

### Board Members

Doug Verboon, District 3, Chairman  
Craig Pedersen, District 4, Vice Chairman  
Joe Neves, District 1  
Richard Valle, District 2  
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, June 2, 2020  
**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>

### **COUNTY OF KINGS PUBLIC MEETING PROTOCOL IN RESPONSE TO CORONAVIRUS COVID-19**

California Governor Gavin Newsom issued Executive Orders N-25-20 and N-29-20 on March 12, 2020 and March 17, 2020, respectively, relating to the convening of public agency meetings in light of the COVID-19 pandemic. The County of Kings hereby provides notice that it will convene its regularly scheduled public meetings of the Board of Supervisors by teleconference going forward, and will close its Board Chambers to the public generally, except as described below, until further notice.

Pursuant to the Executive Orders, and to maintain the orderly conduct of the meeting, the County of Kings will allow the Board Supervisors, County staff and interested members of the public to attend the meeting telephonically or by the Internet, and to participate in the meeting to the same extent as if they were present in the Board's Chambers. Members of the public who choose to attend the meeting virtually, using certain digital or landline phones, may listen to the audio broadcast of the meeting, but will not be able to comment during the meeting. Only those members of the public who cannot participate virtually, due to a need for a special accommodation (vision, hearing, etc.), may attend the meeting in the Board Chambers where efforts will be made to allow adequate social distancing and to ensure that exposed surfaces are sanitized. No more than 10 individuals will be allowed in the Board Chambers at a time. To secure the accommodation consistent with the American's with Disabilities Act and to attend in person, interested parties will need to contact the Clerk of the Board of Supervisors as directed below no later than 8:30 a.m. the morning of the meeting.

Members of the public who wish to participate in the meeting virtually can do so one of three ways: Via the worldwide web; by telephone; or by postal or electronic mail. Members of the public, who participate via their computers or through the WebEx app, may provide public comment at the meeting by using the "Raise Your Hand" function. Public comment will be limited to two (2) minutes during the "Unscheduled Appearances" section of the meeting. Public comment will not be available via phone. All others who wish to submit comments may only do so as outlined below.

- **Web Access:** To access the meeting via computer, please go to the County's homepage (<https://www.countyofkings.com/>) and click on the link that says **Join Meeting**. You may also participate from your smart phone by downloading the **WebEx Meetings app** to your smartphone. After opening the app, click on **Join Meeting**, and then enter the meeting information. The **meeting number 133 820 0102** and the **password is KingsBOS**.
- If you have trouble logging in through the Internet, you may join the meeting via telephone by calling **(415) 655-0003**, then enter the **access code of 133 820 0102#**.
- For members of the public who wish to participate, but are unable to do so virtually, you may submit written comments on any matter within the Board's subject matter jurisdiction, regardless of whether it is on the agenda for Board consideration or action, and those comments will be entered into the administrative record of the meeting. To submit written comments by U.S. Mail or email for inclusion in the meeting record, they must be received by the Clerk of the Board of Supervisors no later than 9:00 a.m. on the morning of the noticed meeting. To submit written comments by email, please forward them to either [Catherine.Venturella@co.kings.ca.us](mailto:Catherine.Venturella@co.kings.ca.us) or [Melanie.Curtis@co.kings.ca.us](mailto:Melanie.Curtis@co.kings.ca.us). To submit such comments by U.S. Mail, please forward them to:

Clerk of the Board of Supervisors, County of Kings, 1400 W. Lacey Blvd., Hanford, CA 93230



- 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. Two (2) minutes are allowed for each item.*
- III. APPROVAL OF MINUTES**  
**A.** Approval of the minutes from the May 19, 2020 regular meeting.
- IV. CONSENT CALENDAR**  
**A. County Counsel:**  
Consider adopting a Resolution authorizing the Hanford Joint Union High School District to issue and sell bonds directly pursuant to Section 15140(b) of the Education Code.  
**B. Human Services Agency:**  
Consider retroactively approving Agreement #19-5041 with the California Department of Social Services for the provision of legal consultation and representation for the Resource Family Approval program, and authorizing the Human Services Agency Director to sign the Agreement. The term for this agreement is July 1, 2019 through June 30, 2021.  
**C. Department of Public Health:**  
Consider adopting a Resolution authorizing the Director of Public Health to sign and submit a Local Enforcement Agency Grant application to the Department of Resources Recycling and Recovery, and to execute all necessary agreements to secure the grant funds for Kings County.  
**D. Public Works Department:**  
1. Consider:  
a. Approving the Utility Agreement with the High Speed Rail Authority, for the review and approval of design plans for facility work that impact County roads; and  
b. Approving the Agreement with Zumwalt Hansen & Associates, for engineering plan review associated with designs provided by High Speed Rail Authority and their consultants; and  
c. Authorizing the Public Works Director to approve additional costs up to 10% of the agreement amount, if necessary.
- V. REGULAR AGENDA ITEMS**  
**A. Administration – Rebecca Campbell/Roger Bradley**  
1. Consider approving an Agreement with California Forensic Medical Group, Inc. to provide medical, behavioral health, and dental care services in the County Jail and Juvenile Center from July 1, 2020 through June 30, 2024, with two (2) two-year extension options thereafter.  
2. Consider authorizing the Chairman to sign a letter addressing State funding issues for Counties.  
**B. Administration – Rebecca Campbell**  
**Department of Public Health – Edward Hill**  
1. a. Receive an update on the local emergency in Kings County due to the imminent and proximate threat of exposure of COVID-19 on the residents of the County of Kings and take action as deemed necessary; and  
b. Receive an update on the State’s roadmap for modifying the statewide order, the County’s variance to the statewide order, and take action as necessary.



**VI. 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

**VII. CLOSED SESSION**

- ◆ **Deciding to initiate litigation. 2 cases [Govt. Code Section 54956.9 (d)(4)]**
- ◆ **Conference with Labor Negotiator/Meet and Confer: [Govt. Code Section 54957.6]**  
 Negotiators: Rebecca Campbell, Roger Bradley, Henie Ring, Che Johnson of Liebert Cassidy Whitmore
  - General - CLOCEA
  - Supervisors – CLOCEA

**VIII. ADJOURNMENT**

The next regularly scheduled meeting is scheduled for June 9, 2020, at 9:00 a.m.

***FUTURE MEETINGS AND EVENTS***

June 9	9:00 AM	Regular Meeting
June 16	9:00 AM	Regular Meeting
June 23	9:00 AM	Regular Meeting
June 30	9:00 AM	Regular Meeting

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

### Board Members

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Craig Pedersen, District 4, Vice Chairman  
Joe Neves, District 1  
Richard Valle, District 2  
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, May 19, 2020  
**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>

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Clerk of the Board of Supervisors, County of Kings, 1400 W. Lacey Blvd., Hanford, CA 93230



**I. 9:00 AM CALL TO ORDER**

**ROLL CALL – Clerk of the Board**

**INVOCATION – By Andrew Cromwell – Koinonia Church**

**PLEDGE OF ALLEGIANCE**

**ALL MEMBERS PRESENT**

**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. Two (2) minutes are allowed for each item.*

**Andrew Cromwell stated that a working group of local church leaders have been meeting regularly and are here to work with County leaders to make sure the reopen Kings requirements are met and the safety of the community is a top priority.**

**Scott Holwell, Kings County Veteran’s Services Officer stated that he wanted to remind everyone that Memorial Day will be observed on Monday, May 25, 2020 and many of the events have been cancelled due to Covid-19. He stated that anyone can observe and honor those men and women who fought for the rights of our country by visiting the cemetery or by paying tribute safely in their homes .**

**Richard Valle, Supervisor District 2 wanted to give his condolences on the loss of Scott Holwell’s father, a 95 year old World War II Veteran, and thanked him for his service to our Country.**

**Doug Verboon, Supervisor District 3 stated that the sentiments made by Supervisor Valle are echoed by the other Board members on Mr. Holwell’s loss.**

**III. APPROVAL OF MINUTES**

**A. Approval of the minutes from the May 12, 2020 regular meeting and May 15, 2020 special meeting.**

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

**IV. CONSENT CALENDAR**

**A. Agriculture Department:**

1. Consider approving an Amendment to the Cooperative Agreement with the California Department of Food & Agriculture for the enforcement of laws and regulations pertaining to industrial hemp cultivation in Kings County. **[Agmt 19-069.1]**
2. Consider approving a Cooperative Agreement with the California Department of Food and Agriculture for the County’s European Grapevine Moth Detection Program. **[Agmt 20-027]**

**B. Human Services Agency:**

1. Consider:
  - a. Approving an Agreement with the California Business, Consumer Services, and Housing Agency’s Homeless Coordinating and Financing Council for the Homeless Housing, Assistance and Prevention Funding Grant to address immediate homelessness challenges; and
  - b. Authorizing the Human Service Agency Director, or her designee, to sign the Agreement and necessary grant documents. **(4/5 vote required)**



**CONSENT CALENDAR CONTINUED**

**C. Fire Department:**

1. Consider:
  - a. Consider approving the Agreements with the City of Lemoore for the Lemoore Volunteer Fire Department Operational Communications Portable Radio Project and the Lemoore Police Department Operational Communications Portable Radio Project; and  
**[Agmt 20-028, 20-029]**
  - b. Consider approving the Agreements with the City of Hanford for the Hanford Fire Department Operational Communications Mobile Data Terminals and Tablets Project and the Hanford Police Department Operational Communications Mobile Radio Project.  
**[Agmt 20-030, 20-031]**

**D. Sheriff's Office:**

1. Consider:
  - a. Authorizing the purchase of a Massey Ferguson GC1723EL Tractor for the inmate gardening program; and
  - b. Adopting the budget change. **(4/5 vote required)**

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

**V.**

**REGULAR AGENDA ITEMS**

**A. Administration – Rebecca Campbell/Domingo Cruz**

Consider waiving the second reading and adopting Ordinance Number 520.22, the Master Fee Ordinance, including the Master Fee Schedule effective June 18, 2020.

**ACTION: APPROVED A PRESENTED (CP, JN, RV, RF, DV –Aye)**

**B. Administration – Rebecca Campbell  
Department of Public Health – Edward Hill**

2. a. Receive an update on the local emergency in Kings County due to the imminent and proximate threat of exposure of COVID-19 on the residents of the County of Kings and take action as deemed necessary; and
- b. Receive an update on the State's roadmap for modifying the statewide order, the County's attestation for variance to the statewide order, and take action as necessary.

**ACTION: THE BOARD RECEIVED AN UPDATE AND AUTHORIZED THE CHAIRMAN TO SIGN AN AMENDED LETTER OF SUPPORT FOR THE COUNTY'S ATTESTATION. (JN, RV, CP, RF, DV – Aye)**

**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).*

**Supervisor Neves stated that he participated in the Behavioral Health Advisory meeting and the Kings County Homelessness Collaborative meetings on May 18, 2020.**

- ♦ Board Correspondence: **Rebecca Campbell** stated that the Board received a transaction activity report from the Department of Finance, a WARN notice from Enterprise Rent-A-Car, and a petition from the Department of Water Resources for transfer of water from the City of Sacramento to the State Water Contractor agencies.
- ♦ Upcoming Events: **Rebecca Campbell** stated that May is Mental Health Awareness Month.
- ♦ Information on Future Agenda Items: **Rebecca Campbell** stated that the following items would be on future agenda: **Admin – Covid-19 update, Public Works – Deferred improvement agreement for Cornerstone Community Alcohol and Other Drugs Recovery systems, Inc., Admin-State Lobbyist Contract, Admin – SB81 plans, specifications, and advertising.**



**VIII. CLOSED SESSION**

- ◆ **Conference with Labor Negotiator/Meet and Confer: [Govt. Code Section 54957.6]**  
 Negotiators: Rebecca Campbell, Roger Bradley, Henie Ring, Che Johnson of Liebert Cassidy Whitmore
    - Detentions Deputy Association
    - Prosecutor’s Association
    - Management
    - General - CLOCEA
    - Supervisors – CLOCEA
    - Blue Collar – SEUI
    - Firefighter’s Association
    - Deputy Sheriff’s Association
    - Probation Officer’s Association
- REPORT OUT: Lee Burdick stated that she did not anticipate any reportable action being taken in closed session today**

**IX. ADJOURNMENT**

The next regularly scheduled meeting is scheduled for June 2, 2020, at 9:00 a.m. **The regular meeting of May 26, 2020 has been cancelled due to the observance of Memorial Day on May 25, 2020.**

**X. 11:30 AM In Home Supportive Services Public Authority Board Meeting**

***FUTURE MEETINGS AND EVENTS***

May 26	9:00 AM	Regular Meeting Observance of Memorial Day – May 25, 2020
June 2	9:00 AM	Regular Meeting
June 9	9:00 AM	Regular Meeting
June 16	9:00 AM	Regular Meeting
June 23	9:00 AM	Regular Meeting
June 30	9:00 AM	Regular Meeting

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# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM June 2, 2020

**SUBMITTED BY:** County Counsel – Lee Burdick/Carrie Woolley

**SUBJECT:** RESOLUTION AUTHORIZING HANFORD JOINT UNION HIGH SCHOOL DISTRICT TO ISSUE AND SELL BONDS DIRECTLY

**SUMMARY:**

**Overview:**

Hanford Joint Union High School District seeks this Board's approval to directly issue and sell bonds approved in the November 6, 2018 election pursuant to Section 15140(b) of the Education Code without further Board involvement.

**Recommendation:**

**Adopt the Resolution authorizing the Hanford Joint Union High School District to issue and sell bonds directly pursuant to Section 15140(b) of the Education Code.**

**Fiscal Impact:**

None.

**BACKGROUND:**

Under Section 15140 of the Education Code, a county's Board of Supervisors may provide by resolution that the governing body of any school district or community college district, over which the county's superintendent of schools has jurisdiction, may issue and sell bonds on its own behalf without further action of the Board of Supervisors or officers of that county. The county shall, however, levy and collect taxes, pay bonds, and hold bond proceeds and tax funds for the bonds issued and sold.

The Hanford Joint Union High School District (the "District") held a general election within its jurisdictional boundaries on November 6, 2018. With at least a 55% majority, voters approved a District bond measure during

(Cont'd)

**BOARD ACTION:**

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

I hereby certify that the above order was passed and adopted  
on \_\_\_\_\_, 2020.

CATHERINE VENTURELLA, Clerk of the Board

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



## **Agenda Item**

### **RESOLUTION AUTHORIZING HANFORD JOINT UNION HIGH SCHOOL DISTRICT TO ISSUE AND SELL BONDS DIRECTLY**

**June 2, 2020**

**Page 2 of 2**

that election for the issuance and sale of general obligation bonds in the aggregate principal amount of \$33,000,000 (the “Bonds”). The Board of Trustees for the District passed a resolution on May 26, 2020 to authorize the District, pursuant to Section 53506 of the Government Code, to issue and sell a portion of the Bonds up to an aggregate principal amount of \$11,000,000, in one or more series as designated by the District (the “Series 2020 Bonds”). Further, sections 15140 and 15146 of the Education Code authorize the District to sell the Bonds at a negotiated sale.

At this time, the District requests that your Board adopt a Resolution, pursuant to Section 15140 of the Education Code, authorizing the District to proceed with the issuance and sale of its Series 2020 Bonds. Additionally, the proposed Resolution directs the County Auditor-Controller to levy and collect taxes, pay bonds, and hold bond proceeds and tax funds for the bonds issued and sold. A copy of the District’s Resolution authorizing the issuance and sale of the Series 2020 Bonds is available for review with the Clerk of the Board.

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

\* \* \* \* \*

IN THE MATTER OF AUTHORIZING HANFORD                      RESOLUTION NO. \_\_\_\_\_  
JOINT UNION HIGH SCHOOL DISTRICT TO  
SELL BONDS DIRECTLY AND DIRECTING THE  
COUNTY AUDITOR-CONTROLLER TO MAINTAIN  
TAXES ON THE TAX ROLL \_\_\_\_\_/

**WHEREAS**, an election was duly and regularly held in the Hanford Joint Union High School District (the “District”) on November 6, 2018, in accordance with Section 1(b)(3) of Article XIII A of the California Constitution, for the purpose of submitting a bond measure to the qualified electors of the District, authorizing the issuance of general obligation bonds in the aggregate principal amount of \$33,000,000 (the “Bonds”), and at least 55% of the votes cast were in favor of the issuance of the Bonds; and

**WHEREAS**, Sections 53506 and following of the California Government Code (the “Government Code”), including Section 53508.7 thereof, provide that a school district may issue and sell bonds on its own behalf at a private sale pursuant to Section 15140 and 15146 of the California Education Code (the “Education Code”); and

**WHEREAS**, Section 15140(b) of the Education Code provides that the board of supervisors of a county may authorize a school district over which the county superintendent of schools has jurisdiction, and which has not received a qualified or negative certification in its most recent interim report, to issue and sell bonds on its own behalf without further action of the board of supervisors or officers of the county; and

**WHEREAS**, the Board of Trustees of the District, a school district under the jurisdiction of the Superintendent of Schools of the County of Kings, adopted on May 26, 2020, a resolution (the “District Resolution”) providing for the issuance of its “Hanford Joint Union High School District (Kings County, California) General Obligation Bonds, Election of 2018, Series 2020,” in an aggregate principal amount not to exceed \$11,000,000, in one or more series to be designated by the District (the “Series 2020 Bonds”) pursuant to Section 53506 and following of the Government Code and additionally providing for the negotiated sale thereof pursuant to Sections 15140 and 15146 of the Education Code; and

**WHEREAS**, by said District Resolution, the District has requested that this Board of Supervisors (the “Board”) of the County of Kings (the “County”) authorize the District on its own behalf to issue and sell the Series 2020 Bonds at a negotiated sale, all pursuant to Sections 53506 and following of the Government Code and Section 15140(b) of the Education Code and subject to the terms set forth in the District Resolution, and has represented and warranted to the Board that it has not received a qualified or negative certification in its most recent interim report.

**NOW, THEREFORE, IT IS HEREBY RESOLVED** by the Board of Supervisors of the County of Kings as follows:

1. **Application of Section 15140(b) to Bonds sold under the Authorization by the District.** Pursuant to Section 15140(b) of the Education Code, this Board authorizes the District to issue and sell the Bonds on its own behalf under the Authorization, in one or more series of bonds, in an amount not to exceed \$11,000,000, without further action by this Board.

2. **Levy and Collection of Tax for Payment of Bonds.** This Board authorizes the levy and collection, on all taxable property in the County situated within the District, during the period when any of the Bonds are outstanding, of *ad valorem* taxes in an amount sufficient to pay the principal of and interest on the Bonds when due. Such taxes, when collected, shall be paid to the Treasurer pursuant to Section 15251 of the Education Code. The Auditor-Controller is further authorized and directed to maintain on its tax roll, and all subsequent tax rolls, taxes in an amount sufficient to fulfill the requirements of the debt service schedule for the Bonds.

3. **Other Actions.** The Chairperson, the Clerk, the Auditor-Controller, the County Counsel, and the Treasurer and the deputies and designees of such officers, are hereby authorized and directed to execute and deliver any and all certificates, representations or agreements as may be acceptable to County Counsel, and which are deemed necessary and desirable to accomplish the transactions authorized herein or to otherwise comply with the terms of this Resolution. Such actions heretofore taken by such officers, officials and staff are hereby ratified, confirmed and approved.

4. **Effective Date.** This Resolution shall take effect immediately upon its passage.

The foregoing Resolution was adopted upon motion by Supervisor \_\_\_\_\_, seconded by Supervisor \_\_\_\_\_, at a regular meeting held on the 2nd day of June, 2020, by the following vote:

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

By: \_\_\_\_\_  
Chairperson of the Board of Supervisors  
County of Kings, State of California

WITNESS my hand and seal of said Board of Supervisors this 2nd day of June, 2020.

By: \_\_\_\_\_  
Clerk of the Board of Supervisors



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM June 2, 2020

**SUBMITTED BY:** Human Services Agency – Sanja Bugay/Monica Connor

**SUBJECT:** AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF SOCIAL SERVICES FOR THE PROVISION OF LEGAL CONSULTATION AND REPRESENTATION FOR THE RESOURCE FAMILY APPROVAL PROGRAM

**SUMMARY:**

**Overview:**

Agreement #19-5041 between the California Department of Social Services and the County of Kings is for the provision and receipt of legal consultation and representation in administrative action appeals associated with the Resource Family Approval program. The State requires the Board of Supervisors to approve the agreement, and authorize the Director of Human Services to sign it. The Resource Family Approval program is an integral part of the Continuum of Care Reform Assembly Bill (AB) 403 (Chapter 773, Statutes of 2015).

**Recommendation:**

**Retroactively approve Agreement #19-5041 with the California Department of Social Services for the provision of legal consultation and representation for the Resource Family Approval program, and authorize the Human Services Agency Director to sign the Agreement. The term for this agreement is July 1, 2019 through June 30, 2021.**

**Fiscal Impact:**

There is no cost to county general fund associated with these recommended actions. All expenses for legal consultation and representation in administrative appeals are absorbed by the State.

(Cont'd)

**BOARD ACTION:**

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

I hereby certify that the above order was passed and adopted  
on \_\_\_\_\_, 2020.

CATHERINE VENTURELLA, Clerk to the Board

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

## **Agenda Item**

### **AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF SOCIAL SERVICES FOR THE PROVISION OF LEGAL CONSULTATION AND REPRESENTATION FOR THE RESOURCE FAMILY APPROVAL PROGRAM**

**June 2, 2020**

**Page 2 of 2**

#### **BACKGROUND:**

In January 2014, the Human Services Agency (HSA) provided interest in becoming a pilot county for the Resource Family Approval program. As a result, Kings County was selected to be one of the five early implementation counties for the State roll out of the Resource Family Approval (RFA) program. The RFA program is responsible for assessing all families who wish to be foster caregivers, ensuring that standards of safety are met in each resource family home. As of January 1, 2017, all California counties were required to implement the RFA program.

The RFA program follows the California Department of Social Services (CDSS) Resource Family Approval Written Directives to assess and evaluate the applicants. A Resource Family parent, applicant, or an individual has a right to a state hearing and other due process rights if they have received a notice of denial or rescission of approval. The applicant may file an appeal with the right to be heard by an Administrative Judge.

On July 11, 2017, the HSA first presented the agreement to the Board of Supervisors under CDSS agreement #16-5021. The Board of Supervisors authorized the HSA Director to sign the agreement. The agreement was signed on July 12, 2017 and executed the same day for two years.

CDSS has been working on the updated agreement and experienced some delays. On January 17, 2020 a letter was drafted containing the newly drafted agreement on behalf of CDSS. The agreement is for the new term of July 1, 2019 through June 30, 2020. In a letter dated January 17, 2020, Marvel Alder, Contract Analyst for the Department of Social Services Contracts and Purchasing Bureau provided instructions regarding the requirements for this agreement. Human Services Agency is asking to approve the agreement retroactively.

This proposed Agreement will continue to provide legal consultation for the Resource Family Approval program when questions arise regarding the approval or actions of a Resource Family applicant, and whether or not there is a legal basis for the administrative action. If a Resource Family applicant does submit an appeal, the CDSS attorney will represent the HSA during the appeal process. The CDSS attorneys are well versed in the written directives; therefore, they are able to provide excellent legal services relating to the RFA program.

County Counsel has reviewed and approved the Agreement as to form.

**STANDARD AGREEMENT**

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

19-5041

PURCHASING AUTHORITY NUMBER (If Applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

California Department of Social Services

CONTRACTOR NAME

County of Kings

2. The term of this Agreement is:

START DATE

July 1, 2019

THROUGH END DATE

June 30, 2021

3. The maximum amount of this Agreement is:

\$0.00 Zero Dollars and 00/100

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

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	22
Exhibit A - Attachment 1	General Terms and Conditions	7
Exhibit A - Attachment 2	Information Security Requirements	2
Exhibit A - Attachment 3	State of California Public Liability and Workers' Compensation Insurance	1
Exhibit A - Attachment 4	State of California Automobile Liability/Physical Damage	1
Exhibit B	Budget Detail and Payment Provisions	5

Items shown with an asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

**CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

County of Kings

CONTRACTOR BUSINESS ADDRESS

1400 W. Lacey Blvd. #8

CITY

Hanford

STATE

CA

ZIP

93230

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

**STANDARD AGREEMENT**

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

19-5041

PURCHASING AUTHORITY NUMBER (if Applicable)

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

California Department of Social Services

CONTRACTING AGENCY ADDRESS

744 P Street, M.S. 9-6-747

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Tammy T. Gorman

TITLE

SSM1, Contracts and Purchasing Bureau

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (if Applicable)

Exempt per SCM Vol 1. - Chapter 4.04.(A)(2)

**EXHIBIT A  
(Standard Agreement)**

**SCOPE OF WORK**

This Agreement is entered into by and between the California Department of Social Services, hereinafter referred to as the CDSS, and the County of Kings, hereinafter referred to as the County, for the purpose of establishing the responsibilities of the CDSS and the County in the provision and receipt of certain services, including legal consultation and legal representation in administrative action appeals as described within section III of this Agreement, associated with the Resource Family Approval (RFA) program of the County child welfare services agency and the State of California, pursuant to California Welfare and Institutions Code section 16519.5 et seq. Hereinafter, the County and CDSS may be referred to collectively as the “Parties”, or individually as a “Party”. If identified below in Section VII, the CDSS and County have agreed that certain services for the family evaluation, complaint investigations or home health and safety assessments shall be provided as described in Sections IV, V and VI of this Agreement.

I. Background

The RFA program was created to provide a unified, family-friendly, and child-centered process to replace the multiple processes for licensing foster homes, approving relatives and nonrelative extended family members as foster care providers, and approving adoptive families; establish a single set of standards for approvals which allow for the safety, permanence, and well-being needs of the children who have been victims of child abuse and neglect; reduce the use of congregate care placement settings; and decrease the length of time for each child to obtain permanency. Pursuant to Government Code Section 30029.7, subdivision (a)(3), the County and CDSS may enter into an agreement for CDSS to provide services or activities related to RFA. The County and CDSS have identified certain services or activities to be provided by CDSS in order to expedite the delivery of services to children and nonminor dependents who reside or may reside in a resource family home.

II. Definitions

- A. “County” means the largest political division of the State having corporate powers, wherein the County’s powers are exercised through its board of supervisors or through agents and officers acting under the authority of the board or authority conferred by law (Govt. Code § 23000 et seq.). As used in this Agreement, the County includes agents, officers, directors, and County employees who conduct RFA activities on behalf of the County, as described in Welfare and Institutions Code section 16519.5 et seq.
- B. “Resource Family Approval” or “RFA” program means the program wherein an applicant seeks to meet the home environment assessment and permanency assessment standards of the State of California as set forth by CDSS, with an approval provided by the County or applicable Foster Family Agency. This approval is in lieu of the existing foster care license, relative or nonrelative extended family member approval, and the adoption home study.



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- C. "Respondent" means an applicant, resource family parent, or individual who has been served with a Notice of Action and is the subject of an administrative action. For matters that shall be heard by the CDSS State Hearings Division, a "Respondent" also means a "claimant," as defined in CDSS Manual of Policy and Procedures section 22-001.
- D. "Written Directives" (WDs)<sup>1</sup> means the written processes, standards, and requirements issued by the CDSS to implement the RFA Program. (See WDs section 3-01(a)(101).) The WDs have the same force and effect as regulations; ensure that a county uses the same standards for RFA; and ensure that a county does not implement policies or procedures that conflict with or attempt to supersede the WDs; (WDs section 2-01.)

III. Legal Consultation and Legal Representation on Appeals/State Hearings Division (SHD) and Office of Administrative Hearings (OAH)

- A. Role of the CDSS Legal Division in the Provision of Legal Consultation and Legal Representation on Appeals:
  - 1. The CDSS Legal Division shall act as the sole legal representative on behalf of the County in the provision of legal consultations and legal representation on appeals to an RFA Notice of Action. The County is the client and is the final decision maker on decisions affecting the legal rights of the County.
    - a. The Parties shall maintain confidentiality in all communications in accordance with any applicable confidentiality laws, privacy laws, and laws governing attorney-client relationships.
      - i. For the purposes of this section, the County shall ensure that the agents, directors, officers, and employees of the County who conduct RFA activities on behalf of the County, are familiar with and follow applicable laws for privacy and confidentiality, as well as protect and maintain the confidential nature of the communications created by attorney-client relationships, including, but not limited to, Evidence Code section 952 and applicable case law.
  - 2. Except as otherwise provided in this section, the CDSS Legal Division will represent the County on all appeals to an RFA Notice of Action for denial or rescission of resource family approval, denial or rescission of a criminal record exemption, or exclusion of an individual and shall appear on behalf of the County at all proceedings related to such actions that are heard by the SHD or the OAH. Nothing in this section shall preclude a County representative from being present at a RFA hearing.

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<sup>1</sup> Version 6 of the Written Directives was used as a reference in creating this agreement. The Written Directives may be revised by CDSS during the term of this Agreement and shall be in effect from the date of revision.

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3. If the County chooses to represent itself on an appeal in an individual case, it shall not send a Statement of Facts as described in Section III(D) to the CDSS Legal Division to request representation and shall not seek legal advice or direction from the CDSS Legal Division. In those cases, the County hearing representative will receive legal advice and direction from County Counsel or their designee. The CDSS Legal Division will not provide legal representation or advice.
  4. The Parties agree that CDSS Legal Division's scope of work shall not include legal consultation or representation regarding the following:
    - a. Writs or lawsuits or similar actions filed by or against the County, except that the CDSS Legal Division may be available to consult with the County on any such actions arising out of an RFA action as described herein;
    - b. Requests for information or documents from the County such as Public Records Act requests or subpoenas issued to the County;
    - c. Placement of a dependent child or nonminor dependent;
    - d. Relative or non-relative extended family member approvals pursuant to the "*Harris*" case;
    - e. Child Abuse Central Index grievance hearings;
    - f. Dependency or delinquency matters;
    - g. Assistance with issuing or serving an investigatory subpoena or warrant;
    - h. Hearings or proceedings regarding jurisdictional disputes where no Notice of Action for denial or rescission of resource family approval, or denial or rescission of a criminal record exemption, has been served;
    - i. Defending the county on a Temporary Suspension Order (TSO); and
    - j. Any other matter within the authority and direction of the County Counsel.
- B. Duties of the County and the CDSS Legal Division Regarding Consultation:
1. In compliance with the WDs or regulations issued pursuant to Welfare and Institutions Code section 16519.5, the County is required to consult with legal counsel prior to service of a Notice of Action for denial or rescission of resource family approval, or denial or rescission of a criminal record exemption; and is required to consult with the CDSS Legal Division when recommending the exclusion of an individual.
  2. Pursuant to this Agreement, legal consultation for denials or rescissions for which the County seeks CDSS Legal Division representation shall be with the CDSS Legal Division, and not County Counsel.

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3. The County may request a legal consultation with the CDSS Legal Division regarding legal or evidentiary issues related to an investigation, family evaluation or other matters affecting the approval.
4. If the County seeks a TSO against a resource family's approval, in addition to consulting with the CDSS Legal Division on the matter, the County shall consult with their County Counsel prior to service of a TSO.
5. Legal consultation shall not include technical assistance regarding program requirements or procedures, RFA implementation or statewide policies; these issues shall be referred to the CDSS RFA County Liaison, RFA Policy Analyst, or RFA Inbox.
6. The County shall work with the CDSS RFA County Liaison to schedule a regular monthly legal consult meeting. If a matter is urgent, such as a situation warranting the immediate exclusion of an individual or a TSO, the County may contact their CDSS RFA County Liaison by phone, email or in-person and request an urgent consult with their assigned CDSS Legal Division consulting attorney.
7. Prior to a scheduled legal consult, the County shall obtain the evidence necessary to support the information contained in the legal consultation memo related to the County's finding, position, or action requested.
8. The County shall prepare a confidential legal consultation memo for each matter upon which legal advice is sought through a consult with the CDSS Legal Division. A copy of the RFA legal consult memo form can be obtained through the CDSS RFA county liaison. Upon request, the CDSS RFA County Liaison will provide technical assistance to the County regarding the program requirements or procedures including but not limited to family evaluations, RFA implementation, statewide policies, legal consult procedures or how to draft the Notice of Action, legal consultation memo or statement of facts. Both Parties shall maintain the confidentiality of all attorney-client communications, including the legal consult memo.
9. Using a secure or encrypted format, or a secure file transfer protocol, the County shall send a properly completed legal consult memo, the draft Notice of Action, as well as relevant attachments related to the request for consult including, but not limited to, investigations, court records or arrest reports. These documents shall be sent to the CDSS RFA County Liaison and the consulting attorney at least five (5) business days prior to the date of the regularly scheduled consult.
10. The consult meeting is an opportunity for the CDSS Legal Division consulting attorney and CDSS RFA County Liaison to discuss the information in the consult memo provided by the County with the appropriate County staff. Accordingly, the County should make its best efforts to have the assigned County RFA worker or probation officer with knowledge of the facts described in the consult memo present at the consult. If the approval worker or probation officer cannot attend in

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person, the worker or probation officer should attend by teleconference. If that is not possible, the supervisor who is familiar with the facts of the matter shall attend.

11. If a matter to be discussed at the consult involves a recommendation for an exclusion action, a family evaluation conducted by CDSS, an investigation conducted by CDSS, or dual or multiple programs (e.g., RFA and a child care license), the County shall identify and request the appropriate CDSS RFA staff, CDSS adoptions staff or CDSS Community Care Licensing Division (CCLD) staff to attend or teleconference into the consult.
  - a. The County may request the assistance of the CDSS RFA County Liaison in arranging for the necessary CDSS staff to attend.
  - b. The County and CDSS shall share evidence and information regarding related investigations, assessments, or actions as required by the WDs.
  - c. Agents of the County who conduct activities as described in Welfare and Institutions Code section 16519.5 may be present during the portion of a consultation that is applicable to a matter for which the agent acted on behalf of the County, and for which the agent's presence is needed to discuss the information in the consult memo provided by the County. The County shall ensure that the agent of the County is aware of and complies with the confidentiality of the legal consult, the legal advice provided, and the confidentiality of any information shared, as required by law.
12. The CDSS Legal Division consulting attorney shall review the legal consult memo, the draft Notice of Action and attachments and shall advise the County regarding the Notice of Action, the proper hearing forum, and any other matter related to an investigation or proposed action. If the legal consult memo or draft Notice of Action are incomplete, said attorney may return them to the County to complete them or refer the County to the CDSS RFA County Liaison for technical assistance.
13. The CDSS Legal Division consulting attorney shall document the legal advice in writing within 3 to 5 business days, or as agreed upon at the consult, and submit the documentation to the County and the CDSS RFA County Liaison. If the matter involves dual or multiple programs or an exclusion action, the CDSS Legal Division consulting attorney shall provide the relevant CCLD Regional Office staff (licensing action) or CDSS RFA County Liaison (RFA exclusion action) with a copy of the consult memo and legal advice.
14. If the advice of the CDSS Legal Division consulting attorney is to proceed with an action that affects the approval, the County should notify the child(ren)'s placement worker, as applicable.
15. If the County fails to comply with the requirements of this Section III(B), the County waives its right pursuant to this contract to have CDSS Legal Division representation on the appeal.

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**C. County Duties Regarding Processing the Notice of Action and Appeal (NOA)**

1. The County shall serve the NOA in accordance with Welfare and Institutions Code section 16519.6 and the WDs or regulations. The County shall ensure the file contains adequate documentation regarding service of the Notice of Action to the correct address, such as certified mail receipts, and/or a proof of service in accordance with WDs, Article 12: Due Process.
2. If the matter includes an exclusion action or CCLD action, the County shall coordinate administrative actions, including service of the Notices of Action, notice of a related licensing action by CCLD, an exclusion order, or the filing of formal pleadings, with CDSS. (WDs, Article 12.)
3. If an appeal is filed, the County is responsible to comply with the law, WDs or regulations, and internal procedures including, but not limited to, the following:
  - a. Date-stamp the appeal and envelope;
  - b. Update the appeal status in the Notice of Action database (in AARS);
  - c. For OAH cases, immediately send the acknowledgment of appeal to Respondent and begin preparing the case for the CDSS Legal Division as described in paragraph D;
  - d. For SHD cases, begin preparing the case to be sent to the CDSS Legal Division at the same time the appeal is forwarded to the SHD as described in paragraph D;
  - e. Obtain legal case number from CDSS RFA County Liaison and add number to Statement of Facts; and
  - f. Forward the appeal to SHD by uploading the NOA and appeal to SHD's Appeals Case Management System (ACMS).

**D. Preparing the Case to Send to the CDSS Legal Division After Receipt of an Appeal:**

1. To obtain the CDSS Legal Division's representation on an RFA appeal, the County shall prepare a Statement of Facts using the current versions of the following confidential attorney-client forms:
  - a. Form RFA-9029: Statement of Facts Summary Sheet – Resource Family
  - b. Form RFA- 9029C: Complaint and Immediate Deficiencies Log Continuation
  - c. Form RFA-9029D: RFA Statement of Facts Dividers
  - d. Form RFA-9029W: Witnesses Continuation
2. For SHD cases, the County shall prepare the Statement of Facts, a draft position statement, and copies of all approval file documents within ten (10) business days of receipt of an appeal. The documents shall be sent electronically to the CDSS Legal Division by encrypted email or Secure File Transfer (in AARS) at the same time the appeal is forwarded to SHD (WDs, Article 12). The County shall maintain the confidentiality of the attorney-client privileged Statement of Facts forms during any transmission of the forms or in any files maintained by the County. The County

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shall use the draft position statement template provided by CDSS when drafting the position statement.

3. For OAH cases that involve a TSO or immediate exclusion action, the County shall prepare the Statement of Facts forms and copies of the RFA documents and evidence identified in the RFA 9029D: RFA Statement of Facts Dividers and send to the CDSS Legal Division by encrypted email or Secure File Transfer within ten (10) business days of receipt of the appeal. Hard copies of the original documents shall also be sent by mail.
  4. For all other OAH cases, the County shall prepare and mail to the CDSS RFA County Liaison the Statement of Facts forms and originals of all relevant documents within thirty (30) days of receipt of the appeal. The CDSS RFA County Liaison will review the documents, provide any technical assistance necessary, and then forward to the CDSS Legal Division.
  5. The County shall make its best efforts to obtain certified court and law enforcement or other relevant records prior to sending the case to the CDSS Legal Division. If certified records are received after the case has been forwarded, then the County shall forward them to the CDSS Legal Division.
  6. Prior to finalizing the Statement of Facts, the County shall verify that the witness list contact information in Form RFA-9029: Witness List is current and updated, including the current placement and placement worker information for any child or nonminor dependent victim or witness.
- E. Duties of the County and CDSS Legal Division after the CDSS Legal Division Receives the Case:
1. Upon receipt of the case file, the CDSS Legal Division shall be responsible for the following:
    - a. Logging the case into the Legal Case Tracking System (LCTS) and immediately assigning the case to a CDSS Legal Division hearing attorney.
    - b. Preparing a new case memo identifying the hearing attorney and the hearing attorney's contact information and emailing it to the County staff identified on the Statement of Facts and the CDSS RFA County Liaison.
  2. The CDSS Legal Division hearing attorney will review the complete file to determine if the evidence is sufficient to go forward with the requested administrative action. If not, the County will be consulted, and the file may be closed without filing and sent back to the County for an informal resolution or to obtain more evidence.
  3. For cases to be heard at SHD, the CDSS Legal Division hearing attorney will review the draft Position Statement prepared by the County and work with the County to finalize it. Provided that the County provides the necessary and relevant information in a timely fashion, the CDSS Legal Division is responsible for filing the

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Position Statement and exhibits with SHD. The County shall be responsible for making available to Respondent all relevant documents in the County's possession in accordance with the WD's. Prior to disclosure to Respondent, the County shall withhold or redact documents that are confidential or privileged as required by law.

4. For cases to be heard at OAH, the hearing attorney will prepare, sign and file the Accusation or Statement of Issues in accordance with the County's request in the Statement of Facts case summary and serve on the Respondent(s):
  - a. A copy of the filed Accusation or Statement of Issues will be provided to the County welfare director or chief probation officer or designee.
  - b. If there are any substantive changes to the allegations at issue that were identified in the Statement of Facts case summary provided by the County, the CDSS Legal Division shall consult the County welfare director, chief probation officer, or designee for approval prior to filing the Accusation or Statement of Issues.
  - c. A CDSS Legal Division attorney may sign an amended Accusation or Statement of Issues on behalf of the County, if the amendment is approved by the welfare director, probation officer or designee. The CDSS Legal Division shall file a copy of the amended pleading with OAH, as applicable.
5. If a resolution is sought prior to hearing, the CDSS Legal Division will discuss settlement options with the County, Respondent, CCLD or CDSS Program if applicable, draft the settlement agreement, and supervise its finalization. The County shall have the final decision on whether to approve a settlement. If a Respondent seeks to withdraw the appeal or notice of defense, the CDSS Legal Division shall prepare a written withdrawal for Respondent to sign, and if the matter has been set for hearing, submit a copy to the Administrative Law Judge.
6. For OAH cases, the CDSS Legal Division will prepare and serve documents on Respondent in accordance with Government Code sections 11507.5 and 11507.6.
7. While the RFA administrative action is pending, the County shall keep the assigned CDSS Legal Division hearing attorney informed of new developments that occur prior to the hearing (e.g., new arrests or new evidence), and of any changes in the Respondent's address or other contact information. The County shall timely forward any phone calls or correspondence from Respondent, his or her authorized representative, or SHD to the CDSS Legal Division hearing attorney.
8. The County shall assist the CDSS Legal Division, if necessary, in locating witnesses, with the service of subpoenas for appearance at hearing, and with the transportation of witnesses to the hearing. The County shall notify the assigned CDSS Legal Division hearing attorney if there are concerns about the testimony of a child or similarly vulnerable witness at hearing as specified in WDs, Article 12. The County shall assist the CDSS Legal Division hearing attorney in providing information or facilitating contact with the witness's placement worker or treatment provider if a motion to protect the witness is determined to be necessary. The

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County shall provide for the use of one-way closed-circuit television or video in accordance with WDs, section 12-16 (Conduct of Hearing; Confidentiality and Procedures), as applicable.

9. The CDSS Legal Division will represent the County at the prehearing conference, settlement conference, and hearing before SHD or OAH, and prepare any necessary motions, briefs, subpoenas or other hearing documents.
  10. The County shall be responsible for the following hearing-related duties and costs, including but not limited to the following:
    - a. Reserving hearing rooms;
    - b. Interpreters;
    - c. Court reporters;
    - d. Witness and expert witness fees;
    - e. Security, if it is determined by the CDSS Legal Division hearing attorney, the county or an administrative law judge that a threat exists to the health and safety of those persons attending a hearing;
    - f. Obtaining records needed for hearing; and
    - g. Other hearing-related costs.
  11. Following the SHD or OAH hearing, a proposed decision is adopted or rejected by the CDSS Director or designee. If the decision is rejected, the CDSS shall review the record and prepare the final decision and order, in accordance with the established standard.
  12. The CDSS will serve the final decision and order on all parties, including the County.
  13. The CDSS Legal Division may represent the County in a request for reconsideration of the decision and order, a request for rehearing, or a request to set aside a default decision and order. If a conflict of interest exists, then representation by CDSS Legal Division shall be subject to the written consent of the parties and compliance with the Rules of Professional Conduct and paragraph G of this section.
  14. The CDSS Legal Division shall update the statewide data system (i.e., AARS) with the final order or resolution.
- F. Conflict Resolution:
1. If the County and the CDSS Legal Division consulting or hearing attorney disagree with how to proceed on a matter, the matter shall be resolved as follows:
    - a. The matter shall be elevated to the County RFA supervisor and the CDSS Legal Division attorney's supervisor to meet and confer to resolve the matter.



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- b. If no agreement is reached, the matter shall be elevated to the next County supervisor or manager level, and for the CDSS Legal Division, to the Assistant Chief Counsel to meet and confer to resolve the matter.
    - c. If still no agreement is reached, the matter shall be elevated to the Senior Assistant Chief Counsel and the equivalent County RFA program manager level to meet and confer to resolve the matter.
  2. The County has the final decision on how to proceed on a matter, which shall be consistent with the CDSS Legal Division attorney's ethical duties regarding the minimum standards of evidence necessary to proceed with an action and the considerations identified below in paragraph F.3. of this Section.
  3. The resolution discussion shall include consideration of the minimum legal requirements for an action in the applicable statutes and WDs or regulations, any risks attendant to administrative litigation including a negative outcome at hearing, any risks to the health and safety of a child or nonminor dependent that may be caused by a failure to take action, and CDSS oversight responsibilities as mandated by law.
  4. Nothing in this section shall interfere with the Parties' termination rights and the right of the CDSS Legal Division to withdraw from representation pursuant to the terms of this Agreement or applicable law.
- G. Professional Responsibility; Conflict of Interest in Representation
  1. The County acknowledges that the attorneys within the CDSS Legal Division have an ethical and legal duty to avoid a conflict of interest or the appearance of a conflict of interest when providing legal services to the County.
  2. Pursuant to the California Rules of Professional Conduct, the CDSS Legal Division's attorneys may not be permitted to represent a client when there is a conflict of interest. If applicable, the CDSS Legal Division attorney is required to take certain actions which may include, but are not limited to, withdrawal from representation for individual cases or obtaining informed written consent from each client for individual cases.
  3. The Parties acknowledge that there exists an appearance of a conflict of interest or an actual conflict of interest due to the CDSS Legal Division representing both CDSS and the County in administrative actions falling within the jurisdiction of both agencies. By the signing of this Agreement, the Parties are providing their written consent to the CDSS Legal Division's dual representation of both CDSS and the County, where applicable.
  4. In all other matters in which there exists an appearance of a conflict of interest or an actual conflict of interest, the CDSS Legal Division consulting or hearing attorney shall report the conflict to the County in writing as soon as possible after discovering the conflict. Potential conflicts of interests that may arise in RFA matters include, but are not limited to, the following:

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- a. Dual program matters involving an RFA and licensing action where the County and CDSS disagree on how to proceed;
- b. Conflicts regarding the CDSS oversight function over the County's RFA program;
- c. Conflicts due to a lawsuit pending against CDSS or the County; and
- d. A request by the County for reconsideration of a CDSS issued order.

H. Withdrawal from Representation

1. If a County fails to follow legal advice or fails to perform any of its duties as set forth in this Agreement, the CDSS Legal Division retains the right to withdraw on referred cases by sending a written notice identifying those case(s) from which it is withdrawing to the County as specified in Exhibit A, Attachment 1, page 3, Paragraph O (Notices), subparagraphs 2 (United States Mail) or 3 (Facsimile).
2. The Parties acknowledge and agree that the CDSS Legal Division must decline or terminate representation on cases as required by the California Rules of Professional Conduct.

IV. Family Evaluation

A. Provision of Family Evaluation Services

1. If identified in Section VII that the County and CDSS agree that the CDSS Adoptions Services Bureau shall provide family evaluation services on behalf of the County, in part or in full, this Section IV provides the terms and conditions of such services.
2. In conducting the family evaluation services, the CDSS Adoptions Services Bureau will adhere to the requirements specified the Welfare and Institutions Code section 16519.5 and the RFA WDs sections: Definitions, 3-01; Forms, 3-02; County Reporting Requirements, 4-03; Implementation of Resource Family Approval Program by a County, 4-05; and Family Evaluation, 6-05.

B. The CDSS Adoptions Services Bureau and County agree to coordinate efforts in the following areas:

1. Exchange of information about resource family applicants and keeping each Party informed of general progress in the family evaluations and changes that may affect the evaluation. This exchange may include, but is not limited to, any information (e.g. complaints, concerns, adverse actions) that would reflect the suitability of the prospective resource family.
2. Communication regarding the general progress of the evaluation that may affect the work provided by each Party, including potential inability to complete the evaluation, as needed.

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3. Establishing mutually agreed upon timelines for completing the family evaluation.
4. Complying with the applicable laws and the RFA WDs relevant to family evaluations.
5. Providing other appropriate and necessary coordination as needed.

C. Responsibilities of the County

1. The County will take the following actions:
  - a. Refer resource family applicants to the appropriate CDSS Adoptions Regional Office for a family evaluation.
  - b. Securely provide all necessary documents to the CDSS Adoptions Regional Office in order to conduct a family evaluation, including, but not limited to, RFA applications, health history screening results, personal letters of references, whether criminal record clearances or exemptions were granted or denied, substantiated reports of child abuse and neglect, Department of Motor Vehicles (DMV) records, and employment verifications.
  - c. Notify resource family applicants that the County may share confidential information with CDSS to conduct a family evaluation and that CDSS will perform the family evaluation for the County.

D. Responsibilities of the CDSS

1. The CDSS will take the following actions:
  - a. Assign a CDSS Adoptions Specialist with a Master's degree in Social Work who may also be a Licensed Clinical Social Worker for each family evaluation.
  - b. Conduct an evaluation of resource family applicants according to the RFA WDs section 6-05: Family Evaluation.
  - c. Conduct a separate face-to-face interview of all persons living in the home as specified in RFA WDs section 6-05(a)(2).
  - d. Request approval from the County to refer an applicant for a psychological evaluation, drug and alcohol assessment or testing, counseling, or other services during the evaluation as necessary. Associated costs of the services of the referrals shall be the responsibility of the County and paid by the County outside this Agreement to the applicable service provider.

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- e. Prepare a written family evaluation that includes an evaluation of the information obtained during a family evaluation of the resource family applicant, including a risk assessment, and recommendations that RFA be approved or denied.
- f. CDSS will provide the County with the written family evaluation report within sixty (60) days of receipt of the referral for the family evaluation, with priority for completed family evaluations for relatives with emergency placements, unless further information is needed to complete the evaluation.
- g. Ensure all records provided to CDSS by the County and all information obtained in order to conduct a family evaluation are kept confidential as specified in RFA WDs section 4-04: Confidentiality.
- h. Provide for a copy of the family evaluation file upon request of the County staff responsible for the provision of RFA services.
- i. Provide a CDSS Adoptions Specialist to testify as to the family evaluation if the results of a family evaluation are at issue during an administrative hearing.
- j. Absent pending litigation or other good cause identified by CDSS, the Adoptions Regional Office shall retain the records of the family evaluation for ninety (90) days after an evaluation is provided to the County. Thereafter, the family evaluation file shall be securely delivered to the County. The County shall retain the closed evaluation file in accordance with the retention policies of CDSS. Access to a copy of the family evaluation file shall be made available to CDSS (or its agents or representatives) upon request in the event of audit, or as required or permitted by law.
- k. For each request, the County shall provide a copy within ten (10) business days, unless the request is identified as urgent. The County shall use its best efforts to provide a copy within the period identified by CDSS for an urgent request.

**E. Conflict Resolution**

- 1. The County and the CDSS will use customary and available problem-solving methods and resources in efforts to resolve differences. Any disagreements or conflicts regarding resource family evaluation services provided by the Parties for a particular individual will be resolved as follows:
  - a. The primary social worker from the County and the CDSS will meet and confer to resolve differences regarding a particular family evaluation.
  - b. If the primary social workers are unable to resolve differences, the County supervisor and the CDSS supervisor and primary social workers will meet and confer to resolve differences.

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- c. If the supervisors and social workers are unable to resolve differences, the County Program Manager and the CDSS Adoptions Regional Office Manager and their respective supervisors and social workers will meet and confer to resolve differences.
- d. If the differences remain unresolved through the process specified above, the matter will be referred to the next higher level of management for each of the Parties until the matter is resolved.

**F. Conflict of Interest**

1. The CDSS Adoptions Regional Office staff conducting family evaluations shall be instructed to avoid a conflict of interest or the appearance of a conflict of interest when rendering services.
2. The CDSS shall direct CDSS Adoptions Specialists to RFA WDs section 4-02(g) to identify any conflict of interest. If there exists an appearance of a conflict of interest or an actual conflict of interest, the Adoptions Specialist shall report the conflict to his/her supervisor, who may transfer responsibility for the evaluation to another Adoptions Specialist.

**V. Complaint Investigations**

**A. Agreement to Provide Complaint Investigation Services**

1. The County and CDSS agree that the CDSS CCLD shall investigate on behalf of the County all complaint allegations, made against resource families, if these services are identified in Section VII; this Section V provides the terms and conditions agreed upon by the Parties for all such investigations.
2. In conducting complaint investigations, the CCLD Regional Office will adhere to the requirements specified in RFA WDs sections 3-01, 3-02, 4-03, 4-05, and 9-06A.

**B. Coordination of Efforts**

The CDSS and County agree to coordinate efforts in the following areas:

1. As necessary, exchange information about each resource family complaint investigation and keep each Party informed of general progress in the complaint investigation and changes that may affect the result. This exchange may include, but is not limited to, any information (e.g. concerns, post complaint events, or adverse actions) relevant to the complaint investigation.
2. As needed, communicate the general progress in the complaint investigation that may affect the work provided by each Party, including potential inability to complete the complaint investigation.

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3. Establish mutually agreed upon timelines for providing requested information or responses for actions not specified in the RFA WDs or applicable law.
4. Provide other appropriate and necessary coordination as needed.

**C. Complaint Referral to the CCLD**

1. After the preliminary review specified in RFA WD section 9-06A(c), the County will refer each complaint that requires an investigation to the appropriate CCLD Office within one (1) business day following receipt of the complaint as specified in RFA WD section 4-03(e).
2. The referral must be in writing and include the physical address location of the County's file for the resource family, the contact information of the custodian of the resource family's file, the contact information of the complainant, and detailed information regarding the complaint allegation.

**D. Complaint Assignment**

1. Upon receipt of the complaint referral, the CCLD Regional Office shall create a file and associated file complaint number in a CCLD database for each resource family complaint investigation.
2. Upon receipt of the referral of the complaint, the CCLD Regional Office will immediately assign the complaint to staff for investigation.
3. Upon assignment, the assigned CCLD Regional Office staff will contact the custodian of the resource family file and undertake a process to secure access to the resource family file or a copy of the file.
  - a. The County agrees to allow the CCLD Office staff to have access to the resource family's file or to be provided a copy, upon request. If a copy will be provided electronically, the County is responsible for securely transferring the file to the appropriate CCLD Regional Office staff.

**E. File Review and Initial Complaint Investigation**

1. Upon receipt of a copy of the resource family's file or access to the file, the CCLD Regional Office staff shall undertake the following:
  - a. Review the file for any conflicts of interest in order to comply with the conflict of interest provisions in RFA WDs section 9-06A(o) and (p).

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- i. If a conflict exists or appears to exist, the CCLD Regional Office staff shall immediately report the conflict to his or her supervisor, who may transfer responsibility for the complaint investigation to another staff member.
    - b. Review the resource family's file and any related licensing files.
    - c. Confirm whether any adverse action against the resource family is currently in process by CDSS or the County, or previously undertaken or concluded by either Party. If such exist, documentation regarding the adverse action shall be made available by the County or other Division of CDSS.
      - i. The additional documentation of any adverse actions shall be reviewed and made a part of the complaint investigation file.
  2. Initial Investigation Activities
    - a. The CCLD Regional Office staff will interview the complainant, if known.
    - b. Witnesses of the alleged RFA violation may be contacted by the CCLD Regional Office during the initial investigation and throughout the period the complaint investigation remains open.
    - c. Any documentation received during the complaint investigation shall be made a part of the complaint investigation file.
- F. The Initial 10-Day Visit to the Resource Family Home
1. The CCLD Regional Office staff will conduct an unannounced visit to the resource family's home within ten (10) calendar days of receipt of the complaint referral, except as specified in RFA WDs section 9-06A(j), (k), and (o).
  2. The initial 10-day visit shall be fully documented in the CCLD complaint investigation file.
- G. New Allegations

The CCLD Regional Office staff shall immediately report any new allegation(s) disclosed during an investigation to the County.

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H. RFA Deficiencies

The CCLD Regional Office staff shall report any known or potential deficiencies unrelated to the complaint to the County so the County RFA staff can take appropriate action in response.

I. Further Investigation Required

The CCLD Regional Office staff will notify the County if the complaint investigation cannot be completed within ninety (90) days after the initial 10-day visit because further investigation is required.

J. Complaint Investigation Report

1. The CCLD Regional Office staff will prepare a written complaint investigation report containing a finding for each allegation as either substantiated, inconclusive, or unfounded.
2. The CCLD Regional Office staff will forward the written complaint investigation report to the County upon completion.
3. If the County disagrees with the CCLD Regional Office complaint investigation report findings, then it shall contact the CCLD Regional Office to discuss and/or to request additional clarification.

K. Notification to Resource Family and Complainant

1. Upon receipt of the complaint investigation report, the County shall deliver a copy of the complaint investigation report to the resource family.
2. Upon request by the County, the CCLD Regional Office staff responsible for the complaint investigation report will provide technical assistance.
3. The County shall notify the complainant, if known, of the findings of the complaint investigation.

L. Follow-Up

For substantiated findings, the County RFA staff shall develop a corrective action plan for the resource family to correct identified deficiencies, or may take other action as specified in the RFA WDs. Nevertheless, if a County determines that it is not possible to correct an identified deficiency, then the County shall document the deficiency and may proceed with the necessary administrative action as specified in the RFA WDs.



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M. Cross-Reporting Investigation Results

The County shall report investigation results as specified in applicable law, RFA WDs section 4-04 and 9-06C, or as required by this Agreement.

N. Records

1. Absent threatened or pending litigation or other good cause identified by CDSS, records related to the complaint investigation shall be held by the CCLD Regional Office for the duration of this Agreement and for three (3) years following the expiration or termination of this Agreement or three (3) years following the end date of the provision of complaint investigation services, whichever first occurs. Thereafter, the records for the complaint investigations specified in this Agreement shall be delivered to the County.
2. Within ten (10) calendar days of the County's written request, the CCLD Regional Office shall provide a copy of any complaint investigation file created pursuant to this Agreement.

O. Reporting Complaints with Investigations Pending

The CCLD Regional Office shall provide to the County monthly written reports of complaint investigations open longer than ninety (90) days and subject to further investigation.

VI. Home Health and Safety Assessment

A. Provision of Home and Health Safety Assessment Services

1. If identified in Section VII that the County and CDSS agree that the CDSS Adoptions Services Bureau shall provide home health and safety assessment services on behalf of the County, in part or in full, this Section VI provides a description of the services and the responsibilities of the Parties.
2. In conducting the home health and safety assessment services as described in the WDs, Article 6, section 6-02: Home Environment Assessment, paragraph (a) (2), the CDSS Adoptions Services Bureau will adhere to the requirements specified in the Welfare and Institutions Code section 16519.5, the most recently published version of the RFA WDs, and the most recently published version of the Form RFA-03<sup>2</sup>. Resource Family Home Health and Safety Assessment Checklist (hereinafter referred to as Form RFA-03). As appropriate CDSS shall refer to the WDs, to complete the Form RFA-03 and provide the required summary.

B. The CDSS Adoptions Services Bureau and the County agree to coordinate efforts in the following areas:

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<sup>2</sup> The RFA-03 form includes applicable instructions in the WD sections 11-01 through 11-16 regarding First Aid supplies including but not limited to provisions regarding self-administering, storing and documenting.

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1. Exchange information about resource family applicants and keep each other informed of general progress in the home health and safety assessment and changes that may affect the assessment. This exchange may include, but is not limited to, any information (e.g. complaints, concerns, adverse actions) that would reflect the suitability of the prospective resource family applicant(s).
2. As needed communicate the general progress in the assessment that may affect the work provided by each Party, including facts or circumstances which may delay or prevent the completion of the assessment within sixty (60) days.
3. Establish mutually agreed upon timelines for completing the home health and safety assessment when such cannot be completed within sixty days. Comply with the RFA WDs relevant to home health and safety assessments.
4. Provide other appropriate and necessary coordination as needed.

**C. Responsibilities of the County**

1. The County will take the following actions:
  - a. Refer resource family applicants to the appropriate CDSS Adoptions Regional Office for a home health and safety assessment.
  - b. Timely provide all necessary documents to the CDSS Adoptions Regional Office, using a secure or encrypted format, or a secure file transfer protocol, so that each home health and safety assessment may be completed within sixty (60) days.
  - c. Notify resource family applicants that CDSS will perform the home health and safety assessment for the County.
  - d. Conduct the background checks and related activities as described in the RFA WDs, section 6-03A.
  - e. For items identified as incomplete in the Home, Health and Safety Assessment provided by CDSS or form RFA 03 the County shall be responsible for verifying completion prior to approval of the resource family.

**D. Responsibilities of the CDSS**

1. The CDSS will take the following actions:
  - a. Assign a CDSS Adoptions Specialist with a Master's degree in Social Work who may also be bilingual and/or a Licensed Clinical Social Worker for each home health and safety assessment.

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- b. Conduct a home health and safety assessment according to the RFA WDs section 6-02(a)(2): that includes all of the following: A health and safety assessment of the home and grounds, outdoor activity space and storage areas of the applicant's home using form RFA-03: Resource Family Home Health and Safety Assessment Checklist, to determine compliance with certain sections of Article 11 of the WDs and, if applicable, section 11.1-07: Additional Home and Grounds Requirements for Specialized Resource Families.
- c. Prepare a summary of the home health and safety assessment in a written format that includes an evaluation of the information obtained during a home health and safety assessment of the resource family applicant's home and property, e.g. if there are items that needed to be repaired or purchased.
- d. CDSS will provide the County with the written summary report, that also includes the completed Form RFA 03, within sixty (60) days of receipt of the referral from the County for the home health and safety assessment.
- e. Ensure all records provided to CDSS by the County and all information obtained in order to conduct a home health and safety assessment are kept confidential as specified in RFA WDs section 4-04: Confidentiality.
- f. Provide for a copy of the home health and safety assessment file upon request of the County staff responsible for the provision of RFA services.
- g. Provide a CDSS Adoptions Specialist to testify in regards to the home health and safety assessment if the results of a home health and safety assessment are at issue during an administrative hearing.
- h. Absent pending litigation or other good cause identified by CDSS, the Adoptions Regional Office shall retain the records of the home health and safety assessment for ninety (90) days after an assessment is provided to the County. Thereafter, the home health and safety assessment file shall be securely delivered to the County. The County shall retain the closed assessment file in accordance with the retention policies set forth in Article 10, section 10-05 of the Written Directives. Access to a copy of the home health and safety assessment section of the resource family file shall be made available to CDSS (or its agents or representatives) upon request in the event of a review or audit, as permitted by law, or as required by court order.

**E. Conflict Resolution**

1. The County and the CDSS will act in good faith to resolve differences. Any disagreements or conflicts regarding resource family home health and safety assessments and how they are performed will be resolved as follows:
  - a. The primary social worker from the County and the CDSS will meet and confer to resolve differences regarding home health and safety assessments.

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- b. If the primary social workers are unable to resolve differences, the County supervisor and the CDSS supervisor and primary social workers will meet and confer to resolve differences.
- c. If the supervisors and social workers are unable to resolve differences, the County Program Manager and the CDSS Adoptions Regional Office Manager and their respective supervisors and social workers will meet and confer to resolve differences. Requests shall be made by written communication such as email to /from the county to/from the relevant CDSS Adoptions Regional Office Manager. Response times between the parties will be no longer than seven calendar days. Communication may be in person or by telephone. Meetings will continue until the differences are resolved.
- d. If the differences remain unresolved through the process specified above, the matter will be referred to the next higher level of management for each of the Parties until the matter is resolved if appropriate.

**F. Conflict of Interest**

1. The CDSS Adoptions Regional Office staff conducting home health and safety assessments shall be instructed to avoid a conflict of interest or the appearance of a conflict of interest when rendering services.
2. The CDSS shall direct CDSS Adoptions Specialists to RFA WDs section 4-02(g) to identify any conflict of interest. If there exists an appearance of a conflict of interest or an actual conflict of interest, the Adoptions Specialist shall report the conflict to his/her supervisor, who may transfer responsibility for the home health and safety assessment to another Adoptions Specialist.

**VII. Identification of Services**

The Parties identify that in addition to the services of section III, Legal Consultation and Legal Representation on Appeals, the services described in Section IV, Section V and/or Section VI are a part of this Agreement, if checked below:

Section IV, Family Evaluation

Section V, Complaint Investigations

Section VI, Home Health and Safety Assessment

In the event this Agreement expires or is terminated with open evaluations, investigations, assessments, or legal consultations or representation, CDSS may complete such services in accordance with the terms if this Agreement.

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VIII. Project Representatives for CDSS and the County

CDSS Program Representative:

Name: Brian Turner  
Title: CCR Policy Analyst  
Address: 744 P Street, MS 9-14-46  
Sacramento, CA 95814  
Phone: 916-651-7082  
Facsimile: Not Available  
Email: [Brian.Turner@dss.ca.gov](mailto:Brian.Turner@dss.ca.gov)

County of Kings Representative:

Name: Patricia Shubert  
Title: RFA Manager  
Address: 1400 W. Lacey Blvd. #8  
Hanford, CA 93230  
Phone: 559-852-4810  
Email: [Patricia.shubert@co.kings.ca.us](mailto:Patricia.shubert@co.kings.ca.us)

Changes to the project representative information may be made by written notice to the other Party and shall not require an amendment to this Agreement.

IX. Authority to Enter into This Agreement

Each Party entering into this Agreement represents the existence of the authority to enter into this Agreement on behalf of the named Party.

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### A. Term

The initial term of this Agreement shall commence on July 1, 2019 and shall terminate on June 30, 2021 (the “**Initial Term**”). This Agreement may be renewed by written amendment on a year-to-year basis for each one-year renewal period, upon its commencement, to constitute part of the “**Term**” for all purposes hereunder.

### B. Termination

1. Termination without Cause: Each Party reserves the right to terminate this Agreement at any time and for any reason upon provision of ninety (90) days’ advance written notice to the other Party in accordance with paragraph O (Notices).
2. Termination for Cause: Each Party reserves the right to terminate the Agreement for cause. In addition, if either Party defaults under this agreement, the agreement may be terminated by the non-defaulting Party effective upon provision of forty-five (45) days advance written notice of termination provided to the defaulting Party in accordance with paragraph O (Notices).
3. Default Costs: In the event of termination of this Agreement due to a default by either Party, the non-defaulting Party shall not be liable for any costs incurred by the defaulting Party in connection with such termination.
4. Return of Materials: Upon the expiration or earlier termination of this Agreement, each Party shall return to the other Party any and all materials, equipment or documents provided by the other Party in connection with the activities governed by this Agreement within ten (10) business days of written demand therefor.

### C. Ineligible for Federal Assistance

This Agreement is void or voidable if the either Party receives reliable information that the other Party has been debarred, suspended, proposed for debarment, excluded or disqualified under the non-procurement common rule, or otherwise declared ineligible from receiving Federal agreements, certain sub-agreements, and certain Federal assistance and benefits.

### D. Amendments

This Agreement may be modified, amended, or supplemented only by a written amendment, signed by a Representative from each Party, who has the authority to act on behalf of their respective Party. Each Party is responsible for obtaining the necessary approval(s) before entering into any amendment.

## GENERAL TERMS AND CONDITIONS

### **E. Time**

1. Time is of the essence for the performance of the services of this Agreement. Each Party shall promptly comply with the terms of this agreement and in the performance of the activities described in Exhibit A, Sections III, IV, V, and VI. If a Party is unable to comply with a term or requirement of this Agreement, it shall promptly notify the other Party's Project Representative of the inability to comply with the particular requirement or term.
2. Each Party to this Agreement shall devote such time to the performance of the activities described in Exhibit A as may be reasonably necessary for the satisfactory performance of the obligations of this Agreement.
3. The Party failing to meet the timelines described in the services in Exhibit A, Sections III, IV, V and VI of this Agreement shall be responsible for any fees or costs imposed by the applicable law which result due to the other Party.

### **F. Default**

Neither party shall be considered to be in default of this agreement to the extent the performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the Party.

### **G. Conflict of Interest**

The Parties agree to enforce the requirements of the California Government Code, Section 1090 et seq. and Sections 87100 through 87105 to prevent a public officer or employee, including a subcontractor, from participating in an activity that would constitute a conflict of interest.

### **H. Nondiscrimination**

The Parties shall not discriminate in the employment of persons necessary to perform this Agreement on any legally impermissible basis, including on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status.

1. The Parties represent that each is aware and shall follow: a) Title VII of the Civil Rights Act of 1964, including subsequent amendments (42 U.S.C. § 2000e et seq.); b) the Age Discrimination Act of 1967 (29 U.S.C. § 621 et seq.); c) Title I of the Americans with Disabilities Act of 2008 (42 U.S.C. § 12101 et seq.); and d) the California Fair Employment and Housing Act (California Govt. Code, § 12900 et seq.), including the related regulations commencing at 2 CCR § 11006 et seq.
2. In the provision of services each Party shall be responsible for the actions of its employees, directors or officers so that employees and applicants for

## **GENERAL TERMS AND CONDITIONS**

employment and any member of the public are free from any unlawful discrimination.

3. The Parties agree to include the non-discrimination and compliance provision of this paragraph in all sub-agreements, if any, to perform services under this Agreement.

### **I. Change in Statutes or Regulations**

If there is a change of statute or regulations, including the Written Directives (WDs), applicable to the performance of this Agreement, both Parties agree to be governed by the new provisions, unless either party gives Notice to terminate pursuant paragraph O of this Agreement or identifies through written correspondence that the changes in law require negotiation of the responsibilities or terms of the Agreement.

### **J. Assignment**

Except as specifically authorized within the Agreement, no rights may be assigned and no duties under this Agreement may be delegated by a Party without the prior written consent of the other, and any attempted assignment or delegation without such consent shall be void. Each successor or assignee of the applicable Party to this agreement shall be held jointly and severally liable under this agreement.

### **K. Responsibility of Project Representatives**

All matters concerning the administration of this Agreement, which are within the responsibility of the Parties shall be under the direction of, or shall be submitted to, the respective Project Representative or the party's employee specified, in writing, by the Project Representative. A Party may, in its sole discretion, change its designation of its Project Representative upon providing written notice to the other Party at least ten days prior to such change in accordance with paragraph O (Notices). The Project Representatives for the Parties are specified in the Exhibit A, Page 19, in Section VIII.

### **L. Waiver**

1. Any waiver shall be memorialized in writing, and signed by the Project Representative of each Party. However, neither Party may waive provision or right in the Agreement that is a required act specified in the WDs.
2. The failure of either Party to enforce any right or provision of this agreement shall not be construed as a waiver by the other Party of its rights under the agreement and shall not prevent the other Party from subsequently enforcing such right or provision.

### **M. Cumulative Rights**

The rights and remedies of the Parties herein are cumulative and are in addition to any other rights or remedies that the Parties may have at law or in equity.



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### **N. Severability**

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

### **O. Notices**

A notice to the other Party in the administration of this Agreement shall be given to the Party's Project Representative by regular mail, by facsimile transmission, or by email as more particularly specified in this paragraph. Any such notice will be deemed given on:

1. Personal Service: The day the notice is personally delivered to the Party's Project Representative.
2. United States Mail: Five days after the date the notice is deposited in the United States mail, addressed to a Party's Project Representative with first-class postage fully prepaid;
3. Facsimile: On the day the notice is transmitted by facsimile to the facsimile number specified as specified in Section VIII, provided that an original of such notice is deposited in the United States mail, addressed to the Party's Project Representative on the same day as the facsimile transmission is made; or

Email: On the day the notice is transmitted by email to the email address of the Party's Project Representative.

### **P. Compliance with Applicable Laws**

The Parties shall comply with all applicable federal, state and local laws now, or hereafter, in force, and with any applicable regulations, in performing the work and providing the service specified in this agreement. This obligation includes, without limitation, the acquisition, and maintenance of any permits, licenses, or other entitlements necessary to perform the duties imposed expressly or impliedly under this Agreement.

### **Q. Negotiated Agreement**

This Agreement was negotiated between the Parties. Neither Party is deemed to be the Party which prepared this Agreement within the meaning of California Civil Code, section 1654.

### **R. Independent Advice**

Each Party represents that in executing this Agreement it does so with full knowledge of the rights and duties it may have with respect to the other Party. Each Party also represents that it has received independent legal advice from its attorney with respect to the matters set

## GENERAL TERMS AND CONDITIONS

forth in this agreement and the rights and duties arising out of this Agreement, or that such Party willingly foregoes any such consultation.

### **S. Information Subject to a Business Associate Agreement**

The Parties agree to identify for the other Party protected health information in the records that was provided through a business associate agreement of a covered entity, as required by 42 U.S.C 1320d and its implementing regulations at 45 CFR Parts 142, 160, 162, and 164, collectively referred to as the Health Insurance Portability and Accountability Act Privacy Rule.

### **T. Conflicting Disclosure Laws**

The Parties agree to follow the requirements of the law for the disclosure of confidential records. When in doubt as to whether a record in its possession should be disclosed or withheld, each Party agrees to contact its Legal Counsel for direction.

### **U. Mailing of Confidential Information**

The Parties may use the United States Postal Service to deliver records containing personal or confidential information to the other provided that the record(s) are double enveloped with the interior envelope identified as confidential with the name of the recipient of the mail on the interior envelope. Additionally, each shall require that the records being delivered shall only be delivered to the addressee with an acknowledgement of receipt. The Party sending the records is responsible for obtaining a copy of the signed receipt and maintaining it.

### **V. Transporting Records**

The Parties agree that all records containing personal or confidential information shall be transported in a secure manner. When using a third party who is not a Party to this Agreement to transport records to the other Party, the Parties each agree to notify the other before sending records to the other containing personal or confidential information, as defined in law. Notice may be provided electronically, but receipt of the message must be confirmed before commencing the transport of the records to the other Party. Additionally, except for personal delivery by a representative of the Parties a bonded courier service shall be used. The records shall be securely double-enveloped or boxed with the interior envelope or box identified as confidential and properly addressed to the intended recipient/employee. Upon delivery, the courier shall obtain a signed acknowledgement of receipt from the entity receiving the documents. The Party sending the records is responsible for obtaining a copy of the signed receipt and maintaining it.

### **W. Indemnification**

#### **1. Claims Arising from Acts or Omissions of the County**

The County hereby agrees to defend and indemnify the CDSS, its agents, officers, and employees (hereinafter collectively referred to as the CDSS), from any claim, action or proceeding against the CDSS arising from the County's negligence in the performance of the services and activities of this Agreement, including omissions to

## **GENERAL TERMS AND CONDITIONS**

act. At its discretion, the CDSS may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve the County of any obligation imposed by this Agreement. The CDSS shall notify the County promptly of any claim, action or proceeding and cooperate fully.

### **2. Claims Arising from Acts or Omissions of the CDSS**

The CDSS hereby agrees to defend and indemnify the County, its agents, officers, and employees (hereinafter collectively referred to as the County), from any claim, action or proceeding against the County arising from CDSS' negligence in the performance of the services and activities of this Agreement, including omissions to act. At its discretion, the County may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve the CDSS of any obligation imposed by this Agreement. The CDSS shall notify the County promptly of any claim action or proceeding and cooperate fully.

### **X. Relationship of the Parties**

The CDSS is acting as a contractor for the delivery of the services; this is not a joint venture agreement between the Parties. It is understood by both Parties that this Agreement does not create an employer-employee relationship between the Parties. Each Party agrees that it shall not enter into agreements or make representations or promises on behalf of the other Party, except as identified in Exhibit A.

### **Y. Bankruptcy**

The Parties shall immediately notify the other in the event that either ceases conducting business in the normal manner or becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business on assets, or avails itself of, or becomes subject to, any proceeding under the Federal Bankruptcy Act or any other statute of this state relating to insolvency or protection of the rights of creditors.

### **Z. Insurance Requirements**

The CDSS is a self-insured public entity, which possesses the ability to cover liabilities, including general, professional, motor vehicle, and workers' compensation liabilities arising from or connection with the performance of services under this agreement by CDSS, its employees, officers, or directors. Evidence of self-insurance is provided with Exhibit A, Attachment 3. Evidence of CDSS' self-insurance for liabilities, from the use of motor vehicles includes owned, non-owned, and hired vehicles used by CDSS employees in the performance of services, is provided with Exhibit A, Attachment 4.

### **AA. Title to Documents; Copyrights**

The reports, forms and other materials produced by the CDSS pursuant to this Agreement are the property of the CDSS and shall not be subject to any copyright claimed by the County, its employees, subcontractors or agents. However, the County may use for administrative purposes completed materials developed or produced by the CDSS.

## **GENERAL TERMS AND CONDITIONS**

Incomplete documents or projects may not be used without the prior written consent of the CDSS. Records, reports, or documents containing personal or confidential information shall not be used for any commercial purpose and shall not be copyrighted by either Party, including the employees, officers, directors, or agents of each Party.

### **BB. Venue**

It is agreed by the Parties to this Agreement that, unless expressly waived by CDSS, any action brought to enforce provisions of this Agreement for declaratory relief shall be filed and remain in a court of competent jurisdiction in the County of Sacramento in the State of California.

### **CC. Controlling Law**

The validity, interpretation and performance of this Agreement shall be construed under the laws of the State of California, or when applicable federal law.

### **DD. Entire Agreement**

This Agreement is the entire Agreement of the Parties for the performance of the services described in Exhibit A. There are no understandings or agreements pertaining to this Agreement except as are expressly stated in writing in this Agreement or in any document attached hereto or incorporated by reference. It is the intention of the Parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, agreements, written, or oral, between the Parties.

## Information Security Requirements

### I. Information Security Incidents and/or Breaches

- A. Discovery and Notification of Incidents and/or Breaches.** CDSS shall be responsible for facilitating the Incident and/or Breach response process as described in California Civil Code 1798.29(e), California Civil Code 1798.82(f), and SAM 5340, Incident Management. CDSS shall notify the CDSS Program Contract Manager and the County Information Security and/or Privacy Officer within one working day by telephone call and email upon the discovery of the Incident and/or Breach affecting the security of County Confidential, Sensitive, and/or Personal (CSP) Information if the County CSP was, or is reasonably believed to have been, acquired by an unauthorized person, or there is an intrusion, potential loss, or unauthorized use or disclosure of the County CSP is in violation of the Agreement, this provision, the law, or potential loss of the County CSP that is in violation of this Attachment 2. CDSS shall take:
1. Prompt corrective action to mitigate any risks or damages involved with the Incident and/or Breach and to protect the operating environment;
  2. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.
- B. Isolation of System or Device.** A system or device, containing County CSP, compromised by an Incident and/or Breach involving an exploitation of a technical vulnerability, shall be promptly disconnected from CDSS' production environment with access to only individuals who are participating in the investigation, mitigation, and remediation of the Incident and/or Breach. Such system or device shall remain disconnected from the production environment until the risk from the exploited vulnerability has been adequately mitigated. The County must be contacted prior to placing the previously compromised system or device, containing County CSP, back in the production environment. The affected system or device, containing County CSP, shall not be returned to operation in the production environment until the County Information Security and/or Privacy Officer gives its approval.
- C. Investigation of Incidents and/or Breaches.** CDSS shall promptly investigate such Incidents and/or Breaches.
- D. Updates on Investigation.** CDSS shall provide regular (at least once a week) email updates on the progress of the Incident and/or Breach investigation to the CDSS Program Contract Manager and the County Information Security and/or Privacy Officer.
- E. Written Report.** CDSS shall provide a written report of the investigation to the CDSS Program Contract Manager and the County Information Security and/or Privacy Officer within fifteen (15) working days of the discovery of the Incident and/or Breach. To the extent CDSS has such information, the report shall include but not be limited to the following:

1. CDSS point of contact information;
  2. Description of what happened, including the date of the Incident and/or Breach and the date of the discovery of the Incident and/or Breach, if known;
  3. Description of the types of County CSP that were involved and the extent of the information involved in the Incident and/or Breach;
  4. A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed County CSP;
  5. A description of where the County CSP is believed to have been improperly transmitted, sent, or utilized;
  6. A description of the probable causes of the improper use or disclosure;
  7. Whether Civil Code sections 1798.29 or 1798.82 or any other federal or state laws requiring individual notifications of breaches are triggered; and
  8. Full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the Incident and/or Breach.
- F. Notification of Individuals.** CDSS shall notify individuals of the breach or unauthorized use or disclosure when notification is required under applicable state or federal law as determined by the County. CDSS shall pay any costs of such notifications, as well as any costs associated with the breach. The CDSS Program Contract Manager and the County Information Security and/or Privacy Officer shall promptly approve the time, manner and content of any such notifications, and such approval shall not be unreasonably withheld.



January 16, 2019

**STATE OF CALIFORNIA  
PUBLIC LIABILITY AND WORKERS' COMPENSATION  
INSURANCE FISCAL YEAR JULY 1, 2019 / JUNE 30, 2020**

Whom It May Concern:

In accordance with Government Code section 11007.4, the State of California has elected to be self-insured for liability exposures. Under this form of insurance, the State and its employees acting in the course and scope of their employment are insured for tort liability arising out of official State business. All claims against the State of California based on tort liability should be presented as a government claim to the Government Claims Program, P.O. Box 989052 MS 414, West Sacramento, CA 95798-9052. (Gov. Code section 900, et. seq.) Internet link: <http://www.dgs.ca.gov/orim/Programs/GovernmentClaims.aspx>.

The State of California has also elected to be insured for its motor vehicle liability exposures through the State Motor Vehicle Liability Self-Insurance Program (VELSIP). This program provides liability coverage arising out of the operations of motor vehicles used by state employees for official state business (California Vehicle Code Sections 17000 and 17001). Motor vehicle liability claims against the State of California should be presented to the Office of Risk and Insurance Management, P.O. Box 989052 MS-403, West Sacramento, CA 95798-9052, (800) 900-3634, [claims@dgs.ca.gov](mailto:claims@dgs.ca.gov). If your motor vehicle liability claim is not resolved within six months from the date of loss, California law requires you to file a formal claim with the Government Claims Program, P.O. Box 989052 MS 414, West Sacramento, CA 95798-9052. (Gov. Code section 900, et. seq.) Internet link: <http://www.dgs.ca.gov/orim/Programs/GovernmentClaims.aspx>.

The State of California has a Master Agreement with the State Compensation Insurance Fund regarding workers' compensation benefits for all state employees, as required by the Labor Code.

A handwritten signature in black ink, appearing to read "Lynan Graf", is written over a faint, illegible typed name.

Lynan Graf,  
Associate Risk Analyst  
Office of Risk and Insurance Management  
Insurance Services Unit  
Phone: (916) 376-5290  
Fax: (916) 376-5275  
[Lynan.graf@dgs.ca.gov](mailto:Lynan.graf@dgs.ca.gov)



January 16, 2019

**STATE OF CALIFORNIA AUTOMOBILE  
LIABILITY / PHYSICAL DAMAGE  
FISCAL YEAR JULY 1, 2019 / JUNE 30, 2020**

To Whom It May Concern:

Please accept this letter as certification that the State of California has elected to be self-insured for liability and physical damage arising out of the ownership, maintenance, and operation of land motor vehicles.

Under this program, the Office of Risk and Insurance Management administers liability claims arising out of the operation of the vehicle. Physical Damage to such vehicle may be reimbursed by the Employing State Agency in accordance with State Administrative Manual (SAM) sections 2420 and 4116.

Sincerely,

A handwritten signature in black ink that reads "Lynan Graf". The signature is written in a cursive style with a large, looping "G" at the end.

Lynan Graf  
Department of General Services  
Associate Risk Analyst  
(916) 376-5290  
[Lynan.Graf@dgs.ca.gov](mailto:Lynan.Graf@dgs.ca.gov)



**EXHIBIT B**  
**(Standard Agreement)**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

A. Invoicing and Payment

1. The maximum amount payable under this Agreement shall not exceed \$0.00. Shown below are the amounts that cannot be exceeded for each of the fiscal year(s):

19/20	\$0.00
20/21	\$0.00

2. For services satisfactorily rendered, and upon receipt and approval of the invoice(s), County agrees to pay CDSS for said services in accordance with the rates specified below:

a. Invoicing for Family Evaluations

- i. If Family Evaluations were identified in Exhibit A, Section VII, as part of this Agreement, CDSS shall provide quarterly invoices in arrears for each quarter in which the Family Evaluation services were completed. The quarterly invoices shall include for each completed Family Evaluation the non-federal cost per case rate.
- ii. The CDSS shall track each Family Evaluation and invoice for the non-federal share of \$1,244 per each Family Evaluation.<sup>1</sup> CDSS shall not invoice for the amount of the services involving the federal funds share. The non-federal share of costs for each fiscal year will be subject to change based on the applicable federal discount rate for that year.
- iii. The County shall pay CDSS quarterly for the completed Family Evaluations. For payment the County will draw down funds from the General Fund RFA allocation. Once the total RFA allocation is exceeded, the County will use its Local Revenue Fund (LRF) for subsequent payment(s).
- vi. If it is determined by CDSS that the average family evaluation greatly exceeds the estimated hours, CDSS shall provide the documentation regarding the number of hours to the County. For any extension of this Agreement or subsequent agreement for these services the amount paid to CDSS may be increased for the next fiscal year(s).
- v. If the Exhibit A identifies that CDSS will provide only a portion of the County's Family Evaluations, the cost of the Family Evaluation shall be the same as identified in section A, paragraph 2 (a) (ii), above.

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<sup>1</sup> The estimated cost to complete each Family Evaluation is \$1,790.00. The federal funds share is \$546.

**EXHIBIT B  
(Standard Agreement)**

b. Invoicing for Complaint Investigations

- i. If Complaint Investigations were identified in Exhibit A, Section VII, as part of this Agreement, CDSS shall provide quarterly invoices in arrears for each quarter in which the Complaint Investigations were completed. The quarterly invoices shall include, for each completed complaint investigation, the non-federal cost per case rate.
- ii. The CDSS shall track each Complaint Investigation and invoice for the non-federal cost of \$1,146.00.<sup>2</sup> CDSS shall not invoice for the amount of the services involving the federal funds share. The non-federal share of costs for each fiscal year will be subject to change based on the applicable federal discount rate for that year.
- iii. The County shall pay CDSS quarterly. For payment the County will draw down funds from the General Fund RFA allocation. Once the total RFA allocation is exceeded, the County will use its LRF for subsequent payment(s).
- vi. If it is determined by CDSS that the average complaint investigation greatly exceeds the estimated hours, CDSS shall provide the documentation regarding the number of hours to the County. For any extension of this Agreement or subsequent agreement for these services the amount paid to CDSS may be increased for the next fiscal year(s).
- v. If the Exhibit A identifies that CDSS will provide only a portion of the County's Complaint Investigations, the cost of the Complaint Investigation shall be the same as identified in this Exhibit B, section A, paragraph 2 (b)(ii), above.

c. Invoicing for Home Health and Safety Assessments

- i. If Home Health and Safety Assessments were identified in Exhibit A, Section VII, as part of this Agreement, CDSS shall provide quarterly invoices in arrears for each quarter in which the Home Health and Safety Assessments services were completed. The quarterly invoices shall include, for each open Home Health and Safety Assessment, the non-federal cost per case rate.
- ii. The CDSS shall track each Home Health and Safety Assessment and invoice for the non-federal share of cost of \$256 per each Home Health and Safety Assessment.<sup>3</sup> CDSS shall not invoice for the amount of the services involving

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<sup>2</sup> The estimated cost to complete each Complaint Investigation is \$1649.00. The federal funds share is \$503.00.

<sup>3</sup> The estimated cost to complete each Home, Health and Safety Assessment is \$368.00. The federal funds share is \$112.00.

**EXHIBIT B  
(Standard Agreement)**

the federal funds share. The non-federal share of costs for each fiscal will be subject to change based on the applicable federal discount rate for that year.

- iii. The County shall pay CDSS quarterly. For Payment the County will draw down funds from the General Fund RFA allocation. Once the total RFA allocation is exceeded, the County will use its Local Revenue Fund (LRF) for subsequent payment(s).
  - iv. If it is determined by CDSS that the average Home Health and Safety Assessment greatly exceeds the estimated hours, CDSS shall provide the documentation regarding the number of hours to the County. For any extension of this Agreement or subsequent agreement for these services the amount paid to CDSS may be increased for the next fiscal year(s).
  - v. If the Exhibit A identifies that CDSS will provide only a portion of the County's Home Health and Safety Assessments, the cost of the Home Health and Safety Assessments shall be the same as identified in this Exhibit B, section A, paragraph 2 (c)(ii), above.
3. The County shall be responsible for payment of the contracted services and activities provided by CDSS in accordance with rates above from the following sources and in the following order:
- \* General Fund Resource Family Approval allocation (if such exists in the State Budget);
  - \* the County's 2011 Realignment LRF; and
  - \* other County funds.

4. Continuation of Services

In the event this Agreement expires or is terminated with open Family Evaluations, Complaint Investigations, Home Health and Safety Assessments or Legal Consultations or Legal Representation on Appeals/SHD and OAH Hearings, CDSS may complete such actions in accordance with the terms of this Agreement; submit invoices as identified in this Exhibit B, withhold a corresponding portion of the RFA Allocation to complete such activities from a current or subsequent fiscal year, and receive payment from the County from its LRF for a current or subsequent fiscal year.

5. Cost Increase

During the term of this Agreement, and as the Budget Act allows, CDSS and the County may approve increases in the service levels for each of the services provided by CDSS and increase the amount that the County shall pay CDSS from the County's General Fund RFA allocation and the LRF.

**EXHIBIT B**  
**(Standard Agreement)**

6. The following County Fiscal Letter(s) (CFL) is incorporated by reference:  
CFL 16/17-45.
7. Invoices shall include the Agreement No. 19-5041 and Index Code 2570 and shall be submitted in triplicate or as otherwise requested by the County nor more frequently than quarterly in arrears to:

Resource Family Approval/Foster Care Licensing  
Kings County Human Services Agency  
1400 W. Lacey Blvd. #8  
Hanford, CA 93230  
Attn: Patricia Shubert, RFA Manager

8. Should the County receive services in excess of \$750,000 in federal assistance, Invoices shall include the CFDA number: 93.658 and the CFDA Program Title: Resource Family Approval.

Any invoices submitted without the above referenced information may be returned to CDSS for reprocessing.

9. For each invoice, the County shall route to the appropriate personnel responsible for the prompt review and payment. For disputed invoices, if any, the County shall specifically identify those services which are in dispute, for which additional information is necessary, in its subsequent correspondence with CDSS.
10. Undisputed invoices shall be paid promptly, and no later than 45 days from receipt of the original invoice. The County shall also pay for those services which are undisputed within 45 days of receipt of the original invoice.

**B. State Budget Contingency Clause**

1. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, CDSS shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
2. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, CDSS shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to Contractor to reflect the reduced amount.

**C. For Contracts with Federal Funds**

1. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of Congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.
2. This Agreement is valid and enforceable only if sufficient funds are made available to the

**EXHIBIT B**  
**(Standard Agreement)**

State by the United States Government for the term of this Agreement for the purposes of this program. In addition, this Agreement is subject to any additional restrictions,

limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms, or funding of this Agreement in any manner.

3. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
4. CDSS, at its option, may terminate this Agreement upon 30-days notice, or to amend the Agreement to reflect any reduction in Federal funds.

D. Review

Each party reserves the right to review service levels and billing procedures as they impact charges against this Agreement.



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM

June 2, 2020

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

**SUBJECT:** SOLID WASTE LOCAL ENFORCEMENT AGENCY GRANT

**SUMMARY:**

**Overview:**

The Health Department's Division of Environmental Health Services is the designated Local Enforcement Agency (LEA) for solid waste in Kings County. The California Department of Resources Recycling and Recovery (CalRecycle) is accepting applications from counties for its Local Enforcement Agency Grant Program. Similar grants have been received every year since 1992.

**Recommendation:**

**Adopt a Resolution authorizing the Director of Public Health to sign and submit a Local Enforcement Agency Grant application to the Department of Resources Recycling and Recovery, and to execute all necessary agreements to secure these grant funds for Kings County.**

**Fiscal Impact:**

There will be no impact to the General Fund. The grant, if awarded, would increase County revenues by an estimated \$19,322 within the environmental health services budget for Fiscal Year (FY) 2020-2021, and is included in the budget request. The grant funds will be used to cover existing personnel time and equipment for solid waste enforcement services, which in turn reduces the use of Realignment funds.

**BACKGROUND:**

For FY 2020-2021, a Local Enforcement Agency grant of approximately \$19,322 is available from CalRecycle. The grant funds would be used for personnel costs and equipment to provide solid waste enforcement services within the County. The minimum number of onsite inspections required per year is 101 (7 monthly sites, 1 quarterly site, 5 semiannual sites, and 3 annual site). So far this year Environmental Health and Safety staff

(Cont'd)

**BOARD ACTION:**

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

I hereby certify that the above order was passed and adopted

on \_\_\_\_\_, 2020

CATHERINE VENTURELLA, Clerk to the Board

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

## **Agenda Item**

### **SOLID WASTE LOCAL ENFORCEMENT AGENCY GRANT**

**June 2, 2020**

**Page 2 of 2**

have investigated nine (9) solid waste related complaints. In addition, several hours are spent each year processing permit applications and performing required permit review activities.

Staff requests that your Board adopt the attached Resolution authorizing the Director of Public Health to submit the application and execute all necessary agreements to secure these grant funds for Kings County.

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

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

\*\*\*\*\*

IN THE MATTER OF AUTHORIZING  
SOLID WASTE ENFORCEMENT  
GRANT APPLICATION \_\_\_\_\_ /

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

WHEREAS, funds totaling \$1.5 million have been established by Public Resources Code section 43230, from which grants are available from the Department of Resources Recycling and Recovery (CalRecycle) for Local Enforcement Agencies to support solid waste facilities permit and inspection programs; and

WHEREAS, the Kings County Public Health Department's Division of Environmental Health Services is the designated Local Enforcement Agency for solid waste in Kings County; and

WHEREAS, CalRecycle advised that Kings County is eligible for a grant of approximately \$19,322 in the 2020/2021 fiscal year.

NOW, THEREFORE, IT IS HEREBY RESOLVED as follows:

That the Board of Supervisors of Kings County hereby authorizes and empowers the Director of Public Health of the County of Kings to execute in the name of the County of Kings all necessary grant documents, including but not limited to applications, agreements, amendments and requests for payment, with the Department of Resources Recycling and Recovery (CalRecycle) for the purposes of securing grant funds and to implement and carry out the purposes specified in the application, subject to review by the County Counsel's Office.

The foregoing Resolution was adopted upon motion by Supervisor \_\_\_\_\_, seconded by Supervisor \_\_\_\_\_ at a regular meeting held on the \_\_\_\_ day of \_\_\_\_\_, 2020, by the following vote:

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

\_\_\_\_\_  
Doug Verboon, Chairperson  
Board of Supervisors, County of Kings

IN WITNESS WHEREOF, I have set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Catherine Venturella, Clerk  
Board of Supervisor, County of Kings

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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 June 2, 2020

**SUBMITTED BY:** Public Works Department – Kevin McAlister

**SUBJECT:** AGREEMENTS WITH THE CALIFORNIA HIGH SPEED RAIL AUTHORITY  
AND ZUMWALT HANSEN & ASSOCIATES

**SUMMARY:**

**Overview:**

As part of the Cooperative Agreement with the California High Speed Rail Authority (HSR), the County agreed to enter into a Utility Agreement for the review of design plans for construction of rail facilities that intersect County roads. Public Works recommends hiring Zumwalt Hansen & Associates (ZHA) to assist with this plan review.

**Recommendation:**

- a. Approve the Utility Agreement with the High Speed Rail Authority, for the review and approval of design plans for facility work that impact County roads; and
- b. Approve the agreement with Zumwalt Hansen & Associates, for engineering plan review associated with designs provided by High Speed Rail Authority and their consultants; and
- c. Authorize the Public Works Director to approve additional costs up to 10% of the agreement amount, if necessary.

**Fiscal Impact:**

The estimated value of the agreement with ZHA is \$100,000. We will not be seeking reimbursement for ZHA costs from HSR, but we will track County staff costs and submit those costs, estimated to be \$2,000, for reimbursement. Unreimbursed expenses are proposed to be paid from the Road Fund, and there will be no cost to the General Fund.

**BACKGROUND:**

As part of the settlement with HSR, the Cooperative Agreement allows HSR to require Utility Agreements with the County. A Utility Agreement is an agreement between the HSR and the County, authorizing and

(Cont'd)

**BOARD ACTION:**

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

I hereby certify that the above order was passed and adopted  
on \_\_\_\_\_, 2020.

CATHERINE VENTURELLA, Clerk to the Board

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

## **Agenda Item**

### **AGREEMENTS WITH THE CALIFORNIA HIGH SPEED RAIL AUTHORITY AND ZUMWALT HANSEN & ASSOCIATES**

**June 2, 2020**

**Page 2 of 2**

providing for the performance of specific work, services, and/or the purchase of materials and equipment. This particular Utility Agreement deals with the review of design plans prepared by the HSR design/build contractor, Dragados Flatiron Joint Venture and its consultant, Jacobs Engineering.

This Utility Agreement describes the scope and timetable for the review of these documents, as well as providing a reimbursement procedure for County expenses related to this review.

In order to review the design plans, Public Works staff needs assistance. The Engineer Division of Public Works consists of 3 engineers. This engineering staff is currently working on more than 20 projects, in different stages, and would have a difficult time absorbing this additional workload. ZHA has been assisting the County for the past several years in dealing with HSR issues related to design and other impacts to County residents. The second agreement for your Board's consideration is a professional services agreement with ZHA to provide the necessary assistance to adequately review these plans for your Board's approval. The estimate cost of the agreement with ZHA is \$100,000, which is based on its fee schedule (and its subconsultant, QK) and the estimated amount of time to be spent reviewing the plans.

The funding for HSR is coming from the American Recovery and Reinvestment Act of 2009 (ARRA). This funding has very stringent requirements for the use of this money, including accounting and administrative practices, which are passed on to consultants, in this case ZHA. ZHA is unable to meet the requirements of the ARRA funding without making significant changes to their business model and this will not allow us to seek reimbursement for ZHA costs.

ZHA has been a valued member of the Public Works team in dealing with all aspects of impacts of the HSR train on County infrastructure and citizens. Staff believes it is in the best interest of the County to retain the services of ZHA as part of the County team on this project, and pay the cost of services out of the Road Fund, with no reimbursement from HSR for ZHA costs. While Road Fund revenues are expected to be significantly lower in the near future because of the current pandemic, the Road Fund has a healthy fund balance and can bear this cost.

These agreements have been reviewed and approved as to form by County Counsel. The Purchasing Manager has approved a Sole Source Justification request.

**PARTIES:**

**THIS UTILITY AGREEMENT (UTILITY AGREEMENT 1.0)**, is made and entered into as of the date last written below by and between the California High-Speed Rail Authority, an agency of the State of California, hereinafter referred to as the “Authority,” and the County of Kings, a political subdivision of the State of California, hereinafter referred to as the “Local Agency,” is as follows:

**RECITALS:**

**WHEREAS**, the Dragados/Flatiron Joint Venture (Authority’s Contractor) and the Authority, acting by and through the State of California, are parties to a certain Design-Build Contract (Contract), HSR 13-57, with a Notice to Proceed (NTP) date of July 25, 2015, for the design and construction of a portion of a High-Speed Rail Project (HSR Project) in the State of California; and

**WHEREAS**, Local Agency and the Authority are parties to that certain Cooperative Agreement, HSR 19-22, with an effective date August 13, 2019, also known as Kings County Agreement No. 19-077, which hereinafter shall be referred to as the “Cooperative Agreement”; and

**WHEREAS**, Local Agency and the Authority are parties to that certain Ownership and Maintenance Agreement, HSR 19-22, with an effective date August 13, 2019, also known as Kings County Agreement No. 19-078, which hereinafter shall be referred to as the “Maintenance Agreement”; and

**WHEREAS**, pursuant to the Contract and the Cooperative Agreement, the parties desire to execute a Utility Agreement to provide for the modification, protection, relocation, installation, adjustment, removal, and/or some combination thereof of Facilities owned and/or operated by the Local Agency, on the terms and conditions hereinafter set forth; and

**NOW AND THEREFORE**, in consideration of the mutual covenants and agreements contained in this Utility Agreement 1.0 and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**1. COOPERATIVE AGREEMENT**

This Utility Agreement 1.0 is issued in order to authorize Facility Work as described herein. This Utility Agreement 1.0 does not express all of the terms and conditions relevant to the Facility Work; accordingly the Cooperative Agreement and all the provisions thereof are hereby incorporated into this Utility Agreement 1.0 by this reference. Capitalized terms used but not identified in this Utility Agreement 1.0 shall have the definitions set forth in the Cooperative Agreement. All attachments referenced in this Utility Agreement 1.0 are incorporated herein by such reference. All Facility Work shall be performed in accordance with the requirements of the Cooperative Agreement and, in the event of inconsistency between the provisions of this Utility Agreement 1.0 and the Cooperative Agreement, the provisions of the Cooperative Agreement shall prevail.

**2. SCOPE OF WORK**

Facility Work as defined in the definitions section of the Cooperative Agreement is hereby incorporated by reference.

**A. Location and General Description of the Work Covered by this Utility Agreement 1.0 (Including Disposition of Existing Facilities):**

The Authority's Contractor will furnish all required design, labor, material, equipment, construction, and the supervision required to complete the agreed-upon scope of work. All work shall be performed in accordance with the Contract.

**B. Facility Work to be Performed by the Parties Pursuant to this Utility Agreement 1.0:**

As described in subsequent Sub-Utility Agreements, which will be made a part of this Utility Agreement 1.0.

Authority's Contractor shall perform all design and construction services for Facility Work.

Per Cooperative Agreement Appendix B, Performance of the Facility Work, Local Agency will review and approve Facility Plans and be entitled to have a reasonable number of representatives on site of the HSR Project to verify that Facility Work is being properly performed by the Authority's Contractor and approve that Facility Work.

Not less than ten (10) working days prior to its completion of Facility Work or any portion thereof, Authority's Contractor shall inform Local Agency in writing (letter) of pending completion and Local Agency shall be invited to participate in a final walk-through of such Facility Work with Authority's Contractor. Project Completion and Close-out shall follow Section 5.6 of the Maintenance Agreement.

Local Agency may, in its sole discretion, elect to employ consultants to perform its work pursuant to this Utility Agreement No. 1 and Authority shall reimburse Local Agency for agreed-upon consultant fees and expenses incurred for performance of such work.

**3. LIABILITY AND PAYMENT FOR WORK**

**3.1. Cost Allocation**

Per section 5.0 of the Cooperative Agreement, to the extent the Facility Work is at the Authority's expense, then the Authority shall pay or cause payment to be made to the Local Agency the amounts as established for the Facility Work performed by Local Agency. At the Authority's option, such payments may be delegated to the Authority's Contractor to make directly to the Local Agency.

**3.2. Payment for Work**

Local Agency costs for the Facility Work shall be developed pursuant to section 5.1 "Payment for Work," of the Cooperative Agreement, and shall be performed in accordance with the procedures set forth in the Cooperative Agreement.

**Actual & Reasonable Cost.** Local Agency estimates that its total actual cost for the Facility

Work (net of any applicable credits for accrued depreciation, salvage, and Betterment), referred to herein as the “Actual Cost,” will be approximately \$100,000 as shown by the estimates. Local Agency’s Actual Cost for the Facility Work shall be developed in accordance with the Cooperative Agreement and 23 C.F.R. 645.117, pursuant to either [*check one*]:

- i.  a work order accounting procedure prescribed by the applicable federal or state regulatory body; or
- ii.  an established accounting procedure developed by Local Agency and which Local Agency uses in its regular operations. Any costs included in the Actual Cost shall be reasonable and shall be computed using rates and schedules not exceeding those applicable to similar work performed by or for Local Agency at Local Agency’s full expense. The Parties agree that 0% of Local Agency’s Actual Cost will be attributed to Betterment, unless amended by a subtask order; or
- iii.  No Charge. Local Agency is responsible for all of its costs for adjustment of the additional Facility Work. Accordingly, Local Agency is not required to report such costs to the Authority.

The net Actual Cost, as applicable, for the Facility Work shall be shared between the Authority and Local Agency as follows: 100% by the Authority and 0% by the Local Agency; provided, however, that any portion of the Actual Cost attributable to Betterment shall be borne 100% by Local Agency.

**3.3.** Local Agency and the Authority agree to track separately all costs relating to this Utility Agreement and the Facility Work described in the attached Subtasks.

**3.4. Invoicing Procedures**

The Local Agency may, at its discretion, invoice the Authority the Local Agency’s actual and reasonable costs not more frequently than once every month, on the Local Agency’s form. Local Agency will invoice for a particular time period only after Local Agency’s Actual Costs for the time period have been posted in Local Agency’s accounting system. Invoices received by Authority’s Contractor after the first of any given month will be submitted by Authority’s Contractor to Authority with the Authority’s Contractor’s next billing cycle thereafter, and payment to Local Agency thereof will be made within two weeks after Authority’s Contractor has been reimbursed by Authority for the billing cycle in question; provided, however, nothing herein shall be construed as a waiver by Local Agency of its right to receive full reimbursement for its Actual Costs incurred in accordance with this Utility Agreement and associated Subtask Orders. See Attachment A, Contract Invoicing Procedures.

**4. CONTACTS**

The contacts for this Utility Agreement 1.0 will be as follows:

Local Agency: Kevin McAlister, Kings County Public Works Director  
Kings County Department of Public Works  
1400 W. Lacey Blvd  
Hanford CA 93230  
[Kevin.McAlister@co.kings.ca.us](mailto:Kevin.McAlister@co.kings.ca.us) / (559) 852-2700

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Authority: Alberto Lopez, Senior Contract Manager CP 2-3  
[Alberto.Lopez@hsr.ca.gov](mailto:Alberto.Lopez@hsr.ca.gov) / (559) 558-5210

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**5. GENERAL**

- 5.1. This Utility Agreement may be executed in any number of counterparts. Each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute one and the same instrument.
  - 5.2. Except as amended hereby, the Cooperative Agreement shall remain in full force and effect, and shall apply fully to the additional Facility Work as if they were initially included herein.
  - 5.3. This Utility Agreement shall become effective upon the later of:
    - 5.3.1. The date of signing by the last party (either Local Agency or the Authority) signing this Utility Agreement, and
    - 5.3.2. The completion of the Authority’s review as indicated by the signature of the Authority’s representative.
- Work Performed by Local Agency pursuant to this Utility Agreement on or after November 1, 2015 shall be eligible for reimbursement by Authority’s Contractor regardless of the date upon which this Utility Agreement becomes effective.
- 5.4. Final as-builts will be provided by the Authority’s Contractor in PDF format to the Local Agency in an electronic format, together with one (1) hard copy for each of the Facilities.
  - 5.5. Authority’s Contractor shall prepare any and all applications, forms, descriptions, justifications, letters, drawings, renderings, schematics, plans, specifications, reports, and other materials which may be necessary for submittal to the California Public Utilities Commission (CPUC). Local Agency shall provide CPUC coordination support by executing such documents as may be required to ascertain and document Local Agency’s support for or opposition to any Facility Work over which Local Agency and CPUC have jurisdiction. Nothing in this Utility Agreement shall be construed as limiting Local Agency’s absolute discretion to determine its support for or opposition to any Facility Work.

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**SUB-UTILITY AGREEMENT #1**

Authority’s Contractor shall reimburse Local Agency for all actual, and reasonable costs resulting from Project-related work and meetings as needed. Authority’s Contractor is still responsible for providing Quality Assurance and Quality Control for design and construction through Project completion and closeout.

Authority’s Contractor has provided the subtasks in the order of their priority. Authority’s Contractor will submit documents for Subtask 1.02 through Subtask 1.18 as indicated by Submission date. Submission date Week 1 will begin 1 week after the effective date of this agreement, and proceed sequentially. County will accept the submittal of documents as detailed below. It is anticipated that County will return submittals in 3 weeks, but this may vary based on the complexity of the particular subtask. Subtask 1.01 will be reviewed as part of Subtasks 1.02 through 1.18. It is expected that Authority and County will mutually agree to a schedule that reflects actual dates once the Utility Agreement is approved by both parties.

Estimated Period of Performance:	Duration of Project
Estimated Lump Sum Value of this Work:	\$100,000

**SUBTASK 1.01**

**Scope:** Utility Relocation Design Submittal Review

Submission date: Will be reviewed as part of other subtasks

**SUBTASK 1.02**

**Scope:** 9<sup>th</sup> Avenue Design Submittal Review

Submission date: Week 1

**SUBTASK 1.03**

**Scope:** Hanford Viaduct (Lacey Blvd./SR198/7<sup>th</sup> Road) Avenue Design Submittal Review

Submission date: Week 1

**SUBTASK 1.04**

**Scope:** Cairo Avenue Design Submittal Review

Submission date: Week 2

**SUBTASK 1.05**

**Scope:** Flint Avenue Design Submittal Review

Submission date: Week 2

**SUBTASK 1.06**

**Scope:** Dover Avenue Design Submittal Review

Submission date: Week 3

**SUBTASK 1.07**

**Scope:** Excelsior Avenue Design Submittal Review

Submission date: Week 4

**SUBTASK 1.08**

**Scope:** Kansas Avenue Design Submittal Review

Submission date: Week 5

**SUBTASK 1.09**

**Scope:** Kent Avenue Design Submittal Review

Submission date: Week 6

**SUBTASK 1.10**

**Scope:** Waukena Avenue Design Submittal Review

Submission date: Week 7

**SUBTASK 1.11**

**Scope:** Roadway Cul-De-Sac Design Submittal Review

Submission date: Week 7

**SUBTASK 1.12**

**Scope:** Idaho Avenue Design Submittal Review

Submission date: Week 8

**SUBTASK 1.13**

**Scope:** Jackson Avenue Design Submittal Review

Submission date: Week 9

**SUBTASK 1.14**

**Scope:** Fargo Avenue Design Submittal Review

Submission date: Week 10



**SUBTASK 1.15**

**Scope:** Jersey Avenue Design Submittal Review

Submission date: Week 10

**SUBTASK 1.16**

**Scope:** Grangeville Blvd. Design Submittal Review

Submission date: Week 11

**SUBTASK 1.17**

**Scope:** Houston Avenue Design Submittal Review

Submission date: Week 12

**SUBTASK 1.18**

**Scope:** Hanford-Armona Road Design Submittal Review

Submission date: Week 13

**SUBTASK 1.19**

**Scope:** As-Built Submittal Review

Submission date: Based on Construction Schedule

**SUBTASK 1.20**

**Scope:** Inspection, Testing

Submission date: Continuous

IN WITNESS WHEREOF, the Parties hereto have executed this Utility Agreement 1.0 effective the day and year last written below.

**County of Kings, California (Local Agency)**

BY:

\_\_\_\_\_  
NAME Kevin McAlister

\_\_\_\_\_  
DATE

TITLE Director of Public Works and Planning

**CALIFORNIA HIGH-SPEED RAIL AUTHORITY (Authority)**

BY:

\_\_\_\_\_  
NAME Alberto Lopez

\_\_\_\_\_  
DATE

TITLE Senior Contract Manager, CP 2-3

**ATTACHMENT A**

**Contract Invoicing Procedures**

**Local Agency's letterhead with:**

1. Invoice number and invoicing date.
2. Contract number HSR13-57
3. Service period/billing period: e.g., From 01/01/20 to 01/31/20

Work Completed (short summary):

FOR EXAMPLE:

**SUBTASK 1.01**

**Scope:** As-Built Drawings

Provided as-built drawings for impacted facilities on 01/30/2020.

Attended Task Order meeting on 01/15/2020.

Period of Performance: \_\_\_\_\_ [INSERT] \_\_\_\_\_

**Invoice Billing Detail:**

1. Salaries – name/position, hourly, fully-burdened rates per the staff salary rates provided to Authority's Contractor by Local Agency on [INSERT DATE]. In the event that agreed-upon additional or alternative staff is required to work, Local Agency shall submit a revised list of agreed-upon staff and salary rates with any invoice that reflects such additional or alternative staff and/or revised rates.
2. Hours worked per day, total amount: e.g., 1.00 hour @ \$79.77/hr. = \$79.77
3. Other direct costs:
  - a. Travel – Invoice will list all necessary costs and the receipts or supporting documents must be attached
  - b. Office expenses/supplies – Receipts must be attached

**Waiver and Release:**

1. Progress Payment Conditional Waiver and Release to accompany invoice using attached form
2. Progress Payment Unconditional Waiver and Release upon receipt of check using attached form
3. Final Payment Conditional Waiver and Release to accompany invoice using attached form
4. Final Payment Unconditional Waiver and Release upon receipt of check using attached form

For all mailings, invoices, waivers, and clarifications requested, please contact:

[INSERT]

**CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT**

**NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.**

---

**Identifying Information**

Name of Claimant:

Name of Customer:

Job Location:

Owner:

Through Date:

---

**Conditional Waiver and Release**

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check:

Amount of Check: \$

Check Payable to:

---

**Exceptions**

This document does not affect any of the following:

- (1) Retentions.
  - (2) Extras for which the claimant has not received payment.
  - (3) The following progress payments for which the claimant has previously given a conditional waiver and release but has not received payment:  
Date(s) of waiver and release: \_\_\_\_\_  
Amount(s) of unpaid progress payment(s): \$ \_\_\_\_\_
  - (4) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.
- 

**Signature**

Claimant's Signature:

Claimant's Title:

Date of Signature:

---

**UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT**

**NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.**

---

**Identifying Information**

Name of Claimant:

Name of Customer:

Job Location:

Owner:

Through Date:

---

**Unconditional Waiver and Release**

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has received the following progress payment:

\$ \_\_\_\_\_

---

**Exceptions**

This document does not affect any of the following:

- (1) Retentions.
  - (2) Extras for which the claimant has not received payment.
  - (3) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.
- 

**Signature**

Claimant's Signature:

Claimant's Title:

Date of Signature:

---

**CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT**

**NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.**

---

**Identifying Information**

Name of Claimant:

Name of Customer: Dragados/Flatiron Joint Venture

Job Location: California High-Speed Rail CP23 1610 Arden Way, Suite 175, Sacramento, Ca. 95815

Owner: California High-Speed Rail Authority contract number HSR 13-57

---

**Conditional Waiver and Release**

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check:

Amount of Check: \$

Check Payable to:

---

**Exceptions**

This document does not affect any of the following:

Disputed claims for extras in the amount of: \$

---

**Signature**

Claimant's Signature:

Claimant's Title:

Date of Signature:

---

**UNCONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT**

**NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.**

---

**Identifying Information**

Name of Claimant:

Name of Customer: Dragados/Flatiron Joint Venture

Job Location: California High-Speed Rail CP23 1610 Arden Way, Suite 175, Sacramento, Ca. 95815

Owner: California High-Speed Rail Authority contract number HSR 13-57

---

**Unconditional Waiver and Release**

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for all labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has been paid in full.

---

**Exceptions**

This document does not affect any of the following:  
Disputed claims for extras in the amount of: \$

---

---

**Signature**

Claimant's Signature:

Claimant's Title:

Date of Signature:

---

**ATTACHMENT B**  
**ARRA and Authority Provisions**

- I. Supplemental Terms and Conditions for Agreements Using Federal Funds
- II. GTC 04/2017
- III. CCC 04/2017
- IV. Authority Terms and Conditions

**DEFINITIONS**

As used in this Attachment B, the following terms have the following meanings:

“Agreement” includes Contract.

“Contractor” means the Local Agency.

“State” includes the Authority.



**I. Supplemental Terms and Conditions for Agreements Using Federal Funds**

**1. FEDERAL REQUIREMENTS**

The Contractor understands that the Authority has received federal funding from the Federal Rail Administration (FRA) for the Project and acknowledges that it is required to comply with all applicable federal laws, regulations, policies, and related administrative practices, whether or not they are specifically referenced herein. The Contractor acknowledges that federal laws, regulations, policies, and related administrative practices may change and that such changed requirements will apply to the Project. The Contractor shall ensure compliance by its subcontractors and include appropriate flow-down provisions in each of its lower-tier subcontracts as required by applicable federal laws, regulations, policies, and related administrative practices, whether or not specifically referenced herein.

Notwithstanding anything to the contrary contained in this AGREEMENT, all FRA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this AGREEMENT. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Authority requests that would cause the Authority to be in violation of FRA requirements.

**2. COMPLIANCE WITH FEDERAL REQUIREMENTS**

The Contractor's failure to comply with federal requirements shall constitute a breach of this AGREEMENT.

**3. FEDERAL STANDARDS**

The Contractor agrees to comply with the Procurement Standards requirements set forth at 49 Code of Federal Regulations (C.F.R.) section 18.36 or 49 C.F.R. sections 19.40 through 19.48 inclusive, whichever may be applicable, and with applicable supplementary U.S. Department of Transportation (U.S. DOT) or FRA directives or regulations. If determined necessary for proper Project administration, the FRA reserves the right to review the Contractor's technical specifications and requirements.

**4. FEDERAL LOBBYING ACTIVITIES CERTIFICATION**

The Contractor certifies, to the best of its knowledge and belief that:

- 4.1 No state or federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any state or federal agency, a member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a member of the Legislature or Congress in connection with the awarding of any state or federal agreement, the making of any state or federal grant, the making of any state or federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal agreement, grant, loan, or cooperative agreement.

- 4.2 If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal Agreement, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 4.3 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code (U.S.C.). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- 4.4 The Contractor also agrees that by signing this document, it shall require that the language of this certification be included in all lower-tier subcontracts that exceed \$100,000, and that all such subcontractors shall certify and disclose accordingly.

## **5. DEBARMENT AND SUSPENSION**

This AGREEMENT is a covered transaction for purposes of 2 C.F.R. part 1200. As such, the Contractor is required to comply with applicable provisions of Executive Order Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. section 6101 note, and U.S. DOT regulations, "Non-procurement Suspension and Debarment," 2 C.F.R. part 1200, which adopt and supplement the provisions of U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)," 2 C.F.R. part 180.

To the extent required by the aforementioned U.S. DOT regulations and U.S. OMB guidance, the Contractor must verify that each subcontractor is not excluded or disqualified in accordance with said regulations by reviewing the "Excluded Parties Listing System" at <http://www.sam.gov/portal/public/SAM/>. The Contractor shall obtain appropriate certifications from each such subcontractor and provide such certifications to the Authority.

The Contractor shall include a term or condition in the contract documents for each lower-tier covered transaction, assuring that, to the extent required by the U.S. DOT regulations and U.S. OMB guidance, each subcontractor will review the "Excluded Parties Listing System," will obtain certifications from lower-tier subcontractors, and will include a similar term or condition in each of its lower-tier covered transactions.

## **6. SITE VISITS**

The Contractor acknowledges that the FRA, through its authorized representatives, has the right, at all reasonable times, to make site visits to review Project accomplishments and for other reasons. If any site visit is made by the FRA on the premises of the Contractor or any of its subcontractors under this AGREEMENT, the Contractor shall provide, and shall require its subcontractors to provide, all reasonable facilities and assistance for the safety and convenience of the FRA representatives in the

performance of their duties. All site visits and evaluations shall be performed in such a manner as will not unduly delay work being conducted by the Contractor or subcontractor.

## **7. SAFETY OVERSIGHT**

To the extent applicable, the Contractor shall comply with any federal regulations, laws, or policies and other guidance that the FRA or U.S. DOT may issue pertaining to safety oversight in general, and in the performance of this AGREEMENT in particular.

## **8. ENVIRONMENTAL PROTECTION**

The Contractor and any subcontractor under this AGREEMENT shall comply with all applicable environmental requirements and regulations, including any amendments, as follows:

- 8.1 Clean Air. The Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. sections 7401 et seq. The Contractor shall report each violation to the Authority, and acknowledges that the Authority shall, in turn, report each violation as required to assure notification to the FRA and the appropriate Environmental Protection Agency (EPA) Regional Office.
- 8.2 Clean Water. The Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. sections 1251 et seq. The Contractor shall report each violation to the Authority, and acknowledges that the Authority shall, in turn, report each violation as required to assure notification to the FRA and the appropriate EPA Regional Office.
- 8.3 Energy Conservation. The Contractor will comply with the mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. sections 6421 et seq.
- 8.4 Agreement Not to Use Violating Facilities. The Contractor agrees not to use any facility that is listed on the List of Violating Facilities maintained by the EPA to perform work hereunder. The Contractor shall promptly notify the Authority if the Contractor or any subcontractor receives any communication from the EPA indicating that any facility that will be used to perform work pursuant to this AGREEMENT is under consideration to be listed on the EPA's List of Violating Facilities; provided, however, that the Contractor's duty of notification hereunder shall extend only to those communications of which it is aware, or should reasonably have been aware.
- 8.5 Environmental Protection. The Contractor shall comply with all applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. sections 4321 et seq.

- 8.6 Incorporation of Provisions. The Contractor shall include the above provisions 8.1 through 8.6 in every subcontract hereunder exceeding \$50,000, financed in whole or in part with federal assistance provided by the FRA.

## **9. CIVIL RIGHTS**

The following requirements apply to this AGREEMENT:

- 9.1 Nondiscrimination. In accordance with title VI of the Civil Rights Act, as amended, 42 U.S.C. section 2000, subdivision (d); section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. section 6102; section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. section 12132; and 49 U.S.C. section 306, the Contractor will not discriminate against any individual because of race, color, religion, national origin, sex, age, or disability in any activities leading up to or in performance of this AGREEMENT. In addition, the Contractor will comply with applicable federal implementing regulations and other implementing requirements the FRA may issue.
- 9.2 Equal Employment Opportunity. The following equal employment opportunity requirements apply to this AGREEMENT:
- 9.2.1 Race, Color, Religion, National Origin, Sex, or Age. In accordance with title VII of the Civil Rights Act, as amended, 42 U.S.C. section 2000, subdivision (e), the Contractor will comply with all applicable equal opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," including 41 C.F.R section 60 et seq. (which implements Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. section 2000, subdivision (e) note), and with any applicable federal statutes, executive orders, regulations, and federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, sex, or age. Such action shall include the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor will comply with any implementing requirements the FRA may issue.
- 9.2.2 Age. In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. section 623, the Contractor will refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor will comply with any implementing requirements the FRA

may issue.

- 9.2.3 Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. section 12112, the Contractor will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R part 1630, pertaining to employment of persons with disabilities. Further, in accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. section 794, the Contractor will comply with the requirements of U.S. DOT, “Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance,” 49 C.F.R. part 27, pertaining to persons with disabilities. In addition, the Contractor will comply with any implementing requirements the FRA may issue.

The Contractor also agrees not to discriminate on the basis of drug abuse, in accordance with the Drug Abuse Office and Treatment Act of 1972 (Pub.L. No. 92-255), as amended, or alcohol abuse, in accordance with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (Pub.L. No. 91-616), as amended, and to comply with sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. § section 290dd), as amended, relating to confidentiality of alcohol and drug abuse patient records. In addition, the Contractor will comply with applicable federal implementing regulations and other implementing requirements that the FRA may issue.

The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with federal assistance provided by the FRA, modified only if necessary to identify the affected parties.

## **10. CARGO PREFERENCE**

The Contractor agrees to the following:

- 10.1 To use privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, materials, or commodities pursuant to the underlying contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
- 10.2 To furnish, within 20 working days following the date of loading for shipments originating within the United States, or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, “on-board” commercial ocean bill-of-lading in English for each shipment of cargo described in the first bullet of this clause above. This bill-of-lading shall be furnished to the Authority (through the Contractor, in the case of a subcontractor’s bill-of-lading) and to

the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, D.C. 20590, marked with appropriate identification of the Project.

- 10.3 To include these requirements in all subcontracts issued pursuant to this AGREEMENT when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

## **11. PROPERTY, EQUIPMENT, AND SUPPLIES**

- 11.1 Contractor agrees that Project property, equipment, and supplies shall be used for the Project activity for the duration of its useful life, as determined by FRA. Should the Contractor unreasonably delay or fail to use Project property, equipment, or supplies during its useful life, the Contractor agrees that FRA may require the Contractor to return the entire amount of FRA assistance expended on that property, equipment, or supplies. The Contractor further agrees to notify the Authority when any Project property or equipment is withdrawn from use in the Project activity.
- 11.2 Contractor agrees to comply with the property standards of 49 C.F.R. sections 19.30 through 19.37 inclusive, including any amendments thereto, and other applicable guidelines or regulations that are issued.
- 11.3 Contractor agrees to maintain the Project property and equipment in good operating order, and in accordance with any guidelines, directives, or regulations that FRA may issue.
- 11.4 Contractor agrees to keep satisfactory records with regard to the use of the property, equipment, and supplies, and submit to FRA, upon request, such information as may be required to assure compliance with this section.
- 11.5 Contractor agrees that the FRA may:
- 11.5.1 Require the Contractor to transfer title to any property, equipment, or supplies financed with FRA assistance, as permitted by 49 C.F.R. sections 19.30 through 19.37 inclusive.
  - 11.5.2 Direct the disposition of property or equipment financed with FRA assistances as set forth by 49 C.F.R. sections 19.30 through 19.37 inclusive.
- 11.6 If any Project property, equipment, or supplies are not used for the Project for the duration of its useful life, as determined by FRA, whether planned withdrawal, misuse or casualty loss, the Contractor agrees to notify the Authority immediately. Disposition of withdrawn property, equipment, or supplies shall be in accordance with 49 C.F.R. section 19.30 through 19.37 inclusive.

11.7 Unless expressly authorized in writing by the Authority, the Contractor agrees to refrain from:

11.7.1 Executing any transfer of title, lease, lien, pledge, mortgage, encumbrance, contract, grant anticipation note, alienation, or other obligation that in any way would affect Authority or FRA interest in any Property or equipment; or

11.7.2 Obligating itself in any manner to any third party with respect to Project property or equipment.

Contractor agrees to refrain from taking any action or acting in a manner that would adversely affect FRA's interest or impair the Authority's continuing control over the use of Project property or equipment.

## **12. FLOOD HAZARDS**

Contractor agrees to comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, 42 U.S.C. section 4012, subdivision (a), with respect to any construction or acquisition Project.

## **13. ARRA FUNDED PROJECT**

13.1 Funding for this Agreement has been provided through the American Recovery and Reinvestment Act (ARRA) of 2009 (Pub. L. No. 111-5). All contractors, including both prime and subcontractors, are subject to audit by appropriate federal or State of California (State) entities. The State has the right to cancel, terminate, or suspend the AGREEMENT if any contractor or subcontractor fails to comply with the reporting and operational requirements contained herein.

## **14. ENFORCEABILITY**

14.1 The Contractor agrees that if the Contractor or one of its subcontractors fails to comply with all applicable federal and state requirements governing the use of ARRA funds, the State may withhold or suspend, in whole or in part, funds awarded under the program, or recover misspent funds allowing an audit. This provision is in addition to all other remedies available to the State under all applicable state and federal laws.

## **15. PROHIBITION ON USE OF ARRA FUNDS**

15.1 The Contractor agrees in accordance with ARRA section 1604 that none of the funds made available under this Agreement may be used for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

## **16. ACCESS AND INSPECTION OF RECORDS**

- 16.1 In accordance with ARRA sections 902, 1514, and 1515, the Contractor agrees that it shall permit the state, the United States Comptroller General, the United States Department of Transportation Secretary, or their representatives, or the appropriate Inspector General appointed under sections 3 or 8G of the United States Inspector General Act of 1978, or his representative, to:
- 16.1.1 Access and reproduce any books, documents, papers, and records of the Contractor that directly pertain to, and involve transactions relating to, this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions; and
  - 16.1.2 Interview any officer or employee of the Contractor or any of its subcontractors regarding the activities funded with funds appropriated or otherwise made available by ARRA.
- 16.2 Pursuant to 49 C.F.R. section 18.26, subdivision (i)(11), 49 C.F.R. section 19.26, or U.S. OMB Circular A-133 (whichever applicable), the Contractor will maintain all books, records, accounts, and reports required under this Agreement for a period of not less than three (3) years after the date of termination or expiration of this Agreement, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case the Contractor will maintain same until the Authority, the FRA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims, or exceptions related thereto. The Contractor shall notify the Authority not less than six (6) months prior to disposal of any books, records, accounts, and reports required under this Agreement.
- 16.3 The Contractor will comply with, and assures the compliance of its employees with, the information, restrictions, and other applicable requirements of the Privacy Act of 1974, title 5 U.S.C. section 552, subdivision (a).

The Contractor shall include this provision in all lower-tier subcontracts.

## **17. WHISTLEBLOWER PROTECTION**

The Contractor agrees that both it and its subcontractors shall comply with section 1553 of the ARRA, which prohibits all non-federal contractors, including the state and all contractors of the state, from discharging, demoting, or otherwise discriminating against an employee for disclosures by the employee that the employee reasonably believes are evidence of:

- 17.1 Gross mismanagement of a contract relating to ARRA funds;
- 17.2 Gross waste of ARRA funds;
- 17.3 A substantial and specific danger to the public health or safety related to the implementation or use of ARRA funds;



- 17.4 An abuse of authority related to implementation or use of ARRA funds; or
- 17.5 A violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contractor) awarded or issued relating to ARRA funds.

The Contractor agrees that it and its subcontractors shall post notice of the rights and remedies available to employees under section 1553 of title XV of division A of the ARRA.

**18. FRAUD AND FALSE CLAIMS ACT**

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986 (6 C.F.R. part 13), as amended, 31 U.S.C. section 3801 et seq., and the U.S. DOT regulations Program Fraud Civil Remedies (49 C.F.R. part 31) apply to its actions pertaining to this Project. Upon execution of this Agreement, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, makes, may make, or causes to be made, pertaining to this Agreement or the FRA-assisted project for which work is being performed under this Agreement. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the federal government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 as cited above on the Contractor, to the extent the federal government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the federal government under a contract connected with a project that is financed in whole or in part with federal assistance originally awarded by the FRA, the federal government reserves the right to impose the penalties of 18 U.S.C. section 1001 or any other applicable law on the Contractor, to the extent the federal government deems appropriate.

The Contractor agrees that it shall promptly notify the Authority and shall refer to an appropriate federal inspector general any credible evidence that a principal, employee, agent, subcontractor, or other person has committed a false claim under the False Claims Act, or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving ARRA funds.

The Contractor will include the above paragraphs in each subcontract financed in whole or in part with federal assistance provided by the FRA. It is further agreed that the paragraphs shall not be modified, except to identify the subcontractor who will be subject to the provisions.

**19. REPORTING REQUIREMENTS**

The Contractor agrees, upon request by the Authority in writing, to provide the Authority with the following information:

- 19.1 The total amount of funds received by the Contractor during the time period defined in

the Authority's request;

19.2 The amount of funds actually expended or obligated during the time period requested;

19.3 A detailed list of all projects or activities for which funds were expended or obligated, including:

19.3.1 The name of the project or activity;

19.3.2 A description of the project or activity;

19.3.3 An evaluation of the completion status of the project or activity; and

19.3.4 An estimate of the number of jobs created and/or retained by the project or activity.

19.4 For any contracts or subcontracts equal or greater than \$25,000:

19.4.1 The name of the entity receiving the contract;

19.4.2 The amount of the contract;

19.4.3 The transaction type;

19.4.4 The North American Industry Classification System (NAICS) code or Catalog of Federal Domestic Assistance (CFDA) number, if known;

19.4.5 The location of the entity receiving the contract;

19.4.6 The primary location of the contract, including city, state, congressional district, and county;

19.4.7 The Data Universal Numbering System (DUNS) number, or name and zip code for the entity headquarters, if known;

19.4.8 A unique identifier of the entity receiving the contract, and the parent entity of the Contractor, should the entity be owned by another; and

19.4.9 The names and total compensation of the five (5) most highly-compensated officers of the company if received:

19.4.9.1 80% or more of its annual gross revenues in federal awards;

19.4.9.2 \$25,000 or more in annual gross revenue from federal awards; and

19.4.9.3 If the public does not have access to information about the compensation of senior executives through period reports filed under section 13, subdivision (a) or section 15, subdivision (d) of the Securities Exchange Act of 1934, or

section 6104 of Internal Revenue Code of 1986.

19.4.10 Any other information reasonably requested by the state or required by state or federal law or regulation.

Standard data elements and federal instruction for use in complying with reporting requirements under section 1512 of the ARRA are pending review by the federal government and were published in the Federal Register on April 1, 2009 (74 Fed.Reg. 14824), and are to be provided online at [www.FederalRegister.gov](http://www.FederalRegister.gov). The additional requirements will be added to this Agreement by amendment.

## **20. REPRINTS OF PUBLICATIONS**

Whenever an employee of a Contractor-related entity writes an article regarding the Project, or otherwise resulting from work under this Agreement, that is published in a scientific, technical, or professional journal or publication, the Contractor shall ensure that the Authority is sent two reprints of the publication, clearly referenced with the appropriate identifying information.

An acknowledgment of FRA support and a disclaimer must appear in any publication, whether copyrighted or not, based on or developed under the Agreement, in the following terms:

“This material is based upon work supported by the Federal Railroad Administration under a grant/cooperative agreement FR-HSR-0009-10-01-05, dated December 5, 2012. Any opinions, findings, and conclusions or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the view of the Federal Railroad Administration and/or U.S. DOT.”

## **21. LABOR PROVISIONS**

49 U.S.C. section 24405, subdivision (b) provides that any person conducting rail operations over rail infrastructure constructed or improved in whole or in part with funds provided through this Agreement shall be considered a “rail carrier,” as defined by 49 U.S.C. section 10102, subdivision (5), for the purposes of title 49, U.S.C., and any other statute that adopts that definition or in which that definition applies, including the Railroad Retirement Act of 1974 (45 U.S.C. § 231 et seq.), the Railway Labor Act (43 U.S.C. § 151 et seq.), and the Railroad Unemployment Insurance Act (45 U.S.C. § 351 et seq.). To the extent required by 49 U.S.C. section 24405, subdivision (b) and other laws referenced above, the Contractor shall reflect these provisions in its agreements funded in whole or in part by this Agreement with entities operating rail services over such rail infrastructure.

## **22. LABOR PROTECTIVE ARRANGEMENTS**

The Contractor will comply with the applicable protective arrangements established under section 504 of the Railroad Revitalization and Regulatory Reform Act of 1976 (4R Act), 45 U.S.C. section 836, with respect to employees affected by actions taken in connection with the Project. The

Contractor will also include the applicable protective arrangements established by the U.S. DOL under 45 U.S.C. section 836 in its arrangements with entities operating rail services over rail infrastructure constructed as part of this Agreement.

### **23. REQUIRED USE OF AMERICAN IRON, STEEL, AND OTHER MANUFACTURED GOODS**

Contractor agrees that in accordance with the Passenger Rail Investment and Improvement Act (PRIIA) of 2008 (Pub.L. 110-432, § 24405, subd. (a)), which provides that federal funds may not be obligated unless steel, iron, and manufactured products used in FRA-funded projects are produced in the United States, unless a waiver has been granted by the U.S. Secretary of Transportation. For more information on the FRA's "Buy America" requirements and processes, please see the FRA's Answers to Frequently Asked Questions (FAQ), available at <http://www.fra.dot.gov/Page/P0391>.

### **24. WAGE RATE REQUIREMENTS**

Payment of prevailing wages on the Project is required by 49 U.S.C. section 24405, subdivision (c)(2), and ARRA section 1606. For Project components that use or would use rights-of-way owned by a railroad, the Contractor shall comply with the Provisions of 49 U.S.C. section 24312. For these purposes, wages in collective bargaining agreements negotiated under the Railway Labor Act are deemed to comply with Davis-Bacon Act requirements. For Project components that do not use or would not use rights-of-way owned by a railroad, the Contractor will comply with the provisions of 40 U.S.C. section 3141 et seq.

**II. GTC 04/2017****GENERAL TERMS AND CONDITIONS**

1. **APPROVAL**: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. **AMENDMENT**: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT**: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT**: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, §1896).
5. **INDEMNIFICATION**: Each PARTY shall hold harmless, and indemnify the other PARTY and its respective governing Boards, officers, directors, employees, authorized agents, engineers, contractors or subcontractors from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' and expert witness fees and costs) that arise out of or as a result of any negligent act or omission or willful misconduct of the indemnifying PARTY or its officers, agents, employees, engineers, contractors or subcontractors in carrying out such PARTY's obligations under this AGREEMENT or under any UTILITY AGREEMENT executed pursuant hereto, except to the extent that such expense, liability or claim is proximately caused by the negligence or willful misconduct of the PARTIES indemnified or their respective agents, servants, or independent contractors who are directly responsible to such indemnified PARTY.
6. **DISPUTES**: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE**: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
8. **INDEPENDENT CONTRACTOR**: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. **RECYCLING CERTIFICATION:** The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. **NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free from such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code § 12990 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor's Department of Public Works and Department of Human Resources shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of their books, records, accounts, and all other sources of information and their facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement

11. **CERTIFICATION CLAUSES:** The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are attached hereto and hereby incorporated by reference and made a part of this Agreement by this reference.

12. **TIMELINESS:** Time is of the essence in this Agreement.

13. **COMPENSATION:** The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. **GOVERNING LAW:** This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. **ANTITRUST CLAIMS:** The Contractor, by signing this agreement, hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) “Public purchase” means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) “Public purchasing body” means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. **CHILD SUPPORT COMPLIANCE ACT:** For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. 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 shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract, Contractor made a commitment to achieve small business participation, then Contractor must, within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract), report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract, Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must, within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this contract), certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Gov. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies, then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)



**III. CCC 04/2017**

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)
  
2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
  - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
  
  - b. Establish a Drug-Free Awareness Program to inform employees about:
    - 1) the dangers of drug abuse in the workplace;
    - 2) the person's or organization's policy of maintaining a drug-free workplace;
    - 3) any available counseling, rehabilitation and employee assistance programs; and
    - 4) penalties that may be imposed upon employees for drug abuse violations.
  
  - c. Every employee who works on the proposed Agreement will:
    - 1) receive a copy of the company's drug-free workplace policy statement; and
    - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)
  
4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE – PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of

full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. **EXPATRIATE CORPORATIONS:** Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.
  
6. **SWEATFREE CODE OF CONDUCT:**
  - a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.
  
  - b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).
  
7. **DOMESTIC PARTNERS:** For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.
  
8. **GENDER IDENTITY:** For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

**DOING BUSINESS WITH THE STATE OF CALIFORNIA**

The following laws apply to persons or entities doing business with the State of California.

1. **CONFLICT OF INTEREST:** Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)
3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
  - b. “Doing business” is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
  - c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.
6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
  7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
  8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

#### IV. Authority Terms and Conditions

##### Special Terms and Conditions

#### 1. EARLY TERMINATION

- (A) **Termination:** The Authority reserves the right to terminate this Agreement immediately in the event of breach or failure of performance by the Contractor, or upon thirty (30) calendar days written notice to the Contractor, if terminated for the convenience of the Authority.
- (B) **Termination Issues for Subcontractors, Suppliers, and Service Providers:** The Contractor shall notify any subcontractor and service or supply vendor providing services under this Agreement of the early termination date of this Agreement. Failure to notify any subcontractor and service or supply vendor shall result in the Contractor being liable for the termination costs incurred by any subcontractor and service or supply vendor for work performed under this Agreement, except those specifically agreed to in the termination notice to the Contractor.
- (C) **Cost Principles Under Early Termination:** Termination settlement expenses will be reimbursed in accordance with 48 C.F.R. part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- (D) **Contractor Claims Against this Agreement Under Early Termination:** The Contractor agrees to release the Authority from any and all further claims for services performed arising out of this Agreement or its early termination, upon acceptance by the Contractor of payment in the total amount agreed upon as full and final payment of its costs for performance and early termination of this Agreement.

#### 2. NON-DISCRIMINATION

This section regarding non-discrimination is in addition to GTC 04/2017 and any federal requirements:

- (A) During the performance of this Agreement, the Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), medical condition (e.g. cancer), age, marital status, denial of family and medical care leave, and denial of pregnancy disability leave. Contractors and subcontractors shall insure the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. The Contractor and subcontractors shall comply with the provision of the Fair Employment and Housing Act (Government Code, § 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, § 7285.0 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. The Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

- (B) The Contractor shall include the nondiscrimination and compliance provisions of this clause in all sub-agreements to perform work under this clause.
- (C) The Contractor's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the Contractor has, unless exempt, complied with the nondiscrimination program requirements of the Government Code section 12990 and title 2, California Code of Regulations, section 8103.

### **3. RETENTION OF RECORD/AUDITS**

- (A) For the purpose of determining compliance with Public Contract Code Section 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable, and other matters connected with the performance of the Agreement pursuant to Government Code Section 8546.7, the Contractor, subcontractors, and the Authority shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including but not limited to, the costs of administering the Agreement. All parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three (3) years from the date of expiration under this Agreement. The Authority, the State Auditor, or any duly authorized representative having jurisdiction under any laws or regulations shall have access to any books, records, and documents of the Contractor that are pertinent to the Agreement for audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.
- (B) Any sub-agreement in excess of \$25,000, entered into as a result of this Agreement, shall contain all the provisions of this clause.

### **4. DEBARMENT AND SUSPENSION CERTIFICATION**

- (A) The Contractor's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California that the Contractor or any person associated therewith in the capacity of owner, partner, director, officer, or manager:
- a. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
  - b. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
  - c. Does not have a proposed debarment pending; and
  - d. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- (B) Any exceptions to this certification must be disclosed to the Authority. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining bidder responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.

**5. OWNERSHIP OF DATA**

- (A) Upon completion of all work under this Agreement, all intellectual property rights, ownership and title to all reports, documents, plans, specifications, and estimates produced as part of this Agreement will automatically be vested in the Authority and no further agreement will be necessary to transfer ownership to the Authority. The Contractor shall furnish the Authority all necessary copies of data needed to complete the review and approval process.
- (B) It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine readable form, are intended for one-time use in the construction of the project for which this Agreement has been entered into.
- (C) The Contractor is not liable for claims, liabilities or losses arising out of, or connected with, the modification or misuse by the Authority of the machine readable information and data provided by the Contractor under this Agreement; further, the Contractor is not liable for claims, liabilities or losses arising out of, or connected with, any use by the Authority of the project documentation on other projects, for additions to this Project, or for the completion of this Project by others, except for such use as may be authorized, in writing, by the Contractor.
- (D) Any sub agreement in excess of \$25,000, entered into as a result of this Agreement, shall contain all of the provisions of this clause.

**6. CONFIDENTIALITY OF DATA**

Subject to the requirements and limitations of the California Public Records Act:

- (A) All financial, statistical, personal, technical, or other data and information relative to the Authority's operations, which is designated confidential by the Authority and made available to the Contractor in order to carry out this Agreement, shall be protected by the Contractor from unauthorized use and disclosure.
- (B) The Contractor shall protect all Authority data from loss and disaster and shall have a data disaster recovery plan in place.

**7. CONFLICT OF INTEREST**

- (A) During the term of this Agreement, the Contractor shall disclose any financial, business, or other relationship with the Authority that may have an impact upon the outcome of this Agreement or any ensuing Authority construction project. The Contractor shall also list current clients who may have a financial interest in the outcome of this Agreement or any ensuing Authority construction project.
- (B) The Contractor hereby certifies that it does not now have, nor shall it acquire, any financial or business interest that would conflict with the performance of services under this Agreement.
- (C) The Contractor and its employees, and all its subcontractors and their employees, shall comply with the Authority's Conflict of Interest Policy, attached hereto as Appendix H.

(D) Any sub-agreement in excess of \$25,000, entered into as a result of this Agreement, shall contain all of the provisions in this clause.

## **8. REBATES, KICKBACKS, OR OTHER UNLAWFUL CONSIDERATION**

The Contractor certifies that this Agreement was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised by or paid to any Authority agency employee. For breach or violation of this warranty, the Authority shall have the right, in its discretion, to terminate this Agreement without liability, to pay only for the value of the work actually performed, or to deduct from this Agreement price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

## **9. STATE PREVAILING WAGES RATES**

The work called for in this contract may involve, in whole or in part, a “public work,” as that term is defined in Labor Code sections 1720 et seq., and one or more employees of the Contractor or of one or more of the Contractor’s subcontractors may perform work to which federal and state prevailing wage laws, laws concerning apprentices, and other pertinent laws may apply. It is the obligation of the Contractor to determine whether these laws apply to any of the work to be done pursuant to this Contract.

To the extent that any of the work done pursuant to this Contract, including work done pursuant to any subcontracts, falls within the definition of “public work” as set forth in Labor Code sections 1720 et seq., and involves “workers,” as that term is defined in Labor Code section 1723, the following provisions apply.

- (A) The Contractor shall comply with all obligations imposed on contractors by Labor Code section 1776. Any subcontracts will contain a provision requiring subcontractors to comply with all obligations imposed on subcontractors by Labor Code section 1776.
- (B) The Contractor agrees to comply with the provisions of Labor Code sections 1771, 1775, 1776, 1777.5, 1813, and 1815, as they exist now and as they may be amended from time to time during the duration of this Agreement. To the extent these sections describe the obligations of a contractor or subcontractor engaged in a public work, those obligations are made a part of this Agreement as though fully set forth. Any contract executed between the Contractor and a subcontractor shall require compliance with the provisions of sections 1771, 1775, 1776, 1777.5, 1813, and 1815, to the extent these sections describe the obligations of a subcontractor engaged in a public work.
- (C) The Contractor or subcontractor shall, as a penalty to the State or political subdivision on whose behalf the Contract is made or awarded, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the Contract by the respective Contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of this article.



- (D) In accordance with the provisions of section 3700 of the Labor Code, the Contractor will be required to secure the payment of compensation to his employees.
- (E) To the extent the Contractor or any subcontractor employs apprentices or employs workers in any apprenticeable craft or trade, it shall be the responsibility of the Contractor to see to it that the Contractor and the subcontractors comply with Labor Code section 1777.5, as it now exists and as it may be amended from time to time during the duration of this Agreement.

**10. FEDERAL PREVAILING WAGES**

The work herein proposed may be financed in whole or in part with federal funds. To the extent it is so financed, all of the statutes, rules, and regulations promulgated by the federal government that are applicable to work financed in whole or in part with federal funds will be applicable to work performed pursuant to this contract. To the extent the work is financed in whole or in part with Federal funds, the following provisions will take effect:

(A) Federal Requirements

- i. Federal Requirements for Federal-Aid Construction Projects provisions may apply to this Agreement and, to the extent they apply, are made a part of the Agreement.
- ii. The current Federal Prevailing Wage Determinations issued under the Davis-Bacon and related Acts shall apply to this Agreement and are made a part of the Agreement.

- (B) When prevailing wage rates apply, the Contractor must submit, with each invoice, a certified copy of the payroll for compliance verification. Invoice payment will not be made until the payroll has been verified and the invoice approved by the Contract Manager.

If there is any conflict between the state prevailing wages and the federal prevailing wages, the higher rate shall be paid. Any sub-agreement entered into as a result of this Agreement shall contain all of the provisions of this clause. In the event federal funds are used to finance, in whole or in part, the work done pursuant to this Agreement, or any subcontracts, the parties agree to amend this Agreement to include any provisions to the extent such provisions are required to be included in the Agreement by federal laws or regulations.

## COUNTY OF KINGS

### AGREEMENT FOR SERVICES

THIS AGREEMENT is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the County of Kings, a political subdivision of the State of California (hereinafter "County") and Zumwalt Hansen & Associates, Inc., a California Corporation (hereinafter "Contractor").

### RECITALS

WHEREAS, County requires services to review plans and specifications for the design of California High Speed Rail sponsored improvements and to make recommendations concerning the suitability of said designs and

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

NOW, THEREFORE, the parties mutually agree as follows:

#### 1. SCOPE OF SERVICES

County hereby engages Contractor and Contractor shall do, perform, and carry out the services as set forth in **Exhibit A**.

#### 2. RESPONSIBILITIES OF CONTRACTOR

Contractor possesses the requisite skills necessary to perform the work under this Agreement and County relies upon such skills. Contractor shall, at all times utilizing its ability, experience and talent, faithfully, industriously and professionally perform the work set forth in **Exhibit A** to County's reasonable satisfaction. County's acceptance of Contractor's work does not constitute a release of Contractor from its professional responsibility.

Contractor affirms that it possesses current valid appropriate licensure, including, but not limited to, driver's license, professional license, certificate of tax-exempt status, or permits, as required to perform the work under this Agreement.

#### 3. COMPENSATION

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

Should no funds or insufficient funds be appropriated for this Agreement, County reserves the right to propose an amendment or unilaterally terminate this Agreement immediately.

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

To fully comply with the terms and conditions of this Agreement, Contractor shall:

A. Establish and maintain a system of accounts for budgeted funds that complies with generally accepted accounting principles for government agencies and that properly accumulates and segregates expenditures by line item. Contractor shall document all costs by maintaining complete and accurate records of all financial transactions associated with this Agreement, including, but not limited to, invoices and other official documentation which sufficiently support all charges under this Agreement.

B. Submit monthly cost reimbursement claims. Documented verification of actual expenditures must support each claim. Reimbursement shall only be for expenditures that directly benefit County, and no travel or per diem reimbursement shall be made until incurred and paid by Contractor. Neither shall Contractor pass any cost on to County of reimbursing a subcontractor for travel, per diem, or third-party contract costs that have not yet been incurred and paid for by the subcontractor.

C. Contractor shall include the provisions of this Section in any and all subcontracts for work under this Agreement.]

#### **4. TERM**

This Agreement shall be in full force and effect for six (6) months and shall commence on the effective date of this agreement and shall terminate six (6) months later unless otherwise terminated in accordance with its terms.

This Agreement may be extended by mutual consent of the parties for an additional six (6) month term.

#### **5. RECORDS AND INSPECTIONS.**

Contractor shall maintain full, complete, and accurate records with respect to all matters covered under this Agreement. All such records shall be prepared in accordance with generally accepted accounting procedures, shall be clearly identified, and shall be kept readily accessible. County shall have free access during normal work hours to such records and the right to examine,

inspect, copy, or audit them, at no cost to County. Records shall be maintained for seven (7) years after the termination of this Agreement or any extension of this Agreement.

## **6. AMENDMENTS**

This Agreement may be modified only by a written amendment signed by Contractor and County Board of Supervisors or other representative authorized by County Board of Supervisors. Contractor shall submit a Request of Authorization for Additional Services (Exhibit C) before work on any additional services outside the scope of this Agreement are started. Addition services conducted without approval by County are done at Contractor's risk.

## **7. TERMINATION**

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

A. Without Cause. Either party shall have the right to terminate this Agreement without cause by giving the other party thirty (30) calendar days prior written notice of its intention to terminate pursuant to this provision, specifying the date of termination. If the termination is for non-appropriation of funds, County may terminate this Agreement effective immediately.

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

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

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

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

E. Forbearance Not to be Construed as Waiver of Breach or Default. In no event shall any act of forbearance by either party constitute a waiver of any breach of this Agreement or any default which may then exist, nor shall such act impair or prejudice any remedy available to the non-breaching party with respect to the breach or default.

## 8. INSURANCE

A. Without limiting County's right to obtain indemnification from Contractor or any third parties, prior to commencement of work, Contractor shall purchase and maintain the following types of insurance for minimum limits indicated during the term of this Agreement and provide an Endorsed Additional Insured page from Contractor's Insurance Carrier guaranteeing such coverage to County. Such page shall be mailed as set forth under the Notice Section of this Agreement prior to the execution of this Agreement. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to other remedies it may have, suspend, or terminate this Agreement upon the occurrence of such event.

1. Commercial General Liability. Two Million Dollars (\$2,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate covering bodily injury, personal injury and property damage. County and its officers, employees and agents shall be endorsed to above policies as additional insured, using ISO form CG 20 26 or an alternate form that is at least as broad as form CG 20 26, as to any liability arising from the performance of this Agreement.

2. Automobile Liability. Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than One Million Dollars (\$1,000,000) per person, One Million Dollars (\$1,000,000) per accident and for property damages not less than One Hundred Thousand Dollars (\$100,000), or such coverage with a combined single limit of One Million Dollars (\$1,000,000). Coverage should include owned and non-owned vehicles used in connection with this Agreement.

3. Workers Compensation. Statutory coverage, if and as required according to the California Labor Code. The policy shall be endorsed to waive the insurer's subrogation rights against County.

4. Professional Liability. Two Million Dollars (\$2,000,000) limit per occurrence or claim and Two Million Dollars (\$2,000,000) annual aggregate limit covering Contractor's wrongful acts, errors and omissions.

County will accept a claims made policy under the following circumstances: any retroactive date must be shown and must be dated before the commencement of this Agreement, the policy must be kept in full force and effect or Contractor may provide tail coverage or extended reporting coverage with a retroactive

date to cover any time gaps for five (5) years after the termination of this Agreement or any extension of this Agreement.]

B. Insurance is to be placed with admitted insurers rated by A.M. Best Co. as A:VII or higher. Lower rated, or approved but not admitted insurers, may be accepted if prior approval is given by County's Risk Manager.

C. Each of the above required policies shall be endorsed to provide County with thirty (30) days prior written notice of cancellation. County is not liable for the payment of premiums or assessments on the policy. No cancellation provisions in the insurance policy shall be construed in derogation of the continuing duty of Contractor to furnish insurance during the term of this Agreement.

## **9. INDEMNIFICATION**

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

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

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

D. These indemnification obligations shall survive the termination of this Agreement as to any act, omission, fault or negligence occurring during this Agreement or any extension of this Agreement. The County's rights to indemnification are in addition to

and shall not limit any other rights or remedies that County may have under law or this Agreement.

#### **10. INDEPENDENT CONTRACTOR**

Contractor is an independent contractor and not an agent, officer or employee of County. The parties mutually understand and agree that this Agreement is by and between two independent contractors and is not intended to, and shall not be construed to create, the relationship of agent, servant, employee, partnership, joint venture or association.

#### **11. COMPLIANCE WITH LAW**

Contractor shall comply with all federal, state and local laws and regulations applicable to its performance including, but not limited to, Government Code section 8350 *et seq.* regarding a drug free workplace and all health and safety standards set forth by the State of California and County.

Prevailing Wage. Contractor understands and agrees that the work performed under this Agreement is subject to prevailing wage as set forth in the California Labor Code. Contractor further understands and agrees that it shall bear sole responsibility for ensuring the enforcement thereof including registering with and submitting certified payrolls to the Department of Industrial Relations for compliance monitoring pursuant to Labor Code section 1725.5.] [Contractor is advised that the work will be subject to section 1777.5, and Contractor shall comply fully with all applicable requirements of that statute, as well as all associated rules and regulations of the Department of Industrial Relations or other state agency implementing section 1777.5, including 8 C.C.R. section 227 *et seq.*]

#### **12. CONFIDENTIALITY**

Contractor shall not use County confidential information for any purpose other than carrying out Contractor's obligations under this Agreement. Contractor shall prevent unauthorized disclosure of any County confidential information. Contractor shall promptly transmit to County all requests for disclosure of County confidential information.

#### **13. CONFLICT OF INTEREST**

Contractor warrants that its employees or their immediate families or Board of Directors or officers have no financial interest, including, but not limited to, other projects or independent contracts, and shall not acquire any financial interest, direct or indirect, which conflicts with the rendering of services under this Agreement. Contractor shall employ or retain no such person while rendering services under this Agreement. Services rendered by Contractor's associates or

employees shall not relieve Contractor from personal responsibility under this clause. Contractor has an affirmative duty to disclose to County in writing the name(s) of any person(s) who have an actual, potential or apparent conflict of interest.

Consultant discloses and Client acknowledges that in carrying out the work contemplated by this agreement, Consultant intends to use the services of QK as a sub-consultant. QK has in the past 12 months performed, and is currently performing work for Dragados Flatiron Joint Venture (DFJV), an outside entity with interest in the work to be performed under this contract. The current work by QK team members involves design and coordination of utility crossings in connection with CP2-3 section of the HSR project. None of the team members engaged in the work contemplated under this agreement are or will be involved with the aforementioned work being performed for DFJV, and none of the QK team members involved in the current DFJV work will be involved in the work contemplated under this agreement. In executing this agreement, both parties acknowledge they have been informed of the potential conflict and agree to waive any provisions in this agreement relating to conflict of interest insofar as it concerns the specific work disclosed herein. It is further agreed that neither Consultant nor QK shall undertake any additional assignments on behalf of DFJV or HSRA except as regards the aforementioned utility design and coordination during the term of this agreement.

#### **14. NONDISCRIMINATION**

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

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

#### **15. SUBCONTRACTORS**

Contractor shall include the following provisions in any and all agreements between Contractor and any subcontractors: Section 5 Records and Inspections, Section 8 Insurance, Section 9 Indemnification, Section 11 Compliance with Law, Section 12 Confidentiality, Section 13 Conflict of Interest, Section 14 Nondiscrimination, and Section 24 ADA Compliance.

#### **16. ASSIGNMENT**

Contractor shall not assign this Agreement or monies due without the prior written consent of County subject to any required state or federal approval. Assignment by Contractor of any monies due shall not constitute an assignment of the Agreement.



**17. UNFORESEEN CIRCUMSTANCES**

Neither party shall be responsible for any delay caused by natural disaster, war, civil disturbance, labor dispute or other cause beyond a party’s reasonable control, provided written notice is provided to the other party of the cause of the delay within ten (10) days of the start of the delay. Thereafter, the parties shall meet and confer as to whether to amend, suspend, or terminate this Agreement.

**18. OWNERSHIP OF DOCUMENTS**

County shall be the owner of and shall be entitled to possession of any computations, plans, correspondence or other pertinent data and information gathered by or computed by Contractor prior to termination of this Agreement by County or upon completion of the work pursuant to this Agreement. County’s reuse of any such materials on any project other than the project for which they were originally intended shall be at County’s sole risk. No material prepared in connection with the project shall be subject to copyright in the United States or in any other county.

**19. NOTICE**

Any notice necessary to the performance of this Agreement shall be given in writing by personal delivery, fax, overnight carrier, e-mail or by prepaid first-class mail addressed as follows:

**County**

Kevin McAlister  
Director of Public Works  
1400 W. Lacey Blvd  
Hanford CA 93230  
559.582.2506 (fax)  
[Kevin.mcalister@co.kings.ca.us](mailto:Kevin.mcalister@co.kings.ca.us)

**Contractor**

John Zumwalt  
Principal  
P.O. Box 1380  
Hanford CA 93230  
559.584.4143 (fax)  
[jzumwalt@zumwalt-hansen.com](mailto:jzumwalt@zumwalt-hansen.com)

If notice is given by: a) personal delivery, it is effective as of the date of personal delivery; b) fax, it is effective as of the date of the fax; c) overnight carrier, it is effective as of the date of delivery; d) e-mail, it is effective as of the date it was sent; e) mail, it is effective as of five (5) days following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

**20. CHOICE OF LAW**

The parties have executed and delivered this Agreement in the County of Kings, State of California. The parties agree that the laws of the State of California shall govern the validity, enforceability or interpretation of this Agreement and Kings County shall be the venue for any action or proceeding, in law or equity that may be brought in connection with this Agreement. Contractor hereby waives any rights it may possess under Section 394 of the Code of Civil Procedure to transfer to a neutral county or other venue any action arising out of this Agreement.

## **21. SEVERABILITY**

If any of the provisions of this Agreement is found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision shall be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole.

## **22. SURVIVAL**

The following sections shall survive the termination of this Agreement: Section 5 Records and Inspections, Section 8 Insurance, Section 9 Indemnification, and Section 12 Confidentiality.

## **23. NO THIRD PARTY BENEFICIARIES.**

County and Contractor are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide, any right or benefit, whether directly or indirectly or otherwise, to a third party.

## **24. ENTIRE AGREEMENT; CONTRIBUTIONS OF BOTH PARTIES; IMAGED AGREEMENT**

This Agreement, including its Recitals and Exhibits which are fully incorporated into and are integral parts of this Agreement, constitutes the entire agreement between the parties and there are no inducements, promises, terms, conditions or obligations made or entered into by County or Contractor other than those contained herein.

The parties agree that each party had had an opportunity to review this Agreement and consult with legal counsel and it is expressly agreed and understood that the rule stated in Civil Code section 1654, that ambiguities in a contract should be construed against the drafter, shall have no application to the construction of the Agreement.

An original executed Agreement may be imaged and electronically stored. Such imaged Agreement may be used in the same manner and for the same purposes as the original. Neither party may object to the admissibility of the imaged Agreement on the basis that it was not originated or maintained in documentary form.

## **25. AUTHORITY**

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

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

COUNTY OF KINGS

ZUMWALT HANSEN & ASSOCIATES, INC

By: \_\_\_\_\_  
Doug Verboon, Chairman

By: \_\_\_\_\_

ATTEST:

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

Approved and Endorsements Received:

\_\_\_\_\_  
Sande Huddleston

APPROVED AS TO FORM:  
Lee Burdick, County Counsel

By: \_\_\_\_\_

- Exhibits/Attachments:
- Exhibit A:** Scope of Work
- Exhibit B:** Fees
- Exhibit C:** Request of Authorization for Additional Services

## Exhibit A

### Scope of Work

Dragados Flatiron Joint Venture (DFJV) is preparing construction plans as a design-build project for the California High-Speed Rail Authority through Kings County, and wants the County to review and comment upon their submittals and ready-for-construction (RFC) plans for the project. Zumwalt-Hansen & Associates (ZHA) will assist the County as a consultant during the process. ZHA will, as practical, identify any potential concerns about design parameters for the project, and if appropriate, make recommendations to the County of Kings to mitigate those concerns to the extent practical.

The Scope of Work is more specifically described as follows:

- ZHA and their sub-consultants will review all design proposals (plans and specifications) submitted by Dragados Flatiron Joint Venture (DFJV).
- ZHA and their sub-consultants will use Kings County Improvement Standards, the Caltrans Highway Design Manual, AASHTO Standards, the American with Disabilities Act, and/or the California Manual on Uniform Traffic Control Devices (CA MUTCD) as the basis of design conformance. In cases where the aforementioned standards and codes do not address a specific design consideration, other industry standards, such as APWA Greenbook, may need to be considered. ZHA and their sub-consultants are to use good engineering judgment, as well as consideration of the site conditions and safety when considering the application of these standards to a design feature. The final decision regarding use of standards will be made by County of Kings.
- ZHA and their sub-consultant's review scope will include, but not be limited to, the following:
  - Horizontal and vertical alignments of roadways and structures
  - Design speeds recommended for roadway improvements
  - Propose alternate design features which will benefit Kings County and its citizens
  - Approach railing and bridge rails
  - Impact of design on access roads to "orphaned" parcels
  - Status of road segments subject to abandonment
  - Impact of design on neighboring residences and business
  - Impacts on traffic circulation (emergency response and general public)
  - Purpose and adequacy of drainage features
  - Design alternatives to decrease maintenance costs
  - Recommendations on street lighting
- ZHA will make recommendations to County of Kings as to the sufficiency of the proposed design and suggest alternatives to the proposed design where appropriate.

- At no time will ZHA and their sub-consultants approve design documents on behalf of County of Kings.

### **PROJECT APPROACH**

The following subtasks were identified by High Speed Rail and DFJV and are included in the Utility Agreement between the County and High Speed Rail. Plans for these will be reviewed at the 90% design level as provided by DFJV and its designer, Jacobs Engineering Group, Inc.

DFJV has provided the subtasks in the order of their priority. Authority's Contractor will submit plan sets for Subtask 1.02 through Subtask 1.18 as indicated by Submission date. Submission date Week 1 will begin 1 week after the effective date of this agreement, and proceed sequentially. County will accept the submittal of the plan sets as detailed below. It is anticipated that ZHA will return submittals in 3 weeks, but this may vary based on the complexity of the particular subtask. Subtask 1.01 will be reviewed as part of Subtasks 1.02 through 1.18.

#### **SUBTASK 1.01**

**Scope:** Utility Relocation Design Submittal Review

Submission date: Will be reviewed as part of other subtasks

#### **SUBTASK 1.02**

**Scope:** 9<sup>th</sup> Avenue Design Submittal Review

Submission date: Week 1

#### **SUBTASK 1.03**

**Scope:** Hanford Viaduct (Lacey Blvd./SR198/7<sup>th</sup> Road) Avenue Design Submittal Review

Submission date: Week 1

#### **SUBTASK 1.04**

**Scope:** Cairo Avenue Design Submittal Review

Submission date: Week 2

#### **SUBTASK 1.05**

**Scope:** Flint Avenue Design Submittal Review

Submission date: Week 2

#### **SUBTASK 1.06**

**Scope:** Dover Avenue Design Submittal Review

Submission date: Week 3

#### **SUBTASK 1.07**

**Scope:** Excelsior Avenue Design Submittal Review

Submission date: Week 4

#### **SUBTASK 1.08**

**Scope:** Kansas Avenue Design Submittal Review

Submission date: Week 5

#### **SUBTASK 1.09**

**Scope:** Kent Avenue Design Submittal Review

Submission date: Week 6

#### **SUBTASK 1.10**

**Scope:** Waukena Avenue Design Submittal Review  
Submission date: Week 7

**SUBTASK 1.11**

**Scope:** Roadway Cul-De-Sac Design Submittal Review  
Submission date: Week 7

**SUBTASK 1.12**

**Scope:** Idaho Avenue Design Submittal Review  
Submission date: Week 8

**SUBTASK 1.13**

**Scope:** Jackson Avenue Design Submittal Review  
Submission date: Week 9

**SUBTASK 1.14**

**Scope:** Fargo Avenue Design Submittal Review  
Submission date: Week 10

**SUBTASK 1.15**

**Scope:** Jersey Avenue Design Submittal Review  
Submission date: Week 10

**SUBTASK 1.16**

**Scope:** Grangeville Blvd. Design Submittal Review  
Submission date: Week 11

**SUBTASK 1.17**

**Scope:** Houston Avenue Design Submittal Review  
Submission date: Week 12

**SUBTASK 1.18**

**Scope:** Hanford-Armona Road Design Submittal Review  
Submission date: Week 13

**WORK PLAN**

The design elements included in the plan sets to be reviewed are those items listed above in Scope Of Work.

This project work plan will include the following:

- Partnering Meetings and Design Workshops – kick-off meetings and regular partnering meetings will be attended as requested. This may include participation in design concept reviews and design workshops which occur prior to or concurrently with plan check reviews.
- As-built Collection and Review – County of Kings records will be researched as necessary to ascertain existing conditions for affected side roads and facilities.
- Site Evaluation – existing known conditions will be assessed and applicable design constraints and potential hazards will be identified.
- Grade Separation Geometries – the vertical and horizontal geometries will be evaluated for appropriate design speeds, adequate sight distance, and roadway cross sections consistent with the terms and conditions of the Cooperative Agreement between HSR and Kings County.

- Side Street Geometries – geometries for the intersections adjacent to the proposed overpasses will be evaluated. AutoTURN software will be used to confirm each intersection can accommodate the design vehicles identified by the County of Kings.
- Design Alternatives – recommendations will be made to the County of Kings if alterations in the design might decrease maintenance costs or provide other benefits to the County of Kings and/or its citizens.
- Impact Analysis – planning-level analysis will be implemented to identify all impacts to land-locked parcels, abandoned roadways, neighboring residences, businesses, and traffic circulation.

# Exhibit B – Fees

## FEE SCHEDULE

January 2, 2020

Senior Engineer	\$199/hr.
Senior Associate Engineer	\$156/hr.
Cad Technician	\$ 90/hr.
Project Assistant	\$ 65/hr.

Mileage	\$ 0.67/mile
Duplication	Commercial rates

### **ESTIMATED FEES**

Time and Materials per this Exhibit B. Estimated total cost to be \$100,000. This estimated cost includes mobilization and project setup costs incurred to date. It does not include partnering meetings or design workshops, as the number and duration are to be determined (TBD). The County of Kings will be billed monthly for actual and reasonable costs. Billing will be actual time spent. Undisputed invoices shall be paid in full within 45 days following invoice.



**EXHIBIT C**  
**COUNTY OF KINGS**  
**REQUEST OF AUTHORIZATION**  
**For**  
**ADDITIONAL SERVICES**

Project: \_\_\_\_\_

Project No.: \_\_\_\_\_

Architect/Engineer: \_\_\_\_\_

Agreement No: \_\_\_\_\_

Request No: \_\_\_\_\_

Date: \_\_\_\_\_

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DESCRIPTION:

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COST ESTIMATE:

<b>Contract Cost:</b>	<b>Contract Time:</b>
Original Budget: _____	Original Completion: _____
Prior Requests: _____	Prior Changes (days): _____
This Request: _____	This Change (days): _____
<b>TOTAL:</b> _____	New Completion Date: _____

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ACCEPTANCES:

County:

Contractor:

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Day: \_\_\_\_\_



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM June 2, 2020

**SUBMITTED BY:** Administration – Rebecca Campbell/Roger Bradley

**SUBJECT:** AGREEMENT FOR MEDICAL, BEHAVIORAL HEALTH, AND DENTAL CARE SERVICES AT THE JAIL AND JUVENILE CENTER

**SUMMARY:**

**Overview:**

The agreement with California Forensic Medical Group, Inc. and its management services organization, Wellpath (Wellpath), for medical and behavioral healthcare services in the County’s local detention facilities has been prepared for your Board’s consideration and approval. The agreement provides a system of healthcare in each facility to include on-site access to nursing, medical, behavioral health, dental, pharmacy, and radiology services. The negotiated agreement is for a four-year period starting July 1, 2020 with two (2) two-year extension options thereafter.

**Recommendation:**

**Approve an agreement with the California Forensic Medical Group, Inc. to provide medical, behavioral health, and dental care services in the Jail and Juvenile Center from July 1, 2020 through June 30, 2024, with two (2) two-year extension options thereafter.**

**Fiscal Impact:**

The annual expense for all services is \$4,406,646 for the first year of the Agreement. Additionally, there will be costs for pharmacy and offsite medical charges that the County will have to pay in an amount of \$250,000 for the former and \$230,000 for the latter. These additional costs are capped at the stated amounts. Should expenses exceed the capped values, Wellpath will be responsible for paying any excess amount. If costs come in less than the capped amounts, the County will retain the savings. Thus, the maximum annual expense for services under the contract is \$4,886,646. The annual expense and cost caps will increase each year according to the Bureau of Labor Statistic’s Medical Care Cost Index for the San Francisco/Oakland Region. This increase shall not exceed 5.5 percent in any contract year.

(Cont’d)

**BOARD ACTION:**

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

I hereby certify that the above order was passed and adopted  
on \_\_\_\_\_, 2020.

CATHERINE VENTURELLA, Clerk to the Board

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

## **Agenda Item**

### **AGREEMENT FOR MEDICAL, BEHAVIORAL HEALTH, AND DENTAL CARE SERVICES AT THE JAIL AND JUVENILE CENTER**

**June 2, 2020**

**Page 2 of 3**

The costs for these services will be included in the Fiscal Year 2020-21 Recommended Budget in the following Budget Units: Sheriff – AB 109 (221500), Sheriff – Jail (223000), Probation – Juvenile Treatment Center (233000), Behavioral Health Programs (420100), Health Department Clinical Support (411000), and Health Department Medical Assistance (419800).

As a result of COVID-19 and in the spirit of partnership, Wellpath has worked with the County to lower its cost of services to assist the County in dealing with these difficult financial times. The initial cost of services was quoted to the County at \$5,288,616 for the base services, and the cost cap for offsite medical was quoted at \$230,000 and at \$125,000 for pharmacy. The reduction in the base services under the contract resulted in a savings of \$881,970 to the County. The cost caps are not comparable in price, as the initial quote provided required that the County pay for any costs incurred above the capped amount, which is not a current known amount. In order to limit the potential for cost overruns, staff negotiated, and Wellpath agreed, to change the cost cap so that the County will only pay up to a specific amount. This minimizes and limits the financial risk to the County's budget.

The County is anticipating to spend \$4,538,451 in Fiscal Year 2019-2020 for these services. Therefore, there will be an increase of \$348,195 in next year's budget.

#### **BACKGROUND:**

The Board first considered providing medical and mental health services through a contract provider in March 2001, when the Board approved a Request for Proposal (RFP) process, and subsequently approved the initial agreement with the CFMG. This initial contract continued through November 30, 2014. On December 1, 2014, following another RFP process, Naphcare, Inc. (Naphcare) took over the contact for these services. The contract arrangement with Naphcare will expire on June 30, 2020.

Due to the impending expiration of the contract with Naphcare, a committee comprised of staff from the Administration Office, Behavioral Health, County Counsel, Probation Department, and the Sheriff's Office again initiated and prepared a RFP document for a new contract for medical and mental health services. The RFP was distributed to potential vendors on February 12, 2020. A proposal from Wellpath was received on April 13, 2020 and evaluated by staff. According to staff's evaluation, the proposal from Wellpath meets or exceeds the scope of work requirements listed within the RFP in all material aspects. As a result, staff recommends the County enter into a contact with Wellpath for medical, dental, and mental health services at the County Jail and Juvenile Center.

Examples of the services provided under this contact are provided below. The complete list and details of such services is included in the scope of work in Exhibit A to the Agreement:

- Medical Health Care Services: Wellpath will provide adult inmates and detained youth with healthcare services that are consistent with care available in the community.
- Behavioral Health Care Services: Wellpath will provide comprehensive behavioral health care services, including but not limited to standardized and thorough behavioral health assessments, evaluation for

## Agenda Item

### AGREEMENT FOR MEDICAL, BEHAVIORAL HEALTH, AND DENTAL CARE SERVICES AT THE JAIL AND JUVENILE CENTER

June 2, 2020

Page 3 of 3

behavioral health conditions and suicidal ideology, treatment plan development, crisis response and intervention, psychiatry, pharmaceuticals, and medication monitoring services for the inmate population.

- Pharmaceuticals: Wellpath will provide pharmaceutical services in accordance with Title 15 and the National Commission on Correctional Health Care (NCCHC) standards, as well as all applicable laws, guidelines, policies and procedures, and accepted community standards. The pharmaceutical management program will include formulary and non-formulary oversight; prescribing, filling, and administering of medications; record keeping; appropriate licensure; DEA management; and the secure and proper storage of all medications.
- Electronic Health Records: Wellpath will maintain up-to-date health records at all times, consistent with NCCHC and Title 15 standards; Kings County policies and procedures; community standards of practice; and all federal, state, and local laws. Healthcare staff will be responsible for the entry of patient information in the individual health record.
- Prenatal and Obstetrical Care: Wellpath will provide a comprehensive female health program, which will include prenatal and obstetrical (OB) services, including counseling, to inmates and youth as required under Title 15 and recommended per NCCHC guidelines, and in accordance with the policies and procedures of the Jail and Juvenile Center and all applicable standards of care.
- Dental Care: Wellpath will provide dental services to satisfy the dental care needs of the County's inmate and juvenile populations, as required under Title 15 and recommended per NCCHC guidelines.
- Optometry: Wellpath staff will assess vision at the time of the initial health assessment and will provide eye care to patients when it is deemed necessary for their health and well-being, in accordance with Title 15 and NCCHC guidelines. Patients who are unable to read printed material due to presbyopia or hyperopia, and those with visual acuity of 20/40 or less, will be referred to an optometrist for a more in-depth visual screening.
- Diagnostic Services, including Medical Portable X-ray and EKG Services: Wellpath will authorize, schedule, and coordinate necessary diagnostic services, including phlebotomy, X-ray, EKG, and ultrasound services.
- Laboratory Services: Wellpath will provide on-site laboratory services through its contract with Laboratory Corporation of America (LabCorp) or with another provider.
- Continuity and Coordination of Healthcare during Incarceration: Wellpath will ensure complete care coordination of medical and behavioral health care needs of inmates and youth, from incarceration to release.
- Discharge Planning: Wellpath will work with local providers to develop processes to ensure continuity of care for discharged patients, especially those with dual diagnoses of mental illnesses and substance use disorder and those with a chronic care condition.
- Licensing, Certification, and Credentialing: Medical and mental health services will be provided by persons who are fully qualified and appropriately licensed, certified, or registered in the State of California.

The agreement is attached to this agenda item. Exhibit A of the agreement is the Scope of Services, which is on file with the Clerk of the Board for your Board's review. Staff requests your Board's approval of this agreement for a four-year term with two (2) two-year extension options.



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM June 2, 2020

**SUBMITTED BY:** Administration – Rebecca Campbell  
**SUBJECT:** ADVOCACY FOR STATE FUNDING ISSUES  
**SUMMARY:**

**Overview:**

It is recommended that the Board Chairman sign a letter addressing State funding issues for counties.

**Recommendation:**

**Authorize the Chairman of the Board to sign a letter addressing State funding issues for counties.**

**Fiscal Impact:**

None.

**BACKGROUND:**

California counties have been at the front line of fighting the COVID-19 public health crisis, working tirelessly to ensure California successfully bends the curve and reduces the number of positive cases and deaths in the state. As we continue dealing with this pandemic, the revenues counties need to carry on normal operations, much less respond to this unprecedented worldwide crisis, have begun to erode. As counties manage their current year budgets and prepare their budgets for the 2020-21 fiscal year, they are beset by reduced resources, an ongoing health crisis, and significant overall uncertainty.

Our County must adopt a balanced budget, and we're faced with massive labor curtailments, as well as service reductions, in the immediate-term future. Some of these reductions may affect the very services that are most needed during our collective response to COVID-19. Like the State, Kings County is grappling with the twin pressures of increased costs and reduced revenues—revenues that have declined both because of the faltering economy as well as the measures taken to assist the private sector in weathering this period of shelter-in-place efforts. We, like the State, are entering this unprecedented period of economic uncertainty with trepidation and we request that the state partner with counties to weather the storm.

The letter urges the Administration and the Legislature to adopt specific actions that prioritize the health of counties and critical services as we continue exploring ways to lead Kings County through this crisis.

**BOARD ACTION:**

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

I hereby certify that the above order was passed and adopted  
on \_\_\_\_\_, 2020.

CATHERINE VENTURELLA, Clerk of the Board

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



JOE NEVES – DISTRICT 1  
LEMOORE & STRATFORD

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

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

CRAIG PEDERSEN – DISTRICT 4  
ARMONA & HANFORD

RICHARD FAGUNDES – DISTRICT 5  
HANFORD & BURRIS PARK

# COUNTY OF KINGS BOARD OF SUPERVISORS

MAILING ADDRESS: KINGS COUNTY GOVERNMENT CENTER, HANFORD, CA 93230  
OFFICES AT: 1400 W. LACEY BLVD., ADMINISTRATION BUILDING # 1, HANFORD  
(559) 852-2362, FAX: (559) 585-8047  
Web Site: <http://www.countyofkings.com>

June 2, 2020

Governor Gavin Newsom  
State of California  
1303 10<sup>th</sup> Street, Suite 1173  
Sacramento, CA 95814

Re: State Funding Issues

Dear Governor Newsom:

On behalf of Kings County, we would like to thank you for your leadership on obtaining critical COVID-19 aid. California's counties were the first to react and respond to COVID-19 and our efforts have been successful in "flattening the curve" to reduce the number of positive cases and deaths in our state. While the COVID-19 aid packages have brought a measure of relief to States, small businesses, and some local governments, California's counties are facing unprecedented demands on public health and critical safety net services at the same time that our ability to fund them is rapidly deteriorating. To help us alleviate the twin pressures of COVID-19 expenses and lost revenues, we strongly and respectfully urge the State Legislature and Administration to allocate resources directly to counties. Specifically, we and California's 58 counties request:

- \$1.1 billion in residual CARES Act funds based on direct service responsibilities (80% to counties with less than 500,000 population);
- State to cover deferred revenue caused by the Sales Tax Layaway Program;
- Protections and mitigations for 1991 and 2011 Realignment programs and funding;
- Assistance to counties with cash flow solutions to address short term needs. Fewer than one-third of California's counties received funding under the CARES Act via the Coronavirus Relief Fund, yet every California County is on the front line of responding to the COVID-19 crisis and needs immediate, flexible, and direct relief for both expenses and lost revenues. This is certainly true for Kings County.

The County declared both a public health emergency and a local emergency on March 17, 2020, even though our first confirmed case of COVID-19 did not occur until 10 days later. Thanks to our residents and businesses who have voluntarily adhered to the State restrictions and guidance for two months, as of May 28, 2020, Kings County has had only 493 confirmed cases (and an additional 221 from Avenal State Prison) with a known recovery rate of over 30 percent. Of these cases, 467 were related directly to close contacts, three were travel related, and only 65 were found to be community transmission. Notably, 273 of the 714 cases have recovered from the Novel Coronavirus. In addition, hospitalizations of Kings County residents are currently limited to only XX patients and three deaths to-date. This represents a hospitalization rate of less than XX percent of the County's positive cases.

Governor Gavin Newsom

June 2, 2020

Page 2

Kings County has redirected staff from our public safety departments, libraries, behavioral health and Administration to assist the Health Department with testing, tracking and tracing, education, data and cost tracking, and economic business reopening. As the State moves forward with relaxing its shelter-in-place order our resources will be spread even thinner. Counties are exhausting reserves to protect our residents and we must make budget decisions in the next 45 days that will impact the services we provide. Counties need state funding to keep our communities safe.

Again, we are thankful for your incredible leadership and focus on the overwhelming needs and challenges facing state and local governments. We are committed to a solution that helps our State and Kings County mitigate, respond and recover from these historic times. We would welcome the opportunity to discuss this issue further with your team.

Sincerely,

Doug Verboon, Chair

cc: Senator Melissa Hurtado  
Assemblymember Rudy Salas



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM June 2, 2020

**SUBMITTED BY:** Administration – Rebecca Campbell  
Department of Public Health – Edward Hill

**SUBJECT:** NOVEL CORONAVIRUS COUNTY UPDATE

**SUMMARY:**

**Overview:**

On March 4, 2020, the Governor of California proclaimed a State of Emergency throughout California because of the increase in cases reported of the novel coronavirus, a disease now known as COVID-19. The President of the United States likewise declared a national emergency because of the COVID-19 outbreak on March 13, 2020. On March 17, 2020, the Board proclaimed a local emergency in Kings County due to the imminent and proximate threat of exposure of COVID-19 on the residents of the County of Kings.

**Recommendation:**

- a. Receive an update on the local emergency in Kings County due to the imminent and proximate threat of exposure of COVID-19 on the residents of the County of Kings and take action as deemed necessary; and
- b. Receive an update on the State’s roadmap for modifying the statewide order, the County’s attestation for variance to the statewide order, and take action as necessary.

**Fiscal Impact:**

The County is tracking costs and revenue losses related to the emergency.

**BACKGROUND:**

A Novel Coronavirus (COVID-19) was first detected in Wuhan City, Hubei Province, China, in

(Cont’d)

**BOARD ACTION:**

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

I hereby certify that the above order was passed and adopted  
on \_\_\_\_\_, 2020.

CATHERINE VENTURELLA, Clerk to the Board

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



## **Agenda Item**

### **NOVEL CORONAVIRUS COUNTY UPDATE**

**June 2, 2020**

**Page 2 of 2**

December 2019. The Centers for Disease Control and Prevention (CDC) considers the virus to be a very serious public health threat. The exact modes of transmission, the factors facilitating human-to-human transmission, the extent of asymptomatic viral shedding, the groups most at risk of serious illness, the attack rate, and the case fatality rate all remain active areas of investigation. The CDC believes at this time that symptoms appear two to fourteen days after exposure. Currently, there is no vaccine or specific antiviral treatment for COVID-19.

County staff has been working diligently to assess and provide resources and information to the community regarding COVID-19. An update will be provided to the Board on County related activities and response.

Staff will also provide an update on the status of the State's roadmap for modifying the statewide order.