENTED (DV/CP/RV/RF/JN-Aye)

B 10 **C. Department of Finance – Jim Erb/Rob Knudson**
Consider adopting an Ordinance establishing booking fees for Fiscal Year 2019-2020 and waiving the second reading of the Ordinance. [Ord 693]
ACTION: APPROVED AS PRESENTED (DV/RF/RV/CP/JN-Aye)

- B 11** **D. Human Resources – Leslie McCormick Wilson/Carolyn Leist/Victoria Whipple/Melissa Avalos**
1. Consider approving a revised job specification for Senior Employment and Training Technician and set the salary at Range 186.0 (\$3,825-\$4668).
ACTION: APPROVED AS PRESENTED (RF/CP/RV/DV/JN-Aye)
 2. Consider authorizing the revised job specification for Central Services Supervisor and approving an adjustment upward for the Central Services Supervisor, from Range 162.5 (\$3,028-\$3,695) to Range 163.0 (\$3,042-\$3,713) effective ~~June 24, 2019~~ **June 17, 2019**.
ACTION: APPROVED AS AMENDED (DV/RV/CP/RF/JN-Aye)
 3. Consider approving a new job specification for Staff Support Specialist I/II and setting the salary at Range 174.0 (\$3,394-\$4,143) for Staff Support Specialist I approving a new job specification for Staff Support Specialist II and set the salary at Range 184.0 (\$3,749-\$4,576) for Staff Support Specialist II.
ACTION: APPROVED AS PRESENTED (DV/RF/RV/CP/JN-Aye)
- B 12** **E. Human Services – Sanja Bugay**
- Consider authorizing the advanced step hire of Jesus Diaz as an Eligibility Worker II for Human Services Agency at Salary Range 165.0, Step 5.
ACTION: APPROVED AS PRESENTED (DV/RF/RV/CP/JN-Aye)
- B 13** **F. Information Technology – John Devlin**
- Consider deleting two Full-Time Equivalency position allocations of Records and Micrographics Technician I/II and one Full-Time Equivalency position of Records and Information Management Supervisor effective July 12, 2019.
ACTION: APPROVED AS PRESENTED (CP/DV/RV/RF/JN-Aye)
- B 14** **G. Sheriff's Office – David Robinson/Cassandra Heffington**
- Consider denying the request for a waiver presented by Edward and Andrea Sousa for boarding fees for sheep seized by Animal Services.
ACTION: APPROVED AS PRESENTED (CP/DV/RV/JN-Aye, RF-No)
- B 15** **H. Administration – Rebecca Campbell/Roger Bradley**
1. Consider authorizing the County Administrative Officer to sign Agreements with Tonya Lee, Marianne Gilbert, William Fjellbo, Karen Butler, Brent Woodward, Melinda Benninghoff, Hugo Gomez-Vidal, Jim A. Trevino, Robert Stover, Lawrence Meyer, Ismael Rodriguez, Shani Jenkins, James Oliver, Michael Woodbury, Greg Blevins, Carlos Navarrete, Jared Ramirez, Afreen Kaelble, Cheryl Harbottle, Robert Bartlett, Ralph Kaelble, Eric Hamilton, Jeffrey Boggs and Brett Barcellos to provide indigent defense services.
ACTION: APPROVED AS PRESENTED (RF/DV/RV/CP/JN-Aye)
 2. Consider reappointing members to multiple commissions and advisory boards.
ACTION: APPROVED AS AMENDED (DV/RF/RV/CP/JN-Aye)
 3. Consider adopting the Fiscal Year 2019/2020 Proposed Budget as presented, directing the Department of Finance to make the Proposed Budget available to the public, scheduling final budget hearings to commence on Monday, August 19, 2019 in the Board Chambers at 9:00 a.m. and instructing the Clerk of the Board to give proper notice of the final budget hearings.
ACTION: APPROVED AS PRESENTED (DV/CP/RF/JN-Aye, RV-No)

VI B 16

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).

Supervisor Pedersen stated that he attended the San Joaquin Valley Air Pollution Control District Board meeting on June 20, 2019.

Supervisor Neves stated that he attended the Hanford Kiwanis Club meeting on June 19, 2019, attended the Ag Roundtable meeting and the South Fork Kings GSA meeting on June 20, 2019, attended the Kings United Way meeting on June 21, 2019, attended the Laton Lion's Club beans and linguica fundraiser and the All-Star football game on June 22, 2019,.

- ◆ Board Correspondence: **None**
- ◆ Upcoming Events: **Rebecca Campbell stated that the Kings County Employee Blood drive will be held on July 25, 2019.**
- ◆ Information on Future Agenda Items: **Rebecca Campbell stated that the following items would be on a future agenda: Administration Agreement with California Department of Healthcare Services for MediCal Inmate program, Human Services Agency contract amendment for Commission on Aging adult day care 2018/2019, Probation Electronic Monitoring program, Public Works Department Congestion Mitigation and Air Quality program and seal of various Kings County roadways and sand donation for the Santa Rosa Rancheria, Administration and Community Development Agency Strategic Plan for the 2020 Census and SB 81 Round Two Juvenile center and ground lease, Administration study session on capital projects, rainy day funds and policy updates.**

VII B 17

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)]
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- ◆ **Personnel Matters:** [Govt. Code Section 54957]
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Title: County Counsel
- ◆ **Personnel Matters:** [Govt. Code Section 54957]
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Negotiator: Rebecca Campbell
 - **Blue Collar SEIU Local 521**
 - **Detention Deputies' Association**
 - **Prosecutors' Association**
 - **Unrepresented Management**

REPORT OUT: David Prentice, Interim County Counsel stated that he did not anticipate any reportable action to be reported on today.

VIII B 18 K. ADJOURNMENT

The next regularly scheduled meeting is scheduled for Tuesday, July 2, 2019, at 9:00 a.m.

IX 1:30 PM L. KINGS COUNTY HOUSING AUTHORITY– REGULAR MEETING

X 2:00 PM M. KINGS IN HOME SUPPORTIVE SERVICES BOARD – REGULAR MEETING CANCELLED

<i>FUTURE MEETINGS AND EVENTS</i>		
July 2	9:00 AM	Regular Meeting
July 4	---	County offices closed in observance of July 4, 2019 Holiday
July 9	---	Regular Meeting – Cancelled
July 16	9:00 AM	Regular Meeting
July 23	9:00 AM	Regular Meeting
July 23	11:00 AM	California Public Finance Authority Regular Meeting
July 23	1:30 PM	Kings County Housing Authority Board of Directors Regular Meeting
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July 30	9:00 AM	Regular Meeting

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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 July 2, 2019

SUBMITTED BY: Behavioral Health – Lisa Lewis/UnChong Parry

SUBJECT: AGREEMENT WITH SUPERIOR COURT OF CALIFORNIA, COUNTY OF KINGS, FOR COLLABORATIVE JUSTICE TREATMENT COURT

SUMMARY:

Overview:

Behavioral Health is seeking to enter into an Agreement with the Superior Court of California, County of Kings, for Collaborative Justice Treatment Courts.

Recommendation:

Authorize the Director of Behavioral Health to sign the renewed agreement with Superior Court of California, County of Kings, for the Collaborative Justice Treatment Court from July 1, 2019 through June 30, 2020.

Fiscal Impact:

There will be no additional cost to the County General Fund. This is a one year agreement beginning July 1, 2019 through June 30, 2020 in the amount of \$168,311. Revenues and expenditures are found in the adopted Fiscal Year 2019-2020 Budget Unit 422200 titled Mental Health Services Act.

BACKGROUND:

The Behavioral Health Department collaborates with the Superior Court of California, County of Kings (Superior Court), District Attorney, Probation Department, Sheriff's Department, Public Guardian, and Kings View for the administration of Kings County's Collaborative Justice Treatment Courts (CJTC). The CJTC Program is specifically designed for Kings County defendants/offenders who have a primary diagnosis of substance use, mental health or co-occurring disorders. CJTC uses a drug-court model with an integrated trauma-informed approach that provides participants access to a continuum of substance use and mental health treatment as an alternative to incarceration.

(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

AGREEMENT WITH SUPERIOR COURT OF CALIFORNIA, COUNTY OF KINGS, FOR COLLABORATIVE JUSTICE TREATMENT COURT

July 2, 2019

Page 2 of 2

Kings County currently has four CJTC courts which include Behavioral Health, Drug, Mental Health, and Veterans Court. CJTC strives to reduce recidivism of individuals who experience mental illness and/or substance use disorders through a cost effective continuum of care.

The goals of CJTC include:

- Reduce recidivism and other crimes related to substance use and mental illness;
- Reduce substance use and promote recovery amongst program participants through the provision of evidence-based, trauma-informed therapeutic treatment services;
Enhance collaboration and systems integration through problem solving across programs partnering agencies by increasing collaboration, coordinated responses, interdisciplinary treatment, to address the complex treatment needs of offenders with co- occurring mental health and substance abuse disorders;
- Improve participants' family health, life and overall quality of life through the provision of evidence-based, trauma-informed therapeutic treatment services.

This agreement with the Superior Court delineates their roles and responsibilities related to implementation of CJTC. The Superior Courts' role includes establishment of the program participants' official court record, providing staff for the specialized court, facilitation of weekly pre-treatment meetings prior to scheduled courtroom hearings, participating in planning and collaboration with Behavioral Health related to CJTC, and providing data for program outcome evaluation.

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

COPY

**AGREEMENT BY AND BETWEEN
THE COUNTY OF KINGS, BEHAVIORAL HEALTH DEPARTMENT AND
THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF KINGS**

This Agreement (hereinafter "Agreement") is made and entered into this day of July 1, 2019, by and between the County of Kings, Behavioral Health Department (hereinafter "County"), and the Superior Court of California, County of Kings (hereinafter "Court").

WHEREAS, the County, through its Behavioral Health Department, wishes to ensure the provision of services to individuals participating in the Kings County Veterans Court, the Kings County Behavioral Health Court, Kings County Co-Occurring Court and the Kings County Drug Court collectively known as the Collaborative Justice Treatment Court (hereinafter "CJTC"); and

WHEREAS, the Court wishes to facilitate the participation of individuals and agencies in the CJTC; and

WHEREAS, both Parties desire to coordinate their efforts regarding the CJTC.

NOW, THEREFORE, the Parties agree as follows:

1. **Scope of Services:** The Parties shall perform the services as set forth in Exhibit A, incorporated herein by reference as though fully set forth.
2. **Compensation:** Kings County Behavioral Health (KCBH) shall pay the Court on a quarterly basis no later than fifteen (15) business days following receipt of a written quarterly invoice. KCBH will draw a warrant in favor of the Court in the amount of the invoice for expenditures incurred as outlined in the Court's Budget (Exhibit "B"). The Court shall not be reimbursed for the services beyond pursuant to the Scope of Work (Exhibit "A").
3. **Term:** This Agreement shall commence on July 1, 2019, and remain in full force and effect for the program's length of a minimum of twelve (12) months.
4. **Modification and Termination:** This Agreement may be modified only by a written amendment signed by the Parties. This Agreement may be terminated by the County or the Court, at any time, without cause, upon 180 days written notice to the other party prior to the end of the fiscal year.
5. **Insurance:** Each Party is responsible for obtaining the necessary insurance through an insurer or a shared risk insurance pool.
6. **Indemnification:** Each Party shall indemnify, defend and hold harmless the other Party, its Board members, officers, judicial officers, employees, agents and assigns from and against any and all claims, demands, liability, judgments, awards, interest, reasonable attorney's fees, costs, experts' fees and expenses of whatsoever kind or nature, at any time arising out of its

negligent performance of this Agreement or willful misconduct, whether in tort, contract or otherwise. This indemnification obligation shall survive the termination of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

7. **Compliance with Law:** Each Party shall comply with all federal, state and local laws and regulations applicable to its performance, including all confidentiality laws.

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

County:

Kings County Behavioral Health
460 Kings County Dr. Suite 101
Hanford, California 93230

Court:

Superior Court of Kings County
1640 Kings County Dr.
Hanford, California 93230

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 upon a return receipt, whichever occurs first.


9. **Entire Agreement:** This Agreement, including exhibits as referenced herein, constitutes the entire agreement between the Parties and there are no inducements, promises, terms, conditions or obligations made or entered into by the County or the Court other than those contained herein.

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

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

Lisa Lewis, KCBH Director

Date



Michelle S. Martinez, Court Executive Officer



Date

EXHIBIT A

SCOPE OF WORK

July 1, 2019 - June 30, 2020

The Court shall provide services in furtherance of the CJTC Program Goals and Objectives.

A. Program Goals and Objectives

The CJTC Program is specifically designed for Kings County defendants/offenders who have a primary diagnosis of substance use, mental health or co-occurring disorders. CJTC uses a drug-court model with an integrated trauma-informed approach that provides participants access to a continuum of substance use and mental health treatment as an alternative to incarceration. CJTC Program goals and objectives include:

- a. Goal 1:** Reduce recidivism and other crimes related to substance abuse (e.g. public nuisance, living on the street, domestic violence, etc.) of Kings County offenders with substance abuse and co-occurring mental health and substance abuse disorders.
 - i.** Objective 1: Enhance a collaborative, problem-solving drug court that utilizes a multidisciplinary approach to meeting the complex treatment needs of the target population.
 - ii.** Objective 2: Engage the target population in a non-adversarial and trauma-informed judicial process to oversee court-ordered substance abuse and co-occurring treatment.
 - iii.** Objective 3: Identify and enroll target population early into the drug-court program.
 - iv.** Objective 4: Decrease criminal justice involvement of program participants.

- b. Goal 2:** Reduce substance use and abuse and promote recovery among program participants through the provision of evidence-based, trauma-informed, therapeutic treatment services.
 - i.** Objective 1: Increase abstinence or a reduction in substance abuse through the provision of evidence-based, trauma-informed substance abuse outpatient and intensive outpatient treatment.
 - ii.** Objective 2: Provide education and case management that supports offenders to develop an understanding of the connection between their substance use and trauma history on the behavioral choices they make that contribute to their criminogenic risk.
 - iii.** Objective 3: Increase self-sufficiency of program participants through the provision of recovery support services before, during, and after criminal justice involvement (e.g. employment rates, housing stability, individual and family functioning, social connectedness, etc.).
 - iv.** Objective 4: Decrease the impact of co-occurring mental health and substance abuse disorders on program participants through the provision of coordinated substance abuse and mental health treatment services.

- c. **Goal 3:** Enhance collaboration and systems integration through problem-solving across departments and other program partners.
 - i. Objective 1: Increase collaborative and coordinated responses to the complex treatment needs of offenders with substance abuse or co-occurring mental health and substance abuse disorders.
 - ii. Objective 2: Increase interdisciplinary treatment team collaborative treatment plan revisions as participants progress through the drug court interventions.

- d. **Goal 4:** Improve participants' family functioning outcomes through the provision of evidence-based, trauma-informed, therapeutic treatment services.
 - i. Objective 1: Increase participants' family functioning outcomes as participants' progress through the drug court interventions.
 - ii. Objective 2: Increase children of participants' health and educational outcomes as their parents receive drug court interventions

B. Description of Services

The Court shall:

- a. establish a specialized court docket for CJTC including Behavioral Health Court, Co-Occurring Court, Drug Court and Veterans Court.
- b. schedule, staff and facilitate weekly courtroom hearings for each specialized CJTC Court.
- c. facilitate weekly pre-treatment meetings prior to the scheduled courtroom hearings.
- d. allocate the necessary court staff and implement a system that supports effective calendar management for CJTC.
- e. work with KCBH in order to develop and continually strengthen a system to track and establish baseline data for future funding, on-going needs, and the outcomes of cases.
- f. engage in all CJTC strategic planning with Kings County Behavioral Health (KCBH) and other partnering organizations to ensure sustainability for CJTC.
- g. designate staff to provide ongoing consultation with KCBH staff to ensure accurate scheduling.
- h. participate in the development of operational standards and policies for CJTC in conjunction with other participating agencies.

EXHIBIT B

Budget

July 1, 2019-June 30, 2020

Collaborative Courts - Substance Abuse - Kings County Superior Court Budget Eff 7/1/19				
Position	% of FTE		Hrly Rate Salary & Benefits	Annual
Clerk/Court II	35%		31.11	22,648
Clerk/Court I	25%		25.47	13,244
Clerk/Calendar	20%		32.30	13,437
Processing Clerks CSC II	10%		32.30	6,718
Courtroom Services Manager	5%		42.99	4,471
Court Operations Supervisor	5%		38.02	3,954
Manager	5%		39.89	4,149
Interpreter	15%		56.15	17,519
Interpreter/Coord	3%		58.19	3,666
		Total Personnel Costs		89,806
Ct Reporters Per Diem (using FY 18-19 average ytd 3rd qtr)	Actual Costs	<i>Per Diem Effective 7/1/18 \$275</i>		22,000
Court Reporter Transcripts	Using YTD	18-19 3 qtr		6,898
		Total Court Reporter Costs		28,898
Entrance Screening Security			24.00	9,984
Entrance Screening Security			25.50	10,608
		Total Security Costs		20,592
		Total		139,296
<i>FY 18-19 Approved Judicial Council ICRP 20.83% (effective until new rate is calculated for FY 19-20)</i>			20.83%	29,015
Total Budget -				168,311

Budget Narrative

Courtroom Clerk I & II: Courtroom clerks that oversee the courtroom proceedings in and out of the courtroom. Sets and maintains schedule of court events; attends court sessions and records minutes of court proceedings; prepares, certifies and routes documentation to establish sentencing disposition of defendants; notifies Probation Department of verdicts and dates of sentencing; docket criminal cases; completes Register of Action cards; types a variety of legal documents and records of court activities; schedules future calendar matters for attorneys; receives, labels, securely stores and routes court exhibits and evidence; sets hearings and accepts filings for courtroom proceedings; administers oaths; orders and/or cancels juries; records jury attendance; impanels juries; prepares record of billing and/or reimbursement claims for juror

expenses; prepares, types, files and distributes legal documents and correspondence to reflect judicial decisions; maintains jury instructions; maintains statistics to assist in preparation of Judicial Council reports; sets up and maintains tickler files for court cases taken under submission; reviews and maintains judicial case files; files case documents; researches and responds to inquiries regarding cases and court-related matters; issues and distributes bench warrants; recalls bench warrants at the direction of the Judge or Commissioner; prepares and mails disposition notices of daily court proceedings; orders and maintains inventory of courtroom supplies and legal forms; orders bail reviews and formal sentencing reports; may assist in training new staff; compiles and verifies information to produce master calendar; revises master calendar as changes occur; prepares minutes for use in courtroom; sets court cases for trial; verifies accuracy of daily calendars for Court purposes; and ability to comprehend and analyze legal codes and terminology. (Essential duties may vary from position to position within classifications. Reasonable accommodation will be made when requested and determined by the Court to be appropriate under applicable law.

Court Service Clerk: Calendar: Court Clerk responsible for managing the court calendar.

Court Service Clerk Processing: Court Clerk responsible for maintaining the court file in the case management system and making sure it is ready for trial. This position issues legal documents for all case types; enters, processes and docket judgments; enters legal documents into Register of Action for court proceedings; reviews legal documents to determine acceptance or rejection; researches and provides information by telephone, in person and in writing; opens appropriate court case files; types a variety of legal documents and notices; certifies legal documents as necessary; accepts and receipts fines, fees, payments and cash bail; processes traffic tickets; enters data and statistics on computer; prepares calendar to process cases through court; prepares preliminary information for court minutes; routes legal documents and copies to appropriate agencies, individuals and County departments; pulls files for courtroom use; checks and balances traffic transaction log; closes cases and files including reporting convictions as appropriate; orders and processes jury lists; photocopies and files documents and correspondence; prepares bank deposits; maintains accounts receivable and/or trust accounts; may process appeals to permit higher court review; may perform courtroom duties including case docketing; receives cash or bail bonds; receives, opens and distributes mail; receives and file stamps legal and other documents to initiate case processing; orders and maintains supplies; orders court reporters and interpreters; purges and destroys outdated records; files counter arraignments; may notify judicial council of judge disqualifications; may assist in training new staff; may perform courtroom duties as a secondary assignment, and perform all other duties relevant.

Courtroom Services Director: Manager that has oversight of the Courtroom Clerks.

Court Operations Director: Manager that has oversight of the Supervisor and Court Service Clerks responsible for calendaring and file management.

Court Services Supervisor: Supervising Clerk that has direct oversight of the Court Service Clerks and reports to the Court Operations Manager. This position Plans, assigns, supervises, coordinates, reviews, and evaluates the work of the Court Services Clerk series; ensures adequate coverage for all legal processing, courtroom, and judicial services activities; Trains staff in legal terminology and procedures, document processing, and division job related duties; reviews work in progress and upon completion; Identify, develop and implement new methods and procedures as needed to facilitate court goals, policies and objectives; Participates in the selection of staff, appraises employee performance; conducts coaching and mentoring on work issues; recommends disciplinary actions of staff to the Deputy Court Administrator; Assists in the development and implementation of procedures and work standards for staff, ensuring that work is performed in a timely and professional manner; Monitors changes in laws, policies, and procedures that impact work; recommends procedural improvements and implements them after approval; assists in communicating procedures to staff; Answers complex and difficult legal or procedural questions related to document processing and courtroom operations; advises attorneys, public agencies, and the general public regarding the status of legal cases and procedural information; applies departmental policy to resolve conflicts with customers; Prepares and maintains statistical and narrative reports related to activity and work of the division; Provides input into development of budget for the division; Establish and maintain cooperative working relationships with Judicial Officers, staff, other agencies and the public; Researches and interprets application of laws and regulations for questions on legal and/or procedural issue; and Performs other related duties as assigned.

Interpreter: Court Interpreter (or possibly a contract interpreter if the court employee isn't available) that is available to provide interpreter services during court.

Interpreter/Coordinator: Court Interpreter that acts as the coordinator for needed services and schedules the services of an interpreter as needed.

Court Reporters: Contract Court Reporters that keep the record during court.

Entrance Screening: Contracted security services for screening of the public entering the court buildings. Personnel run the x-ray and metal detectors as well as patrolling and observing all public areas in and out of the building.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM July 2, 2019

SUBMITTED BY: Probation – Kelly Zuniga/Leonard Bakker

SUBJECT: ELECTRONIC MONITORING PROGRAM RENEWAL

SUMMARY:

Overview:

Pursuant to California Penal Code Sections 1203.016, 1203.017 and 1203.018, the Kings County Probation Department is seeking the Board’s approval for the current Electronic Monitoring System (EMS) Program and the rules and regulations governing said program. This is a renewal of the Rules and Regulations, and is required by statute to be completed annually.

Recommendation:

Approve the Probation Department’s Electronic Monitoring System Program and the rules and regulations governing the program.

Fiscal Impact:

There is no impact to the County’s General Fund. The program is budgeted in the proposed Fiscal Year 2019-2020 Budget through the Public Safety Realignment (Assembly Bill 109) Budget Unit 233100 and Youth Offender Block Grant (YOBG) Budget Unit 233600.

BACKGROUND:

Pursuant to California Penal Code Sections 1203.016, 1203.017 and 1203.018, the Board of Supervisors has the ability to authorize an EMS Program and approve the rules and regulations governing such a program. Accordingly, the Probation Department is seeking the approval of the Board for the Department’s current EMS Program and the rules and regulations for said program. This approval is required annually.

(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

ELECTRONIC MONITORING PROGRAM RENEWAL

July 2, 2019

Page 2 of 2

The Probation Department's EMS Unit currently supervises 88 offenders by utilizing Global Positioning System (GPS) devices placed on the offender's ankle, and tracking their movements utilizing the Veritracks computer monitoring system. In addition, the offenders are contacted in their residence on a weekly basis by a Deputy Probation Officer.

The offenders in the program go through a screening process, which includes eligibility determination utilizing guidelines and rules, which are attached for the Board's consideration and review. Once deemed to be an appropriate candidate for the program, the offender is removed from the jail if in custody. The EMS unit works closely with the staff from the Kings County Jail on a daily basis to determine who is eligible, and also to assist with jail overcrowding as needed. The EMS program, operated through the Kings County Probation Department, has been in existence for over 28 years and provides a cost benefit to the County. Candidates, who are incarcerated in the Kings County Jail and meet program eligibility, are released to serve custodial time while at home. As a result of the candidate being released, the Probation Department provides supervision of the candidate in the community through GPS monitoring; as well as, face-to-face contacts in the residence. The candidate is also available to be referred to Court mandated services in the community, such as Behavioral Health, Kings View and Champions, to name a few. If employed, the candidate can maintain employment and therefore supporting themselves and/or their family. In addition to the rules and regulations, the offender application and eligibility guidelines have been attached for the Board's consideration and review. They have been reviewed by County Counsel.



Kings County Probation Department Electronic Monitoring Services (EMS) Unit

EMS Eligibility Guidelines for House Arrest pursuant to 1203.016 PC & 1203.017 PC & 1203.018 PC

Automatic Exclusions from the Program:

- A. U.S. Immigration and Customs Enforcement (ICE)/Warrant/Parole/Probation Holds or Detainers
- B. Current Parole Violation
- C. The applicant is pending conviction of a serious or violent offense(s) pursuant to 1192.7 and 667.5(c) of the Penal Code
- D. The applicant committed other crime(s) or violation(s) while awaiting EMS approval
- E. Falsified information in the application
- F. Significant escape risk, criminal history, or non-compliance with Kings County Jail rules and regulations while in jail custody
- G. Significant history of violence, or significant prior conviction(s) of serious or violent offenses as defined under Sections 1192.7 and 667.5(c) of the Penal Code
- H. Offenses which require Sex Offender Registration pursuant to 290 PC; a violation of Section 261.5 of the Penal Code may be considered on a case by case basis
- I. The applicant has been removed or excluded from EMS within the past six months due to non-compliance.
- J. Any Current offense listed in the **Excluded Charges List (See attached)**

Other Criteria & Procedures:

- A. In-Custody applicants should serve their time in Kings County; however, applicants may (on a case by case basis) also be placed in areas nearby Kings County if deemed suitable.
- B. Commitments pursuant to 1170(h) PC shall follow the same eligibility guidelines; however, the length of their sentence will be considered in determining eligibility
- C. Domestic Violence and Drug Sales cases are reviewed on a case by case basis
- D. Individuals with a prior conviction for a serious or violent offense as defined under Sections 1192.7 and 667.5(c) of the Penal Code may be considered on a case by case basis upon consultation with a Deputy Chief Probation Officer, Chief Probation Officer, or designee. Factors such as factual circumstances of the prior offense, the individual's criminal history, the period of time elapsed since the prior conviction, behavior while in-custody, a history of failure to appear in court and prior performance on probation or house arrest will be considered in making this determination.
- E. Individuals seeking release on the basis of medical necessity will be considered on a case by case basis upon consultation with a Deputy Chief Probation Officer, the Chief Probation Officer or designee. The factors identified above in Section D will be considered in making this determination as well as the circumstances of the medical necessity and the individual's current risk to public safety if released.
- F. The owner/primary resident of the residence must agree to allow the applicant to serve his/her sentence at the residence; as well as agree with the search and seizure and alcohol requirements.

- G. Eligible applicants will be placed on a waitlist if no equipment is available
- H. The waitlist will be arranged from lower risk to higher risk, as well as the date the application was submitted. Placement on the waitlist does not guarantee placement in the EMS program.
- I. If the participant is homeless and/or transient, their participation will be considered on a case by case basis upon consultation with the Chief Probation Officer, Deputy Chief Probation Officer or his/her designee. The participant must be able to identify a specific area to be located if participant does not have a residence
- J. Participant must have the means to charge the monitoring device on a regular basis.

**Pursuant to Section 1203.016(d)(2) & 1203.017(d)(2) & 1203.018(g)(2) of the Penal Code-
*The correctional administrator (Chief Probation Officer in Kings County), or his/her designee, shall have the sole discretionary authority to permit program participation as an alternative to physical custody.***



Kings County Probation Department Electronic Monitoring Services (EMS) Unit

List of Excluded Charges

136 PC	Prevent/Dissuade witness from testimony
148.10(a) PC	Resisting Peace Officer resulting in death/serious injury
187 PC	Murder
191.5 PC	Gross Vehicular Manslaughter
192 PC	Manslaughter
203 PC	Mayhem
205 PC	Aggravated Mayhem
207 PC	Kidnapping
211 PC	Robbery
215 PC	Carjacking
220 PC	Assault with intent to commit rape
236 PC	False Imprisonment
243(b) PC	Battery on Police Officer
243.4 PC	Sexual Battery
246 PC	Shoot into occupied dwelling
261 PC	Rape
288 PC	Lewd or Lascivious Acts w/ child
290 PC	Registration of sex offenders
311 PC	Child Pornography
314 PC	Lewd or Obscene Conduct/indecent exposure
368 PC	Cruelty to an adult dependent
405 PC	Riot
417 PC	Exhibiting Firearm
451 PC	Arson
626.9 PC	Gun at School
646.9 PC	Stalking
647.6 PC	Annoying or molesting a child under 18
2800.1(a) VC	Evading Arrest
2800.2(a) VC	Evading Peace Officer, Disregard to safety
4532 PC	Escape
871 WIC	Escape

- Persons who are currently pending Court for any of the above noted offenses or any other “violent felony” within the meaning of subdivision (c) of Section 667.5 PC, are excluded from EMS House Arrest Program.
- “Serious felonies” within the meaning of subdivision (c) of Section 1192.7 PC , will be staffed with a Deputy Chief and reviewed on a case by case basis
- Persons with significant criminal histories or history of violent behavior are also excluded.



Kings County Probation Department Electronic Monitoring Services (EMS) Unit

Participant Name: _____

Rules and Regulations of the Electronic Monitoring/Home Confinement Program

1. The Kings County Correctional Administrator is the Chief Probation Officer or his/her designee.
2. The Correctional Administrator is authorized to offer a program under which offenders committed to Kings County Jail or other County correctional facilities, or granted probation, may voluntarily participate in an Electronic Monitoring/Home Confinement Program during their sentence in lieu of confinement pursuant to 1203.016 PC, in lieu of bail pursuant to 1203.018 PC, or involuntarily pursuant to 1203.017 PC.
3. As a condition of voluntary participation in the Electronic Monitoring/Home Confinement Program, an inmate must give his/her consent in writing to participate and shall agree in writing to comply with the rules and regulations of the program, including the terms and conditions of Electronic Monitoring/Home Confinement Program, attached herewith and incorporated herein by reference.
4. A participant is required to remain within the interior premises of his/her residence during the hours designated by the Correctional Administrator.
5. A participant shall admit any person or agency designated by the Correctional Administrator (which may include personnel from the Kings County Probation Department or any other law enforcement agency) into his/her residence at any time for purposes of verifying the participant's compliance with the conditions of his/her detention.
6. The participant shall agree to the use of electronic monitoring, which may include global positioning system (GPS) devices or other supervising devices, for the purpose of verifying his/her compliance with the rules and regulations of the program. The devices shall not be used to eavesdrop or record any conversation, except a conversation between the participant and the person supervising the participant, which is to be used solely for the purpose of voice identification.
7. The participant shall agree that the Correctional Administrator may, without further order of the court, immediately retake the person into custody to serve the balance of his/her sentence, or if released on electronic monitoring in lieu of bail, held on the amount of bail previously imposed by the Court, if the electronic monitoring or supervising devices are unable for any reason to properly perform their function at the designated place of confinement as stipulated, if the Correctional Administrator or his/her designee has reasonable cause to believe the participant is failing to comply with the terms and conditions of the program, or if the person willfully fails to pay fees as stipulated (when fees are applicable and the court has found that the participant has the ability to pay these fees), subsequent to a written notification of the participant that payment has not been received and that a return to custody may result, or if the person for any other reason no longer meets the established criteria for electronic monitoring under Sections 1203.016, 1203.017, or 1203.018 of the Penal Code.
8. A copy of the participant's written consent to the agreement, together with a copy of the list of rules and regulations and the terms and conditions of the program shall be delivered to the participant, and a copy retained by the Correctional Administrator.

Adopted 6/12/18

9. The Correctional Administrator, or his/her designee, shall have the sole discretionary authority to permit program participation as an alternative to confinement. A person shall be eligible for participation in the Electronic Monitoring/Home Confinement Program only if the Correctional Administrator concludes that the person meets the criteria established under Section 1203.016, 1203.017 or 1203.018 of the Penal Code.

**Kings County Probation Department
Electronic Monitoring Services (EMS) Unit**

Terms and Conditions of the Electronic Monitoring/Home Confinement Program

- _____ 1. I shall remain within the interior premises of my place of confinement during the hours designated by the Correctional Administrator, the Probation Officer (PO), or agent designated by the PO.
- _____ 2. I shall admit any person or agent designated by the Correctional Administrator into my place of confinement at any time for purposes of verifying my compliance with the conditions of my detention.
- _____ 3. I may not leave my place of confinement for **ANY REASON** without **PRIOR APPROVAL** of the Correctional Administrator or designee, except when directed by police, fire or medical personnel.
- _____ 4. I understand program personnel will contact me a minimum of once per week, at which time, they will obtain my schedule for the **ENTIRE FOLLOWING WEEK**. The only program changes which would possibly be approved during the same week are medical appointments and work schedule changes. To make your request, call **(559) 852-2992**. **DO NOT DIAL ANY OTHER EXTENSION OR PROBATION OFFICERS**. Leave a detailed message if you are unable to speak to program personnel. **YOU MAY NOT MAKE CHANGES TO YOUR SCHEDULE UNTIL YOU RECEIVE APPROVAL FROM PROGRAM PERSONNEL**.
- _____ 5. I agree to the use of continuous electronic monitoring, which may include a global positioning satellite system (GPS) device(s) or other supervision devices, for the purposes of verifying compliance with the Rules and Regulations of the Electronic Monitoring/Home Confinement Program. The devices shall not be used to eavesdrop or record any conversation, except a conversation between me and the person supervising me, which is to be used solely for the purposes of voice identification.
- _____ 6. I agree that the Correctional Administrator may, without further order of the Court, immediately retake me into custody to serve the balance of my sentence; or, if released in lieu of bail on the amount of bail previously set by the Court, if the electronic monitoring or supervising devices are unable for any reason to properly perform their function at the designated place of confinement, if I fail to remain within the place of confinement as stipulated in this agreement, if I fail to comply with the terms and conditions of the program, if I willfully fail to pay fees as agreed (when fees are applicable and the court has found that the participant has the ability to pay these fees), subsequent to a written notification of the participant that payment has not been received and that return to custody may result, or if I, for any other reason, no longer meet the established criteria for electronic monitoring under Section 1203.016, 1203.017, or 1203.018 of the Penal Code. A copy of this agreement shall be delivered to me and a copy retained by the Correctional Administrator.
- _____ 7. I may not tamper with or remove the continuous electronic monitoring device(s). Should it become damaged or inoperative, I must report it immediately to the Correctional Administrator or his/her designee. If deliberate damage occurs, I may be removed from the program, charges may be filed against me and restitution may be required.
- _____ 8. I must maintain reliable telephone or cellular phone service throughout the period of confinement, and must answer all calls from the Electronic Monitoring Services (EMS) Unit, and/or return any voice

messages immediately upon receiving them. In the case of GPS units, I must immediately call the EMS Unit anytime my device vibrates or makes a beeping sound. Additionally, with GPS units, I must keep my device charged as directed by program personnel.

- _____ 9. My designated place of confinement and all persons who reside there must meet the approval of the Correctional Administrator, or his/her designee, prior to admission to and during my participation in the Electronic Monitoring/Home Confinement Program.
- _____ 10. All residents must agree not to possess or use alcohol, intoxicants, illegal drugs, narcotics, or deadly or dangerous weapons in the designated place of confinement. No visitors, other than immediate family members, are allowed without prior approval of the Correctional Administrator or his/her designee.
- _____ 11. Pets must be confined to allow free access to my designated place of confinement by the Correctional Administrator or his/her designee.
- _____ 12. I must report directly to my place of employment upon release for work. Upon completion of my workday, I must report directly to my designated place of confinement. During work hours, I may not leave my worksite at any time, including mealtimes and breaks, without advance permission from the Correctional Administrator or his/her designee.
- _____ 13. I must obtain advance permission from the Correctional Administrator or his/her designee to change my work schedule in any way, including overtime work. Such arrangements must be made by my employer.
- _____ 14. I am not allowed to purchase, use, or have in my possession any dangerous weapon(s), i.e. firearms, martial arts weapons, explosives, alcohol, intoxicants, illegal drugs, narcotics, or narcotic paraphernalia at any time while on the Electronic Monitoring/Home Confinement Program.
- _____ 15. I must notify the Correctional Administrator or his/her designee of all prescribed medication while on the Electronic Monitoring/Home Confinement Program.
- _____ 16. I may not have contacts outside my designated place of confinement with any persons (family, friends, or others) without the permission of the Correctional Administrator or his/her designee. No telephone contacts are allowed with any other participant on this program or with current jail/prison inmates.
- _____ 17. I may not make any change in authorized transportation arrangements without advance permission from the Correctional Administrator or his/her designee.
- _____ 18. I must submit my person, property, residence (place of confinement) and vehicle to search and seizure without a warrant or probable cause at any time by any peace officer or designee designated by the Correctional Administrator to verify compliance with any and all applicable Rules and Regulations of the Electronic Monitoring/Home Confinement Program.
- _____ 19. I must submit to alcohol and/or narcotic testing whenever requested to do so by any peace officer or designee designated by the Correctional Administrator.
- _____ 20. I must attend counseling if and as directed by the Correctional Administrator or his/her designee.
- _____ 21. I must pay (when fees are applicable) for administrative/monitoring costs of the Electronic Monitoring/Home Confinement Program. However, I cannot be denied consideration for, or removed from, participation in the program because of inability to pay program fees. Should there be a disagreement regarding ability to pay, amount to be paid, or method/frequency of payment, an administrative review shall be held. If I and the Correctional Administrator, or his/her designee, are unable to come to an agreement at this review, the Correctional Administrator shall advise the appropriate Court that an agreement could not be reached. The Court shall then resolve the

disagreement by determining my ability to pay, the amount which is to be paid, and the method/frequency with which payment is to be made.

- _____ 22. I must obtain prior approval from the Correctional Administrator or his/her designee for medical appointments at least one week prior except for life-threatening medical emergencies. Proof of medical attention is required.
- _____ 23. I agree to notify the Correctional Administrator or his/her designee immediately of any change of employment status, as well as any address or phone change, prior to their occurring.
- _____ 24. I may not violate any law. I must report any contact with police, fire, or medical personnel to the Correctional Administrator immediately.
- _____ 25. I understand that as a participant of the program, the County of Kings is not responsible for my food, shelter, clothing, medical or dental care during the entire period I am on the program.
- _____ 26. I understand that any willful failure to return to my designated place of confinement at the time established by the Correctional Administrator or his/her designee, or any unauthorized departure is **punishable as an escape from confinement under Section 4532 of the Penal Code.**
- _____ 27. Time credits while on house arrest are subject to Section(s) 4019, 1203.016, 1203.017, & 1203.018 of the California Penal Code.
- _____ 28. Other conditions: _____

I, the undersigned, have read, fully understand and agree to comply with the Rules and Regulations, including the Terms and Conditions, of the Electronic Monitoring/Home Confinement Program, and hereby consent to participate in the program. I understand that failure to comply with any of the above Terms and Conditions may result in my return to jail custody or further court action. I have received a copy of the Rules and Regulations, including the Terms and Conditions of the program.

Electronic Monitoring/Home Confinement
Inmate – Signature

Correctional Administrator/ Designee
Signature

Print Name

Print Name

Date

Date

PROGRAM START DATE: _____

TENTATIVE RELEASE DATE: _____

Unless told otherwise by program personnel, on the above noted release date, you must disconnect the equipment installed in your residence (when applicable) and report to the Electronic Monitoring Services (EMS) Unit at 8:00 a.m. along with the equipment. Do not remove the device from your ankle; program personnel will remove the device upon return of the equipment.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM July 2, 2019

SUBMITTED BY: Human Services Agency – Sanja Bugay/Antoinette Gonzales

SUBJECT: FIRST AMENDMENT TO AGREEMENT WITH WEST HILLS COMMUNITY COLLEGE FOR CALWORKS TRAINING OF WELFARE TO WORK PARTICIPANTS

SUMMARY:

Overview:

The Human Services Agency (HSA) is requesting to amend the current agreement (Board Agreement No. #18-054) with West Hills Community College (WHC) to provide participants with individualized instructional support and preparation to participate in the General Equivalency Diploma (GED) examination from July 1, 2019 to June 30, 2021.

Recommendation:

Authorize the Chairman to sign the First Amendment to Agreement Number #18-054 for the provision of individualized instructional support and preparation to participate in General Equivalency Diploma examination for participants in the California Work Opportunity and Responsibility to Kids program for the extended period for Fiscal Years 2019-2020 and 2020-2021.

Fiscal Impact:

There is no impact to the County General Fund. The services requested through this amendment are funded from the County's California Work Opportunity and Responsibility to Kids (CalWORKs) Single Allocation. An additional \$364,367 have been allocated to extend the provision of individualized instructional support and preparation for CalWORKs participants to participate in the GED Program into Fiscal Years 2019-2020 and 2020-2021. The total contract budget amount will increase to \$514,367, of which \$150,000 have been expended for Fiscal Year 2018-2019. Additional administrative costs for the GED Program have been applied to the existing GED Program agreement between WHC and the HSA.

(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 WITH WEST HILLS COMMUNITY COLLEGE FOR CALWORKS TRAINING OF WELFARE TO WORK PARTICIPANTS

July 2, 2019

Page 2 of 2

BACKGROUND:

Many program participants struggle to obtain local employment that, when obtained, does not result in self-sufficiency for their families as the jobs are low-paying or lack benefits that the family needs to stay off public assistance. The individualized services identified by WHC and the HSA to be provided under this agreement are short term, and are designed to improve the participant's opportunity for employment through the provision of individualized instructional support and preparation to participate in the GED examination. In addition, this program serves as a bridge for CalWORKs participants to access additional services such as English as a Second Language, vocational training programs, and the attainment of an Associates Degree which will enhance a participant's likelihood of securing sustainable employment.

The agreement with WHC was approved on June 12, 2018 (Board Agreement # 18-054). As a performance benchmark for the combined Fiscal Years of 2018-2019, 2019-2020 and 2020-2021 the contractor must achieve a 19% GED completion rate. This benchmark was introduced into the contract in Fiscal Year 2018-2019 and the amendment will add Fiscal Years 2019-2020 and 2020-2021 to allow for the reasonable attainment of the 19% GED completion rate as GED completion may require more than 18 months of student participation. A baseline of the GED completion rate was identified to be at 13% based on data from Fiscal Years of 2016-2017, 2017-2018, and 2018-2019.

The First Amended Agreement will allow the Human Services Agency to provide participants with individualized instructional support and preparation to participate in the GED examination from July 1, 2019 to June 30, 2021.

The agreement has been reviewed and approved as to form by County Counsel. Purchasing approved as to form a Sole Source request.

**FIRST AMENDMENT TO AGREEMENT BETWEEN
COUNTY OF KINGS AND
WEST HILLS COMMUNITY COLLEGE DISTRICT**

This first amendment to that Agreement number 18-054 commencing on the 1st day of July, 2018, ("Amendment I") is entered into on this the 1st day of July, 2019, by and between the County of Kings, a political subdivision of the State of California (hereinafter, "County") and West Hills Community College District (hereinafter, "Contractor").

RECITALS

WHEREAS, the County and Contractor entered into Agreement number 18-054 commencing July 1, 2018, ("Agreement") for the provision of individualized instructional support and preparation to participate in the General Equivalency Diploma (GED) examination to participants who come to the attention of the County Welfare-to-Work (WTW) program; and

WHEREAS, as set forth in Section 6 of the Agreement, any mutually agreed upon changes, including any increase or decrease in the amount of Contractor's compensation, shall be effective when incorporated in signed, written amendments; and

WHEREAS, the Parties intend to modify the Agreement to reflect changes in Section 3, Section 4, Section 5, Exhibit A and Exhibit B.

NOW, THEREFORE, the Parties mutually agree as follows:

1. Section 3. Compensation shall be amended to read as follows:

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

All funds provided under this Agreement must be completely expended by June 30, 2019 for FY 2018/2019, June 30, 2020, for FY 2019/2020 and by June 30, 2021, for FY 2020/2021.

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

2. Section 4. Method of Payment shall be amended to read as follows:

Upon submission of an invoice by Contractor, and upon approval of County's representative, County shall pay Contractor in arrears up to the maximum amount provided for in Revised **Exhibit B**. Each invoice must include a description of services rendered, to whom, date of service and the charges according to the method set forth below.

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

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

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

In order to ensure that FY2020/2021 expenditures are claimed to the 2020/2021 CalWORKs Single Allocation, the billing for the month of June 2019 must be received by County by June 16, 2021.

Contractor shall estimate costs as necessary through June 30, 2019, June 30, 2020 and June 30, 2021. Final reconciliations of projected and actual costs due for the months of June 2019, June 2020 and June 2021 shall be submitted to County by July 31, 2019, July 31, 2020 and July 31, 2021, accompanied by a final invoice or check for overpayment, as is appropriate.

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

Final payments will be made upon receipt of the reconciled expenditure

and statistical reports for the periods ending June 30, 2019, June 30, 2020 and June 30, 2021. **Final billing for all costs of the agreement must be submitted annually before June 16, 2019, June 16, 2020 and June 16, 2021.** Final payments may be held until any necessary termination audit is completed.

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

Invoices and audits shall be submitted electronically to:

HSA.Contracts@co.kings.ca.us

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

3. Section 5. Time of Performance shall be amended to read as follows:

This Agreement shall remain in full force and effect from July 1, 2018, to June 30, 2021.

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

4. Section 18. Single Audit Act shall be amended to read as follows:

Contractor, as a vendor of State and Federal financial assistance, agrees to conduct an annual audit in accordance with the requirements of the Single Audit Act of 1984. Such audits shall be delivered to the County's Auditor-Controller and HSA for review no later than December 31, 2018, December 31, 2019 and December 31, 2020.

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

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

5. Exhibit A shall be replaced with Revised Exhibit A attached hereto and incorporated herein as though fully set forth. Any reference throughout the Agreement or its Exhibits to "Exhibit A" shall be replaced with "Revised Exhibit A".
6. Exhibit B shall be replaced with Revised Exhibit B attached hereto and incorporated herein as though fully set forth. Any reference throughout the Agreement or its Exhibits to "Exhibit B" shall be replaced with "Revised Exhibit B".
7. The recitals and exhibits are an integral part of this Amendment and are incorporated herein.
8. All other terms and conditions of the Agreement shall remain in full force and effect.

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

REVIEWED AND RECOMMENDED FOR APPROVAL:

COUNTY OF KINGS

Sanja K. Bugay, Director
Kings County Human Service Agency

Joe Neves, Chairman
Kings County Board of Supervisors

CONTRACTOR

ATTEST


Stuart Van Horn, Chancellor
West Hills Community College District

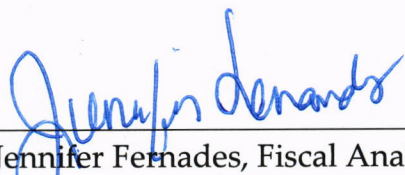
Catherine Venturella
Clerk to the Board of Supervisor

APPROVED AS LEGAL FORM:

David A. Prentice, Interim County Counsel

APPROVED AS TO ACCOUNTING FORM:


Juliana F. Gmur, Assistant County Counsel


Jennifer Fernandes, Fiscal Analyst
Kings County Human Services Agency

Exhibits/Attachments:

Exhibit A: Revised Scope of Work

Exhibit B: Revised Operating Budget

REVISED EXHIBIT A

Scope of Work

Section A - STATEMENT OF PURPOSE:

Contractor will provide customized educational services to be used in training CalWORKs recipients sponsored by HSA.

Section B - DELIVERABLES FOR THE GOODS AND SERVICES:

CONTRACTOR RESPONSIBILITIES:

Training Programs:

Contractor will, in consultation with and approval by HSA, provide training programs and classes for CalWORKs recipients referred to Contractor by HSA with intent of preparing its participants for self sufficiency through education that will lead to employment.

If class is offered for credit, participants in the class will earn academic credit in accordance with Contractor policy regarding eligibility, attendance, course work, examinations, and the like.

Educational services will be conducted in accordance with the California Education Code and other related laws and regulations.

Reporting Requirements:

Contractor will provide briefings and reports to the ETS Managers who are designated by HSA as set forth in Section C.

Education and Training Components:

Contractor has been briefed by the County on, and understands the regulatory limitations for, CalWORKs education and training components and will design its education and training components with these limitations in mind.

Workplace Education & Preparation for Employment Open-Entry Lab:

Student support services will be provided the categorical program counselors and advisors at the college. Individualized Learning Plans will be developed by the GED lead instructor in coordination with student services staff to ensure effective orientation to program, support during the program, and coordinated exit from the program to college or the workforce. One-on-One tutoring will be provided by the instructor and will be incorporated into normal lab time.

The Academic Center for Excellence (ACE) North (Open-Entry Lab) is available for individualized instruction, supervised study and support, English as a Second Language (ESL) development, and GED preparation through Aztec/Pearson/Learning Express GED preparation remediation and testing. Preparation activities are available 28 hours/week during the Fall and Spring terms and 20 hours week during the Summer term.

Summer Hours

GED Prep/CalWORKs Lab

July 9th 2018 – July 26th 2018

June 10th 2019 – June 25th 2019

June 8th 2020 – July 23th 2020

June 7th 2021 – June 30th 2021

Monday 9:00am-2:00pm

Tuesday 9:00am-2:00pm

Wednesday 9:00am-2:00pm

Thursday 9:00am-2:00pm

2018 Fall and 2019 Spring Hours

2019 Fall and 2020 Spring Hours

2020 Fall and 2021 Spring Hours

GED Pre/CalWORKs Lab

Dates Align with 18 Week Semester

Monday 9:00am-3:00pm

Tuesday 9:00am-3:00pm

Wednesday 9:00am-3:00pm

Thursday 9:00am-3:00pm

Friday 9:00am-1:00pm

Occupational Careers Training Programs:

Targeted Trainings or Information may include:

In addition to assistance with classes and preparation to take the GED, students will be informed of classes such as Career Planning and occupations that are available through Contractor. Some of those careers and programs include the following: Allied Health, Business, Culinary, Child Development, Computer Information Systems, Human Services, and/or other Career Technical Education or academic fields that lead to certificates, degrees, job skill training that lead to employment. College classes can be paid by the BOGG Grant and Federal Financial Aid.

Contract Performance Benchmarks:

As part of the overall evaluation on the performance of this contract, the following benchmarks will be tracked monthly and evaluated on an annual basis:

- a. All CalWORKs participants referred to the GED program will begin their first day of class within 7 days.
- b. Increase the percentage of students who complete testing components and achieve a passing score to 72%.
- c. Increase the percentage of students who are successfully completing their GED program to 19% for the combined contract term, July 1, 2018 – June 30, 2021.

COUNTY RESPONSIBILITIES:

Information:

HSA shall provide Contractor with all information and documentation as required and specified in this Exhibit.

Supervision:

HSA will maintain programmatic operational and lead administrative responsibility over the CalWORKs Program and to keep Federal and State officials informed of progress.

Referral:

HSA will refer to Contractor ETS clients who are in need of their GED, high school equivalency and/or express interest in educational and training activities that are provided under the programs set forth above.

Case Management Services:

HSA shall provide designated case management as required by CalWORKs regulations.

JOINT RESPONSIBILITIES:

Contact:

Each party to this Agreement shall designate a contact person whose primary responsibility is the liaison of activities to carry out this Agreement.

Case Conference:

On individual cases, HSA and Contractor will conduct joint meetings on at least a quarterly basis, upon the request of either or both parties. These meetings are for the purpose of reporting problems and developing plans for joint resolutions to ensure the successful completion of the CalWORKs activity by the participant.

Services For CalWORKs Only:

Contractor understands and agrees that no reimbursement provided for under this Agreement shall be made for students who are not eligible to participate in the CalWORKs Program.

Section C – ADMINISTRATION**Student Data Report:**

Contractor shall collect the following participant data by fiscal year and make available to the HSA on a monthly basis by the 10th day following the close of the month:

- a. Participant First and Last Name
- b. Participant Enrollment Dates
- c. Cumulative Time of Attendance by Hours and Minutes
- d. Test Component Attempts, Test Dates and Scores
- e. Individual Student Program Status:
 - i. Completed GED
 - ii. Non-Compliant
 - iii. Dropped Due to Employment
 - iv. No Attempts
 - v. Dropped
- f. Program Completion Date
- g. If Enrolled, Name of Concurrent Vocational or Academic Program
- h. Access to other student support services

Student Attendance:

Contractor shall provide the following participant attendance information to the HSA on a weekly basis by the 3rd business day following the close of each week:

- a. Weekly Start and End Dates
- b. Participant First and Last Name
- c. Dates Attended by the Participant
- d. Daily and Cumulative Time of Attendance by Hours and Minutes

HSA encourages open communication by either phone or email to address any performance or attendance issues that require immediate attention as opposed to waiting for the weekly attendance report.

Reports/Briefings:

HSA and Contractor will meet on a bi-monthly basis beginning August 2018 to review the status of all planned tasks and activities, including findings, problems, recommendations and planned program changes.

Annual Report:

Contractor shall be prepared to make one oral presentation on the project for County Management Staff on July 31, 2019, July 31, 2020, and July 31, 2021 summarizing final results at the end of the Agreement term. The presentation will include a review of the cumulative data collected from the monthly Student Data Reports to include: individual participant progress, the number of referred participants, the number of participants who successfully completed their educational goals, barriers to successful completion of educational goals, and individuals who have been dropped from the program.

REVISED EXHIBIT B
Operating Budget

Budget Line	Classification	Budget	Rationale
Fiscal Year 2018/2019	Instructional Salaries	\$78,515.00	Full-Time GED Instructor Salary
	Classified Salaries	\$16,031.00	19 hr/week par-time lab assistant
	Benefits	\$35,603.00	FT Instructor and PT lab assistant
	Supplies & Materials	\$171.00	
	Operating Expenses:	\$7,000.00	AzTech /Pearson Career Pillar
	Graduation	\$500.00	Graduation
Jul-18	Instructional Salaries	\$4,200.00	
	Benefits	\$1,890.00	
Jun-19	Instructional Salaries	\$4,200.00	
	Benefits	\$1,890.00	
Total		\$150,000.00	
Fiscal Year 2019/2020	Lab Instructor	\$126,608.00	Lab Instructor / Benefits Included
	Supplemental Instructors	\$27,169.00	Suppl. Instructors 8hrs wkly / Benefits Included
	Program Assistant	\$18,057.00	Program Assistant 19hrs wkly / Benefits Included
	Operating Expenses	\$7,000.00	Aztec Software
	Graduation	\$500.00	
Total		\$179,334.00	
Fiscal Year 2020/2021	Lab Instructor	\$130,774.00	Lab Instructor / Benefits Included
	Supplemental Instructors	\$27,169.00	Suppl. Instructors 8hrs wkly / Benefits Included
	Program Assistant	\$19,590.00	Program Assistant 19hrs wkly / Benefits Included
	Operating Expenses	\$7,000.00	Aztec Software
	Graduation	\$500.00	
Total		\$185,033.00	
Total Operating Budget		\$514,367.00	
Combined Budget for FY2019/2020 - FY 2020/2021		\$364,367.00	

CalWORKs Single Allocation funding will be utilized to pay for services under this Agreement.

The cost methodology for services under this Agreement will be based on the cost reimbursement model.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM July 2, 2019

SUBMITTED BY: Community Development Agency – Greg Gatzka
Administration- Rebecca Campbell/ Kyria Martinez

SUBJECT: CENSUS 2020 OUTREACH STRATEGIC PLAN
SUMMARY:

Overview:

On January 22, 2019, your Board entered into the California Complete Count 2020 Census Outreach Opt-In Agreement. A requirement of this agreement is that the County prepare a 2020 Census Outreach Strategic Plan for the State's consideration. The County's Strategic Plan outlines the County's outreach strategy and resources deployed to reach hard to count community areas. The plan is due to the State by July 12, 2019.

Recommendation:

Accept the Kings County 2020 Census Outreach Strategic Plan and direct staff to submit the plan to the State.

Fiscal Impact:

The Strategic Plan submittal is a requirement of the California Complete Count Opt-In Agreement the County entered into to receive State funding. Acceptance of this plan by the State allows the County to receive 35% (\$42,369) of County's total eligible funding of \$121,055. This State funding supports County program administration costs, and the professional services agreement with Proteus Inc. for direct census outreach services. There is no impact to the General Fund. The budget for this project is included in the Fiscal Year 2019-2020 Proposed Budget Unit 270000, Budget Account- 81720005.

BACKGROUND:

The California Complete Count Census 2020 effort is a statewide outreach and awareness campaign designed to ensure an accurate and complete count of all Californians in the upcoming 2020 United States Census. Just

(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

CENSUS 2020 OUTREACH STRATEGIC PLAN

July 2, 2019

Page 2 of 2

based on the funding component, a census that undercounts Californians could cost the state billions of dollars. It is estimated that for every Californian missed during the Census 2020 count, the State is expected to lose approximately \$1,950 per person, per year, for 10 years, in federal program funding.

On January 22, 2019, your Board “Opted-in” to receive \$121,055 from the State of California for carrying out 2020 Census outreach campaigns in Kings County, which is aimed at the hardest to count populations and least likely to respond communities. Due to limited County staffing resources, the County contracted with Proteus Inc. to perform direct community engagement and outreach by bringing trusted messengers into communities throughout the County. The professional services contract with Proteus Inc. for 2020 Census Outreach services was entered into on April 23, 2019.

The Kings County 2020 Census Outreach Strategic Plan is the primary planning document required by the State to remain eligible for State funding. The Plan is required to address the County’s outreach program organizational structure, methodology for identifying hard to reach populations, and the outreach strategy details to engage residents. State funding is being provided to facilitate local grassroots approaches to reaching the least likely to respond groups, and done in a manner that establishes collaborations and partnerships to leverage resources to ultimately achieve the highest self- response rate on the census 2020 questionnaire. The goal is to avoid duplication, identify outreach gaps and fill them accordingly. The Kings County Community Development Agency with the help of various other County agencies and stakeholders have contributed to the information contained in this Strategic Plan. The Strategic Plan due date for submittal to the State is July 12, 2019.

The strategic plan is in draft form and staff will continue to work on finalizing the plan and submit by July 12, 2019.



2019-2020

Kings County 2020 Census Outreach Strategic Plan



County Of Kings

July 28, 2019

Kings County 2020 Census Outreach Strategic Plan Index:

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Kings County 2020 Census Outreach Program

1. SUMMARY OVERVIEW

Kings County recognizes the value and importance of decennial U.S. Census participation, and its direct relation to County demographics, population growth trends, economy, and relevance to Congressional representation and resource allocations. As the 2020 Census approaches, Kings County has established a Kings County 2020 Census Outreach Program aimed at enhancing local resident participation in the upcoming 2020 Census, as well as applying focused resources toward the County's hardest to reach populations and align with the California Complete Count priorities.

Kings County is a rural agricultural County situated in the agriculturally rich San Joaquin Valley. The County has four incorporated cities (Avenal, Corcoran, Hanford, and Lemoore) and four unincorporated district served communities (Armona, Home Garden, Kettleman City, and Stratford). However, unlike larger more metropolitan centered Counties in the San Joaquin Valley, Kings County has considerably smaller governmental staff and resources. Therefore, the strategy approach to the 2020 Census Outreach is sized and organized in a manner that best suits available Kings County resources and capabilities. With limited staff resources available for Census outreach, the County has devoted key management staff from three departments to serve as an Executive Committee and who are experienced in program management, community engagement and multi-agency coordination.

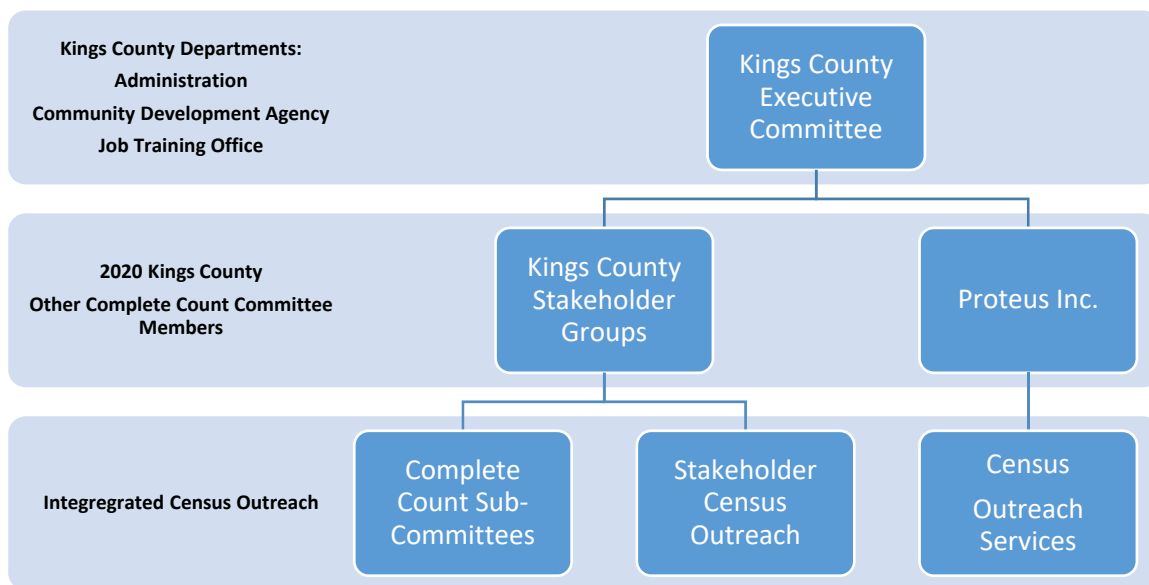
The Kings County Executive Committee is tasked with planning and managing the 2020 Census Outreach program efforts. The County's first ever Kings County Complete Count Committee was also established to increase countywide coordination and leverage of external resources and opportunities. Then, utilizing State funding through the California Complete Count - 2020 Census Outreach Opt-In Agreement, the County will be utilizing approximately \$108,000 towards the hiring of a locally trusted and already engaged community based organization to perform local grassroots Census Outreach efforts aimed at the hardest to reach populations and community areas. This approach provides key people in the community who can serve as "ambassadors of good will" and who will not be perceived as government officials, and they will be more likely to gain trust in the communities and foster better understanding of the Census.

It is the intent of this program to form a diverse and relevant stakeholder group of participants to expand and extend positive educational Census outreach activities beyond the County's resources that ultimately support and leverage other group events and opportunities. The County's resources will be primarily focused on reaching the hardest to count populations, and at the same time foster greater collaboration with various engaged stakeholder groups that will ultimately furthering the overall success of the Countywide Census outreach and resident participation.

2. KINGS COUNTY CENSUS OUTREACH ORGANIZATION

Kings County, in developing a strategy to carry out a local grassroots 2020 Census outreach effort, first looked internally to relevant and experienced department management personnel. Three departments were selected to lead the program effort due to their key resources and expertise in community activities and serve as the Kings County Executive Committee (KCEC). The KCEC then established the County's first ever Kings County Complete Count Committee (KCCCC), which is made up of various stakeholder agencies and community groups. Sub-Committees of the KCCCC were then formed for specific grouping of similar communities of interest. Lastly, the County without any suitable County personnel for direct outreach involvement, contracted with Proteus Inc. who brings value added personnel and other resources for mobilization of Census outreach into key hard to count community areas.

a. Kings County Census Outreach Organization Structure



b. King County Executive Committee & Resources

The role and responsibility of the Kings County Executive Committee (KCEC) is to provide the County's overall program management over the Kings County 2020 Census Outreach Program. The following County management personnel serve as the KCEC and devote additional department resources for the program:

Kings County Administration

Kyria Martinez, Administrative Analyst

Ms. Martinez provides budgeting and account management expertise to ensure all accounting, reporting, and agreement responsibilities are in compliance. Her

expertise in formulating and organizing committees is being utilized to establish and support the Kings County Complete Count Committee.

Kings County Community Development Agency

Greg Gatzka, Director

Mr. Gatzka provides expertise in community planning and stakeholder involvement, as well as developing long range land use and community based plans. His expertise in contract performance management as well as in-depth County GIS experience will be relied upon to manage contracted outreach services and foster collaboration in integrating County GIS data with the State's.

Kings County Job Training Office

Lance Lippincott, Director

Mr. Lippincott provides expertise in providing employment training and linking employment centers with local eligible candidates. His experience on the Economic Development side also lends itself to facilitating strategic deployment of Census resources and linkages to the local client base.

Together, these three individuals serve as the KCEC to carry out and administer the California Complete Count Opt In Agreement requirements. These duties include preparing plans, reports and coordination with State and Federal representatives involved with Census outreach efforts. They serve as the County's primary point of contact for direct coordination with the California Complete Count Regional Program Manager and U.S. Census representatives. The KCEC is also tasked with establishing and supporting the Kings County Complete Count Committee and formulating Sub-Committees for greater in community engagement effectiveness. Due to the County's limited staffing resources to carry out Census outreach, the County Board of Supervisors authorized the hiring of contracted census outreach services to carry out specific outreach efforts throughout the County. Contract administration for this service is also administered by the KCEC.

Additional County Resources

Geospatial Data and Support

The Kings County Community Development Agency (CDA) is uniquely situated to provide direct Geographic Information System (GIS) support for the County's outreach efforts. The Agency Director has over 20 years experience providing leadership and development of the County GIS and creation of hundreds of GIS data layers and applications. The County's only GIS Specialist position is also housed in (CDA) and will provide the technical and service support for County Census outreach efforts. The Agency Director is also the County's designated point person with an established Statewide Outreach and Rapid Deployment

mapping portal (SwORD) account and will serve as the State's Primary designee for interfacing County and State Geographic Information System data. GIS data is already being used locally to identify least likely to respond areas, and it is the County's intent to provide useful GIS data information back to the SwORD for the State's beneficial use.

The Job Training Office (JTO) is situated to provide employment linkages between eligible local employment candidates and employment opportunities with the U.S. Census Bureau. Communication and coordination is already established between the Census representatives and the JTO Director. In addition, coordination is already taking place to locate a Census Kiosk in the County's Job Center Office and explore additional location opportunities for other Census Kiosks.

c. Kings County Complete Count Committee

In early January of 2019 Counties were notified of funding for census outreach. At that time the County was encouraged to create a Complete Count committee, similar to the State of California's Complete Count Committee.

In early February the Kings County Administrative Officer sent a letter to all Cities, Community Services Districts, and Tribal Groups encouraging them to join a kick off meeting to establish the Kings County Executive Committee. The meeting was held on February 14, 2019 at the Kings County Board of Supervisors Chambers. The meeting was well attended with all cities in the County attending (City of Avenal, City of Corcoran, City of Lemoore, City of Hanford). The cities were informed of the plan to establish a Kings County Executive Committee for the Kings County Complete Count Committee and the overall goal of creating a local "census ambassador" group for Kings County. The group was also told this was a volunteer efforts and participation was not mandatory but encouraged.

Initial collaboration between Kings County Administration, the Community Development Agency, and the Job Training Office was brought together to explore the planning and resource needs to carry out this effort. It is envisioned that these three departments will lead the County's management oversight of the program and look to establish a Kings County 2020 Census Outreach Committee and possible sub-committee made up of other governmental agency stakeholders.

The KCEC reached out to other agencies, community based organizations, and community groups within Kings County to formulate the County's first ever Kings County Complete Count Committee (KCCCC) meeting. The KCCCC was formed to bring together representatives from various agencies and groups that all have an interest in Census participation and/or who might be positioned to connect or link the County's Census outreach efforts to various community groups throughout the County such as Cities, Schools, and other community based organizations. In addition, it is envisioned that the KCCCC will serve as an advisor to the KCEC in

identifying hard to reach communities, community engagement opportunities, and strategic deployment of County resources for census outreach. This serves to more effectively coordinate outreach activities, leverage other stakeholder resources, and minimize duplication of effort. KCCCC meetings are anticipated to occur once a month to provide updates to the committee, receive feedback on outreach success and progress, and provide a centralized group for efficient communication and coordination with State and Federal Census representatives.

On May 23, 2019, the KCCCC appointed Greg Gatzka (Kings County Community Development Agency Director) as the Committee Chair, and Kyria Martinez (Administrative Analyst with Kings County Administration) as Vice Chair to run committee meetings. The KCCCC is being further organized into sub-committees to facilitate greater focused discussion in key community areas. These sub-committee groups will also provide greater connection to other key resources, events and activities that may further the County's overall Census outreach efforts.

At the KCCCC meetings, members will be debriefed on the County's contracted outreach efforts, and receive sub-committee feedback. This will serve as direct coordination with other agencies and community stakeholder groups to increase 2020 Census Outreach effectiveness and reduce duplication. Member input will also serve to help guide County deployment of outreach resources to into key locations.

Kings County Complete Count Committee Make Up:

Kings County Departments

- Administration
- Community Development Agency
- Job Training Office
- Human Services Agency
- Health
- Behavioral Health
- Library

City Agencies

- Avenal
- Corcoran
- Hanford
- Lemoore

Community Districts

- Armona
- Home Garden
- Kettleman City
- Stratford

Kings/Tulare Homeless Alliance
Hanford Elementary School District
Lemoore Union Elementary School District
First 5
Kings Community Action Organization
Kings United Way
Senator Melissa Hurtado's Office
Congressman TJ Cox's Office
Kings Partnership for Prevention

Kings County Complete Count Committee Sub-Committees:

- Veterans/Homeless Population:
 - Codi Hickie – Public Guardian/Veterans Services Office
 - David Manville – Kings/Tulare Homeless Alliance
 - Natalie Rencher – Kings County Library
- Education Population:
 - Cathy Marroquin – King County Office of Education
 - Cruz Chavez – Hanford Elementary School District
 - Araceli Hernandez – Lemoore Union Elementary School District
- Health Population:
 - Scott Waite – First 5
 - Rosa Nieves – Kings County Human Services Agency
 - Jeff Garner – KCAO
 - Alexis Terrell – Kings United Way
- Local Government Population:
 - Kevin Tromborg – City of Corcoran Community Development
 - Alicia Jacobo – Senator Melissa Hertado's Office
 - Representative – Congressman TJ Cox's Office
- Bridging the Gaps
 - Julie LeFils – Kings Partnership for Prevention

d. County Contracted Outreach Services

Kings County has contracted with Proteus Inc. to serve as the County's primary resource for carrying out the County's Census outreach into key community areas. Proteus Inc. is a local non-profit 501(c)(3) community based organization that operates community, employment, and training programs. They are comprised of six divisions with Education, Farmworker, Youth, Adult, Energy, and Foster Family

Agency services. Proteus Inc. has a long track record of trusted local community services and support to Kings County residents. Many of their clients already face language barriers, limited access to resources and internet, and often lack sufficient transportation to seek basic resources. Their positive reputation in the community and with hard to reach populations makes them uniquely positioned to serve as a 2020 Census outreach “good will ambassador” to County residents. Their employment resource bus will be the primary resource deployed into the communities and is being re-outfitted with a new community service promotional skin, upgraded internet accessible computers, and bilingual service staff. The bus is equipped with 11 computer stations, and will be supported by Proteus staff to provide community members with direct internet computer access to Census questionnaire and online resources. Proteus staff are also working on Census outreach materials and use of social media and traditional media outlets to help get the positive 2020 Census participation message out.

Proteus Inc. staff and resources being devoted to support the County’s outreach include the following:

1. Randi Espinoza, Program Development II who will handle Proteus resource planning and deployment management and serve as primary point of contact with the Kings County Executive Committee.
2. Lupe [REDACTED], Program Assistant who will provide coordination of all Proteus census outreach activities and will work closely with the mobile unit driver and partner agencies. Will also work directly with the Proteus marketing department to create flyers, posters, public service announcements and social media announcements.
3. Anna [REDACTED], Mobile Unit Driver/Customer Service Representative will deliver and deploy the Proteus Employment Center bus into community areas.
4. Proteus Mobile Employment Center Bus will be utilized to deploy census information in key community areas and be outfitted with 11 internet accessible computer workstations. This mobile center will provide a unique and essential resource for hard to count residents and serve to directly connect individuals with Census information and online resources.

Proteus Inc. Employment Center Bus before retrofit.



PROTEUS INC.

**MOBILE INTERNET WORKSTATION
BUS**

EQUIPPED WITH 11 INTERNET
CONNECTED COMPUTER STATIONS

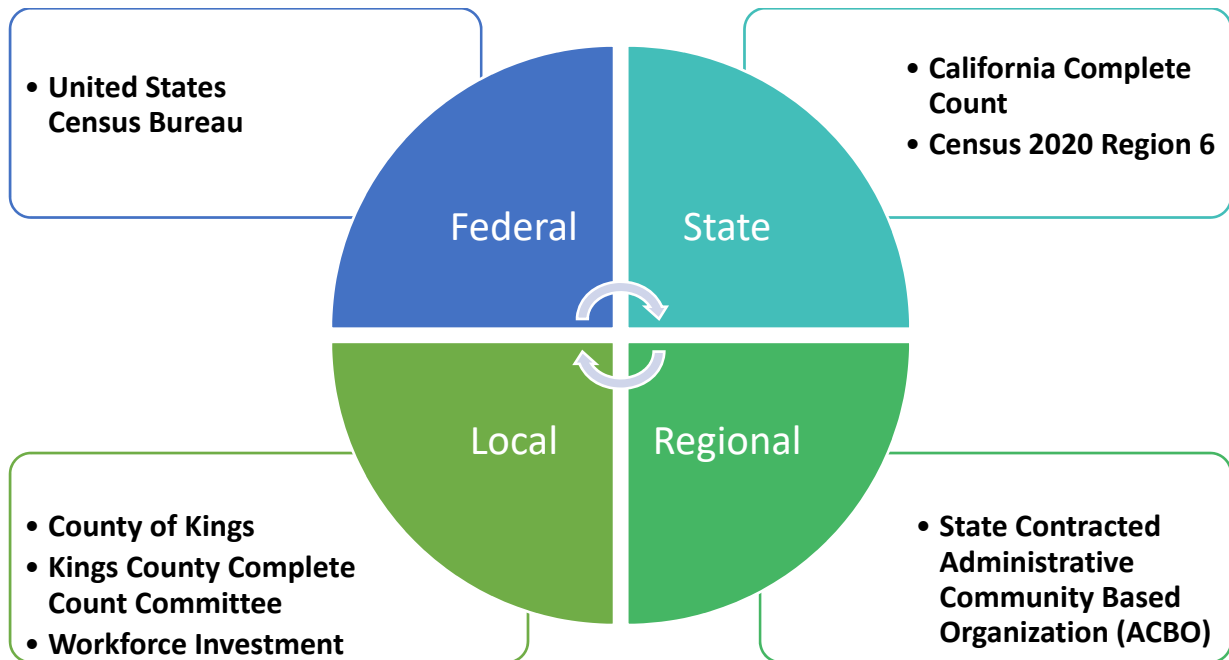
NEW MARKETING SKIN IS BELOW



e. Census Agency Partnerships

The 2020 Census count is the latest decennial survey of people and the economy nationwide and organized by the United State Census Bureau at the Federal level. In addition, the State of California has established a California Complete Count program for more focused 2020 Census outreach aimed at increasing the participation of hardest to count populations and communities. The State is also funding regional Administrative Community Based Organizations to further regional outreach efforts. In addition, State funding is being provided to Cities and Counties to implement grassroots 2020 Census outreach efforts that is more specifically focused on local areas of hard to count populations. To assist local governments, the State has established Regions staffed with State Regional Program Managers to assist and support local governments who enter into Opt-In Agreements with the State to carry out 2020 Census outreach aligned with State priorities. The U.S. Census Bureau has also made available Regional Partnership Specialists to assist in local formation of complete count committees and related activities. The diagram below shows inter-agency connection:

Census Inter-Agency Coordination



Kings County’s 2020 Census Outreach contacts are:

California Complete Count

Mai Thou, Regional Program Manager – Region 6

Dr. Cindy Quezada, ACBO Region 6

US Census Bureau – Los Angeles Regional Census Bureau

Benita Duran, Partnership Specialist

3. IDENTIFYING HARD TO REACH POPULATIONS AND AREAS

Kings County’s 2020 Census outreach activities will be focused on identifying hard to count populations and communities within the County. The Kings County Community Development Agency (CDA) will be relied upon to utilize their Geographic Information System (GIS) resources and interconnect data with the Statewide Outreach and Rapid Deployment mapping portal (SwORD). The methodology will rely upon initial discovery using the available hard to count census data, refined location identification with the County’s Point Address System, and Local Ground-truthing with KCCCC feedback.

a. Initial Discovery

Initial discovery and identification of “At Risk” hard to count areas has already begun by using the State’s Hard-to-County (CA-HTC) Index mapping data that is based on multiple demographic, housing, and socioeconomic variables correlated with areas that are difficult to enumerate. CA-HTC data is being integrated into the Kings County GIS system to identify “At Risk” Census Tract and Block Group areas. This mapping data is accessible to the public at <https://census.ca.gov/HTC-map/>. The U.S. Census also provides a publicly accessible mapper for identifying low response areas with their Response Outreach Area Mapper (ROAM) at <https://www.census.gov/roam>.

Census Tracts and Block Groups with higher CA-HTC indexes are likely to be places that will pose greater challenges to Census participation, while tracts with lower indexes are assumed to be easier to count. Initial review of the CA-HTC Block Group data resulted in the following community areas with Block Group population being identified as having High Index ratings and are considered “At Risk” of undercount:

CITY AREAS

Avenal (9,222)

Corcoran (14,989)

Hanford – (24,758) central & south portions

Lemoore – (5,003) northeast portion

COMMUNITY AREAS

Armona (3,581)

Home Garden (2,938)

Kettleman City (1,788)

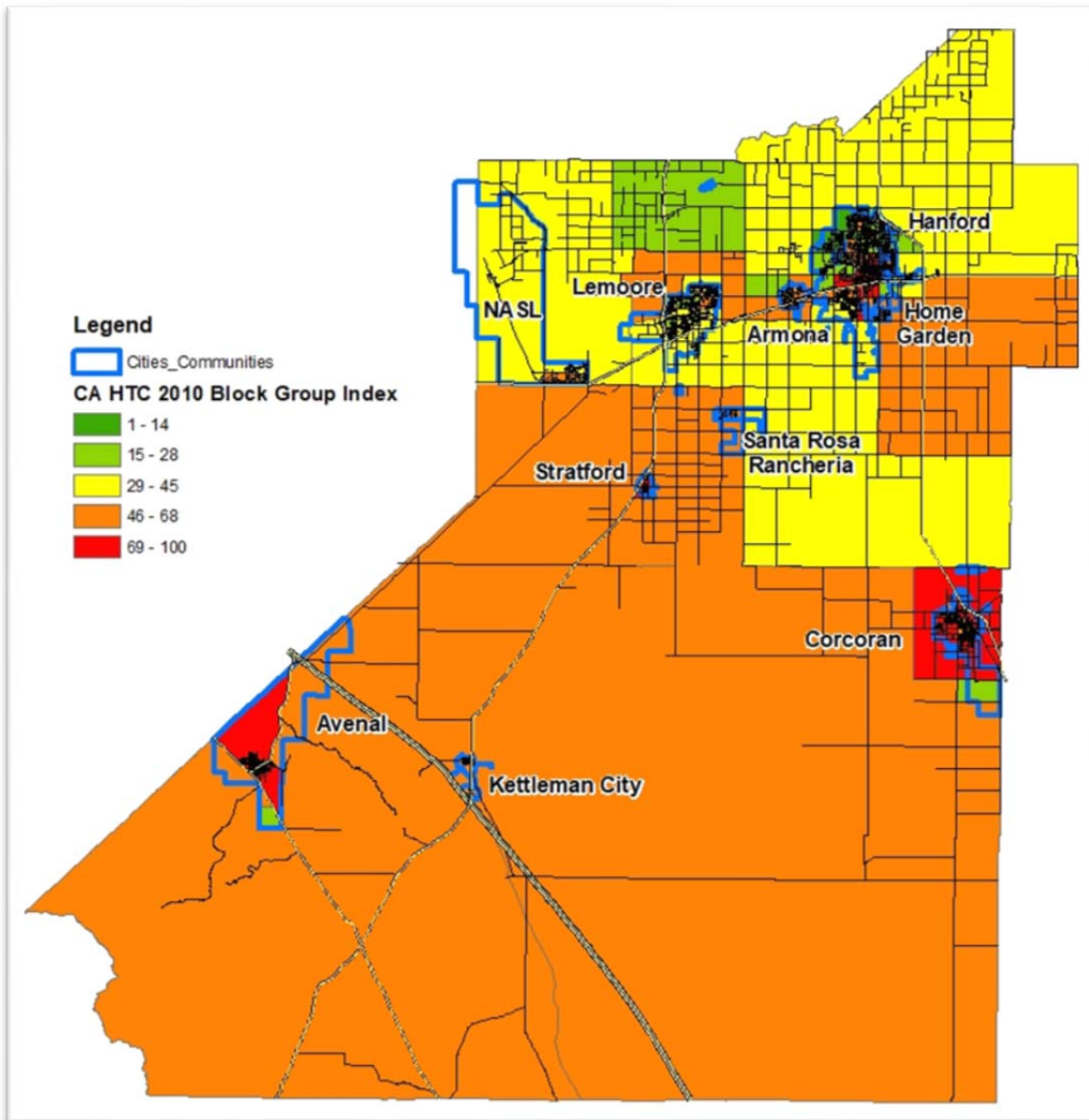
Stratford (966)

** Population Estimates were calculated using CA-HTC Block Group data.*

According to U.S. Census ROAM mapping data, Kings County is identified as have approximately 31,715 “At-Risk” Population, of which 25,171 are “At-Risk” Latino Population.

California Hard-to-Count Index Map of Kings County

The heat map below shows Census Block Groups with the highest California HTC Index rating.



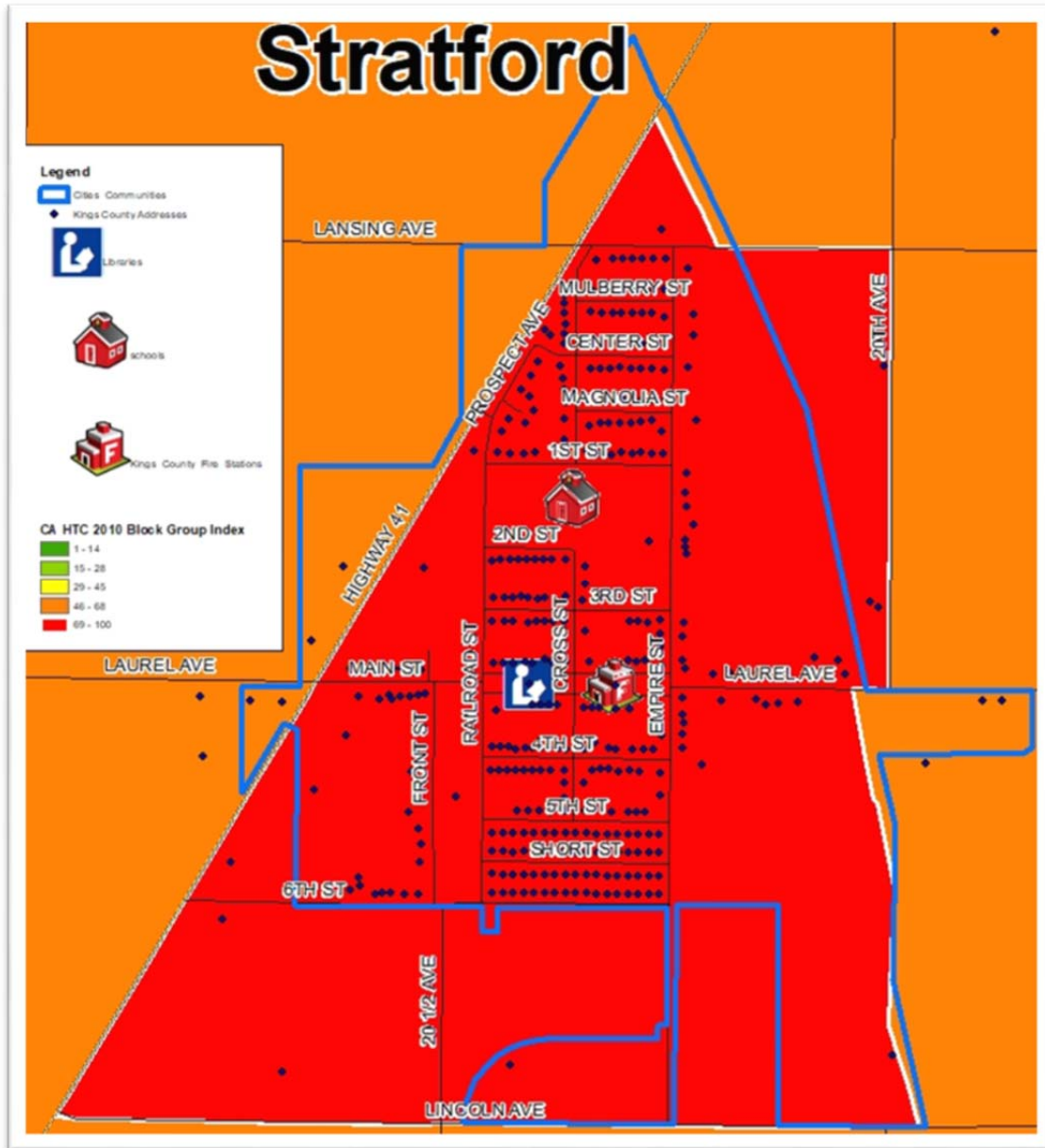
b. Refined Location Identification

Census data with the CA-HTC Block Groups identifies community areas within Kings County that are at risk of being hard to count. Refinement of these mapping areas is

necessary to drill down into the areas to locate concentrated population areas so that the County's limited outreach resources can be more strategically deployed.

The County's locally detailed GIS data will be integrated with CA-HTC Block Group data to provide greater location analysis of harder to count populations. The County's GIS data will provide community boundaries, streets, extensive point address system, and other key community gathering locations such as libraries, schools, and fire stations. The refined location maps for At Risk community areas will then be provided to the County's contracted outreach service provided to maximize resource deployment in areas that might provide the greatest response from hard to reach populations.

The example below shows the unincorporated community of Stratford (Census Tract 16.01 with Block Group 3 and rated as having an HTC Index of 76/100.



c. Local Ground-Truthing

As learning lessons occur throughout the Initial Outreach efforts, the Kings County Complete Count and County’s contracted outreach service provider Proteus Inc. will be instrumental in providing feedback to the Kings County Executive Committee on the effectiveness of outreach efforts. This communication will provide guidance that is directly derived from local knowledge and awareness of activities connecting with hard to count populations. The results and learning lessons derived from community engagement activities and events will lend essential feedback of unanticipated opportunities and events that have the potential to provide greater return on investment of outreach resources. Adjustment of resources and activities will be

documented to provide reporting to the California Complete Count on the adaptation of outreach efforts and lessons learned.

4. OUTREACH PLAN STRATEGY

The Kings County 2020 Census Outreach Plan relies primarily upon the use of Proteus Inc. as the County's contracted outreach service provider. In partnering with Proteus Inc. the County aims to utilize a trusted messenger in the community to provide direct local grassroots engagement in reaching the least likely to respond populations. In carrying out the outreach activities, strategies are aligned with three specific timelines to maximize the highest self response rate from hard to count residents. The priorities of the County's outreach aimed at hard to count populations are to:

- 1. *Establish community trust and serve as a community support service.***
- 2. *Center outreach activities at community gathering places.***
- 3. *Provide meaningful, relevant and understandable 2020 Census information.***
- 4. *Link residents to Census participation resources to overcome barriers to participation.***

a. Three Phase Approach

The Outreach message and information will be carried out in a three phase approach based upon the timing of the U.S. Census Questionnaire release. The information and message for community engagement will focus upon providing relevant 2020 Census information to residents that aligns with the relevance of the Census Questionnaire release and response. Outreach activities will be focused on utilizing community gathering places such as County Libraries, Schools and Fire Stations. These community centers will also be the focus of exploring the establishment of 2020 Census questionnaire assistance centers and/or kiosks. Outreach efforts will be carried out according to the following three phases:

Phase 1: Initial Outreach (April – December 2019)

The message and information provided will center on educating and informing the various HTC communities on early education and information on the upcoming Census Questionnaire and related activities. In this First Phase, outreach efforts will be aimed at:

- Community engagement relationship building and establishing trust.
- Deploying Proteus mobile bus unit to prioritized community areas to promote Census 2020 participation.
- Informing residents of 2020 Census importance and timing.
- Promotion of Census resources available and community access.
- Promotion of upcoming Census participation events.

Phase 2: Main Outreach (January – May 2020)

The message and information provided will continue to center on educating and informing the various HTC communities on the Census Questionnaire, but focus more directly on connecting residents with questionnaire response resources. In this Second Phase, outreach efforts will be aimed at:

- Providing Census information to residents.
- Connecting community residents with Questionnaire response resource centers.
- Deploying Proteus mobile bus unit with internet accessible workstations in prioritized community areas.

Phase 3: Non-Response Follow UP (May - August 2020)

The message and information provided will continue to provide community resident education and encouragement to participate in the Census Questionnaire, and shift to prioritize reaching out to low response community areas. In this Third Phase, outreach efforts will be aimed at:

- Providing Census information to residents in low response areas.
- Connecting low response areas with Questionnaire response support designated resources.
- Deploying mobile unit with internet accessible workstations in prioritized low response community areas.

b. Budget

Kings County has limited resources to carry out 2020 Census outreach and has strategically allocated key County management staff to organize the County's 2020 Census Outreach Program that include California Complete Count reporting and requirements, Kings County Complete Count Committee meeting support, community event coordination, and contracted outreach service management. Together, these

County staff responsibilities for implementing Initial Outreach activities are considered to be primarily “In Kind” contributions from the Kings County Executive Committee during the life of the Opt-In Agreement through September 2020. Staff cost contributions are estimated to range from \$40,000 to \$50,000 with the following staff hours:

Kyria Martinez, Administrative Analyst	175 hours
Greg Gatzka, Community Development Agency Director	200 hours
Lance Lippincott, Economic and Workforce Development Director	80 hours

Additional County staff from various departments have also volunteered to serve on the Kings County Complete Count Committee, but are not estimated here.

The California Complete Count has allocated \$121,055 to Kings County for the Opt-In Agreement to carry out Census outreach aimed at the hardest to count populations and least likely to respond areas. The Kings County Executive Committee (KCEC) in evaluating County resources determined the best way to maximize County resources was to devote all but 10% (\$12,105) of the funding to a locally trusted and valued community based organization to provide direct community outreach. Proteus Inc. was selected and contracted by the County to provide these outreach services. The Kings County Board of Supervisors approved the Proteus Inc. professional services contract on April 23, 2019 for \$108,950.

The following breakdown of expenditures will be supported by the State funding:

KINGS COUNTY	
Kings County Administrative Cost Reimbursement	\$12,105
PROTEUS INC.	
Proteus Outreach Assigned Personnel Salaries & Benefits	\$74,614
Proteus Outreach Operating Expenses	\$20,435
Proteus Indirect Support Costs	\$13,901
Total Expenditures	\$121,055

c. Timeline Activities

The following timeline of activities is a general listing of anticipated types of events for community engagement. The specific events will be defined over time as upcoming events are identified in hard to count community areas. The deployment of County funded outreach resources will be prioritized based upon highest priority areas with high HTC Index ratings and recommendations by the KCCCC on event opportunities. The County’s contracted outreach services with Proteus Inc. designed to be flexible to adapt to reach best outreach engagement opportunities through the term of the Opt-In Agreement ending in September 2020.

1. Initial Outreach (April – December 2019)

July 2019	Initial Outreach Activities: Swap Meets, Local Offices, Farmer’s Markets, Health Fairs, Job Fairs, Proteus Education Classes, Proteus Energy Assessment Home Visits, and other partner events.
August 2019	Initial Outreach Activities: Swap Meets, Local Offices, Farmer’s Markets, Health Fairs, Job Fairs, Proteus Education Classes, Proteus Energy Assessment Home Visits, and other partner events.
September 2019	Initial Outreach Activities: Swap Meets, Local Offices, Farmer’s Markets, Health Fairs, Job Fairs, Proteus Education Classes, Proteus Energy Assessment Home Visits, and other partner events.
October 2019	Initial Outreach Activities: Swap Meets, Mobile Unit Outreach, Local Offices, Farmer’s Markets, Health Fairs, Job Fairs, Proteus Education Classes, Proteus Energy Assessment Home Visits, and other partner events.
November 2019	Initial Outreach Activities: Swap Meets, Local Offices, Farmer’s Markets, Mobile Unit Outreach, Health Fairs, Job Fairs, Proteus Education Classes, Proteus Energy Assessment Home Visits, and other partner events.
December 2019	Initial Outreach Activities: Swap Meets, Local Offices, Farmer’s Markets, Mobile Unit Outreach, Health Fairs, Job Fairs, Proteus Education Classes, Energy Assessment Home Visits, and other partner events.

2. Main Outreach (January – May 2020)

January 2020	<p>Main Outreach Activities:</p> <p>Farmworker Appreciation Days, Swap Meets, Mobile Unit Outreach, Local Offices, Farmer’s Markets, Health Fairs, Job Fairs, Proteus Education Classes, Proteus Energy Assessment Home Visits, and other partner events.</p>
February 2020	<p>Main Outreach Activities:</p> <p>Martin Luther King Events, Farmworker Appreciation Days Swap Meets, Local Offices, Mobile Unit Outreach, Farmer’s Markets, Health Fairs, Job Fairs, Proteus Education Classes, Proteus Energy Assessment Home Visits and other partner events.</p>
March 2020	<p>Main Outreach Activities:</p> <p>Read Across America Events, Be Counted Events, Swap Meets, Local Offices, Farmer’s Markets, Health Fairs, Job Fairs, Proteus Education Classes, Proteus Energy Assessment Home Visits, and other partner events.</p>
April 2020	<p>Main Outreach Activities:</p> <p>Be Counted Events, Mobile Unit Outreach, Swap Meets, Local Offices, Farmer’s Markets, Health Fairs, Job Fairs, Proteus Education Classes, Proteus Energy Assessment Home Visits, and other partner events.</p>
May 2020	<p>Main Outreach Activities:</p> <p>Cinco de Mayo Events, Kings County Fair, Swap Meets, Mobile Unit Outreach, Local Offices, Farmer’s Markets, Health Fairs, Job Fairs, Proteus Education Classes, Proteus Energy Assessment Home Visits, and other partner events.</p>

3. Non Response Follow Up (May – August 2020)

Mid-March-End of April 2020: Promote self-response across the community

June 2020	<p>Non-Response Follow-up Activities:</p> <p>Mobile Unit Outreach Events (targeted specifically to rural areas), Swap Meets, Local Offices, Farmer’s Markets, Health Fairs, Job Fairs, Proteus Education Classes, Proteus Energy Assessment Home Visits, and other partner events.</p>
July 2020	<p>Non-Response Follow-up Activities:</p> <p>Mobile Unit Outreach Events (targeted specifically to rural areas), Swap Meets, Mobile Unit Outreach Event, Local Offices, Farmer’s Markets, Health Fairs, Job Fairs, Proteus Education Classes, Proteus Energy Assessment Home Visits, and other partner events.</p>

July 2020	<p>Non-Response Follow-up Activities:</p> <p>Mobile Unit Outreach Events (targeted specifically to rural areas), Swap Meets, Mobile Unit Outreach Event, Local Offices, Farmer’s Markets, Health Fairs, Job Fairs, Proteus Education Classes, Proteus Energy Assessment Home Visits, and other partner events.</p>
August 2020	<p>Non-Response Follow-up Activities:</p> <p>Mobile Unit Outreach Events (targeted specifically to rural areas), Swap Meets, Local Offices, Farmer’s Markets, Health Fairs, Job Fairs, Proteus Education Classes, Proteus Energy Assessment Home Visits, and other partner events.</p>

d. Language Access

Kings County is not identified by CCC as required to have any language access other than English. However, recognizing that the County has a large percentage of Hispanic population and that approximately 80% of Census identified population at risk of not responding are Hispanics, the Proteus Bus driver will be bilingual Spanish speaking and be available in the community to assist in direct outreach efforts. Ongoing outreach efforts will be evaluated to determine if other language barriers exist and/or is needed for other language translation. Should the need arise for other language translation, the County will coordinate with the California Complete Count Region 6 Program Manager to connect with Statewide resources for other languages.

e. Results & Reporting

In formulating good record keeping of these Census outreach experiences, Kings County Community Development Agency has assigned staff to serve to document program results and experiences learned related to barriers, challenges and opportunities through these outreach program efforts.

Proteus Inc. in carrying out outreach services in the various communities will be keeping record for all event participation and materials provided to residents. Event participation by residents will be recorded for number of participants, language preference, information accessed, and feeling and comfort with participating in the 2020 Census.

Evaluation of outreach success will done by comparison of participation results against HTC block group populations. Additional evaluation criteria may be added as additional experience and findings are made from the Initial Outreach activities.

Results and experiences from the County’s 2020 Census Outreach will be reported in the close out report in September 2020.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM July 2, 2019

SUBMITTED BY: County Counsel – David Prentice/Juliana Gmur

SUBJECT: **SUSPENSION OF THE PROCLAMATION OF A LOCAL EMERGENCY DUE TO HIGH FLOWS ON THE KINGS RIVER AND PROHIBITION OF RECREATIONAL ACTIVITY AND CLOSURE OF PARKS THAT ABUT THE RIVER**

SUMMARY:

Overview:

On May 21, 2019, the Kings County Board of Supervisors ratified the proclamation of a local emergency due to high flows on the Kings River prohibiting recreational activity on the river and closure of parks that abut the river. The recent reduction in flow rates no longer necessitate a continued proclamation for a local emergency.

Recommendation:

Adopt a Resolution Suspending the Proclamation of Emergency due to high flows on the Kings River, and the Prohibition of Recreational Activity on the Kings River, and the closure of parks that abut the Kings River.

Fiscal Impact:

None.

BACKGROUND:

The California Emergency Services Act, Government Code section 8550, et seq., authorizes the Board of Supervisors (“Board”) to proclaim local emergencies based on the “existence of conditions of disaster or of extreme peril to safety of persons and property...” (Gov. Code § 8558, subd. (c)). On May 16, 2019, the Kings County Emergency Services Director proclaimed a local emergency due to high flows on the Kings River prohibiting recreational activity on the river and closure of parks that abut the river. The proclamation came before the Board and was ratified on May 21, 2019, and renewed on June 11, 2019.

(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

SUSPENSION OF THE PROCLAMATION OF A LOCAL EMERGENCY DUE TO HIGH FLOWS ON THE KINGS RIVER AND PROHIBITION OF RECREATIONAL ACTIVITY ON THE RIVER AND CLOSURE OF PARKS THAT ABUT THE RIVER

July 2, 2019

Page 2 of 2

At the time of the renewal, the release of water from Pine Flat Dam rates ranged from 10,234 to 10,516 cubic feet per second and the National Weather Service in Hanford had a flood advisory in effect for the Kings River northeast of Kings County and had forecasted high temperatures ranging from 91 to 103 degrees at Pine Flat Dam. Kings County Sheriff's Department had reported that the depth, speed, and cold temperature of the Kings River continued to be a danger necessitating water rescues and debris upstream remained a hazard.

Currently, the release of water from Pine Flat Dam has decreased and is holding steady as based on demand: 6,200 cubic feet per second to Reedley and 3,200 cubic feet per second to Kings County. As the flow of water has decreased, recreation appropriate conditions have returned. Due to this progress, the resolution is no longer needed and can be suspended.

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

IN THE MATTER OF SUSPENDING
RESOLUTION 19-043 _____/

RESOLUTION NO. 19-

WHEREAS, on May 16, 2019, the Kings County Emergency Services Director proclaimed a local emergency due to high flows on the Kings River prohibiting recreational activity on the river and closure of parks that abut the river (Proclamation 19-01); and

WHEREAS, on May 21, 2019, the Kings County Board of Supervisors (“Board”) ratified the proclamation and declared a local emergency; and

WHEREAS, on June 11, 2019, the Board renewed the declaration of local emergency due to continued high flow rates on the Kings River within Kings County; and

WHEREAS, as of June 27, 2019, the release of water from Pine Flat Dam has decreased and is holding steady as based on demand: 6,200 cubic feet per second to Reedley and 3,200 cubic feet per second to Kings County; and

WHEREAS, the lower water flow rates make is less likely that any upstream debris in the Kings River will dislodge creating water hazards downstream; and

WHEREAS, the lower water flow rates and the resulting reduced threat to life and safety no longer require prohibition of persons from being on the Kings River.

NOW, THEREFORE, IT IS HEREBY RESOLVED as follows:

1. That the Pine Flat Dam’s releases to Kings County have fallen below 6200 cubic feet per second allowing the Kings County Board of Supervisors to terminate the need for prohibition of persons from being on the Kings River.

2. That in light of this reduced flow rate Resolution 19-043 and 19-043.1 are ordered suspended effective immediately upon adoption of this Resolution.

The foregoing Resolution was adopted upon motion by Supervisor _____, seconded by Supervisor _____, at a regular meeting held July 2, 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

IN WITNESS WHEREOF, I have set my hand this 2nd day of July, 2019.

Clerk of said Board of Supervisors

2019-7-569



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM July 2, 2019

SUBMITTED BY: Human Resources – Leslie McCormick Wilson/Henie Ring

SUBJECT: REVISE THE JOB SPECIFICATION FOR DIRECTOR OF CHILD SUPPORT SERVICES

SUMMARY:

Overview:

The Child Support Services requested that Human Resources update the Director of Child Support Services job specification in preparation to fill an upcoming vacancy.

Recommendation:

Approve the revised job specification for Director of Child Support Services.

Fiscal Impact:

There is no fiscal impact from the proposed job specification changes.

BACKGROUND:

In preparation for a recruitment to fill an upcoming vacancy for Director of Child Support Services, Human Resources was assigned to review the job specification for potential changes. The job specification was last updated in 2013. Under administrative direction by the Board of Supervisors, the Director of Child Support Services administers the Kings County Child Support Services programs and services. Minor changes were made to the definition and example of duties of the job specification. The minimum qualifications have also been updated to broaden the applicant pool. Both Human Resources and Administration support the job requirement changes. The revised job specification for Director of Child Support Services is attached.

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.

DIRECTOR OF CHILD SUPPORT SERVICES

DEFINITION

Under administrative direction, to plan, organize, **administer and evaluate the programs and services of the Kings County** and ~~direct the activities of the Office of Child Support Services; including location, establishment, enforcement, investigation and fiscal activities related to child support cases; to administer the County's Child Support Services programs;~~ and to perform other work as required.

DISTINGUISHING CHARACTERISTICS

The Director of Child Support Services is the administrative head of the Kings County Office of Child Support Services, which includes location, establishment, enforcement, investigation and fiscal activities related to child support cases. As department head, the incumbent reports to the County Board of Supervisors through the County Administrative Office and is responsible for the effective administration of all the functions and activities of the County's comprehensive child support services within Federal and State law, regulations and County ordinances.

EMPLOYMENT AT WILL

The Director of Child Support Services, a department head, is an at will position, is not included in the County's classified service and the incumbent is exempt from merit system status. As such, the incumbent serves at the pleasure of the Board of Supervisors.

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.

Develops and directs the implementation of department goals, objectives, policies, procedures and work standards; plans, organizes, administers and evaluates the **programs, services and** activities associated with child support services; **establishes departmental goals and evaluates program efficiencies and outcomes;** formulates departmental policies and procedures to implement mandates and goals including budget management, staffing and long term planning; **analyzes and oversees the implementation of changes in laws, regulations, and procedures affecting the child support program;** through subordinate supervisory staff, directs the department in its delivery of services including location, establishment, enforcement and investigation services, and administration of the fiscal collection system; **coordinates and directs the work assignments of staff;** coordinates operations to maximize the level of services provided and effective utilization of available resources; directs the preparation of the department budget maintaining appropriate fiscal controls and reporting processes; ensures compliance with legal mandates and prescribed program guidelines; directs the preparation of requests for sources of funding to enhance child support services; prepares reports regarding the activities of the Department; provides consultations and makes recommendations with regard to difficult problems arising in the course of the department's work; **prepares reports and makes presentations to the Board of Supervisors;** ~~represents the Office of Child Support Services before interested groups and individuals, may interpret child support programs to the public and governmental officials.~~

MINIMUM QUALIFICATIONS

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

Education: Equivalent to graduation from an accredited four-year college or university with a bachelor's

degree in business or public administration or a closely related field. (Additional qualifying experience as described below may substitute for the required

Director of Child Support Services
A45

page 2

MINIMUM QUALIFICATIONS (continued)

education on a year-for-year basis.)

Experience: ~~Five (5)~~ **Two (2)** years of ~~responsible, high-level management experience in a IV-D performing duties in a public agency in a senior level administrative or management position. This may include responsible supervisory, administrative, or managerial experience related to the planning, organizing and directing functions of a local child support enforcement agency.~~

Special Requirements: Possess and maintain a valid California Driver's License. Ability to: Work irregular hours as necessary; travel within and outside the County; qualify for security clearance through a background investigation and fingerprint check.

NOTE: Incumbent must recuse themselves from cases in which one participant is: The Child Support Employee; a relative of the Child Support Employee; a person with whom the Child Support Employee cohabits; a person with whom the Child Support Employee has a personal or business relationship.

Knowledge of: Principles, methods and practices of public program administration; with special reference to organization, fiscal and personnel management; principles of management and supervision including motivating and disciplining employees; federal, state and local level child support programs and requirements; laws and regulations as they relate to the delivery of child support services; child support practices and procedures of the local courts; general County organizations, operations, policies and objectives; public relations responsibility of a county agency.

Ability to: Meet or exceed annual program objectives; understand, analyze and implement complex legal directives and interpret them for others; supervise, direct, train and evaluate subordinate staff; analyze problems, consider alternatives, project consequences and adopt appropriate solutions; demonstrate effective leadership skills; exhibit highly developed interpersonal skills using tact, patience and courtesy; respond constructively to conflict; inspire the trust, respect and confidence of others; exhibit strong initiative, integrity, sound judgment and a high degree of maturity; reason logically; communicate effectively both orally and in writing with individuals or groups; establish and maintain positive, effective work relationships with other managers, agency staff, government and community organizations and the general public; maintain confidentiality and control of sensitive information; follow and ensure safe work practices. Work in an office environment including sitting at a desk working with computer equipment, on the telephone and meeting with people for prolonged periods; regularly working with files and with general office equipment. Travel on a regular basis.

FLSA Status: Exempt Medical Group: C At will classification

DIRECTOR OF CHILD SUPPORT SERVICES

DEFINITION

Under administrative direction, to plan, organize, administer and evaluate the programs and services of the Kings County; and to perform other work as required.

DISTINGUISHING CHARACTERISTICS

The Director of Child Support Services is the administrative head of the Kings County Office of Child Support Services, which includes location, establishment, enforcement, investigation and fiscal activities related to child support cases. As department head, the incumbent reports to the County Board of Supervisors through the County Administrative Office and is responsible for the effective administration of all the functions and activities of the County's comprehensive child support services within Federal and State law, regulations and County ordinances.

EMPLOYMENT AT WILL

The Director of Child Support Services, a department head, is an at will position, is not included in the County's classified service and the incumbent is exempt from merit system status. As such, the incumbent serves at the pleasure of the Board of Supervisors.

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.

Develops and directs the implementation of department goals, objectives, policies, procedures and work standards; plans, organizes, administers and evaluates the programs, services and activities associated with child support services; establishes departmental goals and evaluates program efficiencies and outcomes; formulates departmental policies and procedures to implement mandates and goals including budget management, staffing and long term planning; analyzes and oversees the implementation of changes in laws, regulations, and procedures affecting the child support program; through subordinate supervisory staff, directs the department in its delivery of services including location, establishment, enforcement and investigation services, and administration of the fiscal collection system; coordinates and directs the work assignments of staff; coordinates operations to maximize the level of services provided and effective utilization of available resources; directs the preparation of the department budget maintaining appropriate fiscal controls and reporting processes; ensures compliance with legal mandates and prescribed program guidelines; directs the preparation of requests for sources of funding to enhance child support services; prepares reports regarding the activities of the Department; provides consultations and makes recommendations with regard to difficult problems arising in the course of the department's work; prepares reports and makes presentations to the Board of Supervisors; represents Child Support Services before interested groups and individuals, may interpret child support programs to the public and governmental officials.

MINIMUM QUALIFICATIONS

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

Minimum Qualifications cont.

Education: Equivalent to graduation from an accredited four-year college or university with a bachelor's degree in business or public administration or a closely related field. (Additional qualifying experience as described below may substitute for the required education on a year-for-year basis.)

Experience: Two (2) years of performing duties in a public agency in a senior level administrative or management position. This may include responsible supervisory, administrative, or managerial experience related to the planning, organizing and directing functions of a local child support agency.

Special Requirements: Possess and maintain a valid California Driver's License. Ability to: Work irregular hours as necessary; travel within and outside the County; qualify for security clearance through a background investigation and fingerprint check.

NOTE: Incumbent must recuse themselves from cases in which one participant is: The Child Support Employee; a relative of the Child Support Employee; a person with whom the Child Support Employee cohabits; a person with whom the Child Support Employee has a personal or business relationship.

Knowledge of: Principles, methods and practices of public program administration; with special reference to organization, fiscal and personnel management; principles of management and supervision including motivating and disciplining employees; federal, state and local level child support programs and requirements; laws and regulations as they relate to the delivery of child support services; child support practices and procedures of the local courts; general County organizations, operations, policies and objectives; public relations responsibility of a county agency.

Ability to: Meet or exceed annual program objectives; understand, analyze and implement complex legal directives and interpret them for others; supervise, direct, train and evaluate subordinate staff; analyze problems, consider alternatives, project consequences and adopt appropriate solutions; demonstrate effective leadership skills; exhibit highly developed interpersonal skills using tact, patience and courtesy; respond constructively to conflict; inspire the trust, respect and confidence of others; exhibit strong initiative, integrity, sound judgment and a high degree of maturity; reason logically; communicate effectively both orally and in writing with individuals or groups; establish and maintain positive, effective work relationships with other managers, agency staff, government and community organizations and the general public; maintain confidentiality and control of sensitive information; follow and ensure safe work practices. Work in an office environment including sitting at a desk working with computer equipment, on the telephone and meeting with people for prolonged periods; regularly working with files and with general office equipment. Travel on a regular basis.

FLSA Status: Exempt Medical Group: C At will classification



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM July 2, 2019

SUBMITTED BY: Public Works Department – Kevin McAlister

SUBJECT: CONGESTION MITIGATION AND AIR QUALITY PROGRAM
PRELIMINARY DESIGN OF KETTLEMAN CITY ROUNDABOUT -
BERNARD DRIVE AT SR41

SUMMARY:

Overview:

Over the past twenty years, demand for development within the Kettleman City commercial district has remained steady. The restaurants, hotels, gas stations, and other businesses established over time not only service the residents of Kettleman City, but they also offer a respite for travelers on I-5 and SR41. Over time, the development, along with through traffic on SR41, has created a bottleneck at the intersection of Bernard Drive and SR41, which is the heart of this district. In order to remedy the situation, the County approached Caltrans and proposed a project to address the existing congestion. Your Board will receive an update on the design of the project.

Recommendation:

No action required, informational only.

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. CMAQ will provide \$1.51 million, and the County Road Fund will supply \$190,000. The remaining cost will be borne by the California Department of Transportation (Caltrans) State Highway Operation and Protection Program (SHOPP) Safety Program. The County portion will be reflected in future budgets, 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 PRELIMINARY DESIGN OF KETTLEMAN CITY ROUNDABOUT – BERNARD DRIVE AT SR41

July 2, 2019

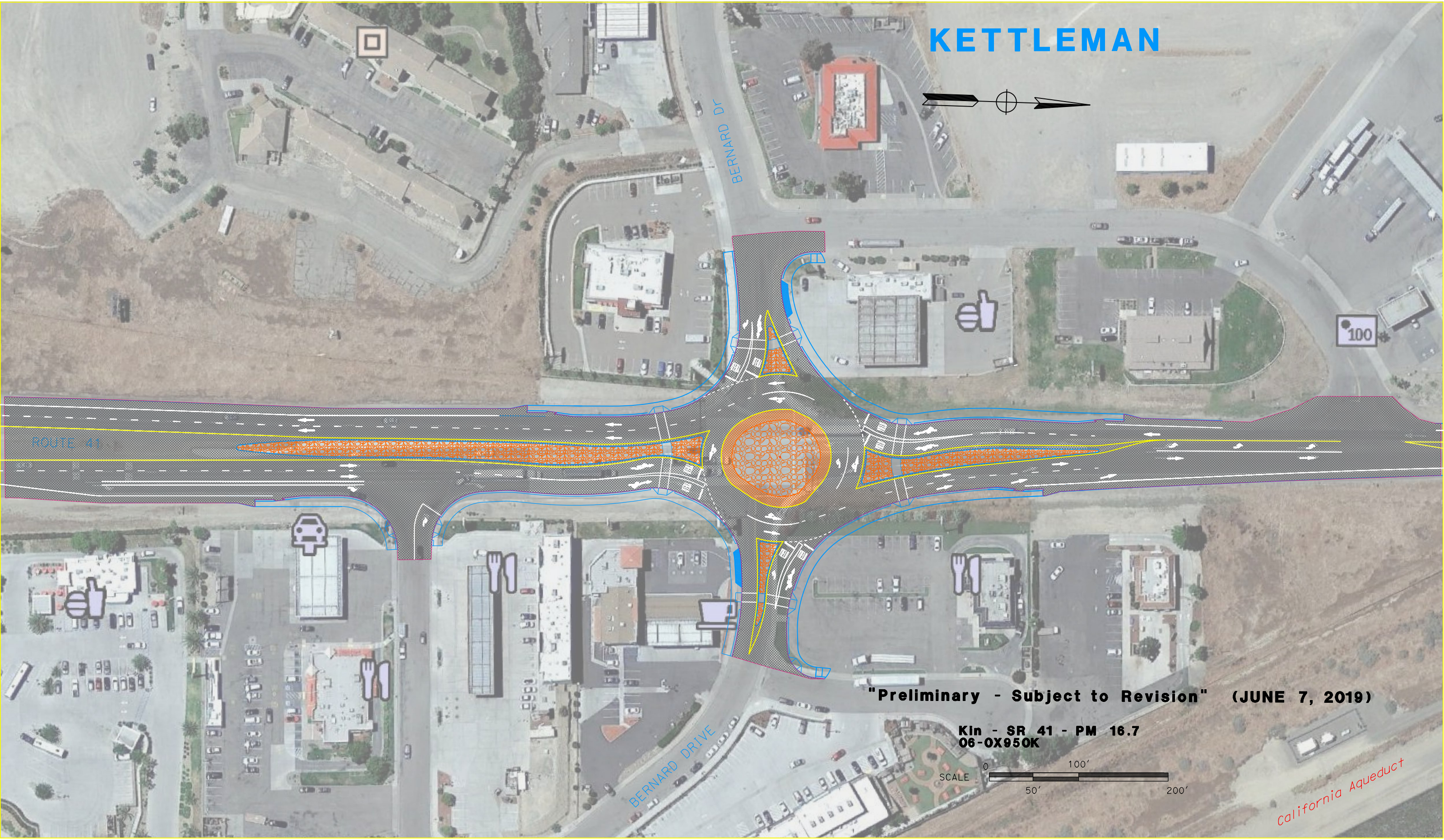
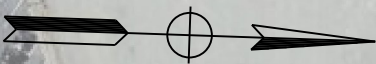
Page 2 of 2

BACKGROUND:

The sales tax revenue generated by the Kettleman City commercial district cannot be understated; however, the primary motivation to allow development has been to provide much needed services in this remote area of Kings County. In addition to the physical bottleneck, the failure of the intersection will hamper further commercial growth in this area. As part of the approval process for any new development, a traffic impact study is required by Caltrans in which the developer is required to pay their “fair share” of any improvements required to mitigate the additional traffic load caused by the development. The payment of these traffic impact fees to Caltrans, however, does not guarantee that a project will ever be built to alleviate congestion. In order to remedy the situation, the County approached Caltrans and proposed widening the existing stop-light-controlled intersection to accommodate the current traffic volumes.

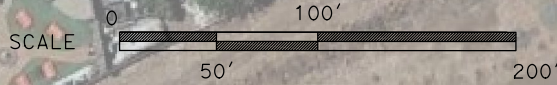
The impetus of involving Caltrans was two fold. First, this intersection includes a state highway and therefore any improvements must include participation and approval from Caltrans. The second is cost; the project in any form would exceed the County’s funding resources. At this initial meeting with Caltrans, its stated position was that funding assistance from the State for widening the intersection with a new signal would be minimal. In order for Caltrans to participate financially in any meaningful way, a roundabout would have to be pursued as the first option. Caltrans would only consider a signal if a roundabout was proven not to work due to excessive traffic volume. At this initial meeting, Caltrans indicated the total cost would be approximately \$3.5 million. The County agreed to take the lead on the design, hiring the consultant, and managing the project through construction in addition to contributing \$550,000 in Congestion Mitigation and Air Quality Program (CMAQ) funds along with a \$71,000 local match for a total contribution of \$621,000 programmed in Fiscal Year (FY) 2018-2019. County funding was in place, and the County was awaiting Caltrans to secure their funding prior to releasing and advertisement to hire an engineering consultant to proceed with design. In February of 2019, the County was notified that Caltrans had secured funding for the project and had also elected to take the lead on the project. As such, a Project Initiation Document (PID), which defines cost and scope of the project, has commenced with the expected completion date of November 2019. Preliminary Engineering (PE), which includes design and environmental clearance, was pushed to FY 2019-2020; Right of Way acquisition was pushed to FY 2021-2022; and Construction to Fiscal Year (FY) 2023-2024. The projected cost also increased from \$3.5 million to \$8.8 million, which is a more realistic number considering recent data on actual roundabout construction cost. The County was asked, and agreed, to increase its contribution from \$621,000 to \$1.7 million, utilizing CMAQ and local match Road Fund dollars. Attached to this report is a preliminary design for the roundabout.

KETTLEMAN



"Preliminary - Subject to Revision" (JUNE 7, 2019)

**KIn - SR 41 - PM 16.7
06-0X950K**



California Aqueduct



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM July 2, 2019

SUBMITTED BY: Administration – Rebecca Campbell

SUBJECT: PURCHASING AGENT DESIGNATION

SUMMARY:

Overview:

The Board will consider appointing the Chief Information Officer as the Purchasing Agent for the County until a permanent Purchasing Agent is hired.

Recommendation:

Adopt a Resolution appointing the Chief Information Officer as the Purchasing Agent until a permanent Purchasing Agent is hired.

Fiscal Impact:

There is no fiscal impact with this action.

BACKGROUND:

Government Code Section 25500 states that, “The board of supervisors may employ a purchasing agent and such assistants as are necessary for him properly to fulfill his duties.” The Purchasing Agent has been a longstanding position within the County of Kings. All purchases of every kind and character are made by the purchasing agent and no purchase of any personal property for the use of the county or any department are valid or binding upon the County unless made by the purchasing agent, except in cases of emergency. Maintaining continuity of operations within the purchasing function is vital to County operations.

Currently, the Purchasing Agent position is vacant, and the County is in the process of hiring a new Purchasing Agent. In order to provide for the efficient continuity of operations while the Purchasing Agent position is vacant, staff recommends designating the Chief Information Officer, who is the Department Head over the Purchasing Function, as the Purchasing Agent. This appointment will expire upon the hire of a new Purchasing Agent.

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.

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

RESOLUTION APPOINTING THE
CHIEF INFORMATION OFFICER
AS THE COUNTY PURCHASING
AGENT ON AN INTERIM BASIS /

RESOLUTION NO.

WHEREAS, pursuant to the authority conferred by Section 25500 of the Government Code, the County's Board of Supervisors ("Board") may employ a Purchasing Agent; and

WHEREAS, as set forth in the County Code of Ordinances Chapter 9, a County Purchasing Agent has been established; and

WHEREAS, the position of Purchasing Agent is currently vacant, and the County is in the process of hiring a new Purchasing Agent; and

WHEREAS, all purchases of every kind and character are to be made by the purchasing agent and no purchase of any personal property for the use of the county or any department thereof is valid or binding upon the county unless made by the Purchasing Agent, except in cases of emergency; and

WHEREAS, when the Purchasing Agent position is vacant, the only persons available to approve purchasing requests are the Board of Supervisors or the County Administrative Officer; and

WHEREAS, having dedicated staff available to manage the purchasing function, which understand the County's purchasing requirements and have experience with the purchasing function is necessary to the effective operation of the County; and

WHEREAS, the Chief Information Officer, as the Department Head who oversees the purchasing function, has experience and knowledge of the County's purchasing practices and policies.

NOW, THEREFORE, IT IS HEREBY RESOLVED as follows:

1. The Chief Information Officer is hereby appointed the Purchasing Agent, effective July 2, 2019.
2. As the Purchasing Agent, the Chief Information Officer shall discharge all duties vested by law in the purchasing agent that relate to or are a part of the County of Kings' purchasing procedure.

3. The appointment of the Chief Information Officer as the Purchasing Agent shall last until a permanent assignment of purchasing duties shall be made by the hiring of a new Purchasing Agent.

The foregoing Resolution was adopted upon motion by Supervisor _____, seconded by Supervisor _____, at a regular meeting held on the 2nd day of July, 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 2nd day of July, 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 July 2, 2019

SUBMITTED BY: Administration Office – Rebecca Campbell/Domingo Cruz
SUBJECT: KINGS COUNTY JUVENILE CENTER PROJECT CONTRACT
AMENDMENT WITH VANIR CONSTRUCTION MANAGEMENT, INC.

SUMMARY:

Overview:

On June 23, 2015, your Board entered into an agreement with Vanir Construction Management, Inc. to provide construction management and other services for the County's Juvenile Center Project, as funded under Senate Bill 81 ("SB 81 Project"). It is being requested of your Board today to amend that Agreement for cost estimation services of the SB 81 Project.

Recommendation:

Authorize the Chairman of the Board to sign the first amendment to the agreement with Vanir Construction Management, Inc. for Construction cost estimation services for the County's Juvenile Center Project.

Fiscal Impact:

The original contract amount was \$479,920. This change will increase the contract by an additional \$12,500, for a total contract amount of \$492,420. This will be funded from the project's contingency, which is budgeted in Budget Unit 700003 (KC SB 81 Project), Account 82420095 (SB 81 Project).

BACKGROUND:

Your Board approved Agreement 15-058 with Vanir Construction Management, Inc. (Vanir) on June 23, 2015. As the Juvenile Center project progressed, the project met unexpected delays through the State's review and approval process. Due to this delay, the projection for the overall project cost is no longer certain. In order to have an appropriate understanding of what the project costs, staff recommends amending the contract with Vanir to conduct an evaluation of the projects costs under today's construction market. This updated cost re-estimation will allow the County to make any necessary adjustments to the project should value changes be needed.

(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

KINGS COUNTY JUVENILE CENTER PROJECT CONTRACT AMENDMENT WITH VANIR CONSTRUCTION MANAGEMENT, INC.

July 2, 2019

Page 2 of 2

Vanir's renewed estimate will ensure that the cost of the project design documents reflect current market escalators and indices. The last cost estimate was completed on June 22, 2017; therefore, it is unlikely that the project remains within the established budget. Should the SB 81 Project be in excess of the current budget, this effort will allow the County to determine whether and how much the project will need to be reduced or how much the budget will need to be augmented, or a combination thereof, in order for the project to proceed. Request that your Board approve this contract amendment, so that the County may continue the project forward in an informed and fiscally prudent manner.

The contract amendment has been reviewed and approved as to form by County Counsel.



Construction Management, Inc.

2444 Main Street, Suite 130
Fresno, CA 93721
T 559-496-0536
F 559-860-0173
www.vanir.com

735 Tank Farm Road, Suite 230
San Luis Obispo, CA 93401
T 805-541-1425
F 559-860-0173
www.vanir.com

June 11, 2019

County of Kings
Administration
ATTN: Roger Bradley, Assistant CAO
1400 West Lacey Blvd.
Hanford, California 93230

RE: SB 81 Juvenile Renovation Project – Estimating & Value Engineering Services

Dear Mr. Bradley:

As discussed during our regular bi-weekly meetings, the last full construction cost estimate of the design document was complete on June 22, 2017 and updated (with escalators & market indices only) on October 18, 2018. Essentially, the cost estimate is 24 months old and there is no guarantee the project costs are within budget given the age of the cost estimate (increases due to normal escalation), the volatility of the labor market (hot construction market, shortage of skilled labor) and uncertainty of material costs (tariffs and recent natural disasters throughout the nation).

Therefore, to more accurately understand the current and projected value of the project, it was determined that an auditing determination of the cost estimate and validation from 95% CD to 99% CD (which include the revisions to the fire-rated glazing, among other items) should be performed; along with a subsequent value engineering session. These efforts will allow the County to determine how much the project will need to be reduced or how much will the budget need to be augmented or a combination thereof.

Scope of Services (~ 4 weeks)

- Cost Auditing Determination of the Cost Estimate and Validation from 95% CD to 99% CD Submittal and;
- Subsequent Value Engineering Session

Vanir's fee to provide the services requested on a lump-sum basis is **\$12,500**. As always, you can reach me with any questions, or concerns, on my cell @ (559) 805-5393.

Sincerely,
VANIR CONSTRUCTION MANAGEMENT, INC.

A handwritten signature in blue ink, appearing to read 'Jerry Avalos', is written over a blue circular stamp or seal.

Jerry Avalos, EIT, LEED AP, CCM
Vice President / Area Manager

Cc Domingo Cruz, Administrative Analyst, County of Kings



Steve Whitehead, President, Vanir CM
Andrew Freeman, COO, Vanir CM
Roy Magdaleno, Project Director, Vanir CM

Agreement No. 15-058.1

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE
COUNTY OF KINGS AND VANIR CONSTRUCTION MANAGEMENT, INC.
FOR CONSTRUCTION MANAGEMENT AND OTHER SERVICES RELATED
TO THE SB 81 JUVENILE CENTER REMODEL PROJECT**

This first amendment to that Agreement commencing on June 23, 2015, (“Amendment I”) is made on the 2nd day of July, 2019, by and between the County of Kings (“County”) and Vanir Construction Management, Inc. (“Contractor”) upon the following terms and conditions:

RECITALS

WHEREAS, the County and Contractor entered into that Agreement commencing on June 23, 2015, for construction management and other services related to the SB 81 Juvenile Center Remodel Project; and

WHEREAS, as set forth in Section 4.2, the parties may modify the Agreement by a written, executed document; and

WHEREAS, the parties intend to modify the Agreement to reflect changes in the Services to be provided by Consultant as originally set forth in Exhibit A of the Agreement and increase the amount of compensation to Consultant by \$12,500.00 for the additional services.

NOW, THEREFORE, the parties agree as follows:

1. Exhibit A shall be amended to add the following actions by Consultant:
 - a. Perform a Cost Auditing Determination of the Cost Estimate and Validation from 95% Construction Documents (“CD”) to 99% CD Submittal; and
 - b. Conduct a subsequent value engineering session.
2. Consultant shall be compensated \$12,500.00 for the services set forth in Section 1. Said amount shall be in addition to the amount originally agreed upon by the parties.
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, the Parties have caused this Amendment I to Agreement to be executed on the day and year as provided above.

County of Kings

Vanir Construction Management, Inc.

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

By: _____

RECOMMENDED:

By: _____

APPROVED AS TO FORM:
David A Prentice, Interim County Counsel

By: _____
Carrie R. Woolley, Deputy County Counsel