

Board Members

Joe Neves, District 1, Chairman
Doug Verboon, District 3, Vice Chairman
Richard Valle, District 2
Craig Pedersen, District 4
Richard Fagundes, District 5



Staff

Rebecca Campbell, County Administrative Officer
Lee Burdick, County Counsel
Catherine Venturella, Clerk of the Board

Board of Supervisors Regular Meeting Agenda

Date: Tuesday, October 29, 2019
Time: 9:00 a.m.
Place: Board of Supervisors Chambers, Kings County Government Center
1400 W. Lacey Boulevard, Hanford, California 93230

☎ (559) 852-2362 ❖ FAX (559) 585-8047 ❖ website: <https://www.countyofkings.com>

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.

As a courtesy to those in attendance, please silence cell phones, pagers and electronic devices.

- I. **9:00 AM** **CALL TO ORDER**
ROLL CALL – Clerk of the Board
INVOCATION – Arthur Fox – New Hope Orthodox Presbyterian Church
PLEDGE OF ALLEGIANCE

- II. **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. **SERVICE AWARDS- HUMAN RESOURCES – LESLIE McCORMICK WILSON**
Presentation of 2019 Service Awards to employees from the District Attorney’s Office, Information Technology Department, Job Training Office, Law Library, Library, Fire Department, Public Health Department, and Human Resources Department.

- IV. **APPROVAL OF MINUTES**
Approval of the minutes from the October 22, 2019 regular meeting.

- V. **CONSENT CALENDAR**
 - A. **Agriculture Department:**
Consider approving a Cooperative Agreement with the California Department of Food and Agriculture for the County’s pink bollworm cotton plowdown and host free monitoring program.
 - B. **Child Support Services:**
Consider approving to sign the Plan of Cooperation with the Kings County Superior Court for securing financial support for minor children and authorizing the Assistant Director of Child Support Services to sign the Plan.



CONSENT CALENDAR CONTINUED

C. Fire Department:

1. Consider authorizing the out-of-state travel request for Fire Captains Daniel Aaron Parreira and Matthew San Filippo, to attend the New Fire and Arson Investigator Academy in Las Vegas, Nevada on December 9-13-2019.
2. Consider approving a retroactive Agreement with the State of California Governor's Office of Emergency Services for a ten-year temporary assignment of a fire apparatus and vehicular equipment.

D. Administration:

Consider denying the claim for damages filed by Michael Valdez.

VI.

REGULAR AGENDA ITEMS

A. Administration – Rebecca Campbell

Kings County Office of Education – Andrea Perez

Discuss the 2019-2020 Final Williams Report, the "State of the Schools" annual report, for Kings County.

B. Human Resources Department – Leslie McCormick Wilson/Carolyn Leist

Consider approving appointments for the County Member, Employee Members, Consensus Member, and Alternates to the Personnel Appeals Board for two-year terms ending October 25, 2021.

C. Public Works – Kevin McAlister/Dominic Tyburski

Consider approving the amended consultant services Agreement with Quincy Engineering, Inc. to prepare plans, specifications and estimate package for the 16th Avenue at Tulare Lake Canal Bridge Replacement Project and authorizing the Public Works Director to sign the Agreement.

D. Administration – Rebecca Campbell

1. Consider:
 - a. Appointing a Primary Director to the California State Association of Counties Board of Directors; and
 - b. Appointing an Alternate Director to the California Association of Counties Board of Directors.
2. Consider authorizing out-of-state travel to Washington D.C. for Supervisors Doug Verboon and Craig Pedersen and County Administrative Officer Rebecca Campbell, to attend the National Association of Counties Legislative Conference on February 29-March 4, 2020, including travel time.

VII.

BOARD MEMBERS ANNOUNCEMENTS OR REPORTS

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

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



VIII. CLOSED SESSION

- ◆ **Personnel Matters: [Govt. Code Section 54957]**
Public Employment
Title: Director of Child Support Services
- ◆ **Significant exposure to litigation.** 1 case [Govt. Code Section 54956.9(d)(2)]
- ◆ **Deciding to initiate litigation/Significant exposure to litigation.** 1 case [Govt. Code Section 54956.9(d)(2),(d)(4), (e)(1)]
- ◆ **Conference with Labor Negotiator/Meet and Confer: [Govt. Code Section 54957.6]**
 Negotiators: Rebecca Campbell, Roger Bradley, Leslie McCormick Wilson, Henie Ring, Che Johnson of Liebert Cassidy Whitmore
 - Prosecutors’ Association
 - Management
 - General - CLOCEA
 - Supervisors - CLOCEA
 - Probation Officer’s Association

IX. ADJOURNMENT

The next regularly scheduled meeting will be held on Tuesday, November 5, 2019, at 9:00 a.m.

X. JUDGING FOR COUNTY OFFICE HALLOWEEN DECORATION CONTEST

FUTURE MEETINGS AND EVENTS

October 31	3:00 PM	County Employee Halloween Costume judging contest
November 5	9:00 AM	Regular Meeting
November 5	11:00 AM	California Public Finance Authority Regular Meeting
November 11	--	Offices closed in observance of Veterans Day
November 12	--	Regular meeting cancelled in observance of Veterans Day – November 11, 2019
November 19	9:00 AM	Regular Meeting
November 19	11:00 AM	California Public Finance Authority Regular Meeting

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



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM October 29, 2019

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

SUBJECT: COUNTY SERVICE AWARDS PRESENTATION

SUMMARY:

Overview:

The Kings County Service Awards Program has been in place since 1977 to recognize the full-time employment service of County employees. Service awards are presented to employees after five (5) years of continuous full-time service, and in increments of five (5) years thereafter.

Recommendation:

Acknowledge employees that have completed various milestones of County Service.

Fiscal Impact:

The Adopted Fiscal Year 2019-2020 Budget includes \$24,000 in the Human Resources budget for the provision of various cash and memento awards for eligible employees.

BACKGROUND:

Public service is a calling and a privilege that involves a dedication of purpose on the part of the people that strive daily to add value to their community. There has been a Kings County Service Awards Program since 1977. It was established in order to recognize publicly the length of quality service that employees have provided to the citizens of Kings County. After the end of each fiscal year, the Human Resources Department identifies those employees who became eligible to receive service awards during the previous fiscal year. Each recipient receives a certificate indicating the number of years of service that have been completed. Starting at ten years of service, each awardee is also permitted to select an award to which they are entitled based on years of service completed. Awards are provided in the form of either cash or a memento based on the years of qualifying service. At this meeting, employees from the following departments will be recognized:

District Attorney's Office	Information Technology	Job Training Office	Law Library
Library	Fire	Public Health	Human Resources

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.

Board Members

Joe Neves, District 1, Chairman
Doug Verboon, District 3, Vice Chairman
Richard Valle, District 2
Craig Pedersen, District 4
Richard Fagundes, District 5



Staff

Rebecca Campbell, County Administrative Officer
Lee Burdick, County Counsel
Catherine Venturella, Clerk of the Board

Board of Supervisors Regular Meeting Action Summary

Date: Tuesday, October 22, 2019
Time: 9:00 a.m.
Place: Board of Supervisors Chambers, Kings County Government Center
1400 W. Lacey Boulevard, Hanford, California 93230

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As a courtesy to those in attendance, please silence cell phones, pagers and electronic devices.

- I. B 1 **CALL TO ORDER**
ROLL CALL – Clerk of the Board
INVOCATION – Andrew Cromwell – Koinonia Church
PLEDGE OF ALLEGIANCE
ALL MEMBERS PRESENT

- II. B 2 **UNSCHEDULED APPEARANCES**
Any person may directly address the Board at this time on any item on the agenda, or on any other items of interest to the public, that is within the subject matter jurisdiction of the Board. Five (5) minutes are allowed for each item.
Scott Holwell, Kings County Veteran's Services Officer stated that his office has ticket vouchers for the Jamel "Semper Fi" Herring vs Lamont Roach Jr. on November 9, 2019 World Junior Lightweight Championship fight at Chukchansi Park.

- III. B 3 **SERVICE AWARDS- HUMAN RESOURCES – LESLIE McCORMICK WILSON**
Presentation of 2019 Service Awards to employees from the Human Services Agency.
INFORMATION ONLY - NOA

- IV. B 4 **APPROVAL OF MINUTES**
Approval of the minutes from the October 15, 2019 regular meeting.
ACTION: APPROVED AS PRESENTED (RF/DV/RV/CP/JN-Aye)

- V. B 5 **CONSENT CALENDAR**
A. **Department of Finance:**
Consider authorizing the Director of Finance to sign a Non-Federal Credit Reporting Act Permissible Use Certification to view taxpayer information provided by LexisNexis Risk Solutions Group as part of the Tax Refund Exchange and Compliance Intercept program.



CONSENT CALENDAR CONTINUED

B. Probation Department:

Consider authorizing the Chairman to sign an Agreement retroactively with Kings View Counseling Services to continue providing substance use and mental health treatment services to probation youth from July 1, 2019 to June 30, 2020. **[Agmt 19-099]**

C. Community Development Agency:

1. Consider finding that the Notices of Non-Renewals are Categorically Exempt from the California Environmental Quality Act Guidelines Section 15317 environmental review; and Authorizing the Chairman to sign the Partial Non-Renewals for the following Contracts: Land Conservation Contract Numbers 502, 653, 1220, 1710 and 1782.
2. Consider finding that the Reinstatement of the two Land Conservation Contracts are Categorically Exempt from the California Environmental Quality Act Guidelines Section 15317 environmental review; and Authorizing the Chairman to sign the Reinstatement for the following Contracts: Land Conservation Contract Numbers 974 and 975.
3. Consider finding that the Reinstatement of the Farmland Security Zone Contract is Categorically Exempt from the California Environmental Quality Act Guidelines Section 15317 environmental review; and Authorizing the Chairman to sign the Reinstatement of Farmland Security Zone Contract Number 11.
4. Consider authorizing the Chairman to sign the Agreement of Indemnification and Reimbursement of Extraordinary Costs between Apex Energy Solutions, LLC and the County of Kings retroactive to September 10, 2019. **[Agmt 19-100]**
5. Consider authorizing the Chairman to sign the Agreement of Indemnification and Reimbursement of Extraordinary Costs between Utica JLL, LLC and the County of Kings retroactive to September 2, 2019. **[Agmt 19-101]**

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

VI.

REGULAR AGENDA ITEMS

B 6

A. Community Development Agency - Greg Gatzka

Receive staff presentation; and
Provide direction to staff, if desired, regarding any follow up actions from the Kings County Agricultural Advisory Committee recommendations.

INFORMATION ONLY - NOA

B 7

B. Administration – Rebecca Campbell/Kyria Martinez

Sheriff's Office – David Robinson/Cassandra Bakker

Consider accepting the Edward Bryne Memorial Justice Assistance Grant Program with the Board of State Community Corrections; and

Authorizing the Clerk of the Board to sign the budget appropriation and transfer form.

(4/5 vote required)

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

B 8

C. Administration – Rebecca Campbell/Kyria Martinez

Public Works – Kevin McAlister/Dominic Tyburski

Consider authorizing the County Administrative Officer to sign the United States Department of Agriculture Community Facilities Pre-Application Certification for a Kettleman City Project.

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



B 9

D. Department of Public Health – Edward Hill/Nancy Gerking

1. Consider waiving the second reading and adopting the amendment to Article III, Chapter 2, Section 2-42 of the Kings County Code of Ordinances relating to the First Five Kings County Children and Families Commission.

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

2. Consider authorizing out of state travel for Family Resource Coordinator, America Blancaz, to attend the Foundational and Model Implementation Training for the Parents as Teachers program in San Antonio, Texas from November 10, 2019 to November 16, 2019.

ITEM WAS PULLED AFTER A REQUEST BY THE DEPARTMENT

3. Consider authorizing the Public Health Director to retroactively sign the Memoranda of Understanding for the term July 1, 2019 to June 30, 2021 with Dr. Zorn to serve as the Medical Therapy Unit Conference Team Physician.

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

VII. B 10

E. Board Member Announcements or Reports

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

Supervisor Pedersen stated that he attended the Hanford Christian School fundraiser on October 19, 2019.

Supervisor Verboon stated that he attended the Groundwater Sustainability Plan town hall meeting in Lemoore on October 15, 2019, attended the Delta View Water Association meeting on October 16, 2019 and attended the South Fork Kings Groundwater Sustainability Plan on October 17, 2019.

Supervisor Valle invited everyone to attend the Corcoran Police Department grand opening on October 26, 2019 and asked the Board for direction to allow staff to work with the Home Garden Community Services District regarding the State asking for money back for the Home Garden Community Park grant. The Board discussed the request and by consensus approved staff to look at the letter and speak with the Home Garden Community Services District staff.

Supervisor Fagundes stated that he attended the Commission on Aging meeting and a Kings Community Action Organization meeting on October 16, 2019.

Supervisor Neves stated that he attended the Rock the Purple luncheon, the ribbon cutting for the new Central California Blood Center in Visalia and the Avenal Fish Fry on October 15, 2019, announced volleyball at West Hills College on October 16 & 18, 2019, attended CalViva meetings in Fresno and announced football at Lemoore High School on October 17, 2019, attended the Class of 1974 reunion at Tachi Palace on October 19, 2019 and attended the Kings County Homeless Collaborative meeting on October 21, 2019.

◆ Board Correspondence: **None**

◆ Upcoming Events: **Rebecca Campbell stated that the Pink Passion Picnic will be held on October 23, 2019 at the Hanford Civic Auditorium at 11:30 a.m., the Kings Economic Development Corporation Annual meeting will be held on October 24, 2019 at Fialho's Hanger in Lemoore, the San Joaquin Valley Regional Association of California Counties conference hosted by Stanislaus County will be held on October 24-25, 2019 in Modesto, the Salvation Army 2nd annual Red Kettle Kick-Off dinner will be held on October 25, 2019 in Hanford, the Kings County Grand Jury Open House Festa will be held on October 30, 2019 in Lemoore.**



- ◆ Information on Future Agenda Items: **Rebecca Campbell stated that the following items would be on a future agenda: Child Support Plan of Cooperation with Kings County Superior Court, Human Resources Employee Services Awards, Administration California State Association of Counties appointments, Administration Jail Medical Provider Contract extension, Agricultural Commissioner Office Cooperative agreement with California Department of Food & Agriculture for the County's Pink Bollworm Cotton Plowdown, Fire Department out of state travel, Administration SB 81 round two juvenile center remodel project – plans, specifications and advertising, Administration study session on policies and powers of the Board of Supervisors regarding water, Administration State Water project contract extension, Administration appointment to the Kings County Planning Commission, Administration public safety realignment plan.**

PUBLIC HEARING

VIII. B 11

F. Community Development Agency – Greg Gatzka/Kao Nou Yang

Hold a public hearing and consider implementation of Section 51244(b), which allows for the 10% reduction in the Williamson Act and Farmland Security Zone Contract terms. If the Board adopts implementation of Section 51244(b), the following actions are also required:

- a. Determine that the State funded less than one-half (1/2) of Kings County's actual forgone property tax revenues in the prior fiscal year (FY 2018/2019); and
- b. State that landowners may choose to not participate in implementation of Section 51244(b) by serving a notice of non-renewal within 90 days of the date of notice of the opportunity to prevent the modification and re-evaluation of contracts authorized by Section 51244(b) or before February 1, 2020; and
- c. Amend the County's Land Conservation Act Program Procedures by extending the deadline for landowners to file notices of non-renewal for calendar year 2019 to February 1, 2020; and
- d. Adopt a resolution authorizing implementation of Section 51244(b). **[Reso 19-075]**

Supervisor Neves opened the public hearing, testimony was received from Tom Piers and the hearing was closed. ACTION: APPROVED AS PRESENTED (RF/DV/RV/CP/JN-Aye)

IX. B 12

G. CLOSED SESSION

- ◆ **Personnel Matters: [Govt. Code Section 54957]**
Public Employment
Title: Director of Child Support Services
- ◆ **Deciding to initiate litigation/Significant exposure to litigation.** 1 case [Govt. Code Section 54956.9(d)(2),(d)(4), (e)(2)]
- ◆ **Deciding to initiate litigation.** 1 case [Govt. Code Section 54956.9(d)(4)]
- ◆ **Conference with Labor Negotiator/Meet and Confer: [Govt. Code Section 54957.6]**
Negotiators: Rebecca Campbell, Roger Bradley, Leslie McCormick Wilson, Henie Ring, Che Johnson of Liebert Cassidy Whitmore
 - Detention Deputy's Association
 - Prosecutors' Association
 - Management
 - General - CLOCEA
 - Supervisors - CLOCEA
 - Blue Collar - SEIU
 - Firefighter's Association
 - Deputy Sheriff's Association
 - Probation Officer's Association

REPORT OUT: Lee Burdick, County Counsel reported that the Board took no reportable action in closed session today.



- X. **B 13** **H. ADJOURNMENT**
 The next regularly scheduled meeting will be held on Tuesday, October 29, 2019, at 9:00 a.m.
- XI. **11:00 AM** **I. CALIFORNIA PUBLIC FINANCE AUTHORITY - REGULAR MEETING CANCELLED**
- XII. **1:30 PM** **J. KINGS COUNTY HOUSING AUTHORITY BOARD OF DIRECTORS - REGULAR MEETING**
- XIII. **2:00 PM** **K. KINGS IN HOME SUPPORTIVE SERVICES BOARD OF DIRECTORS - REGULAR MEETING**

FUTURE MEETINGS AND EVENTS

October 29	9:00 AM	Regular Meeting
October 29	T.B.D.	Judging for County Office Halloween Decoration Contest (After Meeting)
October 31	3:00 PM	County Employee Halloween Costume judging contest
November 5	9:00 AM	Regular Meeting
November 5	11:00 AM	California Public Finance Authority Regular Meeting
November 11	--	Offices closed in observance of Veterans Day
November 12	--	Regular meeting cancelled in observance of Veterans Day – November 11, 2019
November 19	9:00 AM	Regular Meeting
November 19	11:00 AM	California Public Finance Authority 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 October 29, 2019

SUBMITTED BY: Agriculture Department – Jimmy Hook/Lynda Schrupf

SUBJECT: COOPERATIVE AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE FOR THE COUNTY'S PINK BOLLWORM COTTON PLOWDOWN AND HOST FREE MONITORING PROGRAM

SUMMARY:

Overview:

The Agricultural Commissioner–Sealer provides services in cooperation with the California Department of Food and Agriculture (CDFA) to enforce the Pink Bollworm Cotton Plowdown and Host Free Monitoring Program. This cooperative agreement continues the County's enforcement of the program from Kings County Agreement Number 18-0493-000-SA, which expired March 31, 2019.

Recommendation:

Approve a Cooperative Agreement with the California Department of Food and Agriculture for the County's Pink Bollworm Cotton Plowdown and Host Free Monitoring Program.

Fiscal Impact:

Revenue of \$17,715 for this program are included in the Fiscal Year 2019-2020 Adopted Budget, in Budget Unit 260000, Account 81512000 (State Aid-Agriculture).

BACKGROUND:

The agreement is for the County's enforcement of the cotton plowdown and monitoring of the host free period. The County will survey all cotton growing areas in the County for compliance with cotton plowdown regulations, and will monitor the host free period for cotton from December 20, 2019 through March 10, 2020. The term of this cooperative agreement is from November 1, 2019 through March 31, 2020.

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

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

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

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.

**COOPERATIVE AGREEMENT
SIGNATURE PAGE**

AGREEMENT NUMBER
19-0750-000-SA

- This Agreement is entered into between the State Agency and the Recipient named below:
STATE AGENCY'S NAME
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)
RECIPIENT'S NAME
COUNTY OF KINGS
- The Agreement Term is: November 1, 2019 through March 31, 2020
- The maximum amount of this Agreement is: \$17,715.00
- The parties agree to comply with the terms and conditions of the following exhibits and attachments which are by this reference made a part of the Agreement:

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

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

RECIPIENT

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

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

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

STATE OF CALIFORNIA

AGENCY NAME
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY (Authorized Signature)

DATE SIGNED (Do not type)

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

ADDRESS
1220 N STREET, ROOM 120
SACRAMENTO, CA 95814

EXHIBIT A

RECIPIENT AND PROJECT INFORMATION

1. CDFA hereby awards an Agreement to the Recipient for the project described herein:
 Survey all cotton growing areas in the county to enforce plowdown and host-free compliance to cotton growers and enforce any special permits issued by the Secretary, which are relevant to plowdown compliance and/or the host-free period according to provisions of the California Food and Agricultural Code, Sections 5404, 5552, 5553, 5781 through 5784, 5786 and Title 3, California Code of Regulation (CCR) Sections 3590 and 3595; and Title 3, CCR, Section 3154.

Project Title: Pink Bollworm Cotton Plowdown and Host-free Period Monitoring Program

2. The Managers for this Agreement are:

FOR CDFA:		FOR RECIPIENT:	
Name:	Larry Olagues	Name:	Jimmy Hook
Division/Branch:	PHPPS/INTEGRATED PEST CONTROL	Organization:	COUNTY OF KINGS
Address:	2800 Gateway Oaks Drive	Address:	680 N Campus Drive, Suite B
City/State/Zip:	Sacramento, CA 95833	City/State/Zip:	Hanford, CA 93230-5923
Phone:	661-395-2914	Phone:	559-852-2830
Email Address:	larry.olagues@cdfa.ca.gov	Email Address:	jimmy.hook@co.kings.ca.us

3. The Grant Administrative Contacts for this Agreement are:

FOR CDFA:		FOR RECIPIENT:	
Name:	Marc Yee	Name:	
Division/Branch:	PHPPS/INTEGRATED PEST CONTROL	Organization:	
Address:	2800 Gateway Oaks Drive	Address:	
City/State/Zip:	Sacramento, CA 95833	City/State/Zip:	
Phone:	916-738-6741	Phone:	
Email Address:	marc.yee@cdfa.ca.gov	Email Address:	

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

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

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

This award does does not support R&D.

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

EXHIBIT B

GENERAL TERMS AND CONDITIONS

1. **Approval**

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

2. **Assignment**

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

3. **Governing Law**

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

4. **State and Federal Law**

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

5. **Recipient Commitments**

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

6. **Performance and Assurances**

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

7. **Mutual Liability**

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

8. **Unenforceable Provision**

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

9. **Contractors/Consultants**

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

10. **Non-Discrimination Clause**

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

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

11. Excise Tax

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

12. Disputes

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

13. Right to Terminate

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

14. Termination for Cause

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

15. Force Majeure

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

16. Suspension of Payments

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

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

17. Breach Provisions

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

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

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

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

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

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

18. Publicity and Acknowledgement

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

19. News Releases/Public Conferences

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

20. Scope of Work and Budget Changes

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

21. Reporting Requirements

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

22. Equipment

Purchase of equipment not included in the approved Budget requires prior approval. The Recipient must comply with applicable state requirements regarding the use, maintenance, disposition, and reporting of equipment as contained in CCR, Title 3, Division 1, Chapter 5, Sections 303, 311, 324.1 and 324.2.

23. Closeout

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

24. Confidential and Public Records

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

25. Property Damage Claims Process

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

26. Amendments

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

EXHIBIT C

PAYMENT AND BUDGET PROVISIONS

1. Invoicing and Payment

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

2. Allowable Expenses and Fiscal Documentation

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

3. Prompt Payment Clause

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

4. Budget Contingency Clause

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

} Jimmy Hook, Ag. Commissioner
} 680 N. Campus Drive, Suite B
} Hanford, CA 93230-5923
} (559) 852-2830

Scope of Work
Kings County Agricultural Commissioner
Pink Bollworm Cotton Plowdown and Host-free Period Monitoring Program
Fiscal Year 19/20. Grant Term: 11/01/19 through 03/31/20

AGENCY RESPONSIBILITY

Section 1. California Department of Food and Agriculture (CDFA), Pink Bollworm (PBW) Program will:

- A. Provide cotton acreage maps describing the location of known cotton fields to aid in plowdown/host-free period compliance monitoring by November 15, for Districts 2, 3, and 4, San Joaquin Valley (SJV) or the County Agricultural Commissioner (CAC) can utilize their computerized pesticide use report registration data for determining field location.**
- B. Provide the cotton acreage figures as the basis for the established \$0.18 per acre funding level for their program. Acreage figures will be provided by the CDFA as determined by the PBW mapping program.**
- C. Provide technical assistance and training to CAC's office personnel, as requested, on how to achieve and maintain the cotton host-free period.**
- D. Provide a list of current year and prior year PBW native find sites by county, township-range and section to the CAC.**
- E. In the SJV, monitor all cotton fields in each county in which native PBW life forms have been found during the current cotton-growing season.**
- F. When feasible, conduct quality control checks on host-free period program. Contact person: Larry Olagues, Agricultural Pest Control Supervisor, CDFA, 5100 Douglas Ave., Shafter, CA 93263, Phone (661) 395-2914, Fax (661) 399-1601.**

Section 2. The County Agricultural Commissioner will:

- A. Survey all cotton growing areas in his or her county and enforce plowdown and host-free compliance according to provisions of the California Food and Agricultural Code, sections 5404, 5552, 5553, 5781 through 5784, 5786 and Title 3, California code of Regulation (CCR), sections 3590 and 3595. Plus enforce any Special Permits issued by the Secretary under Title 3, CCR, Section 3154, which are relevant to plowdown compliance and/or the host-free period.**
- B. Reporting Requirements: Within 15 days after the plowdown date for each respective district, make a report to the CDFA, PBW Program, on the status of plowdown compliance in each county. Continue to submit monthly reports on the status of plowdown compliance and maintenance of the host-free period intervals until the cotton planting dates have been reached. Information on all fields not in compliance or under action and any penalties or fines levied should be included in the monthly reports.**

A final status report will be submitted with the invoice for a lump-sum payment.

**KINGS COUNTY
AGRICULTURAL COMMISSIONER**

**Pink Bollworm Program
Cotton Plowdown & Host-free Monitoring**

Fiscal Year 2019/2020

**Grant Term:
November 1, 2019 through March 31, 2020**

FISCAL DISPLAY / BUDGET SHEET

<u>Cotton Acreage</u>	<u>Cost Per Acre</u>	<u>* Amount</u>
98,415	\$0.18	\$ 17,715.00

*Amount Rounded



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM October 29, 2019

SUBMITTED BY: Child Support Services – Kimberlee Eggert

SUBJECT: PLAN OF COOPERATION BETWEEN THE KINGS COUNTY SUPERIOR COURT AND THE DEPARTMENT OF CHLD SUPPORT SERVICES

SUMMARY:

Overview:

The Kings County Department of Child Support Services is requesting to enter into a two year Plan of Cooperation (POC) with the Kings County Superior Court of the State of California. This plan outlines the responsibilities of both parties for securing financial support for minor children, primarily in the timely processing of court documents and orders.

Recommendation:

Approve the Plan of Cooperation with the Kings County Superior Court for securing financial support for minor children, and authorize the Assistant Director of Child Support Services to sign the Plan of Cooperation.

Fiscal Impact:

The Department of Child Support Services is 100% funded by State (34%) and Federal (66%) governments. As a result, there will be no impact to County General Fund with this action.

BACKGROUND:

The Plan of Cooperation with the Kings County Superior Court of the State of California was established to outline the responsibilities and guidelines for securing child support for minor children. The primary role of the Court in this POC is to provide a timely processing of Child Support documents and orders. There are Child Support Guideline timeframes that the Court must adhere to. These guidelines are fully outlined in the POC. The POC is necessary in order to provide a smooth flow of court documents between the Courts and the Department of Child Support Services.

(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

PLAN OF COOPERATION BETWEEN THE KINGS COUNTY SUPERIOR COURT AND THE DEPARTMENT OF CHLD SUPPORT SERVICES

October 29, 2019

Page 2 of 2

The POC between the Kings County Superior Court of the State of California and the Kings County Department of Child Support Services will be effective for a two year period becoming effective upon signing, and ending on September 30, 2021.

Staff respectfully requests that your Board approve the Plan of Cooperation, and authorize that it be signed by Kimberlee Eggert, Assistant Director of Child Support Services.

The Plan of Cooperation has been reviewed and approved as to form by County Counsel.

MODEL LANGUAGE
PLAN OF COOPERATION

BETWEEN
LOCAL CHILD SUPPORT AGENCY
AND LOCAL COURT

PLAN OF COOPERATION
Between
LCSA AND COURT

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PLAN OF COOPERATION
Between
LCSA AND COURT

1. PURPOSE

Assembly Bill 1058 (AB 1058), signed in 1996, established the Child Support Commissioner and Family Law Facilitator Program. The purpose of this legislatively mandated statewide program is to provide a cost-effective, expedited, and accessible process in the courts for establishing and enforcing child support orders in cases being enforced by local child support agencies. This mandate requires each superior court to have a child support commissioner to hear Title IV-D child support cases and to maintain an Office of the Family Law Facilitator to assist self-represented litigants. Title IV-D of the Social Security Act (42 U.S.C. § 601 et seq.) provides that each state shall establish and enforce support orders when public assistance has been expended or upon request for services by a parent.

AB 1058 provided for streamlined procedures in the courts and dedicated child support staff. The two (2) major elements of the AB 1058 Program are the Child Support Commissioner (CSC) component, and the Family Law Facilitator (FLF) component which were established in each court.

The purpose of this Plan of Cooperation (POC) is to describe the distinct roles and responsibilities to be performed by the local child support agency and the local court as each entity complies with its respective duties under Family Code sections 4250 - 4253 and 10000 – 10015, collectively also known as the AB 1058 Program.

This POC in no way shall abridge or infringe on the separate role of the court in exercising its duties over the application of the law in matters put before the court in individual cases. However, each party agrees to comply with Title IV-D and all implementing federal and state regulations and requirements promulgated thereunder.

2. AUTHORITY

The authority for the parties to enter into this POC is 42 USC § 654(7), 45 CFR § 302.34 and 45 CFR § 303.107.

This POC is entered into by and between the Kings County Department of Child Support Services (LCSA) and the Kings County Superior Court of California (Court). LCSA and Court are hereinafter referred to collectively as the “Parties” and individually as “Party”.

This POC and any amendments must be approved by the Director of the California Department of Child Support Services (DCSS Director) pursuant to

PLAN OF COOPERATION
Between
LCSA AND COURT

Family Code § 17304(b) and (c) and will be approved as to form by the Director of the Center for Families, Children and the Courts.

Each Party shall appoint a person to serve as the official contact and coordinator of the activities of each Party in carrying out this POC. In the event of a change of contact person, the Party shall promptly notify the other Party of the new contact. The initial appointees of each Party are:

Court:
Michelle Martinez
1640 Kings County Drive
Hanford, CA 93230

LCSA:
Kimberlee Eggert
312 W. 7th Street, Suite 201
Hanford, CA 93230

3. STANDARDS FOR PERFORMANCE

Pursuant to 45 CFR § 303.107(b) and 45 CFR § 305.63, and upon adequate grant funding sufficient to meet staffing needs, the Parties to this POC agree to maintain an organizational structure and sufficient staff to maximize compliance with all Title IV-D performance standards, including time frames as defined in all relevant federal and state laws and regulations.

4. RESPONSIBILITIES

4.1. LCSA Responsibilities

The LCSA agrees to the following:

- 4.1.1. Contribute to maximizing compliance with case processing time frames established by all relevant federal and state laws and regulations by:
 - a. Promptly preparing the initial case and forwarding legal documents relating to the functions to be performed to the Court or other destinations as appropriate.
 - b. Monitoring and managing workflow to minimize intermittent backlogs and/or extraordinary increases in the volume of documents submitted to Court.

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Between
LCSA AND COURT

- 4.1.2. Prepare and file legal documents, electronically where available, with the court including but not limited to requests for entry of judgment, summonses, and proofs of service.
- 4.1.3. Track cases, and actions within cases, including maintaining records of documents forwarded to the Court and documents returned from the Court.
- 4.1.4. Request that all hearings for child support matters are calendared for hearing by the Court's Child Support Commissioner(s).
- 4.1.5. Prepare and submit orders and judgments for signature by the Court's Child Support Commissioner(s).
- 4.1.6. Send electronic versions of data to the Court for those documents that may be electronically filed (e-filed).
- 4.1.7. Assist, where appropriate, the Family Law Facilitator in providing education and training regarding the Title IV-D child support program.

4.2. Court Responsibilities

- 4.2.1. Oversee the selection and appointment of the Court's Child Support Commissioner(s) and Family Law Facilitators. Supervise the Court's Child Support Commissioner(s).
- 4.2.2. Title IV-D child support actions brought before the Court's Child Support Commissioner(s) have priority over other case types pursuant to Family Code section 4252.
- 4.2.3. To the extent permissible by law, Family Code § 7643, and California Rule of Court 2.540, provide LCSA with electronic access to confidential and public records for child and spousal support, parentage, dissolution, legal separation, nullity of marriage, child custody proceedings, and domestic violence prevention proceedings.
- 4.2.4. Work with the local child support agency to develop and implement filing and processing standards for all documents filed with the Court by the LCSA in Title IV-D cases, including electronic filing where available.

The time processing standard should not exceed ten (10) Court days or immediately upon request for a specific filing in exceptional circumstances with adequate notice to the Court and a showing of urgency.

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Between
LCSA AND COURT

If the Court is unable to meet these timeframes due to circumstances beyond the Court's control, the Court will inform and work with the LCSA to develop a plan to ensure timely filing of child support documents to the extent possible based on the Court's level of grant funding to meet staffing needs.

- 4.2.5. Provide court calendar time to meet 42 USC section 666(a)(2), 45 CFR section 303.4, and Family Code section 17400(c) processing timeframes, specifically;
- a. That the Court assigns a hearing date within three (3) to five (5) Court days of the filing of moving papers that require a hearing unless a later date is requested by the LCSA or other party to the case.
 - b. The assigned Court dates shall not exceed sixty (60) calendar days from the date of the filing of the moving paper unless an extension is requested by the LCSA or Court.
 - c. If the Court is unable to meet these timeframes due to circumstances beyond the Court's control, the Court will inform and work with the LCSA to develop a plan to ensure more timely hearings in child support cases to the extent possible based on the Court's level of grant funding to meet staffing needs.
- 4.2.6. Ensure that the Court's Child Support Commissioner(s), Family Law Facilitators, and support staff, including clerical staff, as appropriate, complete appropriate training as prescribed by the Judicial Council of California. Such training shall include but not be limited to the Child Support Enforcement (CSE) Guideline Calculator practices.
- 4.2.7. Ensure that Court's Child Support Commissioner(s) fully comply with Family Code sections 4056 and 4065 and California Rule of Court 5.260(b) by entering explanations for deviations from guideline calculations into the case record.
- 4.2.8. Court shall refer all Title IV-D actions or proceedings filed by any party or attorney other than the LCSA to a Child Support Commissioner unless the Child Support Commissioner is not available due to exceptional circumstances, as prescribed by California Rule of Court 5.305.

4.3 Mutual Responsibilities

Both the LCSA and Court agree to:

PLAN OF COOPERATION
Between
LCSA AND COURT

- 4.3.1. Collaborate and coordinate with one another to maximize compliance with all Title IV-D/1058 program operations. Coordination shall include prompt notification of any planned or implemented changes in case processing operations including the reassignment of courtrooms, changes in court calendar times, relocations of courtrooms within the county, limiting courtroom and commissioner availability, availability of dedicated meet and confer space for Title IV-D Program participants, and changes to the ability of the court to accommodate automation and internet connectivity.
- 4.3.2. The Court and LCSA shall meet periodically, but no less than quarterly, to discuss procedural, performance, and processing issues of mutual interest and concern that may arise in connection with this POC and the handling of Title IV-D cases, including, but not limited to, automation issues, processing cases within federal and state timeframes, processing cases in accordance with procedures mandated by federal and state laws, federal and state regulations, and statewide rules of court..

In addition to the Court Executive Officer or designee(s), these meetings may include representatives from the Court, including but not limited to the Child Support Commissioner(s), Court Clerks, and court operations, as well as representatives from the LCSA. These meetings may also include, but are not required to include, the Family Law Facilitator, the private bar, defense counsel, representatives of other County of Kings departments, members of the public and others, as appropriate, on either an ad hoc or regular basis.

- 4.3.3. Every reasonable effort shall be made to avoid a blanket preemptory challenge of the Court's Child Support Commissioner(s) by the LCSA. Prior to the LCSA exercising a blanket challenge, at least one meet-and-confer session shall be convened in an attempt to resolve the issues giving rise to the possible blanket preemptory challenge.

Such session shall, at a minimum, include a representative of the LCSA and the Court's Presiding Judge or designee.

If appropriate, the representatives of the Court's Executive Office, other county departments, the Judicial Council, the California Department of Child Support Services, and others may be invited to participate in one or more of the meet-and-confer sessions.

5. E-FILING

- 5.1. E-filing is the bi-directional file exchange of legal document data between the Court's Case Management System and the DCSS system of record.

PLAN OF COOPERATION
Between
LCSA AND COURT

- 5.2. Both Parties will support the expansion of e-filing and require the Court to meet with the California Department of Child Support Services, the Court's Case Management System vendor, and the LCSA regularly during implementation, conversion, or expansion.
- 5.3. Both Parties realize benefits from e-filing including reduced staffing, reduced potential for document errors, reduced time for filing legal documents, elimination of misdirection or routing of documents, and reduced need to scan documents.
- 5.4. Should the Court transition onto a new Case Management System that includes implementation of a family law case type, the Court will work with DCSS and the LCSA to clarify current and future e-filing business practices. The Case Management System must be capable of electronically sending, receiving, filing, stamping, imaging, and returning legal documents. The Case Management System must have the ability to file exchange all mutually agreed upon form sets.

Documents should be processed within ten (10) business days of receipt by the Court unless circumstances not under the Court's control require additional time.

6. FINANCIAL ARRANGEMENTS

6.1. Direct or Indirect Costs paid in DCSS/JCC Contract

Direct and indirect costs incurred by the Court in performance of Title IV-D activities or services, including but not limited to, the provision of IV-D Commissioner(s) and Family Law Facilitators, are already funded under the contract between the California Department of Child Support Services and the Judicial Council of California. **No direct or indirect costs for services or supplies may be claimed or paid under this POC. Government Code section 6103.9 only allows for the Court to claim these costs through their contract(s) with the Judicial Council of California, not through this POC with the LCSA.**

6.2 Exemption from Fees and Reimbursements for Services

Parties acknowledge that the LCSA is exempt from payment of any fees or reimbursements for services in any action or proceeding brought for the establishment of paternity or a child support obligation, or the enforcement

PLAN OF COOPERATION
Between
LCSA AND COURT

of a child, medical or spousal support obligation including, but not limited to:

- Fees for providing certified or non-certified copies of documents; and,
- Filing fees.

6.3. Audit & Inspection – Reimbursement for Federal Penalties

Each Party shall permit the authorized representative of the other Party, the Judicial Council of California, DCSS, or other appropriate state or federal audit agencies, to inspect and/or audit, at any reasonable time, all data and records relating to case processing, and billing to the state under this POC.

Each Party accepts responsibility for receiving, replying to, and/or complying with any audit by appropriate federal and state audit agencies that directly relate to the services to be performed under this POC. In addition, the Parties agree to reimburse the Department of Child Support Services the amount of the Department of Child Support Services' liability to the federal government that results from each Party's failure to perform the service or comply with the conditions required by this POC and identified by said audit.

6.4. Corrective Action Plan

Should either Party to this POC be found deficient in any aspect of performance under this POC, or should either Party to this POC fail to perform to the agreed-upon performance standards, the deficient party will have the responsibility of submitting a proposed corrective action plan to the auditor and the Judicial Council identifying the deficiency. The corrective action plan shall identify specific actions to be taken to correct the deficient performance and shall be submitted within forty-five (45) calendar days after notification of deficiencies by the auditor.

The Party whose performance has been identified as deficient shall implement the corrective actions proposed in the Corrective Action Plan within thirty (30) calendar days of approval of the Corrective Action Plan by the auditor unless otherwise agreed to in writing by the Parties. Failure to implement corrective actions within thirty (30) calendar days from auditor approval of the Corrective Action Plan shall constitute breach of the POC.

PLAN OF COOPERATION
Between
LCSA AND COURT

7. RECORDS MAINTENANCE & SAFEGUARDING

7.1. Maintain Adequate Records

All records and documentation shall be maintained in accordance with federal and state requirements. The Court and LCSA shall maintain full and accurate records with respect to all matters covered under this POC.

The Court shall maintain the original documents filed with the court by any party in a case under Title IV-D. Original documents may be maintained by the Court in electronic form.

7.2. Information Security and Data Protection

The Parties are responsible for safeguarding all information in accordance with all applicable federal and state laws and regulations, particularly Family Code § 17212, Welfare & Institutions Code § 11478.1, 26 USC section 6103, 42 USC section 654(26), Title 22 CFR section 111430 – 111440, and IRS Publication 1075.

7.2.1. Federal Tax Information

In performance of this POC, the LCSA will take all appropriate actions to ensure that the Court will not be given access to federal tax information or FTI, unless otherwise authorized by statute. However, inadvertent or incidental access to FTI may still occur. It is incumbent upon both the LCSA and the Court to comply with and train its officers and employees of the provisions of IRC sections 7213 and 7213A, Unauthorized Disclosure of Information, and IRC section 7431, Civil Damages for Unauthorized Disclosure of Returns and Return Information.

Willful unauthorized disclosure of returns and return information is a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five (5) years, or both, together with the costs of prosecution. Willful unauthorized disclosure of returns and return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are set forth at 26 CFR 301.6103(n)1.

California Rule of Court 1.201 governs who is responsible for redacting court documents.

PLAN OF COOPERATION
Between
LCSA AND COURT

Timely notification of an unauthorized disclosure of FTI is of the highest importance. The LCSA and the Court shall immediately conduct an internal investigation to determine if FTI was in fact disclosed without authorization. The Court and the LCSA shall immediately, but no later than twenty-four (24) hours after discovery of a possible unauthorized disclosure involving FTI, contact the California Department of Child Support Services as well as the local court Information Security Officer.

7.2.2. Notice of Security Breach

The Court shall notify California Department of Child Support Services Information Security Officer of any information security breach involving LCSA information, other than FTI, as soon as practicable; but no more than twenty-four (24) hours after discovery. The notification shall describe the incident in detail. The Court shall cooperate with California Department of Child Support Services Information Security Officer and LCSA in investigations of information security incidents.

Contact: (916) 464-5045 and/or info.security@dcss.ca.gov

The LCSA shall notify the Court of any information security breach involving non-public Court information related to this POC, as soon as practicable; but no more than twenty-four (24) hours after discovery. The notification shall describe the incident in detail. The LCSA shall cooperate with the Court and the Judicial Council of California in investigations of information security incidents.

7.2.3. Notify Officers and Employees of Penalties

It is incumbent upon the Court to inform its employees of the penalties for unauthorized disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to the Court by 5 U.S.C. 552a(m)(1), provides that any officer or employee of the Court, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor.

PLAN OF COOPERATION
Between
LCSA AND COURT

8. DURATION AND RENEWAL OF POC

The terms of this POC shall be effective upon signing of Parties and approval of DCSS and JCC, and shall end on September 30, 2021.

9. ENTIRE AGREEMENT

This POC constitutes the final, complete, and exclusive statement of the terms between the Parties pertaining to the subject matter of the POC and supersedes all prior POCs. Parties are not bound by any oral agreement which has not been reduced to writing herein. The Parties may attach and incorporate herein by reference an Attachment B to memorialize a specific local practice or other areas of common concern unique to the Parties. Any attachment to this POC is subject to the final approval of the Director of the Department of Child Support Services and the approval as to form by the Director of the Center for Families, Children and the Courts.

10. AMENDMENT

Amendments to this POC may be made by either Party to this POC. However, all amendments must be in writing, signed by the Parties and approved by the Director of California Department of Child Support Services and approved as to form by the Director of the Center for Families, Children and the Courts.

The Parties agree that if federal, state, and county funds for the program are or become insufficient for any reason including inadequate appropriation, budgetary reductions, reallocations, etc.; this POC shall be amended to the extent feasible to reflect the reduction in funding, otherwise it shall be of no further force and effect. Before this POC may be amended or terminated for insufficiency of funding, both Parties shall meet and confer with the California DCSS Director and Director of the Center for Families, Children and the Courts to discuss amendment alternatives as described in the Paragraph 11 "Dispute Resolution."

Any provision of this POC which conflicts with new or revised state and federal laws, regulations, court rules, and requirements shall be deemed amended to conform with the new or revised federal and state laws, regulations, court rules, and requirements.

PLAN OF COOPERATION
Between
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11. DISPUTE RESOLUTION

In the event of any dispute arising out of or relating to this POC, the Parties shall attempt, in good faith, to promptly resolve the dispute. If the dispute cannot be resolved by their mutual agreement, the dispute shall be elevated to the Court Executive Officer or designee, Director of the California Department of Child Support Services and the Judicial Council's AB 1058 Program Manager to resolve the issue.

The Parties shall, without delay, continue to perform their respective obligations under this POC whether or not affected by the dispute.

12. TERMINATION

Either Party may terminate this POC, after giving the other Party ninety (90) days written notice of the intent to terminate and only after all attempts to resolve any and all disputes have been exhausted as described above in Paragraph 11.

In the event of termination of this POC, both Parties shall prepare a mutually agreed upon a Plan of Termination of Services so as to minimize disruption of services to the Title IV-D program services and allow the LCSA to seek replacement court services. In addition, the Parties will continue to carry out the duties and responsibilities described herein until the operational date or agreed upon date of termination in the Plan of Termination of Services.

13. SEVERABILITY

If any term of this POC is inconsistent with any applicable law, regulation, rule or policy, then that part of the POC shall be invalid and the unaffected parts shall remain in full force and effect.

If any provision of this POC is held by a court to be invalid, void or unenforceable, the remaining provisions shall continue in full force and effect without being impaired or invalidated.

14. COUNTERPARTS

This POC may be signed in two or more counterparts. When at least one such counterpart has been signed by each Party approved by the Director of the California Department of Child Support Services and approved as to form by the Director of the Center for Families, Children and the Courts, this POC shall be

PLAN OF COOPERATION
Between
LCSA AND COURT

deemed to have been fully executed. Each counterpart shall be deemed to be an original, and all counterparts shall be deemed to be one and the same POC.

15. AUTHORIZATION

We the undersigned, as authorized representatives of the County of Kings Department of Child Support Services and the Superior Court of California, County of Kings, do hereby approve and enter into this POC for the services described in this document. In performance of the provisions of this POC, the Parties agree to comply with Title IV-D and all federal and state laws, regulations, policies and directives.

Kimberlee Eggert, Assistant Director

Child Support Services Department
County of Kings

Michelle Martinez,
Executive Officer & Clerk of the Court
Superior Court of California
County of Kings

Approved:

Approved as to form:

DAVID KILGORE, Director
California Department of
Child Support Services

CHARLENE DEPNER, Director
Center for Families, and the
Judicial Council of California



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM October 29, 2019

SUBMITTED BY: Fire Department – Clay Smith/Rick Levy

SUBJECT: OUT OF STATE TRAVEL

SUMMARY:

Overview:

The Fire Department's Fire Investigations Unit is seeking authorization for Fire Captains Daniel Aaron Parreira and Matthew San Filippo to attend the New Fire and Arson Investigator Academy in Las Vegas, Nevada from December 9-13, 2019.

Recommendation:

Authorize the out-of-state travel request for Fire Captains Daniel Aaron Parreira and Matthew San Filippo to attend the New Fire and Arson Investigator Academy in Las Vegas, Nevada from December 9-13, 2019.

Fiscal Impact:

The cost of registration is \$550 per person. All costs including academy registration, per diem, and hotel registration is estimated to cost the Fire Fund approximately \$3,026.

BACKGROUND:

The New Fire and Arson Investigator Academy is hosted by the Public Agency Training Council. The New Fire and Arson Investigator Academy is not offered in California. The New Fire and Arson Investigator Academy will encompass state of the art investigation methods, including updated investigation practices with respect to validity and lawfulness. Upon completion of the New Fire and Arson Investigator Academy, the trained Fire Department's Fire Investigations Unit personnel will be able to expand and utilize their specialized training and experience on technical fire investigations and perform best practices for arson investigations during the course of their duties as assigned.

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

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

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM October 29, 2019

SUBMITTED BY: Fire Department – Clay Smith/Ivy Webb

SUBJECT: AGREEMENT FOR TEMPORARY TRANSFER OF VEHICULAR EQUIPMENT

SUMMARY:

Overview:

The State of California Governor’s Office of Emergency Services (Cal OES) purchases fire apparatus and equipment for the purpose of responding to incidents in furtherance of the California Fire Service and Rescue Emergency Mutual Aid Plan. Cal OES assigns such fire apparatus and equipment to local jurisdictions throughout the State under written agreements to be staged for Cal OES purposes and for use by local jurisdictions to respond to all-risk events, emergency incidents, and civil defense and disaster purposes.

Recommendation:

Approve the retroactive Agreement with the State of California Governor’s Office of Emergency Services for a ten-year temporary assignment of a fire apparatus and vehicular equipment.

Fiscal Impact:

The Fire Department is responsible for routine and scheduled maintenance of the fire apparatus. Repairs to the extent of \$100 for each individual item of repair shall be the responsibility of the Fire Department; however, repairs that exceed \$100 for each individual item shall be the responsibility of Cal OES on a \$100 deductible basis. Replacement of hose, batteries and tires shall be the responsibility of Cal OES.

BACKGROUND:

The Fire Department currently possesses Cal OES Engine 373, which was assigned to the Fire Department by Cal OES and approved by the Board in March 2013.

(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 FOR TEMPORARY TRANSFER OF VEHICULAR EQUIPMENT

October 29, 2019

Page 2 of 2

Cal OES Engine 373 was determined to have several manufacturing defects affecting its safety, value and utility. Cal OES is requesting to reassume custody of Cal OES Engine 373 and temporarily transfer Cal OES Engine 320 to the Fire Department. The Fire Department will maintain custody of Cal OES Engine 320 for the period commencing October 28, 2019. The term of the Agreement shall be for ten (10) years unless terminated pursuant to the terms of the Agreement.

A copy of the Agreement is on file with the Clerk of the Board. The Agreement has been reviewed and approved as to form by County Counsel.

**AGREEMENT FOR
TEMPORARY ASSIGNMENT OF VEHICULAR EQUIPMENT**

THIS AGREEMENT, entered into this 28th day of October, 2019 by and between the Governor's Office of Emergency Services, hereinafter "**CAL OES**" acting by and between its duly appointed and qualified Director of the Governor's Office of Emergency Services and the Kings County Fire Department, acting by and through its duly appointed, qualified and acting officers, hereinafter called "**ASSIGNEE**."

WITNESSETH:

WHEREAS, the State of California has purchased fire apparatus and equipment for the purpose of responding to incidents in furtherance of the California Fire Service and Rescue Emergency Mutual Aid Plan; and

WHEREAS, Cal OES is authorized to assign these fire apparatus and equipment to local jurisdictions throughout the State under written agreements to be staged for Cal OES purposes and for use by local jurisdictions for the purposes described below; now, therefore,

IT IS HEREBY MUTUALLY AGREED between the parties hereto as follows:

1. **ASSIGNMENT.** **CAL OES** hereby transfers possession to **ASSIGNEE** and **ASSIGNEE** hereby accepts possession from **CAL OES** of the fire apparatus and equipment listed on the attached Exhibit "A" which is by this reference made a part hereof, for the period commencing October 28, 2019, for the following all-risk events, emergency incidents, civil defense and disaster purposes, namely:

Mutual aid, multiple alarm events and emergency incidents, emergency incidents threatening properties vital to national defense or important military installations, parades and displays, training of regular, volunteer and auxiliary firefighters and temporary standby for **ASSIGNEE's** regular apparatus and the regular apparatus of other departments while out of service for repairs.

- a. Vehicle Description: 2005 HME/Westates #18
Vehicle Designation: 320
Vehicle License Number: 1230667
Vehicle Identification Number: 44KFT42835WZ20554
Value of Vehicle: \$265,000.00
Value of Hose and Appliances: \$10,000.00

b. Equipment inventories (Exhibit "A") may by mutual concurrence of the **CAL OES** and **ASSIGNEE** be changed during the term of this Agreement, utilizing property accountability procedures established or approved by the State.

2. **TERM.** The term of this Agreement shall be for ten (10) years unless terminated pursuant to the terms of this Agreement.

3. **CONSIDERATION.** Consideration for this Agreement is the mutual benefit the parties will enjoy by having a fire apparatus locally available for use as provided in this Agreement.

4. HOUSING, MAINTENANCE, REPAIR, AND REPLACEMENT. During the term of this transfer, ASSIGNEE agrees to adequately house in an enclosed secure structure, staff, operate, maintain and repair (consistent with section 4b) said fire apparatus and equipment (hereinafter collectively referred to as "the Apparatus" except where it is desired to refer to equipment alone, in which case the term "Equipment" is used) at its sole cost and expense, except as otherwise expressly provided in this Agreement. ASSIGNEE also agrees to complete all reports and maintain records consistent with Section 14. Apparatus shall be housed on property of the ASSIGNEE in a manner to provide reasonable protection against inclement weather, sabotage, theft, or malicious damage. Apparatus shall be maintained in such condition that it is available for immediate emergency use, and at the same standard as other emergency apparatus operated by ASSIGNEE. Maintenance shall include care of hose, batteries, tires, appliances, lubrication and fuel, general cleaning and polishing, minor body repairs and periodic testing. Repairs shall include, without being limited to, motor tune-ups, pump repairs, transmission, differential and all running gear, brake and exhaust systems, cooling devices including radiator, pump packing, and equipment assigned to Apparatus.

a. Repairs to the extent of \$100.00 for each individual item of repair shall be the responsibility of ASSIGNEE.

b. Repairs to the extent that they exceed \$100.00 for each individual item of repair shall be the responsibility of CAL OES on a \$100.00 deductible basis, unless in the judgment of the CAL OES the need for repair results from misuse or negligence on the part of ASSIGNEE in the maintenance or use of the Apparatus, in which event the cost of each such item of repair above \$100.00 shall also be the responsibility of ASSIGNEE. In no event shall ASSIGNEE arrange for repairs costing over \$100.00 for any item of repair, whether it is the responsibility of CAL OES or ASSIGNEE, without first obtaining written authorization from the Cal OES Fire and Rescue Division.

c. Notwithstanding the foregoing, replacement of hose, batteries and tires shall be the responsibility of CAL OES, except to the extent CAL OES determines that the damage thereto is the result of negligence or misuse on the part of ASSIGNEE, in which event ASSIGNEE will bear such portion of the replacement cost thereof as the CAL OES deems equitable. Procurement of tires, hose and batteries is subject to State fiscal policies and procedures, and written approval must be obtained from the Cal OES Fire and Rescue Division prior to procurement.

d. Maintenance and repairs must be requested and authorized pursuant to the most recent version of the Cal OES Fire and Rescue Division Operations Bulletin #18, which is hereby incorporated into this Agreement by reference.

e. Repair or replacement of the Apparatus transferred hereunder which is consumed, lost, stolen, damaged or destroyed during mutual aid operations when CAL OES has dispatched or directed the dispatch of said Apparatus through Regional or Operational Area Fire and Rescue Coordinators, or when CAL OES has reassigned said Apparatus pursuant to the provisions of paragraph 11 of this Agreement, shall be the responsibility of CAL OES, providing that any such loss or damage shall be the responsibility of ASSIGNEE, if due to the negligence of ASSIGNEE. ASSIGNEE agrees that it will assume responsibility in full for the repair or replacement of Apparatus that has been consumed, lost, stolen, damaged or destroyed in

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operations ASSIGNEE has directed or controlled.

f. ASSIGNEE must request from CAL OES, in writing, permission to make any and all changes to assigned fire apparatus and equipment. Furthermore, ASSIGNEE will not make modifications, changes, adjustments, or additions, including decals or stickers, to Apparatus without prior written approval from CAL OES.

5. INSPECTION OF APPARATUS. ASSIGNEE agrees that representatives of the Cal OES Fire and Rescue Division and other authorized State personnel may inspect the Apparatus at any time.

6. STAFFING. Reasonable and continual training shall be carried on so that trained personnel shall at all times be available to staff and operate said Apparatus. The ASSIGNEE shall provide personnel to staff the assigned apparatus per FIREScope ICS standards. The Cal OES engine may be assigned to out of area assignments for up to 14 days, plus travel time. When local government personnel, staffing Cal OES Apparatus, are committed to extended assignments there may be a need to replace or rotate personnel. Personnel rotation will follow the direction outlined in the California Fire Assistance Agreement when assigned to an incident within California. Crew rotation for incidents outside of California shall be consistent with the appropriate forest's agencies policy and coordinated by Cal OES.

7. PERSONAL PROTECTIVE EQUIPMENT (PPE) AND SPECIALIZED EQUIPMENT. In addition to providing the standard complement of firefighting PPE, it shall be the ASSIGNEE'S responsibility to provide its personnel with all other PPE that may be required by NFPA 1901, other NFPA Standards, and California Title 8. This shall include, but not be limited to, one Traffic Vest (ANSI / ISEA 207) for each seating position. In addition, we recommend chainsaw chaps be provided. In addition, an automatic external defibrillator (AED) has been added to "Miscellaneous Equipment" in NFPA 1901. To provide consistency with the ASSIGNEE'S equipment, it shall be the ASSIGNEE'S responsibility to provide this device for use on the assigned engine.

8. TRAINING. Personnel assigned shall meet wildland fire and ICS standards established in the California Incident Command Certification System (CICCS) or NWCG 310-1, Wildlife Qualification System Guide (current edition). Personnel assigned to Cal OES Engine's shall meet Rescue System I standards as certified by the California State Fire Marshal, or have completed an equivalent course that meets or exceeds Rescue System I curriculum.

9. DISPATCHING. All movement of the Apparatus shall be handled through the official dispatching channels of ASSIGNEE. ASSIGNEE dispatchers will recognize and act on all official requests for movement of the Apparatus in conformance with the Fire and Rescue Annex (California Fire and Rescue Mutual Aid System) to the State Emergency Plan and its subsequent revisions. CAL OES reserves the right to dispatch, direct the dispatch of, or temporarily reassign the Apparatus whenever, in the opinion of the Director of Cal OES, his representatives or Operational Area and Regional Fire and Rescue Coordinators, such Apparatus is essential to the protection of life and property in another jurisdiction or in the best interest of the State.

10. MUTUAL AID RESPONSE. Procedures for mutual aid response shall be in accordance with California Fire Service and Rescue Emergency Mutual Aid Plan.

11. REIMBURSABLE RESPONSE. Reimbursement for mutual aid may be provided pursuant to a

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governor's disaster proclamation or when conditions warrant invoking the California Fire Assistance Agreement, the State of Nevada Cooperative Agreement, or the Interstate Compact as appropriate. There is no other existing provision for mutual aid reimbursement.

12. TEMPORARY USE. ASSIGNEE shall be permitted to use the Apparatus for temporary cover of fire stations when emergency conditions warrant, or when regular apparatus is out of service for repairs and a closer engine cannot cover the gap. In either case, the ASSIGNEE shall immediately notify the Operational Area Dispatch Center and the Cal OES Fire Duty Chief. The ASSIGNEE further agrees that Cover-in or Standby of said Apparatus exceeding 30 days is at the discretion of the CAL OES.

13. TEMPORARY TRANSFER.

a. A sub-assignment of the Apparatus or any portion thereof by ASSIGNEE for any period not exceeding seven consecutive days within a given Operational Area may be made with the consent of the Operational Area Fire and Rescue Coordinator and the CAL OES, providing that at the time such Apparatus is received, such Sub-Assignee furnish ASSIGNEE and CAL OES a letter to the effect that he assumes all obligations of ASSIGNEE with respect to such Apparatus under this Agreement during the period of assignment, including insurance coverage in accordance with Section 16 or 17, as appropriate. Any sub-assignment by ASSIGNEE for a period of more than seven consecutive days shall be subject to authorization by the CAL OES and execution of an "Agreement for the Temporary Transfer of Vehicular Equipment," with the agency requesting the transfer.

b. Whenever Apparatus is assigned in accordance with the provisions of this paragraph, regular ASSIGNEE shall be relieved of its obligations under this Agreement during such period of sub-assignment.

c. Complete a written Temporary Cal OES Apparatus Assignment Record, Exhibit "B". The ASSIGNEE will retain one copy, the Sub-Assignee will retain one copy, and one copy will be forwarded to the Cal OES Fire and Rescue Division.

14. REPORTS AND RECORDS. ASSIGNEE shall maintain daily and monthly reports on the details of Apparatus use on Cal OES F-101 Form. **A Smoke Opacity Test, Pump Test, Hose Test, and Ladder Test shall be the responsibility of ASSIGNEE and completed annually.** Written results of all tests and reports shall be forwarded to the Cal OES Fire and Rescue Division by the end of the calendar year. A recent copy of the tests and reports shall be maintained in the vehicle logbook.

15. REPORT OF ACCIDENTS. ASSIGNEE shall immediately notify the Cal OES Fire and Rescue Division following any and all accidents involving the Apparatus. It shall be the responsibility of ASSIGNEE to fill out State Form 270, "Report of Automobile Accident," and file the report with the Governor's Office of Emergency Services. A copy of this report shall be retained by the ASSIGNEE and the original and four copies forwarded to Cal OES.

16. INSURANCE PROTECTION. (Non- State Agencies)

a. ASSIGNEE agrees forthwith to furnish evidence of insurance protecting the legal liability of the ASSIGNEE and CAL OES for liability and/or property damage with a combined

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single limit of \$1,000,000.00 per occurrence, by means of a Certificate of Insurance naming the State of California as Additional Insured. Said certificate shall contain an Agreement by the insurance company that it will not cancel said policy without 15 days prior written notice to the CAL OES and that the CAL OES is not liable for the payment of any premiums or assessments thereon. Said certificate must include the description of the apparatus including VIN, state license number, and Cal OES unit number.

b. In the event the ASSIGNEE is self-insured, ASSIGNEE in lieu of a certificate of insurance shall furnish CAL OES a written statement of such fact. In such event, ASSIGNEE agrees to hold the CAL OES harmless from any personal injury or property damage claims arising out of its maintenance, use or operation of the Apparatus under the terms of this Agreement.

c. Physical damage insurance, including collision coverage and comprehensive coverage, shall be obtained. The State of California will be named as a loss payee. In the event of a non-total loss, ASSIGNEE is responsible for returning Apparatus to original standard. The description of the vehicle and the necessary amount of insurance required is outlined in attached Exhibit "C" which is by this reference made a part hereof.

17. INSURANCE PROTECTION. (State Agencies) Any insurance necessary for coverage of the apparatus shall be the sole responsibility of the department having custody of the vehicle, including when it directs, dispatches, and controls the use of the Apparatus. ASSIGNEE agrees to report Apparatus as being under its control to the Insurance Officer, Department of General Services.

18. TERMINATION OF AGREEMENT.

a. Either party may terminate this Agreement upon 14 days written notice to other party, or ASSIGNEE may relinquish or CAL OES may repossess any portion of the Apparatus upon like notice to the other party, except that CAL OES may repossess any portion thereof without written notice whenever it deems the same is not being maintained in accordance with this Agreement.

b. Upon the termination of this Agreement, ASSIGNEE agrees to return said Apparatus in the same condition as received, reasonable wear and tear, acts of God, and conditions over which it has no control excepted.

c. As inventory changes occur, or items of equipment are replaced, deleted or added by the CAL OES or replaced by ASSIGNEE, it is mutually agreed that no amendment to this Agreement need be made at the time of the change; provided however, at the termination of this Agreement a complete reconciliation of all equipment will be made. ASSIGNEE further agrees that all replacements for equipment or apparatus will be made with identical or substantially like items as approved by the CAL OES.

d. Nothing in this Agreement shall be construed to create a new property interest or right of action for the ASSIGNEE.

19. UNAUTHORIZED USE OF CAL OES APPARATUS AND EQUIPMENT. Use of this Apparatus other than as specified in Paragraph 1 will be considered a breach of this Agreement.

20. USE OF RADIO EQUIPMENT

a. **CAL OES** will furnish at **CAL OES'S** sole cost, radio equipment installed in the Apparatus to be operated on the following frequencies: 151.145 - 170.925.

b. **CAL OES** agrees to maintain said equipment without cost to **ASSIGNEE**.

c. The **ASSIGNEE** agrees to operate said radio equipment in accordance with the Rules and Regulations of the Federal Communications Commission.

d. Ownership of said equipment is in the **CAL OES**, and all applications to the Federal Communications Commission seeking authority to add, modify, or replace radio equipment covered by this Agreement shall be made by and in the name of the State of California. To activate this Agreement and in compliance with the control requirements of the Communications Act of 1934, as amended, the **CAL OES** hereby deputizes the Chief of the agency of said **ASSIGNEE**, and such volunteers, regularly employed and salaried assistants as shall be designated by the Chief of the agency as his agents to operate said radio equipment as specified in Paragraph "c" above.

e. **CAL OES** assumes no liability hereunder for claims or losses accruing or resulting to any person, firm or corporation furnishing or supplying work, services or material or services in connection with the performance of this Agreement or for any claims and losses accruing or resulting to any person, firm or corporation injured or damaged by performance of either party hereunder.

21. NOTICES. All correspondence and notices required or contemplated, or which may be given by either party to the other shall be deemed to have been fully given when made in writing and deposited in the U.S. mail, registered and postage prepaid and addressed as follows: To the **ASSIGNEE** at Kings County Fire Department, 280 Campus Drive, Hanford, CA 93230, and to the **CAL OES** at Governor's Office of Emergency Services, Fire and Rescue Division, 3650 Schriever Ave., Mather, CA, 95655. The address to which notices shall or may be mailed as aforesaid to either party shall or may be changed by written notice given by such party to the other, as hereinabove provided; but nothing herein contained shall preclude the giving of any such notice by personal service.

22. ALTERATION. It is mutually understood and agreed that no alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

23. WAIVER. The **CAL OES** may in its sole discretion and for such good cause as it determines waive in writing in whole or in part any requirement of this Agreement that apparatus and/or equipment shall be maintained in operating condition, or repaired, or replaced, providing that any such waiver shall be applicable only to the specific apparatus or equipment to which it refers.

24. JURISDICTION AND VENUE. This Agreement, and any dispute arising from the relationship

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Fire and Rescue Division

between the parties to this Agreement, will be governed by the laws of the State of California.

25. WHOLE AGREEMENT. This Agreement constitutes the entire agreement between the parties hereto, with respect to the subject matter hereof. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement upon the date first above written.

ASSIGNEE:

Kings County Fire Department

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

CAL OES:

Mark Ghilarducci
Director,
Governor's Office of Emergency Services

By 
Brian S Marshall, State Fire and Rescue Chief

State of California
OFFICE OF EMERGENCY SERVICES
Fire and Rescue Branch

EXHIBIT "A" - EQUIPMENT INVENTORY: OES-314 thru 335

ENGINE NUMBER:	LICENSE NUMBER:	VIN NUMBER:	
320	1230667	44KFT42835WZ20554	
1	Adapter, 6" x 2-1/2", DF Hydrant	1	Reflector Kit, 3-Unit
1	Adapter, 6" x 4", DF Hydrant	2	Rope, 1/2" x 100', Utility
1	Adapter, 6" x 4-1/2", DF Hydrant	1	Shovel, Long Handle, Round Point, Fiberglass Handle
1	Axe, Pickhead	1	Siamese, 2-1/2"
2	Block, Chock	2	Soft Suction Hose, 3" x 12'
2	Cans, Fuel	1	Strainer, Class A Foam (in fill tower)
4	Cap, 2-1/2" Discharge	1	Strainer, 6" Hard Suction Hose
1	Chain, Tow 25', w/Grab Hooks	4	Strap, Hose and Ladder
1	Clamp, Hose (Hebert)	2	Wrench, Adjustable Hydrant
2	Coupling, 2-1/2", DF	2	Wrench, 1"1-1/2", Forestry
2	Coupling, 2-1/2", DM	1	Wrench, Suction Hose Spanner
1	Crank, Hose Reel	4	Wrench, Hose Spanner
1	Cutter, Bolt, 30"	1	Wye, Gated 2-1/2" NSF x 2-1 1/2" NSM
1	Fire Extinguisher, 5#	*****US&R INVENTORY:*****	
1	First Aid Kit	1	Axe, Flathead
1	Floto Pump, OES# 14038 Serial# 06F0299	1	Backboard, w/4 Straps
1	Backpack, Thermo-Gel	2	Bar, Claw, Wrecking, 3'
1	Gel - Pick-up Tube	4	Bar, Pinch Point, Pry, 60"
1	Gel - Eductor & Nozzle	3	Belt, Carpenter
2	Gel - Concentrate, 5 Gal.	12	Blade, Hacksaw, Carbide
1	Generator, 3500 Kw OES# 140046 Serial# EZGA-1142047	2	Blanket, Disposable
2	Hammer, Sledge, 8-10 lb.	27	Carabiner, Locking, "D", 11 mm
8	Hose, 1" x 100', NST	1	Chainsaw, w/ carbide chain and tool kit, OES# <u>140039</u> Serial# <u>164381973</u>
1	Hose, 1-1/2" x 35', Truck Protection Line	2	Chisel, Cold, 1" x 7-7/8"
12	Hose, 1-1/2" x 50', NST	2	Chemical Light Kit
8	Hose, 1-1/2" x 100', Forestry	2	Cribbing & Wedge Kit
24	Hose, 3" x 50', NST	2	Edge Protectors
2	Hose, Booster 1" x 100'	2	Emergency Signaling Device
2	Hose, Hard Suction 6" x 10'	2	Friction Device, (Fig. 8 w/ Brake Bar Rack)
1	Hose, Soft Suction 6" x 12'	2	Hacksaw
1	Increaser, 1" IPF to 1-1/2" NSM	2	Handsaw, Crosscut, 26"
1	Intercom Set	3	Hammer, Framing, 24 oz
1	Ladder, 10' Attic	4	Hammer, Sledge, 3-4 lb., Short
1	Ladder, 14' Roof	2	Harness, Commercial (Class 2 or better)
1	Ladder, 24' Extension	2	Haul Bag
1	Lantern, Hand, 12 Volt	2	Jack, Hydraulic w/Handle (8 ton)
1	Log Book, w/Credit Card	2	Kermantle, 1/2" x 150', Static, NFPA Approved
1	Mallet, Rubber	1	Knife, Utility
2	McCleod	1	Level, 6"
1	Mount, Ground, Deluge	1	Litter & Litter Cover
2	Nozzle, 1", Combination	1	Litter Pre-rig
5	Nozzle, 1 1/2", Combination	2	Load Release
1	Nozzle, Deluge Set w/Stream Straightener and Tips 1-3/8", 1-1/2", 1-3/4", 2"	6	Loop, Prusik
1	Nozzle, 1 1/2", Foam, Air Aspiration	1	Marking Kit, Building
1	Nozzle, 2 1/2", Fog	2	Multipoint Collection Plate
2	Nozzle, 2 1/2", Shutoff w/Tips	3	Nails, (25 lbs. Each: 16p, 8p, 16p Duplex)
1	OES Operations/Maintenance Bulletins	6	Picket, Steel, 1" x 4'
1	Pike Pole	3	Pulley, Rescue, Prusik Minding
2	Plug, 2-1/2" Suction	1	Shovel, Scoop, "D" Handle, Fiberglass Handle
1	Pulaski	1	Shovel, Long Handle, Square Point, Fiberglass Handle
1	Radio, Bendix-King, Handheld Serial# <u>0551160</u> OES# <u>14033</u> DGS# _____	3	Square, (Tri or Speed)
1	Radio, Kenwood, Mobile Serial# <u>71000808</u> OES# <u>140047</u> DGS# _____	1	Square, Framing, 24"
1	Reducer, 1-1/2" NSF to 1" IPM	3	Tape Measure, 25'
1	Reducer, 2-1/2" NSF to 1-1/2" NSM	2	Tape, Barrier
		2	Tape, Duct
		1	Took Kit
		1	Trauma Kit
		1	Webbing Kit, (6 ea: 1"x5', 1"x12', 1"x15', 1"x20')

REMARKS: _____

ACCEPTED BY: _____

TITLE: _____

DEPARTMENT: _____

DATE: _____

State of California
GOVERNOR'S OFFICE OF EMERGENCY SERVICE
Fire and Rescue Division

EXHIBIT "B"
TEMPORARY CAL OES APPARATUS ASSIGNMENT RECORD

NO.	ARTICLE	CAL OES DECAL	QUANTITY
1.	1000 <i>or</i> 1250 gpm Triple Combination Fire Engine, complete with equipment per attached Exhibit "A" of Agreement for Temporary Transfer of Vehicular Equipment.	Cal OES 320	1
2.	License No: <u>1230667</u>		
3.	VIN No: <u>44KFT42835WZ20554</u>		
4.	Engine No: <u>320</u>		
5.	Proof of Insurance: _____		
6.	Inventory Completed: _____		
7.			
8.			
9.			
10.			
11.			

REASON FOR TEMPORARY TRANSFER: New Assignee

SIGNATURES:

PERMANENT ASSIGNEE

Date _____

TEMPORARY ASSIGNEE

Date _____

EXHIBIT "C"
INSURANCE REQUIREMENTS

Part of the Agreement through which the State makes a temporary transfer of vehicular equipment is the Agreement on the part of the ASSIGNEE to furnish certain evidence of insurance. Your organization, as an ASSIGNEE of equipment, will want to be mindful of these requirements and assure they are complied with. If self-insured, in lieu of a certificate of insurance, a written statement of self-insurance shall be furnished on official letterhead and agreeing to hold Cal OES harmless from any personal injury or property damage claims arising out of the maintenance, use or operation of the Apparatus.

Liability Insurance

A certificate of insurance shall be furnished to the State providing minimum limits of insurance as follows:

BODILY INJURY and PROPERTY DAMAGE LIABILITY \$1,000,000.00 PER OCCURENCE

A certificate of insurance will have the following provisions included:

1. The State of California shall be named Additional Insured.
2. The insurance company shall agree that in the event of cancellation, 15 days prior written notice will be given to the State.
3. The State shall not be responsible for premium or assessments.
4. Certificate of Insurance must include the description of the Apparatus including identification number, State license number and Cal OES unit number.

Physical Damage Insurance

The transfer agreements place certain responsibilities upon your organization for the safekeeping of the vehicle and equipment. The State will look to your organization for reimbursement for repair or replacement cost in the event the vehicle or equipment is damaged by misuse or negligence or by other causes, except normal wear and tear, acts of God and conditions over which your organization has no control.

Description of Apparatus

<u>VEHICLE</u>	<u>VALUE</u>
<u>2005 HME/Westates #18</u>	<u>\$265,000.00</u>
License Number: <u>1230667</u>	
VIN Number: <u>44KFT42835WZ20554</u>	
Engine Number: <u>320</u>	
<u>EQUIPMENT</u>	
Hose and Appliances	<u>\$10,000.00</u>



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM October 29, 2019

SUBMITTED BY: Administration – Rebecca Campbell/Sande Huddleston

SUBJECT: CLAIM FOR DAMAGES FOR MICHAEL VALDEZ

SUMMARY:

Overview:

Claim for Damages are received by the Board of Supervisors and reviewed by the Risk Manager, as well as County Counsel. Their recommendation is brought before your Board for your consideration.

Recommendation:

Deny the Claim for Damages filed by Michael Valdez.

Fiscal Impact:

None with this action.

BACKGROUND:

On October 11, 2019, a claim for damages was filed by Michael Valdez, claiming that the mattresses at the Kings County Jail have caused him injury and that he is not receiving proper medical treatment. After investigation of the claim, County Counsel's office finds that the County is not liable for any damages. Pursuant to Government Code section 912.6, staff recommends your Board find that the Claim is without merit and deny the Claim.

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

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

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM October 29, 2019

SUBMITTED BY: Administration – Rebecca Campbell
Kings County Office of Education – Andrea Perez

SUBJECT: ANNUAL WILLIAMS REPORT ON KINGS COUNTY SCHOOLS

SUMMARY:

Overview:

In May 2000, the American Civil Liberties Union filed a lawsuit against the State of California claiming that the State had failed in its duty to provide students in the lowest-performing schools with equal educational opportunity. That lawsuit, known as Williams v. State of California, was settled in August 2004. One of the outcomes of the action was to require that an annual report be prepared and discussed with county Boards of Supervisors. The report for 2018-2019 has been prepared and is ready for discussion before your Board. There are 15 schools that will be discussed in this report to your Board as presented by Andrea Perez, Director of Foundational Services, Kings County Office of Education.

Recommendation:

Discuss the 2019-2020 Final Williams Report, the “State of the Schools” annual report, for Kings County.

Fiscal Impact:

None.

BACKGROUND:

The Williams Report produced by the Kings County Office of Education is required to include the status of schools that ranked within Deciles 1 to 3 on the 2011-2012 Academic Performance Index (API) List. There were 15 schools in Kings County that met that criteria and are included within the attached report for your Board’s review (individual school district reports can be found at: <https://www.kingscoe.org/Page/513>).

The County Office of Education has prepared the report for 2019-2020. Mrs. Andrea Perez, Director of Foundational Services, will be present to review the report with your Board. The requirement is to discuss the report with your Board, and no further action is requested to be taken by your Board.

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.



Kings County Office of Education

Todd Barlow - County Superintendent of Schools

October 22, 2019

To: Kings County Board of Supervisors
From: Andrea Perez, Kings County Office of Education

Re: **2019-2020 Final Williams Compliance Monitoring Report**

Dear Board Members:

Background:

California Education Code section 1240 requires that the County Office visit schools identified within the county and report the results of the visits to the County Board of Supervisors and the County Board of Education. This report provides a summary of our review process and summary of findings. Individual district reports can be found at: <https://www.kingscoe.org/Page/513>.

Williams Requirements:

The purpose of the visits as specified in California Education Code Section 1240 was to ensure:

1. That students have access to “**sufficient instructional materials** in the four core subject areas (English Language Development/English Language Arts, Mathematics, History/Social Science and Science) and, as appropriate, Science Laboratory equipment in grades 9-12, Foreign Languages, and Health”;
2. To determine if there is any facility condition that “**poses an emergency or urgent threat** to the health or safety of pupils and/or staff”; and
3. To determine if the school has provided accurate data on the annual **School Accountability Report Card (SARC)** related to instructional materials and facilities maintenance.

The law further requires that the County Superintendent:

1. Annually monitor and review teacher misassignment and vacancies in schools ranked in deciles 1-3 schools;
2. Receive quarterly reports on complaints filed with the school district concerning insufficient instructional materials, teacher vacancies and misassignment; and emergency or urgent facilities issues under the Uniform Complaint Procedure; and
3. Expand review authority in the areas of use of instructional materials, teacher misassignments teacher vacancies, and information reported on the School Accountability Report Card.

List of Schools Visited

Schools that were ranked in Deciles 1-3 of the 2012 base Academic Performance Index (API) are required to be reviewed by the County Superintendent. **The following 15 schools listed have been reviewed and the 6 District reports prepared:**

Armona Union School District (#10)

Armona Elementary School

Central Union Elementary School District (#11)

Central Elementary/Middle School
Stratford Elementary/Middle School

Corcoran Joint Unified School District (#38)

John C. Fremont Elementary School
John Muir Middle School
Mark Twain Elementary School

Hanford Elementary School District (#13)

Alexander Hamilton Elementary School
Abraham Lincoln Elementary School
Martin Luther King, Jr. School

Lakeside Union Elementary School District (#19)

Lakeside Elementary School

Reef-Sunset Unified School District (#45)

Avenal Elementary School
Avenal High School
Kettleman City Elementary School
Reef-Sunset Middle School
Tamarack Elementary School

Further Explanation of Review Process:

A review of the schools includes many areas as prescribed by the law. County Office staff performed site visits to review Instructional Materials, Facilities, and the School Accountability Report Cards. Additional areas of review include Teacher Misassignments, Teacher Vacancies, Review and Findings; and Uniform Complaint Procedures.

Instructional Materials:

We randomly sampled classrooms to review instructional materials sufficiency. The amount of materials must meet the sufficiency requirement so that each pupil has instructional materials to use in class and to take home for required homework, if needed.

School Facilities:

Under school facilities, the County Office is to ensure that there are no emergency conditions that threaten the students or staff, the SARC includes information on the maintenance of the facility, and the facility is in “good repair.” Good repair is defined as “having facilities clean, safe, and functional.”

School Accountability Report Card:

The School Accountability Report Card must include sections on School Safety and Climate for Learning and Instructional Materials. They must comply with the state template requirements. However, EC Section 33126 states: “A school or school district that chooses not to utilize the standardized template adopted pursuant to this section shall report the data for its school accountability report card in a manner that is consistent with the definition.”

Teacher Misassignments and Teacher Vacancies:

In reference to the annual review of Teacher Misassignments and Teacher Vacancies, we review the classes that require teachers to have English Learners (EL) authorization based on the percentage of EL students being equal to or greater than 20% during the 2018-2019 school year.

Review and Findings:

The County Superintendent of Schools is required to complete an annual review and report for each identified school. We are also required to follow-up on any exceptions related to instructional materials, teacher misassignments, teacher vacancies, and information reported on the School Accountability Report Card.

Williams Uniform Complaint Procedure:

Districts are required to have a Uniform Complaint Process, which includes posting a notice in each classroom, having forms available for parent complaints, and quarterly reporting the number and status of complaints. We review each district to ensure the district meets the requirement. To date, one complaint has been filed this year relating to instructional materials; the matter was resolved. We found no complaints with any of the other schools.

Summary of Findings:

Our review of all 1-3 Decile Schools in Kings County found no teacher vacancies. All schools are now found to be in compliance with all rules and regulations defined in SB 6 (Alpert, Chapter 899, Statutes of 2004), SB 550 (Vasconcellos, Chapter 900, Statutes of 2004), AB 1550 (Goldberg, Chapter 901, Statutes of 2004), AB 3001 (Daucher, Chapter 902, Statutes of 2004), and AB 2727 (Daucher, Chapter 903, Statutes of 2004).

Sincerely,

Andrea Perez
Director of Foundational Services
Kings County Office of Education



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM October 29, 2019

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

SUBJECT: PERSONNEL APPEALS BOARD - APPOINTMENTS

SUMMARY:

Overview:

The current two year appointments to the Personnel Appeals Board (PAB) expired on October 28, 2019. Each bargaining unit was asked to nominate a new member or to re-nominate their current representative to a new two-year term. Additionally, the primary Employee Members were asked to nominate a Consensus Member. Their responses are reflected in the recommended appointments below.

Recommendation:

Approve appointments for the County Member, Employee Members, Consensus Member, and Alternates to the Personnel Appeals Board for two-year terms ending October 25, 2021.

Fiscal Impact:

There is no fiscal impact from the proposed appointments to the Personnel Appeals Board.

BACKGROUND:

The Personnel Appeals Board is composed of the following members:

1. COUNTY MEMBER – Nominated by the Chairman of the Board of Supervisors.
2. EMPLOYEE MEMBER – Each of the recognized bargaining unit nominate a member who serves only when the appellant is covered by that bargaining unit.
3. CONSENSUS MEMBER – Nominated by the County member and the Employee Member of the affected unit. The Consensus Member shall serve on all appeals hearing for units which were in consensus on their nomination.

(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

PERSONNEL APPEALS BOARD - APPOINTMENTS

October 29, 2019

Page 2 of 2

4. ALTERNATE MEMBER – Each member of the Appeals Board may have an appointed alternate nominated in the same manner described above.

On October 31, 2017, the Board of Supervisors approved the Appointment of the Personnel Appeals Board members which expired on October 28, 2019. Each bargaining unit representative was asked to nominate a new member or to re-nominate their current representatives. In some cases an alternate has been nominated to avoid delays due to a conflict of interest or unavailability. Additionally, the proposed County's Member and the primary Employee Member for each bargaining unit were asked to complete a nomination form for the Consensus Member appointments. Each bargaining unit supported the nomination of William Lynch as the primary Consensus Member and Peggy Montgomery as the alternate Consensus Member.

Based on the responses, the following appointments are recommended.

COUNTY MEMBER:

Primary: Larry Spikes (new nomination)

Alternate: William Gundacker (re-nominated)

EMPLOYEE MEMBER:

BLUE COLLAR

Primary: Jose Sigala (re-nominated)

Alternate: N/A

DEPUTY SHERIFFS ASSOCIATION

Primary: Perla Trejo (re-nominated)

Alternate: N/A

DETENTION DEPUTY ASSOCIATION

Primary: Robert Whitford (new nomination)

Alternate: Shari Henderson (new nomination)

FIRE FIGHTERS ASSOCIATION

Primary: Mike Rodarmel (re-nominated)

Alternate: Roy Woodcock (new nomination)

GENERAL UNIT

Primary: Mike Cosenza (re-nominated)

Alternate: Norma Farrah (re-nominated)

PROSECUTORS UNIT

Primary: Michael Brown (new nomination)

Alternate: N/A

PROBATION OFFICERS ASSOCIATION

Primary: Barry Rambonga (re-nominated)

Alternate: Jose Blanco (new nomination)

SUPERVISORS UNIT

Primary: Mike Cosenza (re-nominated)

Alternate: Norma Farrah (re-nominated)

CONSENSUS MEMBER:

Primary: William Lynch (new nomination)

Alternate: Peggy Montgomery (re-nominated)



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM October 29, 2019

SUBMITTED BY: Public Works Department – Kevin McAlister/Dominic Tyburski
SUBJECT: 16TH AVENUE AT TULARE LAKE CANAL BRIDGE REPLACEMENT PROJECT

SUMMARY:

Overview:

On January 15, 2013, your Board awarded the 16th Avenue at Tulare Lake Canal Bridge Replacement project design to Quincy Engineering, Inc. through the Request for Proposals (RFP) process. Through the course of the environmental process, extensive delay was experienced in processing the required agency permits. Design is complete, and construction is expected to begin in spring of 2020.

Recommendation:

Approve the amended consultant services agreement with Quincy Engineering, Inc. to prepare Plans, Specifications and Estimate package for the 16th Avenue at Tulare Lake Canal Bridge Replacement project, and authorize the Public Works Director to sign the agreement.

Fiscal Impact:

This project will not impact the General Fund as it is programmed through the Federal Highway Administration (FHWA) Highway Bridge Program (HBP). The federal reimbursement rate for this project is 80% with the remaining 20% local match being paid by State Toll Credits. The amended consultant fee of \$416,572 is included in the Adopted Fiscal Year 2019-2020, Budget Unit 311000, and Account 82223135.

BACKGROUND:

County bridge number 45C-0118 is a timber structure constructed in 1950, and primarily provides the local farming community access north and south of the Tulare Lake Canal. In 2011, the State of California completed a Bridge Inspection Report for the 16th Avenue Bridge at which time it was given a Sufficiency Rating of 42.6

(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

16TH AVENUE AT TULARE LAKE CANAL BRIDGE REPLACEMENT PROJECT

October 29, 2019

Page 2 of 2

and classified “Structurally Deficient”. The purpose of this project is to replace the existing bridge while matching or exceeding the current maximum flow capacity of the canal at the 16th Avenue crossing. The replacement structure shall also meet current geometric, construction, and structural standards required for the types and volume of projected traffic on the facility over its design life.

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

**CONSULTANT SERVICES AGREEMENT
AMENDMENT - I**



FINAL ENGINEERING PLANS, SPECIFICATIONS, AND ESTIMATE

**SIXTEENTH AVENUE AT TULARE LAKE CANAL
BRIDGE REPLACEMENT (Bridge Number 45C-0118)
RFP # 2012-40**

October 29, 2019

ISSUED BY:

Kings County-Public Works Department
1400 W. Lacey Boulevard
Building 6
Hanford, CA 93230

16th Avenue at Tulare Lake Canal Bridge Replacement

FIRST AMENDMENT TO AGREEMENT BETWEEN COUNTY OF KINGS AND QUINCY ENGINEERING, INC.

This first Amendment to that Agreement (RFP#2012-40) commencing on September 21, 2012, (“Amendment I”) is made on the 29th of October, 2019, by and between the County of Kings (“County”) and Quincy Engineering, Inc. (“Consultant”) upon the following terms and conditions:

RECITALS

WHEREAS, the County and Consultant entered into that Agreement commencing September 21, 2012, (“Agreement”) for the preparation of final engineering plans, specifications, and estimate for Kings County; and

WHEREAS, as set forth in Section 3.A., the Parties may modify the Agreement by a written, executed document; and

WHEREAS, the Parties intend to modify this Agreement to reflect changes in scope and fee.

NOW, THEREFORE, the Parties agree as follows:

1. Section 3.e. shall be amended as follows:
 3. COMPENSATION.
 - e. The lump sum fee for the Required Tasks and Optional Tasks shall not exceed the amount of \$416,571.11 (four hundred and sixteen thousand five hundred and seventy one dollars and eleven cents). No additional compensation will be paid to Consultant, unless there is a change in the scope of work or scope of the project.
2. 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 with “Revised Exhibit A”.
3. 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 with “Revised Exhibit B”.
4. The recitals are an integral part of this Amendment and are incorporated herein.
5. All other terms and conditions of the Agreement shall remain in full force and effect.

16th Avenue at Tulare Lake Canal Bridge Replacement

IN WITNESS WHEREOF, the Parties have caused this Amendment I to Agreement to be executed on the day and year as provided above.

Consultant

Dated: 9/17/2019

By: 


County

Dated: _____

By: _____

APPROVED AS TO FORM:
Lee Burdick, County Counsel

Dated: Sept 5, 2019

By: 

Juliana F Gmur
Assistant County Counsel

**REVISED EXHIBIT A
SCOPE OF WORK**

Detailed Scope of Work



Quincy Engineering, Inc. (QEI) personnel and its Project Team have provided plans, specifications, and estimates (PS&E) for a large number of Federal Highway Bridge Program (HBP) projects throughout California. Therefore, the Team recognizes the importance of maintaining close coordination and cooperation with Kings County (County) throughout your project's PS&E process.

The development of the PS&E requires an approach that ensures that the work effort remains focused and productive. For all phases, the key personnel on the Team will implement a hands-on Project Management approach. With this, our Team can ensure a successful project delivery, on time and within budget, and can fulfill the County's needs.

Quincy Engineering, Inc. would like to utilize our vast experience with HBP projects and provide the following approach:

PHASE 1 – PRELIMINARY ENGINEERING TASKS

TASK 1 - PROJECT MANAGEMENT

Task 1.1 – Kick-off Meeting

A kick-off meeting will be held after the Notice to Proceed and will introduce the Project Team, establish communication channels, set the project schedules, clarify the *Scope of Work*, and define the roles and responsibilities of the various Team members. QEI will distribute an approved meeting agenda, arrange attendance of key team members, and distribute meeting minutes.

Task 1.2 – Data Collection

Quincy Engineering, Inc. (QEI) will perform a site review and will review existing records, reports, as-builts and bridge inspection reports.

Task 1 Deliverables:

- Kick-off Meeting/Site Review
- Meeting Agenda & Meeting Minutes (5 total)

Task 1.3 - Project Management (*Work to take place in both Phase 1 & Phase 2*)

QEI will be responsible for assembling a Project Development team (PDT) for the project. QEI will lead PDT meetings, which will include distributing approved meeting agendas, arrange attendance of key team members, and distributing meeting minutes along with a summary of action items. QEI will also develop and update a critical path schedule for the project. A total of five (5) PDT meetings are proposed for this *Scope of Work*.

Task 1.4 – Quality Control/Quality Assurance (*Work to take place in both Phase 1 & Phase 2*)

QEI will provide documented Quality Control/Quality Assurance following our in-house QA/QC Manual. This includes a Constructibility Review, where a senior level engineer will review the entire draft PS&E (90% PS&E) package for uniformity, compatibility, and constructibility as well as conformance with the Federal HBP requirements. The review will include comparing bridge plans with the roadway plans for conflicts or inconsistencies, and to ensure that the final design is in accordance with all environmental documents, permit requirements, hydraulics reports, and foundation recommendations. The specifications and estimate will be reviewed for consistency with the plans and to ensure that each construction item has an associated pay clause.

TASK 2 - TOPOGRAPHIC SURVEY & ROW MAPPING

Task 2.1 – Record Research & Record Calculations

QEI will perform record research at the County to locate recorded maps, deeds, right-of-way maps, and other boundary evidence. Preliminary Title Reports for each property affected will be acquired and all exception documents will be reviewed to determine the potential effects on the existing right-of-way. Record right-of-way and property boundaries located within the project limits will be calculated to facilitate search positions for existing boundary evidence in the field.

Task 2.2 – Right-of-Way & Control Field Survey

QEI will perform a right-of-way survey and provide design control and right-of-way mapping for the project. Horizontal and vertical control points will be set to last throughout the project. Horizontal datum will be based on the North American Datum 83 (NAD 83). Vertical datum will be based on the North America Vertical Datum 88 (NAVD 88). A field survey will be conducted to search and locate existing survey monuments and physical evidence required to establish the existing right-of-way and property lines at those locations where any portion of the project



Detailed Scope of Work

encroachments.

Task 2.3 – Right-of-Way & Mapping

QEI will prepare a Right-of-Way Requirements Map based on identified right-of-way requirements. The Right-of-Way Requirements Map shall define all property acquisition required. QEI anticipates that a total of four properties will require temporary construction easements (TCEs) based on a review of the Kings County Assessor's Maps.

Task 2.4 – Legal Descriptions

It is anticipated that four parcels will be affected and each will require a temporary construction easement. QEI will prepare TCE legal descriptions and exhibits for four parcels (one for each parcel).

Task 2.5 - Topographic Survey & Cross-Sections

A topographic survey will be conducted locating existing site improvements, visible utilities, trees larger than six inches in diameter, and other features necessary for improvement design. All surveys will be based on the previously established project control. Survey data will be compiled and processed and incorporated into a Topographic Base Map to serve as a base file for design improvements. Additionally, five (5) cross-sections of the canal will be taken and assist in hydraulic analysis.

Task 2.6 - Record of Survey (Optional)

If during the course of the project, any material discrepancy is discovered or new property corners are set, a Record of Survey will be filed with the County Surveyor showing the nature of the discrepancy, the final right-of-way, and all monuments set in the process of the surveys.

Task 2 Deliverables:

- Record Research & Title Reports
- Control and Right-of-Way Survey
- ROW Requirement Map
- TCE Legal Descriptions & Exhibits (four total)
- Topographic and Utility Base Map
- Cross-Sections
- Record of Survey (optional)

TASK 3 - GEOTECHNICAL INVESTIGATIONS & FOUNDATION REPORT

Task 3.1 – Reconnaissance

Kleinfelder will perform site reconnaissance to review project limits, evaluate potential access issues, and mark the exploratory boring locations for required USA utility clearance.

Task 3.2 – Field Exploration

Kleinfelder will drill, log and sample two (2) exploratory borings (one at each abutment) to depths extending to approximately 50–70 feet depending on foundation material type and consistency. The borings will be backfilled with excavated soil cuttings upon completion.

Task 3.3 – Laboratory Testing

Laboratory testing will be performed to evaluate characteristics of the foundation and subgrade soils.

Task 3.4 – Bridge Foundation Report (*Work to take place in both Phase 1 & Phase 2*)

After the field and laboratory tasks are complete and based on engineering evaluation, the Preliminary Foundation Report (PFR) will be prepared. Once bridge and foundation geometry and loads have been finalized and all review comments have been received, the PFR will be revised to produce the final Foundation Report (FR). Both reports will follow basic Caltrans LRFD guidelines and the revised Caltrans Foundation Report Preparation for Bridge Foundations (2009), which became effective January 1, 2010. The PFR will provide comments to assist in type selection and preliminary design. The FR will present final comments and recommendations to aid in design of the bridges. It is anticipated that the following specific items will be included in the reports:

- Discussion of the field and laboratory testing programs.
- Develop ARS curves per Caltrans Seismic Design Criteria (SDC) Version 1.6.
- Perform liquefaction analyses on boring data.
- Recommended parameters for use in design of the selected foundation type. Pile Data Tables will be provided for drilled or driven piles. A Footing Data Table will be provided if spread footings are appropriate.
- Recommendations for design of laterally loaded piles, including LPILE profile, deflection versus lateral load data, and moment distribution curves, as appropriate.

Detailed Scope of Work



- Recommended gross and net permissible contract stress associated with tolerable settlements. Bearing capacity and design footing elevations for spread footing foundations will also be provided.
- Recommendations for lateral capacity of spread footings (passive pressure and frictional coefficient), as appropriate.
- Comments on soil stiffness and ultimate equivalent lateral pressure for resisting dynamic loading of abutment walls.
- Comments on the corrosion potential of foundation soil.
- Recommended pavement sections for bridge approaches. A discussion will be provided for consideration of Full Depth Rehabilitation (FDR) for site pavement.
- Log of Test Borings drawings suitable for inclusion into the contract drawings.

Task 3 Deliverables:

- Preliminary & Final Foundation Report (5 copies each)
- Log of Test Borings (5 copies each)

TASK 4 – DRAINAGE/HYDRAULIC ANALYSIS

Task 4.1 – Data Review and Field Reconnaissance

QEI will review available data, including previous studies, provided by the County. Key information to review will be the available hydrologic and hydraulic data for Tulare Lake Canal from the Tulare Lake Basin Water Storage District (TLBWSD) and the Caltrans Bridge Inspection Reports. QEI will coordinate with the County and the TLBWSD to obtain the design discharge of the Tulare Lake Canal at the Project Site.

Task 4.2 – Drainage Analysis

QEI will perform a drainage analysis of the site incorporating all improvements and run-on storm water flows. The calculations and analysis will be incorporated into a Drainage Analysis Report.

Task 4 Deliverables:

- Drainage Analysis Report (5 copies)

Task 4.3 – Hydraulic Analysis/Bridge Location Hydraulic Study/Scour Analysis (Optional Task)

If required, WRECO will perform hydraulic analyses to determine the design flow characteristics for the existing condition and the proposed bridge. The hydraulic model of choice will be the U.S. Army Corps of Engineers' HEC-RAS Model. WRECO will coordinate with the QEI Project Team to obtain the surveyed channel cross-sections for setting up the hydraulic model.

WRECO will perform a Location Hydraulic Study and conduct a floodplain risk assessment for the proposed Project. WRECO will prepare a Bridge Location Hydraulic Study Memo, which will include the standard Summary of Floodplain Encroachment Form and technical discussions.

WRECO will also perform a bridge scour analysis to determine the scour potential for the proposed Project per the methodology specified in the Federal Highway Administration's HEC-18 and HEC-23 Manuals. WRECO will make recommendations on the need for scour countermeasures.

TASK 5 – BRIDGE TYPE SELECTION & 30% ROADWAY PLANS

Task 5.1 – Basis of Design & Roadway Alignment Selection

A Basis of Design document will be developed to summarize previously prepared information for the project, key project development standards, traffic count data, an evaluation of bridge replacement options, and staging and traffic handling recommendations. This document will establish the design criteria and the preliminary roadway alignments.

QEI will prepare a Preliminary Report to assist the County in their determination of the preferred alignment. The report will develop preliminary alignment studies for two separate alignment alternatives. The studies will investigate the advantages and disadvantages for each alternative. Design speed and safety through the project limits along with time of construction will be considered. Discussions shall include geometric design, traffic handling, right-of-way, environmental, economic, and safety issues. Preliminary Plan and Profile drawings will be prepared for each alignment alternative. Other issues affecting the final design such as right-of-way impacts, impacts to and

Task 5 Deliverables:

- Basis of Design Document
- Project Report (5 copies)
- Type Selection Report (5 copies)
- 30% Roadway Plans (5 copies/11"x17" & one electronic copy/PDF file on CD)
- 30% Estimate (5 copies & one electronic copy/PDF on CD)



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opportunities to save existing trees, construction staging and access, utility relocation, drainage and minimizing the impact to the traveling public -- will also be addressed.

Task 5.2 – Type Selection Report

QEI will prepare a Type Selection Report, which will contain a General Plan, a General Plan Estimate and a Foundation Plan for each alternative along with a memorandum addressing geotechnical, hydraulic, aesthetic, environmental, right-of-way and cost issues. A structures type recommendation will be included in the report.

Task 5.3 – Preliminary Roadway Design (30% Plans)

Upon the County's decision on a preferred roadway alignment, QEI will begin preparing 30% Roadway Plans. The plans will be completed to a 30% level of design, which will include horizontal and vertical alignments, typical cross-sections and safety elements required at the bridge. Limits of cut/fill slopes will also be shown to determine the maximum area of disturbance to develop preliminary right-of-way acquisition requirements and the environmental study limits. QEI shall prepare an "Engineers Opinion of Probable Construction Cost" and will include appropriate contingency factors for this level of design.

Task 5.4 – Utility Coordination (*Work to take place in both Phase 1 & Phase 2*)

QEI will perform early coordination with any utility owners to identify utility conflicts and coordinate relocations prior to or concurrent with construction. QEI will perform the following efforts:

- Obtain utility maps and identify conflicts with existing utilities.
- Perform field review with USA markings.
- Use Caltrans' utility letters to coordinate any required relocations.
- Develop Caltrans Reports of Investigations and Notice to Owner.
- Hold meeting with all affected utilities, to discuss project details, utility conflicts and construction schedule. A total of one (1) meeting is assumed.
- Meet with County staff to confirm relocation work, costs, and cost sharing per franchise agreements.
- Continue coordination with utilities during design, especially for any design changes.
- Hold follow-up meeting at least 6 weeks prior to advertising to verify relocation design and construction schedule and coordinate relocation schedules for timely completion.

It is assumed that the utility owners will provide the design, construction costs, and construction of relocations and that potholing will not be required and considered optional if needed. Relocations cannot commence until any necessary right-of-way has been cleared for construction of the relocations.

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PHASE 2 – ENVIRONMENTAL CLEARANCE & FINAL DESIGN

TASK 6 - ENVIRONMENTAL DOCUMENT, TECHNICAL STUDIES & PERMITS

Task 6.1 – Initiate Preliminary Environmental Studies (PES) & Project Description

Environmental Science Associates (ESA) will coordinate with the County to prepare a draft project description to be used in the environmental compliance documents. The project description will identify the project purpose and need, project objectives, major project elements, project location, and timing. As part of the project description, an APE map will also be prepared.

Using preliminary environmental site data, **ESA** will prepare and submit a draft PES form and APE map to the County and Caltrans. Upon completion of a joint site visit with Caltrans, **ESA** will revise the draft PES and APE as appropriate and resubmit the final forms/maps to the County and Caltrans staff.

Task 6.2 – Environmental Technical Studies

ESA will prepare an administrative draft of each technical study/memorandum for the County and Caltrans' review, and after revising the studies based on County and Caltrans comments, the reports will be included as appendices to the environmental document. *Electronic copies of all final reports will be provided to the County in an acceptable format (e.g. MS Word or Adobe Acrobat).*

All technical studies/memorandums will be prepared in accordance with Caltrans' Standard Environmental Reference and Environmental Handbooks as well as other guidance documentation. Based on their initial review of the project, the **ESA** Team will prepare the following studies for the project:

Initial Site Assessment (ISA)

The goal of the ISA is to identify significant soil/groundwater contamination issues that could affect the constructibility, feasibility, and/or the cost of the proposed improvements. The ISA will also focus on hazardous material issues associated with removal of the existing bridge/infrastructure. If the ISA findings identify the potential for significant soil/groundwater contamination impacts to the project, additional investigation may be required. To prepare the ISA, **ESA** will complete the following scope items.

Database Search. Data review will focus on potential contamination sources or issues. The records check will extend 1/8 mile each way from the environmental survey limits (ESL), and if significant soil/groundwater contamination issues are noted within this corridor, they will be presented in the ISA. They will also review regional geology and groundwater conditions.

Historical Research. To research potential sources for contamination, **ESA** will review historical aerial photographic coverage and topographic map coverage. Their historical research will attempt to identify past and present operations conducted on the properties to assess the potential for soil/groundwater contamination impacts to the planned improvement areas.

Report Preparation. **ESA** will prepare a draft report summarizing the findings of their review, site reconnaissance, historical photograph evaluation, and regulatory records review. Once they receive draft report comments, they will finalize the ISA incorporating the review comments.

Water Quality Assessment Report (WQAR)

Potential impacts to water quality will be evaluated in a Water Quality Assessment Report (WQAR). The scope of the study will follow the Water Quality Assessment Report Content and Recommended Format (November 2011) and the Revised Scoping Questionnaire for Water Quality Issues (February 2010). It is anticipated that the entire scope of the WQAR template will not be necessary for this project and only relevant sections will be included in the report. Construction-related and long-term water quality impacts will be qualitatively evaluated for the proposed project.

Task 6 Deliverables:

- Draft & Final PES Form (3 copies)
- APE Map (3 copies)
- Draft & Final ISA (3 copies)
- Draft & Final WQAR (3 copies)
- Draft & Final Technical Reports (3 copies)
- Farmland Study Technical memo (3 copies)
- Administrative Draft IS/MND (3 copies)
- Screen Check Draft IS/EA (3 copies)
- Public Draft IS/EA (30 copies + 1 electric)
- Notice of Completion (w/ 15 copies IS/EA & 1 electric)
- Administrative Final IS/EA & MMRP (6 copies)
- Final IS/EA & MMRP (25 copies + 1 electric)
- Corps Nationwide Permit
- RWQCB Section 401 Water Quality Certification Application
- CDFG Streambed Alteration Agreement



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Both direct and cumulative impacts in the proposed area will also be described. The report will also address regulatory compliance, including conformance with the Caltrans Statewide National Pollutant Discharge Elimination System (NPDES) Storm Water Permit (Order No. 99-06-DWQ, NPDES No. CAS000003), and identify applicable regulatory water quality objectives and best management practices for the proposed project. If significant impacts are identified, mitigation measures will be recommended within the WQAR.

Natural Environment Study (NES) Report, Wetland Delineation, and Biological Assessment (BA)

Several technical reports will be required for the proposed project. These reports include a Natural Environment Study (NES), Biological Assessment (BA), and Wetland Delineation, and will be used both for the CEQA/NEPA document and to support permitting activities. Based on the results of preliminary database searches (CNDDB, USFWS, and CNPS) and aerial/GIS analysis, the following special-status animal species are either known to occur or have the potential to occur in the project site and/or vicinity:

- San Joaquin kit fox (*Vulpes macrotis mutica*; Federally-endangered),
- Swainson's hawk (*Buteo swainsoni*; State-threatened),
- Tipton kangaroo rat (*Dipodomys nitratoides nitratoides*; Federally/State-endangered),
- Blunt-nose leopard lizard (*Gambelia sila*; Federally/State-endangered), and
- Hoary bat (*Lasiurus cinereus*).

Migratory birds including swallows and black phoebes commonly nest on the underside of bridges. These bird species are protected from nest disturbance during the breeding season by the Migratory Bird Treaty Act. Additionally, bats may roost in foliage found within the study area or in abandoned swallow nests under the bridge. The NES will be prepared to address these species and other special-status species and sensitive habitats with the potential to be impacted by the proposed project. Water quality issues and invasive plant species effects will also be included as part of the NES.

The BA will be prepared to support consultation with the United States Fish and Wildlife Service (USFWS) to address potential impacts to the Federally-listed species, listed above, and/or critical habitat for these species. If Federally-listed plant species are determined to have the potential for or are present on the project site during surveys, Federally-listed plant species will also be addressed in the same BA. A wetland delineation report will be prepared according to current U.S. Army Corps of Engineers guidelines to identify potential wetlands (including vernal pools) and waters of the U.S. in the project area.

Aerial photography and database inquiries indicate that vernal pools and Critical Habitat for a number of vernal pool dependent species occur far outside of the immediate vicinity of the subject bridge. Thus, it is not anticipated that these species will require additional studies. Preparation of a fisheries BA is not anticipated and is not included in this scope of work.

Technical reports will be prepared under the coordination of Caltrans staff using the appropriate templates.

Key Assumptions

1. The scope of work does not include protocol-level surveys or exclusion and/or relocation efforts for listed species. If deemed necessary, ESA is qualified and available to provide those services upon request by the County.
2. This scope of work also does not include preparation of a Fisheries BA or an Essential Fish Habitat Assessment (for NOAA Fisheries) due to a lack of anadromous fisheries resources at the project site.

Cultural Resources Studies

The following scope of work was developed following a literature review that included analysis of the Caltrans Historic Bridge Inventory (Caltrans, 2010), as well as regional topographic and geographic maps. Additional research was conducted using the files and literature at ESA. The Sixteenth Avenue Bridge over Tulare Lake Canal (No. 45C0118) is listed as "Category 5", not eligible for the National Register of Historic Places" according to the Caltrans Historic Bridge Inventory.

Caltrans and FHWA have oversight given the involvement of Federal funds. The County is therefore required to comply with: (1) Section 106 of the National Historic Preservation Act of 1966 (36 CFR 800, revised 1999); and (2) CEQA; Public Resources code, Section 21000 et seq., revised January 1999), which mandate federal and California public agencies to consider the effects of projects on historic properties. Project oversight will be provided by Caltrans Local Assistance, and compliance with Section 106 is being carried out in accordance with the January 1, 2004 Programmatic Agreement Among the Federal Highway Administration, the Advisory Council on Historic

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Preservation, the California State Historic Preservation Officer, and the California Department of Transportation Regarding Compliance with Section 106 of the National Historic Preservation Act, as it Pertains to the Administration of the Federal-Aid Highway Program in California (Programmatic Agreement).

Primary concerns are: the delineation of an adequate APE (to be approved prior to a pedestrian survey, with later adjustments made to include full site boundaries); determining the potential for subsurface resources (through research of geology, soils, and landscape to assess the potential for soils that might contain buried cultural remains); conducting adequate pre-field research that includes contact with the interested public, primarily Native Americans; preparation of adequate documentation (field notes, site records, and concise write-up of research findings, methods, survey findings, and recommendations, with associated maps); confirmation of the initial evaluation of the bridge; and mitigation for impacts resulting from the replacement of the bridge. Tasks to be undertaken by ESA include:

Background Research. Pre-field investigations will begin with a record search at the California Historical Resources Information System (CHRIS) at the Southern San Joaquin Valley Information Center (SSJVIC) at California State University, Bakersfield. The records search will identify previously recorded resources within or near the study area, and determine whether the study area has been previously surveyed up to current standards. In addition to the CHRIS search, the Native American Heritage Commission will be contacted to determine if project locations are known to be of particular concern to local Native Americans.

Buried Site Sensitivity Study. A preliminary archaeological assessment of the potential for buried archaeological sites in the study area will be conducted using relevant maps and documents (e.g., archaeological studies, geologic reports, Quaternary geologic maps, Kings County Soil Survey). The assessment results will be developed in a GIS format, and presented as a map that shows the age and extent of archaeologically sensitive landforms in and near the study area. The map will be accompanied by text that describes the map units and explains the estimated archaeological potential of each.

Pedestrian Survey. Field work would entail intensive pedestrian survey of the APE. All areas of exposed ground would be closely inspected for the presence of cultural materials. Areas of dense vegetation will be inspected as closely as possible and any exposed cut banks in adjacent drainages will be carefully examined for the presence of buried cultural resources.

If an archaeological deposit is encountered, a preliminary assessment of site boundaries would be made through surface inspection and auger borings. Any archaeological material recovered will be recorded, cataloged, and re-deposited. A map will be prepared depicting site boundaries in relation to the APE, and the site will be recorded on a standard archaeological site record (DPR 523 form).

Documentation. Once the field phase is completed, ESA will process appropriate forms. A form for each resource, including, but not limited to a site sketch map, site location map, artifact and feature sketches, photographic record, and descriptive narrative will be completed. In compliance with Federal and State requirements, two copies of each form will be submitted to the SSJVIC for issuance of a permanent state trinomial or appropriate number and inclusion into the State Cultural Resources data base. These forms will be included in the report as a confidential appendix.

Anticipated technical studies will include an Archaeological Survey Report (ASR), Historical Resources Evaluation Report (HREER), and a Historic Property Survey Report (HPSR) for the County and Caltrans. A Finding of Effect (FOE) report is currently not anticipated for the proposed project; however, the Tulare Lake Canal may be considered a historic resource or a contributing element to a larger water system with historic qualities that may require an FOE report. Therefore, preparation of an FOE report is provided below as an optional task.

Key Assumptions

This scope of work has been prepared with the following assumptions:

1. ESA will prepare a cost estimate based upon anticipated number of resources within the APE and will need to revise the estimate if the APE is expanded or additional resources require evaluation. ESA will record up to three resources (archaeological sites, bridge, built environment) or isolates over 50 years of age on State of California Department of Parks and Recreation (DPR) 523 forms.
2. The cultural resources assessment work presented herein does not include any Archaeological Extended Phase I or Phase II work to formally evaluate National Register significance for any site. Because it is not clear if resources would fall within an Area of Direct Impact (ADI), or within the designated APE, other studies may be required by Caltrans.



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Optional Task: Finding of Effect Documentation

Although it is currently not anticipated based on available information, a Finding of Effect (FOE) may be required for the proposed project after the completion of the ASR, HRER and HPSR, if these reports find that properties potentially eligible for inclusion on the National Register of Historic Places are present in the study area. A FOE explicitly lays out the project features and alternatives and their relationship to the historical resource(s). It assesses whether or not the project will have "No Effect", "No Adverse Effect", or an "Adverse Effect."

Farmland Study (Technical Memorandum –Form AD 1006)

Based on our initial field visit, some impacts to agricultural lands within the project area could occur. To determine these impacts, ESA will prepare a farmland study using Form AD 1006 (Farmland Conversion Impact Rating sheet) and submit it to the Natural Resources Conservation Service (NRCS) for compliance with the Federal Farmland Protection Policy Act.

Task 6.3 – Administrative Draft IS/MND

ESA will prepare an administrative draft IS/MND for the project. It is the goal of the IS/MND to support adoption of a Mitigated Negative Declaration by the County. The administrative draft IS/MND will include:

- **Project Description.** This section will include a description of the project, its location, the purpose and need statement, the project alternatives, any responsible agencies who may rely upon the IS/MND, and a list of permits and other approvals required to implement the project.
- **Affected Environment, Environmental Consequences, and Avoidance, Minimization, and/or Mitigation Measures.** Using information from the technical studies, this section will identify the affected environment, including the regulatory setting and the baseline environmental conditions. The consequences of the proposed project will be analyzed for both the construction and operational phases. Cumulative impacts, i.e. the effects of the project in combination with other likely projects, will be assessed. Feasible mitigation measures will be identified, and the significance of the impact after incorporating mitigation measures will be discussed.
- **Comments and Coordination.** This section will describe the scoping process and any contacts or coordination with responsible and trustee agencies made during the preparation of the technical reports. Public comments and tribal consultation will be included here.
- **List of Preparers.** The List of Preparers includes all individuals, including consultants, that prepared or helped to prepare the environmental document and supporting technical studies.

As indicated above, several technical memorandums will be prepared during this phase of the project to support the conclusions of the IS/MND. The table below shows how the results of these technical memorandums and the technical studies (performed under Task 6.2) will contribute directly into the IS/MND.

TABLE 1
RELATIONSHIP BETWEEN IS/MND ISSUES AND TECHNICAL STUDIES

IS/MND Issues	Technical Studies (Related Task)
Water/Hydraulic Resources	Water Quality Assessment Report
Biological Resources	Natural Environment Study
Hazardous Materials	Initial Site Assessment
Agricultural Resources	Farmland Study
Cultural Resources	Cultural Resources Technical Reports

*Additional information will be included in the IS/MND to supplement the technical analysis for other resource areas. Existing documents (General Plans, Specific Plans, and EIRs for nearby projects) will be used wherever possible.

To ensure that the final product is acceptable to the County and Caltrans, an outline of the document will be submitted to the project team for review before document preparation begins.

Task 6.4 – Public Draft IS/MND

After review and approval by the County and Caltrans, the ESA Team will prepare a screen check IS/MND for final approval before public circulation and review. ESA will deliver five copies of the screen check for review and



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approval. We are assuming a total of 30 copies of the public review IS/MND will be sent to the County for distribution.

Task 6.5 – Administrative Final IS/MND

At the conclusion of the 30-day public comment period, ESA will meet with the project development team to discuss the comments received and the preparation of the final document. CEQA does not require preparation of a “final mitigated negative declaration” but the County must consider the comments received and any substantial environmental issues raised before adopting the MND. Comments and responses will be included in Chapter 3 of the Final IS/MND. Minor changes made as a result of comments received will be made to the document. Depending on the volume and nature of the comments, the hours allocated and budget may be reassessed at that time. This scope of work assumes that all substantial environmental comments can be adequately responded to without performing additional analyses.

In addition, a Mitigation Monitoring and Reporting Program (MMRP) for CEQA will be prepared as part of the final document.

Task 6.6 – Final IS/MND

After the project development team has reviewed the administrative final IS/MND and draft MMRP, we will incorporate the necessary revisions into the document and submit the Final IS/MND and MMRP.

Task 6.7 – Project Coordination, PDT Meetings, QA/QC, and Attend Public Hearings

ESA will attend three project development team meetings. As part of this task, the ESA Team will also ensure environmental team coordination and prepare progress reports. QA/QC procedures will be implemented throughout the life of the project as part of this task. They assume that one public hearing, for County adoption of the Mitigated Negative Declaration, will be required.

Task 6.8 – Optional Task – Regulatory Permits

ESA anticipates that the project will require several environmental permits, including a Streambed Alteration Agreement from the California Department of Fish and Game (CDFG), a Section 404 permit from the Corps, and a Section 401 certification or waiver from the California Regional Water Quality Control Board (RWQCB). As discussed above, consultation under Section 7 of the Endangered Species Act may be required for impacts to Federally listed species identified in the BA. For each permit, ESA will prepare and submit an application to the appropriate regulatory agency.

Key Assumptions

1. ESA’s cost estimate to prepare and submit the various permit applications does not include the associated permit fee. ESA assumes that the County will be responsible for providing these associated application fees.

TASK 7 – PLANS, SPECIFICATIONS & ESTIMATE (PS&E)

Tasks 7.1 - Bridge Design

QEI will design the structure using Load Resistance Factor Design following AASHTO’s “LRFD Bridge Specifications 2012” with the California Amendments. For seismic design, Caltrans “Seismic Design Criteria (Version 1.6)” will be followed. Other references that QEI will follow are Caltrans Division of Structures “Bridge Memo to Designers”, “Bridge Design Aids”, “Bridge Design Details” and the “Office of Specially Funded Projects Information and Procedure Guide”.

Task 7.2 - Approach Roadway Design

The final approach roadway design will be completed in accordance with applicable County Standards, Caltrans “Highway Design Manual”, AASHTO’s “A Policy on Geometric Design of Highways and Streets” and “Guidelines Geometric Design of Very Low Volume Local Roads” along with Caltrans “Standard Specifications and Standard Plans”. Final grading and drainage details will be developed as well as new/existing roadway conformance details, as required. Design cross-sections will be developed on approximately 20-foot intervals.

QEI will develop traffic handling plans which will depict the sequence of construction activities as well as how traffic will maneuver through the project area during this time. Temporary traffic control items such as K-rail, cones, striping, etc. will be clearly shown on the plans. QEI will develop signing and pavement delineation plans per County standards.



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Drainage design will be completed in accordance with County Standards. Drainage facilities will be shown on the layout plan sheets. Drainage Profiles of all drainage systems will be provided including evaluations of inverts, pipes, etc. The drainage details that are unique to this project, and those for which there are no Standard Plans, will be shown on the Drainage Detail Sheet. These details usually depict special drainage structures, channel changes, modifications to existing structures, etc.

The plan sheets will be prepared in CADD according to the County's and Caltrans' drafting standards. Plans will be prepared in English units and will be consistent with Caltrans' Standard Plans. All plans will be signed by the civil engineer (registered in the State of California) in responsible charge of the design, in accordance with the *Local Programs Manual*.

Task 7.3 - Fact Sheets for Design Exceptions

QEI will identify all non-standard features and prepare a design fact sheet for any design features once a preferred alternative is selected (QEI will prepare draft and final Fact Sheets for County approval).

Task 7.4 – Conceptual Storm Water Pollution Prevention Plan (SWPPP)

QEI will prepare documentation and submit project information for the Notice of Intent to invoke the State Water Resources Control Board (SWRCB) NPDES Construction General and MS4 Permit.

QEI will have a Qualified SWPPP Developer (QSD) prepare a "Conceptual" Storm Water Pollution Prevention Plan (SWPPP) that incorporates the minimum Best Management Practices (BMPs) required by the NPDES permit for the calculated Risk Level. QEI will calculate the Risk Level using the methods prescribed by the permit.

The Conceptual SWPPP will consist of plans, specifications, and contract bid items showing the anticipated locations of required BMPs, based on an assumed construction staging approach and schedule. The contractor will be required to submit their own SWPPP and other Permit Registration Documents (Construction Site Monitoring Program, Rain Event Action Plan, Sampling and Analysis Plan, inspection forms, etc.) prior to mobilizing on the project site. The intent of the Conceptual SWPPP is to provide enough information to the SWRCB to obtain a Waste Discharge Identification Number and to develop quantities for contract pay items that are anticipated for BMP implementation. The Conceptual SWPPP will not address the specifics of construction site management, sampling and testing, or spill response. The Conceptual SWPPP will be certified by a QSD, and approved by the County.

Task 7.5 – 60% Plans (Unchecked Details)

A meeting will be held upon completion of the unchecked details to discuss both the bridge and the roadway plans. (This should save considerable time in the County's review of the Draft PS&E because most of the major issues will have been previously discussed and addressed.)

Task 7.6 – Independent Design Check

Once the 60% plans have been submitted, an independent check will commence. The designer and checker will come to agreement on any discrepancies. QEI will incorporate check comments as well all of the County comments and submit responses in writing.

Task 7.7 – Specifications

Technical Special Provisions based on current Caltrans Standard Special Provisions (SSP) will be combined with County-provided boilerplate specifications.

Task 7.8 – Construction Quantities & Estimate

QEI will prepare a detailed Construction Cost Estimate for each project. The estimate will be comprised of unit prices placed on detailed quantity and check quantity calculations. Construction costs for the estimate will be developed using current bid results from similar projects, Caltrans data base information along with prices from Caltrans latest *Construction Cost Manual*.

Task 7.9 – Submittal of 90% (Draft) PS&E

After the QA/QC and constructibility reviews have been completed and the comments have been incorporated, the

Task 7 Deliverables:

- Draft & Final SWPPP (5 copies)
- 60% Plans (5 copies/11" X 17" & one electric copy/PDF on CD)
- 90 % Plans (5 copies/11" X 17" & one electric copy/PDF on CD)
- Design & Check Calculations (one copy)
- Design & Check Quantity Calculations (one copy)
- Specifications (5 copies & electric copy/PDF on CD)
- Estimate (5 copies & electric copy/PDF on CD)
- Final Plans (5 copies/11" X 17")
- Final Plans (electronic copy/AutoCad files & one PDF file)
- Final Specifications (5 hard copies & one electric copy/PDF on CD)
- Final Engineers Estimate (5 copies)

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Draft PS&E along with design, check, and quantity calculations will be submitted to the County for their review.

TASK 7.10 – Final 100% PS&E

Upon receiving County comments on the 90% submittal, QEI will prepare the final plans, specifications and estimate.

TASK 7.11 – Resident Engineers (RE) Pending File

QEI will prepare the Project RE Pending File which will include the following:

- Environmental Commitments Record
- Cross-Sections
- Bridge As-built Plans (if available) and Reports
- Bridge Joint Movement Calculation Sheet
- Structure Four-Scales (if bridge alternative is selected)

TASK 8 – APPRAISALS & ACQUISITIONS

Bender Rosenthal Inc. (BRI) will provide the professional services for the land acquisition, real estate appraisal, and appraisal review.

Task 8.1 – Appraisals Services

BRI will develop complete appraisals that will state the estimated fair market value of the fee simple interest in each referenced property. The appraisal reports will be summary appraisal reports that will be prepared in conformance with and subject to the requirements of the Code of Professional Ethics and the Standards of Professional Practice of the Appraisal Institute, which fully incorporate the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation. Jurisdictional exceptions may apply in some cases.

Task 8 Deliverables:

- 4 Appraisal Reports (3 copies)
- Review Appraisal Reports (4 each)
- Acquisition of up to 4 parcels
- Obtain Rights of Entry for up to 4 Parcels
- Facilitate Title and Escrow Support for up to 4 Parcels

Plats and legal descriptions for each of the properties to be appraised will be provided to **BRI** by **QEI**.

The primary steps in completion of fair market value appraisals of the property rights to be acquired include but are not limited to the following:

- Onsite physical inspection of the subject property with the owner.
- Visual inspection of the comparable market data.
- Study of community and neighborhood in which the subject is located.
- Collection of data from appropriate governmental agencies.
- Market investigation of vacant and improved comparable data.
- Verification of market data with sources knowledgeable with the pertinent details of the transaction.
- Analysis of all appropriate data in the before and after condition to arrive at an opinion of value.
- Preparation of report.

Task 8.2 – Appraisals Services

Per Federal and State regulations, (Uniform Act) a qualified reviewing appraiser shall examine all appraisals to assure that they meet applicable appraisal requirements and shall, prior to acceptance, seek necessary correction or revisions. In addition, the review appraiser shall certify that the opinion of fair market value is reasonably supported by an acceptable appraisal. **BRI** is pleased to include Tim Landes of Sierra West Valuations, as the independent reviewer for the project.

Task 8.3 – Acquisition Services

BRI proposes to develop all necessary contracts, conveyance documents and escrow instructions necessary to make offers based on the County's process. They will meet with the owners, and convey documents until acceptance or impasse is reached.

Task 8.4 – Title/Escrow Support

In order to facilitate the closing of the various ROW transactions, the project will provide escrow and title support as part of the scope of work. **BRI** is very knowledgeable in this area and has the staff necessary to help the County with



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their title and escrow needs. This task is very difficult to quantify for a scope. For example, they have been very instrumental in providing lender's additional information as it relates to a proposed acquisition (especially if the acquisition has little or no affect to the real estate). This has eliminated the Bank's desire to charge for an additional appraisal. However, it is very difficult to "mandate" a lender to address a partial reconveyance of a deed of trust. Tasks to be considered include:

- QEI to provide preliminary title reports needed for the Project.
- Review existing easements and permits.
- Review Legal descriptions and plats for the project.
- Title Company to draft consent to easement, partial release and partial reconveyances. Title Company to follow through with appropriate lenders, beneficiaries and trustees.
- Prepare and send Request for Invoice and Demand to the Title Company.
- Copy and forward fully executed escrow grant deed and purchase agreement to County for "acceptance of the agreement."
- Receive approved fully executed purchase agreement from the County. Forward approved executed copy to property owner.
- Send all executed acquisition documents through escrow and transmit to the appropriate parties (property owner and County).
- Prepare transmittal and forward closed files to the County's Project Manager.
- Research and secure owner's Trust Certificates and Statement of Identity's.

TASK 9 - BIDDING & POST-AWARD ASSISTANCE

The individuals that were directly involved in the design will be available during the bid period to interpret the plans and specifications, prepare addenda if needed, and provide general consultation to the County to obtain bids. When the construction bids are opened, QEI will be available to provide analysis and recommendations concerning award of the contract.

Task 9.1 - Bidding Assistance/Construction Support

QEI will provide the following bidding and construction support services for the County on a time and materials basis. For budget purposes we have assumed 80 hours:

- Attendance at pre-bid and pre-construction meetings.
- Attendance at bi-monthly construction meetings.
- Respond to Requests for Information and prepare addenda, as needed.
- Review and provide comments on shop plan drawings.
- Construction site observations.
- Develop updated plans or plan revisions, as needed.

Task 9.2 – Prepare Record Drawings

QEI will prepare Record Drawings based upon the redlines submitted by the Contractor and Resident Engineer.

Task 9 Deliverables:

- Attendance at Pre-Bid & Pre-Construction Meetings
- Attendance at Bi-monthly Construction Meetings
- Record Drawings (*one copy/22" X 34" Mylar & 2 copies/11" X 17"*)
- Record Drawings (*electronic copy/AutoCad files & PDF file*)

Project Assumptions

1. The County will be responsible for printing and distributing bid documents.
2. The County will be responsible for Construction Management.
3. The new bridge will be a three-span, cast-in-place, reinforced concrete, slab bridge or a two-span, precast concrete, voided slab unit bridge approximately 90 feet long by 44 feet wide.
4. Right-of-way acquisition will not be required.
5. Three temporary construction easements will be required.

GEI Work Plan

GEIs proposed Work Plan (consistent with the format provided) follows:

TASK 1 ENVIRONMENTAL AND REGULATORY PERMITS

1.1 Prepare and Submit Regulatory Permits

Task 1.1a: USACE Clean Water Act Section 404 Nationwide Permit Package

A Clean Water Act (CWA) Section 404 permit is required for projects that have discharges to waters of the United States. It is assumed the proposed project would require a CWA 404 permit to support construction of a new bridge and stabilization of the creek bank around the bridge footprint. GEI assumes the project activities would qualify for authorization under USACE Nationwide Permit (NWP) No. 14 (Linear Transportation Projects) since permanent impacts to waters of the United States is assumed to be 0.5 acre or less. NWP No. 14 authorizes activities associated with construction, expansion, modification, or improvement of linear transportation projects within waters of the United States. USACE verification of authorization under NWPs requires submittal of a pre-construction notification (PCN) package. GEI will prepare and submit a pre-construction notification package to USACE, Sacramento District. The PCN package will include, but is not limited to, a complete project description; assessors' parcel numbers; project schedule; at least 30% design drawings (in AutoCAD or GIS); calculations of the volume of materials to be excavated from and/or placed as fill into waters of the United States; plans showing the project staging areas, access roads, and spoil and dewatering areas; and a description of construction methods.

One agency meeting will be attended by GEI staff to discuss project characteristics, permit requirements, and permitting schedules, if required. Additional telephone/email coordination with USACE will be conducted following submittal of the PCN package.

Deliverables

- One Clean Water Act Section 404 PCN Package (draft and final)

Deliverables will be provided to the County electronically and one hard copy will be provided to USACE.

Task 1.1b: RWQCB Section 401 Water Quality Certification Application

By federal law, those seeking a federal permit (i.e., CWA Section 404) must submit an application to RWQCB for a Water Quality Certification (WQC) in accordance with CWA Section 401. As part of the WQC application package, GEI will calculate impacts to waters of the United States and State, calculate the WQC application fee which is based on the Dredge and Fill Fee Calculator, and describe the construction techniques and methods to minimize or avoid excessive erosion, turbidity, and other adverse water quality effects. CEQA must be completed prior to RWQCB issuing a WQC. GEI assumes that the WQC application fee will be paid by the County. This scope of work assumes the application will be submitted to RWQCB and WQC will be issued prior to March 2020 when new SWRCB wetland regulations go into effect. This scope of work assumes that the CEQA documentation previously completed for the project would be sufficient for the RWQCB to issue WQC.

One agency meeting will be attended by GEI staff to discuss project characteristics, permit requirements, and permitting schedules, if required. Additional telephone/email coordination with RWQCB will be conducted following submittal of the WQC application package.

Deliverables

- One Clean Water Act Section 401 Application (draft and final)

Deliverables will be provided to the County electronically and one hard copy will be provided to the RWQCB.

Task 1.1c: California Department of Fish and Wildlife (CDFW) Streambed Alteration Agreement

All diversions, obstruction, or changes to the natural flow or bed, channel, or bank of any river, stream, or lake in California is subject to the regulatory approval of CDFW, pursuant to Section 1602 of the California Fish and Game Code. An applicant must submit a notification to CDFW for a streambed alteration for any project that may result in an impact to a river, stream, or lake or associated riparian habitat. A notification is required for both direct impacts and indirect impacts. Because the proposed project would result in discharges of fill material below the top of bank, GEI will submit a complete notification package to the CDFW Central Region (No. 4). The notification package will include completion of Form FG 2023, payment of the filing fee (GEI will calculate the fee and it is assumed the County will pay for the processing fee), quantification of any vegetation to be removed as part of the project, and other supporting information from the Section 404 and WQC applications. This scope of work assumes that the CEQA documentation previously completed for the project would be sufficient for CDFW to issue a Streambed Alteration Agreement.

One agency meeting will be attended by GEI staff to discuss project characteristics, permit requirements, and permitting schedules, if required. Additional telephone/email coordination with CDFW will be conducted following submittal of the notification package.

Deliverables

- One CDFW Section 1602 Notification Package (draft and final)

Deliverables will be provided to the County electronically and one hard copy will be provided to CDFW.

Task 1.1d: Site Visit

A site visit will be completed by GEI biologists to confirm site conditions are consistent with the NES, and photo document the project site and adjacent lands. GEI will perform database searches of CDFW California Natural Diversity Database (CNDDDB), the California Native Plant Society (CNPS) online Inventory of Rare and Endangered Vascular Plants of California (CNPS 2019) and the U.S. Fish and Wildlife Service (USFWS) Information for Planning and Conservation (IPaC) website in advance of the field survey to ensure that sensitive species have not been documented since the NES was completed.

Assumptions

- Based on the review of the NES, it is assumed that the project area does not support habitat for federally-listed species. Therefore, consultation with the USFWS under Section 7 of the Endangered Species Act is not included in the scope of work.
- Section 106 consultation has been completed and is not included in this scope of work.
- County will provide application fees and be responsible for mitigation costs, if required by the regulatory agencies.
- Notice of Exemption filed on January 15, 2015 will be sufficient for RWQCB and CDFW to issue regulatory permits.
- Field crew will consist of two biologists
- Survey area will be less than 8 acres and will take one day to complete
- There will be one round of consolidated comments for each deliverable

**REVISED EXHIBIT B
COST PROPOSAL**



October 2, 2019

Dominic Tyburski
County of Kings
1400 W Lacey Boulevard
Hanford, CA 93230

Re: Subject: 16th Ave. at Tulare Lake Canal Br. Project – Addendum 1

Dear Dominic

As you are aware, we were trying to avoid the need for permitting for the aforementioned project. Recently the County informed us that permitting will be required. We obtained a scope and fee from our subconsultant GEI (continuing to utilize Ray Weiss who obtained the environmental clearance), which is attached. We have also included a spreadsheet that includes some hours for Quincy Engineering Inc. (Quincy) to review the documentation, to coordinate with the County, to update the Special Provisions to 2018, and to finalize the PS&E package. Below is a summary of the costs:

GEI - **\$33,136.55**

Quincy - **\$20,765.41**

Total Amendment Cost = \$53,901.96

Our original contract was for \$295,129.55 (\$371,920.78 with optional tasks). Our current contract with approved optional tasks is \$362,669.15. We are requesting **an amendment for \$53,901.96**, which will bring our total **contract amount to \$416,571.11**. If you have any questions or need additional information, please don't hesitate to contact me.

Sincerely,
Quincy Engineering, Inc.

A handwritten signature in blue ink, appearing to read 'Lance A. Schrey', is written over a light blue horizontal line.

Lance Schrey, P.E.
Project Manager

Attachment: Amendment Fee
GEI Scope and Fee

QUINCY ENGINEERING, INC.

Project Name: Kings County - Tulare Lake Canal Bridge Replacement

TASKS	Initial	BL	Principal In Charge	Project Manager	Genr Engineer-PM/PE	Associate Engr-DE	Associate Engr-DE	Senior Engineer-PE	Associate Engr-DE	Associate Engr-DE	Senior Engr-Checker	CADD Operator	Principal Engineer- QA/QC	Administrative	Survey Manager/Party Chief	Assoc. Engineer-DE / Surveyor	QEI Total Hours	QEI Cost	QEI Cost w/ OH	ESA	Kleinfelder	Bender Rosenthal	WRECO	TOTAL	
PHASE 1 - Preliminary Engineering																									
Task 1: Project Management																									
1.1 KO Meeting		5															10.0	\$607.20	\$1,968.60						
1.2 Data Collection		2															14.0	\$615.56	\$1,665.80						
1.3 Project Management (Total of 5 PDT Meetings)		2	40											2			52.0	\$3,116.64	\$10,104.90						
1.4 OC/Ob		8															26.0	\$1,725.90	\$5,595.79						
Task 2: Topographic Survey & ROW Mapping																									
2.1 Record Research & Record Calculations																	20.0	\$882.88	\$2,862.26						
2.2 ROW & Control Field Survey																	24.0	\$1,046.49	\$3,373.23						
2.3 ROW & Mapping																	50.0	\$1,300.50	\$4,216.54						
2.4 Legal Descriptions																	30.0	\$2,377.36	\$8,356.23						
2.5 Topographic Survey & Cross Sections																	60.0	\$3,436.40	\$11,141.64						
Task 3: Geotechnical & Foundation Report																									
3.1 Investigations & Foundation Report		1															7.0	\$413.05	\$1,339.21						
3.2 Drainage Analysis		2															2.0	\$117.70	\$381.61						
4.1 Data Review & Field Reconnaissance		1															5.0	\$246.23	\$798.34						
4.2 Drainage Analysis		2															10.0	\$492.46	\$1,599.68						
Task 5: Bridge Type Selection & 30% Roadway Plans																									
5.1 Basis of Design & Roadway Alignment Selection		2															12.0	\$647.74	\$2,100.13						
5.2 Type Selection Report		2															50.0	\$1,850.78	\$6,000.68						
5.3 Preliminary Roadway Design (30%)		2															42.0	\$1,859.70	\$6,062.02						
5.4 Utility Coordination		2															4.0	\$221.54	\$718.29						
PHASE 2 - Environmental Clearance & Final Design																									
Task 6: Environmental Document, Tech. Studies and Permits																									
6.1 Environmental		8															8.0	\$403.80	\$1,256.45						
7.1 Bridge Design		4															104.0	\$5,220.80	\$16,927.10						
7.2 Approach Roadway Design		2															82.0	\$1,578.70	\$5,118.30						
7.3 Fact Sheets for Design Exceptions		4															48.0	\$2,086.16	\$6,763.84						
7.4 Conceptual SWPPP		2															40.0	\$974.00	\$3,151.94						
7.5 Submittal of 60% Plans (Unlocked Details)		2															24.0	\$1,152.00	\$3,735.06						
7.6 Independent Design Check		2															16.0	\$910.80	\$2,623.67						
7.7 Specifications		1															102.0	\$4,377.96	\$14,194.48						
7.8 Construction Quantities and Estimate		2															39.0	\$2,131.83	\$6,911.91						
7.9 Submittal of 90% (Draft) PS&E		2															86.0	\$4,028.90	\$13,662.67						
7.10 Submittal of Final PS&E		1															24.0	\$1,110.44	\$3,600.32						
7.11 Resident Engineers (RE) Pending File		2															19.0	\$907.69	\$2,843.60						
Task 8: Appraisals & Acquisitions																									
8.1 Appraisals & Acquisition		2															21.0	\$806.43	\$2,711.91						
Direct Cost																	4.0	\$221.54	\$718.29						
Total Hours =		3.0	99.0	69.0	154.0	89.0	32.0	136.0	40.0	148.0	16.0	10.0	126.0	88.0	107.0	88.0	1077.0	\$48,432.47	\$163,699.55	\$59,761.00	\$19,674.00	\$21,525.00	\$254,129.55		
Total Cost =																		\$48,432.47	\$163,699.55	\$59,761.00	\$19,674.00	\$21,525.00	\$254,129.55		
OPTIONAL TASKS																									
2.6 Record of Survey		2															62.0	\$2,665.00	\$8,737.85						
4.3 Hydraulic Analysis/location Hydraulic Study/Scour		2															10.0	\$654.74	\$1,708.60						
6.8 Regulatory Permits		1															5.0	\$393.77	\$984.90						
8.4 Title and escrow Support		2															6.0	\$346.72	\$1,124.15						
Task 9: Bidding & Post Award																									
9.1 Bidding Assistance/Construction Support		2															78.0	\$3,548.78	\$11,509.26						
9.2 Prepare Record Drawings		2															30.0	\$720.64	\$2,338.48						
Total Hours =		3.0	24.0	24.0	20.0	8.0	8.0	12.0	12.0	24.0	30.0	30.0	30.0	30.0	181.0	181.0	\$8,170.65	\$26,481.23	\$19,420.00	\$19,420.00	\$17,200.00	\$13,680.00	\$76,791.23		
Total Cost =																		\$8,170.65	\$26,481.23	\$19,420.00	\$19,420.00	\$17,200.00	\$13,680.00	\$76,791.23	

NOTE: Labor costs to be invoiced based on actual hourly rate plus overhead plus fee. Subconsultants and Other Direct Costs to be invoiced at actual costs.

REVISED EXHIBIT B

Kings County - 16th Avenue at Tulare Lake Canal - Amendment 1																								
No.	TASKS	Principal in Charge		Project Manager - PM		Senior Engineer - DE		Associate Engineer - DE		Specification Engineer		Assistant Engineer		Drafter 2		CAD Manager		Admin		Quincy Total Hours	Quincy Loaded	Kleinfelder	GEI	Subconsultant Subtotal
		JQ	\$92.30	LS	\$57.00	SM	\$68.40	bridge	\$50.00	KG	\$78.80	AH	\$33.00	Staff	\$35.00	BM	\$50.00	PJ	\$39.80					
1	Project Management			20		4												4		28	6,645			\$6,645
3	Geotechnical			2																2	551			\$551
6	Environmental			6																6	1,652	33,137		\$34,789
7	PS&E			16		8				16		4		4						53	11,917			\$11,917
9.1	Bidding Assistance/Construction Support																							
9.2	Record Drawings																							
	Fee for additional survey & design work due to overlay																							
	Subtotal - Hours	1	44	8	4	16	4	4	4	16	4	4	4	4	4	4	4	4	4	89				
	Other Direct Costs																							
	Total Cost	\$92	\$3,628	\$547	\$200	\$1,261	\$132	\$140	\$200	\$159	\$20,765	\$33,137	\$53,902											
OPTIONAL TASKS																								
	Subtotal - Hours																							
	Other Direct Costs																							
	Total Cost																							

Requested Increase = Additional Task Cost (\$53,901.96) - Original Contract Funds Remaining (\$9,251.63) = \$44,650.33

New Contract Total = Original Contract (\$371,920.78) + Requested Increase (\$44,650.33) = \$416,571.11

Cost Proposal

Exhibit - A

Kings County - 16th Avenue at Tulare Lake Canal - Amendment 1

Date: 10/2/2019

Quincy Engineering, Inc.

Direct Labor:	\$6,559.50
Escalation for Multi-Year Project (3.5%):	\$229.58
Overhead (1.73):	<u>\$11,751.90</u>

A. Labor Subtotal \$18,540.98

Subconsultant Costs:

	\$0.00
Kleinfelder	\$0.00
GEI	\$33,136.55
	\$0.00
Fee for extra design & survey	\$0.00
	<u>\$0.00</u>

B. Subconsultant Subtotal \$33,136.55

Other Direct Costs:

Plotter/Computer	hours @	\$10.00	\$0.00
Travel	0 miles @	\$0.580	\$0.00
Pier Diem/ Hotel	0 days @	\$150.00	\$0.00
Phone/Fax			\$0.00
Delivery	0 @	\$25.00	\$0.00
Survey Prevailing Wage Differential			\$0.00
Vellum / Mylars	0 sheets @	\$25.00	\$0.00
Title Reports	0 @	\$500.00	\$0.00
11 X 17 Reproduction	0 @	\$0.10	\$0.00
Mounting Boards for Presentations	0 @	\$100.00	\$0.00
Newsletters (Translation and printing)			
Mailings (6x)			

C. Other Direct Cost Subtotal: \$0.00

Labor Subtotal A. =	\$18,540.98
Fee (12.0%):	\$2,224.92
Subconsultant Subtotal B. =	\$33,136.55
Fee (0.0%):	\$0.00
Other Direct Cost Subtotal: C. =	\$0.00
Fee (0.0%):	<u>\$0.00</u>

TOTAL = **\$53,902.45**

Note: Invoices will be based upon actual QEI hourly rates plus overhead at 173.10% plus prorated portion of fixed fee. Subconsultant and Other Direct Costs will be billed at actual cost.

Total not to Exceed= **\$54,000**

County of Tulare
South Fork of the Kaweah River
Bridge Number 46CXXX

Quincy Engineering Inc.

CONSULTANT COST PROPOSAL

CONSULTANT: Quincy Engineering

DIRECT LABOR

Name	Classification	Range	Hours	Initial Hourly Rate	Total
John Quincy	Principal in Charge	\$70-\$105	1 @	\$92.30	\$92.30
Lance Schrey	Project Manager - PM	\$60 - \$87	44 @	\$87.00	\$3,828.00
Scott Mc Cauley	Senior Engineer - DE	\$49 - \$79	8 @	\$68.40	\$547.20
Assistant Bridge Eng.	Associate Engineer - DE	\$32 - \$55	4 @	\$50.00	\$200.00
Greg Young	Specification Engineer	\$49 - \$79	16 @	\$78.80	\$1,260.80
John Quincy	Assistant Engineer	\$70-\$105	4 @	\$33.00	\$132.00
Drafter	Drafter 2	\$22 - \$37	4 @	\$35.00	\$140.00
Bob Maechler	CADD Manager	\$34 - \$56	4 @	\$50.00	\$200.00
Phyllis Jordan	Admin	\$12 - \$55	4 @	\$39.80	\$159.20
		\$25 - \$40	0 @	\$65.00	\$0.00
		\$25 - \$40	0 @	\$42.00	\$0.00
	Senior Engineer - Roadway	\$32 - \$50	0 @	\$59.07	\$0.00
	Assistant Engineer - DE	\$20 - \$32	0 @	\$38.00	\$0.00
	Assistant Engineer - DE	\$45 - \$75	0 @	\$38.00	\$0.00
Bridge	Associate Engineer	\$32 - \$63	0 @	\$50.00	\$0.00
		\$45 - \$70	0 @	\$0.00	\$0.00

89

Subtotal Direct Labor Costs	\$6,559.50
4% Anticipated Salary Increases	\$229.58

TOTAL - Direct Labor \$6,789.08

INDIRECT COSTS

	Rate	Total
Overhead	173.10%	\$11,751.90
Fringe Benefit (Included in OH)	0.00%	
General & Administrative (Included in OH)	0.00%	
	173.10%	

TOTAL - Indirect Costs \$11,751.90

FEE (12.00%)

TOTAL - Fee \$2,224.92

OTHER DIRECT COSTS

		Total
Travel Costs	0 @ \$0.580	\$ -
Per Diem / Hotel	0 @ \$150.00	\$ -
Vellums	0 \$25.00	\$ -
Overnight Service	0 @ \$25.00	\$ -
11 x 17 copies	0 @ \$0.10	\$ -
Extra Work due to Overlay	1 @ \$25,000	\$ 25,000.00

\$0.00

TOTAL COST \$20,765.90

Subcontractor Costs

Total Contract

\$ 33,136.55

\$ 53,902.46

Total Cost not to Exceed = \$54,000.00

2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
3. Anticipated salary increases calculation (page 2) must accompany.

EXHIBIT 10-H1 COST PROPOSAL Page 2 of 3
ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor <u>Subtotal</u> per Cost Proposal \$9,691.64	Total Hours per Cost Proposal 193	=	Avg Hourly Rate \$50.22	5 Year Contract Duration Year 1 Avg Hourly Rate
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2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$50.22	+	3.5%	=	\$51.97	Year 2 Avg Hourly Rate
Year 2	\$51.97	+	3.5%	=	\$53.79	Year 3 Avg Hourly Rate
Year 3	\$53.79	+	3.5%	=	\$55.68	Year 4 Avg Hourly Rate
Year 4	\$55.68	+	3.5%	=	\$57.62	Year 5 Avg Hourly Rate
Year 5	\$57.62	+	3.5%	=	\$59.64	Year 6 Avg Hourly Rate
Year 6	\$59.64	+	3.5%	=	\$61.73	Year 7 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	100.00%	*	193.0	=	193.0	Estimated Hours Year 1
Year 2	0.00%	*	193.0	=	0.0	Estimated Hours Year 2
Year 3	0.00%	*	193.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	193.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	193.0	=	0.0	Estimated Hours Year 5
Year 6	0.00%	*	193.0	=	0.0	Estimated Hours Year 6
Total	100%		Total	=	193.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$50.22	*	193.0	=	\$9,691.64	Estimated Hours Year 1
Year 2	\$51.97	*	0.0	=	\$0.00	Estimated Hours Year 2
Year 3	\$53.79	*	0.0	=	\$0.00	Estimated Hours Year 3
Year 4	\$55.68	*	0.0	=	\$0.00	Estimated Hours Year 4
Year 5	\$57.62	*	0.0	=	\$0.00	Estimated Hours Year 5
Year 6	\$59.64	*	0.0	=	\$0.00	Estimated Hours Year 6
	Total Direct Labor Cost with Escalation			=	\$9,691.64	
	Direct Labor Subtotal before Escalation			=	\$9,691.64	
	Estimated total of Direct Labor Salary Increase			=	\$0.00	Transfer to Page 1

NOTES.

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

- 1 Generally Accepted Accounting Principles (GAAP)
- 2 Terms and conditions of the contract
- 3 Title 23 United States Code Section 112 - Letting of Contracts
- 4 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
- 5 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
- 6 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: _____ Title *: _____

Signature : _____ Date of Certification (mm/dd/yyyy): _____

Email: _____ Phone Number: _____

Address: _____

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM October 29, 2019

SUBMITTED BY: Administration – Rebecca Campbell

SUBJECT: PRIMARY AND ALTERNATE DIRECTOR APPOINTMENTS TO THE CALIFORNIA STATE ASSOCIATION OF COUNTIES BOARD OF DIRECTORS

SUMMARY:

Overview:

Under provisions of the California State Association of Counties (CSAC) Constitution, members of the Board of Directors and alternates are elected by their respective boards of supervisors to one-year terms of office commencing with the first day of the CSAC annual conference. The 2019 conference will be held in San Francisco, California, December 3 - 6, 2019. Any member of the Board of Supervisors is eligible for the directorship. Pursuant to Board policy, the Administrative Office makes no recommendations on commission and advisory board appointments.

Recommendation:

- a. Appoint a Primary Director to the California State Association of Counties Board of Directors; and
- b. Appoint an Alternate Director to the California State Association of Counties Board of Directors.

Fiscal Impact:

None.

BACKGROUND:

Two (2) vacancies exist on the CSAC Board of Directors to represent Kings County on this Board: one regular member and one alternate for 2019. The term of the appointment is for a one-year period commencing on the first day of the CSAC annual conference and terminating the day before the conference in 2020. Both a primary Director and an alternate Director, should the primary be unavailable to attend a meeting, are requested to be

(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.

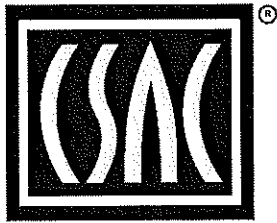
Agenda Item

PRIMARY AND ALTERNATE DIRECTOR APPOINTMENTS TO THE CALIFORNIA STATE ASSOCIATION OF COUNTIES BOARD OF DIRECTORS

October 29, 2019

Page 2 of 2

appointed. Attached is the notification to be filled out upon selection by your Board and a roster for the Board of Directors from 2019. CSAC's Board of Directors and Executive Committee meet regularly throughout the year to set the Association's policy and direction. CSAC also host two major conferences, an Annual Fall meeting, which rotates between northern and southern California, and a Spring Legislative conference in Sacramento.



California State Association of Counties
1100 K Street, Suite 101
Sacramento, CA 95814
Phone (916) 327-7500
Facsimile (916) 321-5047

October 17th, 2019

TO: Chairs, Boards of Supervisors
FROM: Graham Knaus, Executive Director

RE: Selection of CSAC Board of Directors Members

Under provisions of the CSAC Constitution, members of the Board of Directors and alternates are nominated by their respective boards of supervisors and appointed by the Executive Committee to a one-year terms of office commencing with the first day of the CSAC annual conference. This year, that will be on Tuesday, December 3rd, 2019. Any member of your Board of Supervisors is eligible for the directorship.

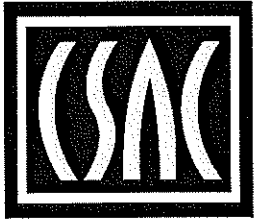
CSAC's Board of Directors holds its first meeting of each year at the association's annual conference. **Thus, it is important that your county has its newly appointed board representative at this first meeting.** Enclosed is a list of current directors, along with a form for use in notifying us of your Board's nomination.

The new Board of Directors will meet at the annual conference, first by caucus (urban, suburban, and rural) to nominate CSAC officers and Executive Committee members, and again as a full Board to elect the 2020 Executive Committee and to conduct other business. Details of these meetings will be sent to you at a later date. Please note that under the CSAC Constitution, Executive Committee members are elected from the membership of the Board of Directors.

If you have any questions or need further information, please contact Korina Jones of my staff at (916) 327-7500 x508 or by email at kjones@counties.org.

Enclosures

cc: 2019 Board of Directors
Clerks, Board of Supervisors



California State Association of Counties
1100 K Street, Suite 101
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NOMINATION OF CSAC BOARD OF DIRECTORS MEMBER FOR YEAR 2019 – 2020

The Board of Supervisors nominates the following named Supervisor(s) to a position on the CSAC Board of Directors for the 2019 – 2020 Association year beginning Tuesday, December 3rd, 2019.

County Name:

Director:

Alternate(s):

Name of individual completing form:

Does the Board of Directors member plan to attend the CSAC Annual Conference (Dec. 3 – 6, 2019) in San Francisco, San Francisco County?

Yes:

No:

PLEASE RETURN BY NOVEMBER 13, 2019 TO:

Korina Jones
California State Association of Counties
1100 K Street, Suite 101
Sacramento, CA 95814
Email: kjones@counties.org
Fax: (916) 441-5507

CALIFORNIA STATE ASSOCIATION OF COUNTIES

Board of Directors

2019

SECTION
U=Urban
S=Suburban
R=Rural

President:
First Vice President:
Second Vice President:
Immediate Past President:

Virginia Bass, Humboldt
Lisa Bartlett, Orange
James Gore, Sonoma
Leticia Perez, Kern

SECTION	COUNTY	DIRECTOR
U	Alameda County	Keith Carson
R	Alpine County	Terry Woodrow
R	Amador County	Richard Forster
S	Butte County	Debra Lucero
R	Calaveras County	Merita Callaway
R	Colusa County	Denise Carter
U	Contra Costa County	John Gioia
R	Del Norte County	Chris Howard
R	El Dorado County	Sue Novasel
U	Fresno County	Buddy Mendes
R	Glenn County	John Viegas
R	Humboldt County	Estelle Fennell
S	Imperial County	Raymond Castillo
R	Inyo County	Jeff Griffiths
S	Kern County	Zack Scrivner
R	Kings County	Craig Pedersen
R	Lake County	Moke Simon
R	Lassen County	Chris Gallagher
U	Los Angeles County	Mark Ridley-Thomas
R	Madera County	Brett Frazier
S	Marin County	Damon Connolly
R	Mariposa County	Miles Menetrey
R	Mendocino County	Carre Brown
S	Merced County	Lee Lor
R	Modoc County	Patricia Cullins
R	Mono County	John Peters
S	Monterey County	Luis Alejo
S	Napa County	Belia Ramos
R	Nevada County	Ed Scofield
U	Orange County	Lisa Bartlett
S	Placer County	Bonnie Gore
R	Plumas County	Lori Simpson
U	Riverside County	Chuck Washington
U	Sacramento County	Susan Peters

R	San Benito County	Jamie De La Cruz
U	San Bernardino County	Janice Rutherford
U	San Diego County	Greg Cox
U	San Francisco City & County	TBA
U	San Joaquin County	Bob Elliott
S	San Luis Obispo County	Bruce Gibson
U	San Mateo County	Carole Groom
S	Santa Barbara County	Das Williams
U	Santa Clara County	Susan Ellenberg
S	Santa Cruz County	Bruce McPherson
S	Shasta County	Leonard Moty
R	Sierra County	Lee Adams
R	Siskiyou County	Ed Valenzuela
S	Solano County	Erin Hannigan
S	Sonoma County	Susan Gorin
S	Stanislaus County	Vito Chiesa
R	Sutter County	Dan Flores
R	Tehama County	Robert Williams
R	Trinity County	Judy Morris
S	Tulare County	Amy Shuklian
R	Tuolumne County	Karl Rodefer
U	Ventura County	Kelly Long
S	Yolo County	Jim Provenza
R	Yuba County	Doug Lofton

ADVISORS

Bruce Goldstein, County Counsels Association, Past President, Sonoma County
 Birgitta Corsello, California Association of County Executives, President, Solano County



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM October 29, 2019

SUBMITTED BY: Administration – Rebecca Campbell

SUBJECT: OUT OF STATE TRAVEL REQUEST

SUMMARY:

Overview:

Historically, Kings County representatives have attended the National Association of Counties (NACo) Legislative Conference in Washington D.C. The County has utilized this trip to coordinate Capitol Hill visits with Paragon Government Relations, Inc., the County’s legislative advocate firm at the national level. Approval of County representatives to attend the 2020 conference will be considered with this action.

Recommendation:

Authorize out-of-state travel to Washington D.C. for Supervisors Craig Pedersen and Doug Verboon, and County Administrative Officer Rebecca Campbell from February 29, 2020 through March 4, 2019, including travel time.

Fiscal Impact:

All costs associated with the trip have been included in the Adopted Fiscal Year 2018-2019 Budget in the Board of Supervisors’ budget (Budget Unit 110000) and within the Administration budget (Budget Unit 111000). Estimated costs are \$3,600 per person. The detail of estimated expenses is shown below:

Estimated Cost for NACo Conference Attendance

Flight	\$	800
Hotel	\$	1,500
Conference registration	\$	515
Taxi/Parking	\$	200
Meals	\$	470
Mileage reimbursement	\$	50
Total per person	\$	<u>3,535</u>

(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 _____

Agenda Item

OUT OF STATE TRAVEL REQUEST

October 29, 2019

Page 2 of 2

BACKGROUND:

NACo represents county governments across the nation by providing legislative, research, technical, and public affairs assistance to its members, of which Kings County is a member. NACo acts as a liaison with other levels of government, works to improve public understanding of counties, serves as an advocate for counties, and provides resources to help with innovative methods to meet the challenges that counties face. Annually, NACo holds a Conference & Exposition, which is the largest meeting of county elected officials and staff from across the country. Participants from counties of every size unite to shape NACo's federal policy agenda and exchange proven practices to improve residents' lives, maximize the efficiency of county government, and hone leadership skills for the future. The conference workshops provide an opportunity to discuss legislative priorities, receive legislative updates, and hear presentations from key national leaders. As a result, the County will benefit from having a presence at the NACo annual conference.

During the NACo annual conference visit, the County's representatives will also have the opportunity to conduct other visits to pursue the County's key federal legislative priorities. Kings County has contracted with Paragon Government Relations, Inc., a federal lobbying firm, to assist the County in pursuing legislative issues and funding at the federal level. The County's representatives at the NACo conference will be able to work with Paragon Government Relations, Inc. to pursue federal objectives as stated in the County's Legislative Platform.