

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, October 6, 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 video and 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, Kings County 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. 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. A maximum of 10 individuals will be allowed in the 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 observe the meeting virtually can do so via the worldwide web at:

https://youtu.be/Eu_Zq1TcnAs or go to www.countyofkings.com and click on the “Join Meeting” link.

Members of the public who wish to comment 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 bosquestions@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

To comment during the meeting by telephone or the Internet, E-mail the Clerk of the Board at any time before or during the meeting at bosquestions@co.kings.ca.us for a phone number, access code and meeting link.

- I. 9:00 AM CALL TO ORDER**
ROLL CALL – Clerk of the Board
INVOCATION – TBD
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 September 29, 2020 regular meeting.

- IV. CONSENT CALENDAR**
- A. Community Development Agency:**
Consider authorizing the Chairman to sign the Agreement of Indemnification and Reimbursement of Extraordinary Costs between High Roller Dairy and the County dated August 19, 2020.
- B. Human Resources:**
Consider approving the revised job specification retitled from Detentions Commander to Detentions Captain, with no change in salary.
- C. Library:**
1. Consider:
 - a. Authorizing the Kings County Library to accept funds in the amount of \$25,000 from the California State Library to provide staff support, purchase books, and outreach materials; and
 - b. Adopting the budget change. **(4/5 vote required)**
 2. Consider:
 - a. Authorizing the Kings County Library to accept funds in the amount of \$205,000 from the California State Library to purchase a mobile library, books, and outreach materials; and
 - b. Adopting the budget change. **(4/5 vote required)**
- D. Public Works Department:**
1. Consider:
 - a. Declaring 30 vehicles and 3 pieces of equipment as surplus; and
 - b. Authorizing the Purchasing Manager to sell this surplus equipment at public auction.
- E. Sheriff's Office:**
Consider approving an Agreement with Stacie Myers for aircraft hangar space at the Hanford Municipal Airport.
- F. Administration:**
Consider denying the claim for damages filed by John Hastrup, on behalf of his client, Edward Martin.

- V. REGULAR AGENDA ITEMS**
- A. Community Development Agency – Greg Gatzka/Chuck Kinney**
Consider accepting the monthly report of the Planning Commission's action from their October 5, 2020 meeting.
- B. University of California Cooperative Extension – Karmjot Randhawa/Rochelle Mederos**
Consider adopting a Resolution proclaiming October 4-10, 2020 as 4-H Week in Kings County.
- C. Public Works Department – Kevin McAlister/Dominic Tyburski**
Consider authorizing the Chairman to sign the Notice of Completion for the Congestion Mitigation and Air Quality Program – Seal of Various Kings County Roadways Project.
- D. Public Health Department – Edward Hill/Nancy Gerking**
1. Consider:
 - a. Authorizing the Chairman to sign the Valley Children's Hospital CareLink Agreement for Access to Protected Health Information; and
 - b. Authorizing the Public Health Director to sign the Valley Children's Hospital CareLink Agreement for Access to Protected Health Information.



**E. 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 and take action as necessary.

VI. BOARD MEMBER ANNOUNCEMENTS OR REPORTS

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

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

VII. ADJOURNMENT

The next regularly scheduled meeting will be held on October 13, 2020, at 9:00 a.m.

VIII. 11:00 AM CALIFORNIA COMMUNITY HOUSING AGENCY REGULAR MEETING

<i>FUTURE MEETINGS AND EVENTS</i>		
October 13	9:00 AM	Regular Meeting
October 20	9:00 AM	Regular Meeting
October 27	9:00 AM	Regular Meeting

October 13	9:00 AM	Regular Meeting
October 20	9:00 AM	Regular Meeting
October 27	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

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To comment during the meeting by telephone or the Internet, E-mail the Clerk of the Board at any time before or during the meeting at bosquestions@co.kings.ca.us for a phone number, access code and meeting link.

- I. 9:00 AM CALL TO ORDER**
ROLL CALL – Clerk of the Board
INVOCATION – 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.



Bill Lynch, Kings County Interim Fire Chief stated that all County personnel who was out of the County in response to fires will be home today and will be potentially sent back out to respond to new fires starting tomorrow.

III. APPROVAL OF MINUTES

- A.** Approval of the minutes from the September 22, 2020 regular meeting.
ACTION: APPROVED AS PRESENTED (CP, JN, RV, RF, DV-Aye)

IV. CONSENT CALENDAR

A. Behavioral Health:

Consider approving an Agreement with Kings County Commission on Aging to provide Senior Access for Engagement Program Services from July 1, 2020 to June 30, 2021. **[Agmt #20-120]**

B. Sheriff's Office:

1. Consider approving an Agreement with Permittium LLC. for an online concealed carry weapons permit application system.
2. Consider authorizing the Sheriff, David Robinson to sign Amendment No. 1 to the Jail Based Competency Treatment Program Agreement.

C. Administration:

Consider authorizing the County Administrative Officer to sign the sixth Amendment to the Agreement with the California Department of Water Resources for the supply and conveyance of water under the dry year water purchase program.

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

V. REGULAR AGENDA ITEMS

A. County Counsel – Lee Burdick/Carrie Woolley

Consider authorizing the Chairman to sign a letter in support of the Emergency Wildfire and Public Safety Act of 2020.

ACTION: TABLE THE ITEM UNTIL THE OCTOBER 6, 2020 MEETING (CP, JN, RV, RF, DV-Aye)

B. Fire Department – William Lynch

Consider authorizing the advance step hire of Steve Alonzo as an extra help Assistant Fire Chief at Salary Range 260.0, Step 5.

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

C. Human Resources – Henie Ring/Melissa Avalos

1. Consider:
 - a. Approving the revised job specification for Family Resource Coordinator with no change in salary; and
 - b. Approving the new job specification for Senior Family Resource Coordinator and set the salary at range 183.0 (\$3,713 - \$4,531).

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

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

1. Consider authorizing the Chairman to retroactively sign the Agreement with Pacific Union College. **[Agmt #20-121]**

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

2. Consider authorizing waiving the flu vaccine administrative fee for flu vaccines offered to all Kings County residents.

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



E. Administration - Rebecca Campbell

1. Consider:
 - a. Appointing a Primary Director to the California State Association of Counties Board of Directors; and
 - b. Appointing an Alternate Director to the California State Association of Counties Board of Directors.

ACTION: APPROVED APPOINTMENT OF CRAIG PEDERSEN AS THE PRIMARY DIRECTOR & DOUG VERBOON AS THE ALTERNATE DIRECTOR AS PRESENTED (RV, JN, CP, RF, DV-Aye)

2. ***Urgency Item - Consider adopting a Resolution approving the Final Fiscal Year 2020-2021 Kings County Budget.***

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

F. Administration - Rebecca Campbell

**Human Services Agency – Sanja Bugay
Department of Public Health - Edward Hill**

1. Consider:
 - a. Approving a transfer of \$250,000 from the Department of Public Health Coronavirus Aid, Relief, and Economic Security Act allocation to the Human Services Agency to provide additional match for Project Roomkey; and
 - b. Adopting the budget change. **(4/5 vote required)**

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

G. 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 and take action as necessary.

THE BOARD RECEIVED AN UPDATE AND TOOK THE FOLLOWING ACTION AFTER BEING ADVISED BY COUNSEL OF THEIR OPTIONS: AUTHORIZE THE PUBLIC HEALTH DIRECTOR TO SUBMIT FUTURE UPDATES REGARDING THE MOBILE TESTING IN WRITING TO APPROPRIATE BOARD MEMBERS. (JN, CP, RF, DV-Aye, RV-Abstain)

VI. BOARD MEMBER ANNOUNCEMENTS OR REPORTS

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

Supervisor Neves stated that he participated in the Local Agency Formation Commission meeting, the Kings Area Public Transit Agency meeting, the Kings County Association of Governments meetings on September 23, 2020. He stated that he participated in the San Joaquin Valley CSAC meetings on September 23-25, 2020. He stated that West Hills College Chancellor Stewart Van Horn will be retiring this year. He stated that he participated in a meeting on the Hemp Ordinance on September 24, 2020 and has been working with the various departments on roadside food vendors and issues residents are experiencing.

Supervisor Verboon stated that he participated in the San Joaquin Valley Voice meetings, attended the Amtrak San Joaquin meeting, participated in a California High Speed Rail meeting and attended the San Joaquin Valley Joint Powers Authority meeting on September 25, 2020.



Supervisor Valle stated that the \$1 Million dollar settlement from the California High Speed Rail Authority for the Veteran's Memorial in Corcoran has seen the proposed monument get to the design phase and stated that he would share the pictures of the proposal with the Board members after the meeting. He stated that he would like Ed Hill to have the new metrics and census data presented today at the next meeting so the Board can have a plan of attack on meeting the goals for testing. He stated that he met with several people in Avenal to work on a mobile testing event in October and stated his hopes to have it be a huge success.

- ◆ Board Correspondence: **Rebecca Campbell** stated the Board received a notice of change of date of adoption hearing for simplification of statewide inland sport fishing regulations and a notice of proposed regulatory action relating to recreational crab trap fishery marine life protection measures. She stated that the Board received a notice of project from Analytical Environmental Services, for the Tachi Yokut Tribal Environmental Assessment.
- ◆ Upcoming Events: **Rebecca Campbell** stated that the California State Association of Counties meeting would be held on November 12-19, 2020 and the Public Safety Appreciation Luncheon will be held on October 23, 2020.
- ◆ Information on Future Agenda Items: **Rebecca Campbell** stated that the following items would be on a future agenda: Administration COVID-19 update, claim for damages, Community Development Agency – Agreement between High Roller Dairy and County for indemnification and reimbursement for extraordinary costs and Monthly report of the Planning Commission's actions, Public Works – congestion mitigation and air quality program – seal of various Kings County Roadways and Declare certain vehicles and equipment as surplus assets, Library – a Library To You grant and Out-of-School Time grant, Human Resources – Revised and retitled job spec from Detentions Commander to Detentions Captain, Sheriff – Airplane hangar lease agreement, Health – Valley Children's Hospital Carelink agreement for access to protected health information, University of California Cooperative Extension – Resolution proclaiming October 4-10, 2020 as 4-H week in Kings County.

VII.

CLOSED SESSION

- ◆ **Conference with Labor Negotiator/Meet and Confer: [Govt. Code Section 54957.6]**
Negotiators: Rebecca Campbell, Henie Ring, Che Johnson of Liebert Cassidy Whitmore
 - Blue Collar – SEIU
 - Detention Deputy Association
 - Deputy Sheriff's Association
 - Firefighters' Association
 - General – CLOCEA
 - Probation Officers Association
 - Prosecutors Association
 - Supervisors – CLOCEA
 - Unrepresented Management

Report out: Lee Burdick, County Counsel stated that she did not anticipate any reportable action being taken in closed session today.



VIII. ADJOURNMENT

The next regularly scheduled meeting is scheduled for October 6, 2020, at 9:00 a.m.

IX. 11:00 AM CALIFORNIA PUBLIC FINANCE AUTHORITY REGULAR MEETING

<i>FUTURE MEETINGS AND EVENTS</i>		
October 6	9:00 AM	Regular Meeting
October 13	9:00 AM	Regular Meeting
October 20	9:00 AM	Regular Meeting
October 27	9:00 AM	Regular Meeting

October 6	9:00 AM	Regular Meeting
October 13	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 October 6, 2020

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

SUBJECT: AGREEMENT BETWEEN HIGH ROLLER DAIRY AND COUNTY FOR INDEMNIFICATION AND REIMBURSEMENT FOR EXTRAORDINARY COSTS

SUMMARY:

Overview:

An agreement for Indemnification and Reimbursement for Extraordinary Costs between High Roller Dairy and the County of Kings.

Recommendation:

Authorize the Chairman to sign the Agreement of Indemnification and Reimbursement of Extraordinary Costs between High Roller Dairy and the County dated August 19, 2020.

Fiscal Impact:

None.

BACKGROUND:

High Roller Dairy has applied for a conditional use permit (CUP No. 20-08) on July 13, 2020 for construction of an on-site dairy digester and its accessory structures located outside of the existing footprint on an existing bovine dairy facility ("the Project"). The project site is located at 14782 8th Avenue, Hanford Assessor's parcel number 028-040-016. The environmental document for the Conditional Use Permit No. 20-08 is in the process of review and revision. Authorization of the Indemnification and Reimbursement for Extraordinary Costs Agreement between High Roller Dairy and the County will put the financial responsibilities and liability for costs that have and will occur during the Project solely upon High Roller Dairy which includes, but is not limited to, the California Environmental Quality Act (CEQA) process and the Conditional Use Permit approval process for the Project.

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.

AGREEMENT NO. _____

**AGREEMENT
BETWEEN THE COUNTY OF KINGS
AND HIGH ROLLER DAIRY FOR INDEMNIFICATION AND
REIMBURSEMENT FOR EXTRAORDINARY COSTS**

THIS AGREEMENT is entered into on this _____ day of _____, 2020 by and between High Roller Dairy (collectively referred to herein as “Applicant”) and the County of Kings, a political subdivision of the State of California (hereinafter referred to as “County”) on the terms and conditions hereinafter set forth.

RECITALS

WHEREAS, Applicant has applied to the County for a conditional use permit for construction of an on-site Dairy Digester and its accessory structures located outside of the existing footprint of the existing bovine dairy facility. (hereinafter referred to as the “Project”); The project site is located at 14782 8th Avenue, Hanford, Assessor’s Parcel Number 028-040-016; and

WHEREAS, the consideration of the Project by County will involve the issuance of a conditional use permit for the Project, as well as potential subsequent amendments to the conditional use permit, which may involve review under the California Environmental Quality Act (hereinafter referred to as “CEQA”); and

WHEREAS, County may incur extraordinary costs (hereinafter referred to as “Extraordinary Costs”) described in connection with the Project approval process and the CEQA process for the Project; and

WHEREAS, the parties desire to allocate responsibility and liability for such Extraordinary Costs pursuant to the terms of this Agreement.

THEREFORE, it is hereby agreed as follows:

TERMS AND CONDITIONS

1. Conditions to the Project Approval and Processing. The processing of Project documents by County and the effectiveness of all approvals, permits and consents for the Project by the County are expressly conditioned upon performance by Applicant of the following terms and conditions:

1.1. Full performance of all conditions imposed in connection with the applicable Project or the Project review.

1.2. Full compliance with the terms, conditions, provisions and requirements of the Project review process.

1.3. Posting of all applicable fees for CEQA review required by the provisions of California Fish & Game Code section 711.4, which at the time of execution of this Agreement are in the amount of \$2,406.75 for a negative declaration and \$3,343.25 for an environmental impact report.

1.4. Full performance of the terms and conditions of this Agreement.

1.5. Compliance with all required mitigation measures of an approved CEQA environmental document for the Project.

1.6. Payment of all deposits, if required by the County, for fulfillment of any of the above-described terms and conditions.

1.7. Timely payment by Applicant of all amounts invoiced by County under Section 6 below and of all demands made by County for deposit of funds under Section 7 below.

2. Obligation for Extraordinary Costs. In the event the Project requires, or appears likely to require, processing in excess of ordinary time and resource allocation, additional fees will be charged to cover the costs of such extraordinary processing (hereinafter referred to as "Extraordinary Costs"). Applicant shall be responsible for all Extraordinary Costs in connection with Project processing and all necessary environmental review processing and for all Extraordinary Costs associated with Project preparation, review, and approval and all litigation arising therefrom. In the event that Applicant refuses to make deposits or to pay amounts incurred and invoiced for such Extraordinary Costs, the County may terminate the Project processing and may recover from Applicant the costs incurred.

3. Extraordinary Events. The following are examples of Extraordinary Events which shall give rise to Applicant's obligation to pay for Extraordinary Costs under the terms of this Agreement:

3.1. Incomplete or inaccurate information provided by Applicant.

3.2. A change in the Project scope by means of an amendment, correction or similar circumstance.

3.3. Significant opposition to the Project by any person, group, organization or entity.

3.4. Any appeal of a Project decision.

3.5. Non-compliance in whole or in part by Applicant with a condition of Project approval.

3.6. Significant delays in processing the Project caused by Applicant or Applicant's agents.

3.7. Unique, novel or irregular demands or requests by Applicant.

3.8. Litigation involving or challenging the Project, or arising in any way from the Project's consideration, review, negotiation or approval by County.

3.9. Other circumstances or events outside of the County's control that significantly increase the workload of County staff to process the Project.

3.10. Preparation of an environmental impact report or mitigated negative declaration under CEQA, including all costs of outside consultants and legal counsel employed by County or Applicant for the preparation of such environmental documents.

The determination by County that an Extraordinary Event has occurred and that Applicant shall thereafter be responsible for the payment of Extraordinary Costs shall be in the sole and absolute discretion of County.

4. Charging for Extraordinary Costs. County shall charge Applicant for Extraordinary Costs as hereinafter set forth. Applicant shall pay for all Extraordinary Costs either through the Deposit Process described in Section 7 below, or as and when invoiced by County, under the Invoice Process described in Section 6 below. The determination as to whether to utilize the Deposit Process or the Invoice Process shall be at the sole and absolute discretion of the County, after consultation with Applicant.

4.1. Extraordinary Cost Schedule. Extraordinary Costs shall include, but shall not be limited to, the following and shall be billed by County as set forth below:

4.1.1. All damages, costs and/or attorneys' fees awarded against County, or any of County's officers, agents, employees or representatives, or against Applicant by a court in the course of litigation challenging the Project.

4.1.2. Costs incurred in preparation of CEQA documents by Consultants and outside counsel.

4.1.3. Costs incurred by County Staff, Consultants, County Counsel and outside counsel employed by County to defend litigation filed against the County and/or Applicant arising out of, purporting to arise out of, or relating in any manner to the Project approval process and/or the CEQA process for the project.

4.2. Rates for Charges. The rates at which Applicant shall be billed for Extraordinary Costs shall be as follows:

Planning Staff	Gross salary per hour of each employee x hours Billed.
County Counsel	Gross salary per hour of each employee x hours Billed.
County Counsel Staff	Gross salary per hour of each employee x hours Billed.
Special Counsel	As billed to County.
Consultants	As billed to County.
Other Costs	As authorized by County Ordinance or Resolution.

Extraordinary Costs shall also include the total dollar amount of all other County Department employees' time (computed on the basis of hours spent multiplied by the salary and benefit rate paid by the County to such individual employees), all fees and costs charged by outside consultants and Project personnel, and all amounts expended by County for photocopies, telephone calls, facsimile charges, postage, trip expenses (gas, meals, lodging, parking, transportation) and any and all other direct costs incurred or expended by the County in connection with the Project.

As used herein, "gross salary" means a County employee's standard cost recovery billing rate, which includes salary, benefits, and a proportionate share of office overhead.

5. Notice of Extraordinary Event. In the event that one or more Extraordinary Events arises, or is reasonably foreseen to arise, the Director of the Kings County Community Development Agency (the "Director" and the "Agency" respectively) shall after consultation with Applicant give written notice thereof to Applicant together with either a request for deposit of Extraordinary Costs or a statement that the County intends to utilize the Invoice Process described in Section 6 below. Deposits shall be made as set forth in this Section and in Section 7 below.

5.1. Submission of Initial Deposit. Upon receipt of a Notice of Extraordinary Event which demands deposit, Applicant shall within ten (10) days deposit the sums requested in the Notice. Failure to comply with a deposit demand shall be governed by Subsection 7.6 below.

5.2. Obligation After Deposit. In the event Applicant decides to proceed with the application and makes the initial deposit as requested, the County shall proceed with processing the Project, and Applicant shall thereafter be responsible for all Extraordinary Costs incurred, whether or not the latter are covered by or included in the Initial Deposit.

6. Invoices. As an alternative to the Deposit Process described in Sections 5 and 7 herein, County may in its sole and absolute discretion determine that it will directly invoice Applicant in arrears for Extraordinary Costs. County shall invoice Applicant for such costs within thirty days of County's receipt of invoice therefor, or, in the case of such costs for which an invoice would not ordinarily be submitted to County, within thirty days of the last day of the month in which such costs are actually incurred. Applicant agrees to make payment to County for such invoiced amounts within thirty days of the date on which County places the invoice in the mail to Applicant addressed as specified in Section 25.

7. Deposits. Deposits shall be made by Applicant and handled by County pursuant to the terms of this Section. All Deposits made by Applicant shall be deposited in an interest bearing account, and all interest shall accrue to the account of Applicant. Interest amounts shall either be applied to the payment of Extraordinary Costs or shall be credited to Applicant to be ultimately returned pursuant to the provisions of Subsection 7.7 below at the conclusion of the Project.

7.1. Initial Deposit. Applicant shall provide funds in the amount set forth in the "Notice of Extraordinary Costs" in the form of a check made payable to the "County of Kings" as set forth in Section 5.1 above.

7.2. Incremental Deposits. The County may request deposits in advance of expenditures or obligations for expenditures. Depending on the nature and size of the project, and except for requests for deposit on consulting or outside legal service Projects, individual deposit requests shall generally not exceed \$100,000.

7.3. Additional Deposits. If the deposit or any increase therein is inadequate to pay for costs actually incurred by the County, Applicant will be notified of the need to supplement the deposit. Applicant shall make payments of additional deposits within thirty days of receipt of notice of the need to supplement the deposit. Further deposit will be required in the full amount of any Project or Projects for consulting services. Any request for Applicant to make deposit to the County must be made in writing and mailed, emailed or telefaxed to Applicant, in accord with "Notices" set forth in Section 25.

7.4. Use of Deposits. The Initial Deposit constitutes an initial estimate of Extraordinary Costs associated with processing the Application and the initial study. County may use the Initial Deposit funds and all future deposit funds to cover all

Extraordinary Costs, including qualifying expenses incurred on the Project from its inception. Credit shall be given for any standard application permit fee paid by Applicant.

7.5. Draw Down of Deposit. On a monthly basis, or on such other time intervals as the Director may deem necessary and appropriate, Costs incurred shall be deducted from the Deposit, and an accounting of the status of the Deposit shall be provided to Applicant. In the case of Costs expended against billings from outside consultants, copies of such billing statements shall be provided to Applicant. Applicant shall not be entitled to any detail revealing the substantive contents or “detail of billings” pertaining to legal advisement to the County by Project attorneys or County Counsel, but shall be entitled to an accounting of the total amounts paid to such attorneys or reimbursement to the County General Fund, as the case pertains.

7.6. Failure to Make Deposits. In the event that Applicant does not make deposits as requested pursuant to the terms hereof, the County may suspend the processing of the Application. The failure to make a requested deposit within thirty days after request shall constitute an abandonment of the Project by Applicant and shall terminate all processing on the Application. The County shall not be liable for such termination and Applicant hereby indemnifies and holds the County harmless from any and all claims arising out of such termination, including those of Applicant.

7.7. Deposits in Excess of Costs. At the conclusion of the Project, if the actual total of the Extraordinary Costs is less than the total of the Deposits plus interest accrued thereon, the excess amount along with any accrued interest will be returned to Applicant or, at the option of Applicant, applied toward subsequent phases of environmental review on Applicant's Project or any subsequent projects, including the costs of an environmental impact report, negative declaration or any other environmental reviews.

8. Project Accounting. The County shall maintain books and records necessary to track all costs associated with the Project, and to account for all sums deposited and/or paid by Applicant, which records may be inspected in the Agency by Applicant at any time during the Agency’s normal business hours, and a report of which shall be provided to Applicant on a monthly basis.

9. Right of Withdrawal and Termination of the Agreement. Applicant has the right to withdraw its application or abandon the Project by filing written notice thereof with the County. Notwithstanding the above provision, this Agreement shall survive such abandonment or withdrawal and remain in full force and effect until Applicant has fully complied with its obligation to reimburse and indemnify County for all Extraordinary Costs regardless of the date such costs are incurred. In addition, if the Project is pending before the Planning Commission or the Board of Supervisors at the time of receipt of such written notice, the matter shall not be considered withdrawn or abandoned until the

withdrawal is approved by the Planning Commission or the Board of Supervisors, whichever is applicable. In addition, if the application is approved and the conditional use permit has been issued, this Agreement shall automatically terminate without further action by any party upon the expiration of all applicable limitations or appeal periods, provided that this Agreement shall survive such termination and remain in full force and effect until Applicant has fully complied with its obligation to reimburse and indemnify County for all Extraordinary Costs incurred up to and including the date of such termination. Notwithstanding the foregoing, in the event that Applicant later seeks to amend the conditional use permit for the Project, Applicant expressly understands and agrees that full performance of the terms and conditions of this Agreement in connection with the amendment shall be a condition of the County's consideration of the application for the amendment, without the need to enter into a subsequent agreement for indemnification and reimbursement of extraordinary costs.

10. Indemnification. Applicant shall indemnify, defend and hold the County, its officers, agents, and employees harmless from and against any and all costs, claims, damages, judgments, or payments in compromise and settlement, including therein all Extraordinary Costs as defined herein and all direct and administrative costs, attorneys' fees, including, but not limited to county counsel or special counsel fees incurred with respect to any action to attack, set aside, void, or annul any approvals or denials by the County, arising out of or in connection with the Project, whether by way of court action or administrative proceeding. In the event that any action is filed, including, but not limited to, notice of administrative appeal, summons and complaint, or writ proceeding (collectively referred to as "Action"), the County may request and Applicant shall make a deposit in the amount requested by the Director in the initial amount which shall not exceed fifty thousand dollars (\$50,000) to cover initial cost and fees, and shall replenish the deposit on an ongoing basis as may be requested during the ongoing proceedings, if any. In the event that actual costs are less than the sums deposited, the unused balance shall be returned to Applicant by warrant made payable to Applicant as they mutually advise in writing. Any special counsel hired to defend County under the provisions of this Agreement must be approved by the Board of Supervisors. The litigation deposit, provided for under the provisions of this Section, are additional to and supplemental to any other deposit or deposits required under the terms of this Agreement. It is intended as security only and it is in no way intended to limit, and shall not be construed to limit, the obligations of Applicant to fully reimburse County for all Extraordinary Costs.

11. Bonding Requirement. If the County determines that an additional Reimbursement Agreement and/or an Indemnification Agreement is required for litigation, the Applicant will be required to provide a bond in an amount sufficient to remedy any failure of the Applicant to provide the County with required reimbursements for the extraordinary cost of the application review and processing under the terms of the Reimbursement Agreement and to ensure that the Applicant's indemnification of the County is sufficient to protect the public interest in case of challenges to the process or action of the County

related to the project under the Indemnification Agreement. The form, nature and amount of the bond and/or bonds required under the terms of these provisions shall be determined by the County in the light of any risks associated with a particular project and shall be in the sole and absolute discretion of the County.

12. Waiver. A waiver by any party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such party available hereunder at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is express, in writing and signed by the party so waiving.

13. Assignment. This Agreement constitutes a contract for personal services and neither party shall assign or transfer this Agreement, or any part hereof, without the prior written consent of the other, unless such transfer is otherwise expressly permitted hereby.

14. Completeness of Instrument. This Agreement, together with its specific references and attachments, constitutes the entire agreement of the parties relating to the subject matter hereof. Unless set forth herein, neither party shall be liable for any representations made express or implied.

15. Supersedes Prior Agreements. It is the intention of the parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, or agreements, written or oral, between the parties hereto.

16. Attorney's Fees. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, which may be set by the Court in the same action or in a separate action brought for that purpose, in addition to any other relief which such party may be entitled.

17. Rules of Construction. Unless otherwise provided in this Agreement, or unless the context otherwise requires, the following definitions and rules of construction shall apply herein.

17.1. Captions. The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

17.2. Number and Gender. In this Agreement, the neuter gender includes the feminine and masculine, and the singular includes the plural, the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

17.3. Mandatory and Permissive. The terms “shall” and “will” and “agrees” are mandatory. “May” is permissive.

17.4. Term Includes Extensions. All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.

17.5 Ambiguities Not Construed Against Drafter. This Agreement represents the contributions of both parties, who each have the ability to be represented by competent counsel, and it is expressly agreed and understood that the rule stated in Civil Code section 1654, that ambiguities in a contract should be construed against the drafter, shall have no application to the construction of the Agreement.

18. Successors and Assigns. All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

19. Modification. No modification or waiver of any provisions of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which it is given.

20. Counterparts. This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

21. Other Documents. The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

22. Partial Invalidity. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants and provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

23. Jurisdiction and Venue. It is agreed by the parties hereto that unless otherwise expressly waived by them in writing, action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Kings, State of California, notwithstanding Code of Civil Procedure section 394.

24. Controlling Law. The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

25. Notices. All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party so to be served as follows:

To County:
Chairman, Board of Supervisors
County of Kings
1400 W. Lacey Blvd.
Hanford, California 93230

To Applicant:
Jacob and Nicole De Jong
6127 Jackson Avenue
Hanford, CA 93230

With a copy to:
County Counsel
County of Kings
1400 W. Lacey Blvd.
Hanford, California 93230

With a copy to Applicant's Consultant:
Maas Energy Works, Inc.
Attn: Anna Reville
3711 Meadow View Drive #100
Redding, CA 96002

26. Incorporation of Exhibits. All exhibits mentioned herein and attached hereto are specifically incorporated herein by this reference and made a part of this Agreement.

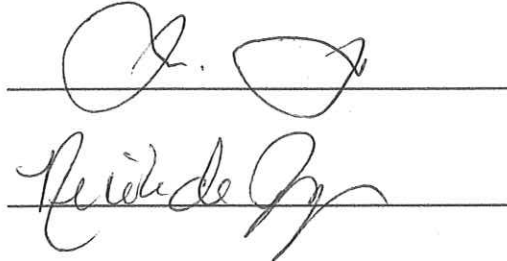
27. Time is of the Essence. Time is of the essence in this Agreement and in each covenant, term and condition herein.

28. Authority. All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s) or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Further, by entering into this Agreement, neither party hereto shall have breached the terms or conditions of any other Project or agreement to which such party is obligated, which such breach would have a material effect hereon.

THIS AGREEMENT is entered into by and between the parties and is effective as of the date and year first set forth above.

APPLICANTS

Date:



APPROVED AS TO FORM:

Date:



Deputy
County Counsel

COUNTY

Date:

_____, Chairman,
Kings County Board of Supervisors

ATTEST:

Date:

CATHERINE VENTURELLA,
Clerk of the Board



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM October 6, 2020

SUBMITTED BY: Human Resources – Henie Ring/Carolyn Leist

SUBJECT: REVISED AND RETITLED JOB SPECIFICATION IN THE SHERIFF'S OFFICE

SUMMARY:

Overview:

The Sheriff's Office requested that Human Resources Department revise the Detentions Commander job specification and change the title to Detention Captain. The classification is only utilized in the Sheriff's Office. The Administrative Office and Human Resources support the recommendations discussed below.

Recommendation:

Approve the revised job specification retitled from Detentions Commander to Detentions Captain, with no change in salary.

Fiscal Impact:

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

BACKGROUND:

In preparation for a recruitment to fill a current vacancy, the job specification of Detentions Commander was reviewed for potential changes. The job specification was last updated in 2004. The Sheriff's Office requested to change the title from Detentions Commander to Detentions Captain, which is the industry standard for many surrounding county jails. In addition to changing the title, the specification was modified to reflect the current structure of the jail and to better describe the breadth of responsibilities and duties. Additionally, changes were made to the experience to align with the new department organizational structure and to broaden the education substitution, and to broaden the applicant pool. The certifications required for the position were added as well as the special requirements, which includes the ability to work extended and irregular hours, travel in 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 of the Board

By _____, Deputy.

Agenda Item

REVISED AND RETITLED JOB SPECIFICATION IN THE SHERIFF'S OFFICE

October 6, 2020

Page 2 of 2

outside of the County, and to pass an extensive background check. Lastly, consistent with current Human Resources practices, a physical environment was also added. The Sheriff's Office plans to conduct an internal department only recruitment with anticipation of promoting a Detentions Lieutenant into the position. The revised job specification for Detentions Captain is attached.

Kings County
D12

Est. July 1996
Rev. 6/97; 12/04
Rev. September 2020

DETENTIONS ~~COMMANDER~~CAPTAIN

DEFINITION

Under general direction, to supervise and direct the activities of ~~a major section or subdivision of~~ the Sheriff's ~~Department~~Office, Detentions Division; and to do related work as required.

DISTINGUISHING CHARACTERISTICS

The Detentions Deputy classification series is utilized in the detention ~~facilities~~facility of the Sheriff's ~~Department~~Office. Detentions ~~Commander~~Captain is the highest level in the series. Incumbents in this classification work under the direction of an Assistant Sheriff and have full operational responsibility for ~~a~~the detention facility, including direction and supervision of subordinate supervisors, other staff and inmates.

EXAMPLES OF DUTIES

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

Initiates, develops and implements, independently or under direction, programs and activities designed to increase the efficiency and productivity of the ~~facility~~jail and improve the care and custody of the inmates; ~~ensures supervisors are properly training employees in accordance with rules and regulations; oversees investigations and backgrounds being conducted in the facility; supervises the medical personnel, kitchen staff and chaplain services;~~ assists in the development of the long and short range goals and objectives of the facility; makes recommendations and implements activities designed to accomplish facility goals and ensures compliance with departmental and institutional procedures and regulations; maintains records of inventory and production; assists in the development of the facility budget and helps ensure operation within its constraints; helps resolve inmate problems, coordinates programs with other agencies; ~~may schedule staff and make assignments; may interview job applicants;~~ implements contracts and grants and ensures compliance with their budget and procedures; ensures that safety procedures are followed, violations are corrected and that the facility remains in compliance with existing laws and regulations; inspects facility for proper operation, deterioration of equipment and security of the institution and takes measures to have problems corrected; ~~—~~provides direction to subordinates to help ensure good relations with visitors and remedies potential problems, take necessary action when alerted of emergency and potentially dangerous situations; ~~may respond to major incidents, including large-scale inmate disturbances and other emergent situations to manage the investigation, resolution, and overall incident coordination; provides leadership to and direct supervision of Detentions Lieutenants; evaluates staff performance to ensure accountability and efficiency of work performed;~~ has responsibility for coordinating the work of the assigned division with other divisions of the department, prepares a variety of oral and written reports; ~~may schedule staff and make assignments; may interview job applicants;~~ and develops good public relations.

MINIMUM QUALIFICATIONS

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

Education: Equivalent to completion of the twelfth grade.

MINIMUM QUALIFICATIONS (continued)

Experience: Two years of experience performing duties equivalent to those of a Detentions ~~Sergeant-Lieutenant~~ in the Kings County Sheriff's ~~Department~~Office. NOTE: An ~~Associate's, Bachelor's, or Master's of Arts or Bachelor of Science~~ degree in police science, criminology, criminal justice, public administration or a closely related field from an accredited college or university ~~with nationally recognized accreditation~~ may substitute for one (1) year of the required experience.

Certification: Possess a valid PC 832 Firearms certificate, a valid PC 832 Laws of Arrest certificate, and a certificate of completion of BASIC Jail Operations Course approved by S.T.C. for a minimum 176-hour state-mandated STC Certified Adult Corrections Officer Core training program [or 56-hour STC approved adult supplemental Core with valid POST Basic Certificate (Police Academy)]. Possess ~~and~~ an approved Supervisor's course certification and a Manager/Administrator Core Course certification. Possess and maintain valid a CPR, First Aid and AED certificate, Impact Weapons/Baton certificate, Weaponless Defense certificate, TASER certificate, and certificates for successful completion of chemical agent courses including for Pepperball and for carrying O.C. (Oleoresin Capsicum) pepper spray. Must have successfully completed the Kings County Sheriff's Office firearms orientation and range training and must qualify to carry all duty firearms. Incumbents are required to requalify to carry firearms on a regular basis.

Special Requirements: Ability to: 1) work extended or irregular hours as necessary; 2) travel within and outside the County to attend meetings and conferences; and 3) qualify for security clearance through an extensive background investigation and fingerprint check.

License: Possession of a valid appropriate California driver's license.

Knowledge of: Principles of public administration including organization, supervising, budgeting and personnel; principles of police science, administration and organization; criminal law with particular emphasis on the apprehension, arrest, and prosecution of law violators; specialized area of administrative responsibility such as jails and the custody and care of prisoners; proper and effective methods of deploying law enforcement personnel; State standards, codes and rules governing correctional institutions; use and care of firearms; detentions facility inmate classification system; emergency, safety and health practices, procedures and standards.

Ability to: Organize, coordinate and manage the operations of ~~a County~~the detention facility; plan, organize, direct, and evaluate the work of others; advise on the improvement of procedures and regulations and evaluate their effects; analyze and interpret detentions problems and reports; interpret and enforce rules and regulations with firmness, tact and impartiality;

effectively control, direct and instruct inmates individually and in groups; direct instruction and/or training of subordinates in proper operations and security procedures; react quickly and calmly, taking appropriate courses of action in emergency situations; speak effectively before large groups; write and review reports, manuals and guides; communicate effectively both orally and in writing; establish and maintain effective working relationships with those contacted during the course of work; analyze situations accurately and resolve problems effectively; physically restrain violent inmates using appropriate methods and techniques; provide effective leadership to subordinate staff; supervise and instruct subordinates in all pertinent phases of law enforcement procedures.

Physical Environment: Work is performed primarily in a jail setting, which is controlled access, lock-down facility. Incumbents must function effectively in an environment that is frequently unpleasant, unpredictable and/or nauseating; exposure to unexpected sudden physical or emotional requirements; may have to defend themselves or physically control recalcitrant individuals. Work is physical and may involve confrontational and potentially hostile and violent situations. Uniforms, employee identification and use of protective and safety equipment including a utility belt may be required. Body armor may be required. Incumbents stand and walk for extended periods of time on cement surfaces; may sit for long periods; climb stairs repeatedly throughout the day; work with computers and general office equipment; ability to lift and carry light objects for distances required to accomplish the tasks at hand; requires mental fortitude to work in detentions facility; communicate in person, over the phone, by radio and intercom; and may be exposed to chemicals, including pepper spray and cleaning supplies. Members of this class are required to carry weapons.

Overtime Status: Exempt

Medical Group: A

Probationary Period: One (1) year ~~if hired from outside the Kings County Sheriff's Department;~~
~~— six (6) months if promoted from within the Kings County Sheriff's Department.~~

DETENTIONS CAPTAIN

DEFINITION

Under general direction, to supervise and direct the activities of the Sheriff's Office, Detentions Division; and to do related work as required.

DISTINGUISHING CHARACTERISTICS

The Detentions Deputy classification series is utilized in the detention facility of the Sheriff's Office. Detentions Captain is the highest level in the series. Incumbents in this classification work under the direction of an Assistant Sheriff and have full operational responsibility for the detention facility, including direction and supervision of subordinate supervisors, other staff and inmates.

EXAMPLES OF DUTIES

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

Initiates, develops and implements, independently or under direction, programs and activities designed to increase the efficiency and productivity of the jail and improve the care and custody of the inmates; ensures supervisors are properly training employees in accordance with rules and regulations; oversees investigations and backgrounds being conducted in the facility; supervises the medical personnel, kitchen staff and chaplain services; assists in the development of the long and short range goals and objectives of the facility; makes recommendations and implements activities designed to accomplish facility goals and ensures compliance with departmental and institutional procedures and regulations; maintains records of inventory and production; assists in the development of the facility budget and helps ensure operation within its constraints; helps resolve inmate problems, coordinates programs with other agencies; implements contracts and grants and ensures compliance with their budget and procedures; ensures that safety procedures are followed, violations are corrected and that the facility remains in compliance with existing laws and regulations; inspects facility for proper operation, deterioration of equipment and security of the institution and takes measures to have problems corrected; provides direction to subordinates to help ensure good relations with visitors and remedies potential problems, take necessary action when alerted of emergency and potentially dangerous situations; may respond to major incidents, including large-scale inmate disturbances and other emergent situations to manage the investigation, resolution, and overall incident coordination; provides leadership to and direct supervision of Detentions Lieutenants; evaluates staff performance to ensure accountability and efficiency of work performed; has responsibility for coordinating the work of the assigned division with other divisions of the department, prepares a variety of oral and written reports; may schedule staff and make assignments; may interview job applicants; and develops good public relations.

MINIMUM QUALIFICATIONS

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

Education: Equivalent to completion of the twelfth grade.

MINIMUM QUALIFICATIONS (continued)

Experience: Two years of experience performing duties equivalent to those of a Detentions Lieutenant in the Kings County Sheriff's Office. NOTE: An Associate's, Bachelor's, or Master's degree in police science, criminology, criminal justice, public administration or a closely related field from an accredited college or university may substitute for one (1) year of the required experience.

Certifications: Possess a valid PC 832 Firearms certificate, a valid PC 832 Laws of Arrest certificate, and a certificate of completion for a minimum 176-hour state-mandated STC Certified Adult Corrections Officer Core training program [or 56-hour STC approved adult supplemental Core with valid POST Basic Certificate (Police Academy)]. Possess an approved Supervisor's course certification and a Manager/Administrator Core Course certification. Possess and maintain valid a CPR, First Aid and AED certificate, Impact Weapons/Baton certificate, Weaponless Defense certificate, TASER certificate, and certificates for successful completion of chemical agent courses including for Pepperball and for carrying O.C. (Oleoresin Capsicum) pepper spray. Must have successfully completed the Kings County Sheriff's Office firearms orientation and range training and must qualify to carry all duty firearms. Incumbents are required to requalify to carry firearms on a regular basis.

Special Requirements: Ability to: 1) work extended or irregular hours as necessary; 2) travel within and outside the County to attend meetings and conferences; and 3) qualify for security clearance through an extensive background investigation and fingerprint check.

License: Possession of a valid appropriate California driver's license.

Knowledge of: Principles of public administration including organization, supervising, budgeting and personnel; principles of police science, administration and organization; criminal law with particular emphasis on the apprehension, arrest, and prosecution of law violators; specialized area of administrative responsibility such as jails and the custody and care of prisoners; proper and effective methods of deploying law enforcement personnel; State standards, codes and rules governing correctional institutions; use and care of firearms; detentions facility inmate classification system; emergency, safety and health practices, procedures and standards.

Ability to: Organize, coordinate and manage the operations of the detention facility; plan, organize, direct, and evaluate the work of others; advise on the improvement of procedures and regulations and evaluate their effects; analyze and interpret detentions problems and reports; interpret and enforce rules and regulations with firmness, tact and impartiality; effectively control, direct and instruct inmates individually and in groups; direct instruction and/or training of subordinates in proper operations and security procedures; react quickly and calmly, taking appropriate courses of action in emergency situations; speak effectively before large groups; write and review reports, manuals and guides; communicate effectively both orally and in writing; establish and maintain effective working relationships with those contacted during the course of work; analyze situations accurately and resolve problems effectively; physically restrain violent inmates using appropriate methods and techniques; provide effective leadership to subordinate staff; supervise and instruct subordinates in all pertinent phases of law enforcement procedures.

Physical Environment: Work is performed primarily in a jail setting, which is controlled access, lock-down facility. Incumbents must function effectively in an environment that is frequently unpleasant, unpredictable and/or nauseating; exposure to unexpected sudden physical or emotional requirements; may have to defend themselves or physically control recalcitrant individuals. Work is physical and may involve confrontational and potentially hostile and violent situations. Uniforms, employee identification and use of protective and safety equipment including a utility belt may be required. Body armor may be required. Incumbents stand and walk for extended periods of time on cement surfaces; may sit for long periods; climb stairs repeatedly throughout the day; work with computers and general office equipment; ability to lift and carry light objects for distances required to accomplish the tasks at hand; requires mental fortitude to work in detentions facility; communicate in person, over the phone, by radio and intercom; and may be exposed to chemicals, including pepper spray and cleaning supplies. Members of this class are required to carry weapons.

Overtime Status: Exempt Medical Group: A Probationary Period: One (1) year
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COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM October 6, 2020

SUBMITTED BY: Library – Natalie R. Rencher/Tanya Russell

SUBJECT: CALIFORNIA STATE LIBRARY BRINGING THE LIBRARY TO YOU GRANT

SUMMARY:

Overview:

The Kings County Library was selected to receive funds from the California State Library (CLA) – Bringing the Library to You. The purpose of the grant is to purchase a mobile library, books, and outreach materials. The Kings County Library seeks approval to accept the funds from CLA.

Recommendation:

- a. Authorize the Kings County Library to accept funds in the amount of \$205,000 from the California State Library to purchase a mobile library, books, and outreach materials; and
- b. Adopt the budget change. (4/5 vote required)

Fiscal Impact:

No impact to the General Fund. Funds in the amount of \$205,000 will be deposited into account 85150 (Mobile Library Grant). Funds to be expended out of the Library Department Budget Unit 620000; account 92089 (Motor Pool Svc) in the amount of \$184,500, and account 92045 (Outreach) in the amount of \$20,500, not to exceed \$205,000.

BACKGROUND:

The 2014 Library Facilities Master Plan recommended mobile library services to reach out to the community. The Bringing the Library to You grant provides funds to purchase a mobile library vehicle to create a new outreach service. The new mobile library service will serve hard-to-reach neighborhoods and isolated areas, bringing literacy technology, and other services to those who face challenges visiting their local library.

(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

CALIFORNIA STATE LIBRARY BRINGING THE LIBRARY TO YOU GRANT

October 6, 2020

Page 2 of 2

The Library will be working with Public Works/Fleet, Purchasing, and County Counsel to prepare for preliminary mobile vehicle services to prepare for the Request for Proposal (RFP) package. The mobile vehicle services will include AutoCad floor plans, vehicle layout, necessary fixtures and equipment for the vehicle, cost estimates for the vehicle, and a recommended vendor list. The Library will return to the Board of Supervisors to request authorization and approval for the mobile vehicle service contracts, and the RFP for procurement of the mobile library.

KINGS COUNTY
OFFICE OF THE AUDITOR-CONTROLLER
BUDGET APPROPRIATION AND TRANSFER FORM

Auditor Use Only	
Date	
J/E No.	
Page	of

(A) New Appropriation

Expenditures:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	APPROPRIATION AMOUNT
Expenditures	Library	Motor Pool Services	300100	620000	92089	184,500
Expenditures	Library	Outreach	300100	620000	92045	20,500
TOTAL						205,000

Funding Sources:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	APPROPRIATION AMOUNT
Revenues	Library	Mobile Library Grant	300100	620000	85150	205,000
TOTAL						205,000

(B) Budget Transfer:

Transfer From:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	Amount to be Transferred Out
TOTAL						

Transfer To:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	Amount Transferred In
TOTAL						

Explanation: (Use additional sheets or expand form for more data entry rows or additional narrative, if needed.)

Dept. of Finance Approval _____ Department Head *Natalie R. Bender*

Administration Approval _____ Board Approval _____

BOS meeting date: _____



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM October 6, 2020

SUBMITTED BY: Library – Natalie R. Rencher
SUBJECT: CALIFORNIA STATE LIBRARY OUT-OF-SCHOOL TIME GRANT

SUMMARY:

Overview:

The Kings County Library was selected to receive funds from the California State Library (CLA) – Shared Vision to You for the Out-of-School Time Program. The purpose of the grant is to provide staff support, purchase books, and outreach materials. The Kings County Library seeks approval to accept the funds from CLA.

Recommendation:

- a. Authorize the Kings County Library to accept funds in the amount of \$25,000 from the California State Library to provide staff support, purchase books, and outreach materials; and
- b. Adopt the budget change. (4/5 vote required)

Fiscal Impact:

No impact to the General Fund. Funds in the amount of \$25,000 will be deposited into account 85155 (Out-of-School Time Grant). Funds to be expended out of the Library Department Budget Unit 620000; account 91001 (Extra Help) in the amount of \$16,169, and account 92045 (Outreach) in the amount of \$8,831, not to exceed \$25,000.

BACKGROUND:

The Out-of-School Time Program will focus on supporting and expanding the critical role libraries play for children and teens during the time that they are not in school. This project proposes to enhance family, school, and community relationships while ensuring safety and wellness of children, youth, and families by modeling to

(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

CALIFORNIA STATE LIBRARY OUT-OF-SCHOOL TIME GRANT

October 6, 2020

Page 2 of 2

parents, caregivers, and youth readers how to make reading fun at home. This project will serve low-income, under-privileged children and youth ages 0-12, and their families outside of school hours who live in low-income housing.

KINGS COUNTY
OFFICE OF THE AUDITOR-CONTROLLER
BUDGET APPROPRIATION AND TRANSFER FORM

Auditor Use Only	
Date _____	
J/E No. _____	
Page _____	of _____

(A) New Appropriation

Expenditures:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	APPROPRIATION AMOUNT
Expenditures	Library	Extra Help	300100	620000	91001	16,169.40
Expenditures	Library	Outreach	300100	620000	92045	8,830.60
TOTAL						25,000

Funding Sources:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	APPROPRIATION AMOUNT
Revenues	Library	Out-of-School Time Grant	300100	620000	85155	25,000
TOTAL						25,000

(B) Budget Transfer:

Transfer From:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	Amount to be Transferred Out
TOTAL						

Transfer To:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	Amount Transferred In
TOTAL						

Explanation: (Use additional sheets or expand form for more data entry rows or additional narrative, if needed.)

Dept. of Finance Approval _____ Department Head *Catherine R. Lencher*

Administration Approval _____ Board Approval _____

BOS meeting date: _____



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM October 6, 2020

SUBMITTED BY: Public Works Department – Kevin McAlister/Mel Laningham

SUBJECT: DECLARE CERTAIN VEHICLES AND EQUIPMENT AS SURPLUS ASSETS

SUMMARY:

Overview:

The Public Works Department is seeking authorization to declare 30 vehicles and 3 pieces of equipment as surplus and authorization for the Purchasing Manager to sell said items at public auction.

Recommendation:

- a. Declare 30 vehicles and 3 pieces of equipment as surplus; and
- b. Authorize the Purchasing Manager to sell this surplus equipment at public auction.

Fiscal Impact:

Revenues from the sale of these fixed assets will be deposited into Fund 500100 (Fleet).

BACKGROUND:

The Fleet Division of Public Works has 33 vehicles and pieces of equipment that have been taken out of service. A list of these vehicles is provided below, with an explanation of the reason for this request – unable to meet emission standards, unable to reuse on a new frame, and/or age. Staff requests your Board designate the vehicles and equipment as “surplus” and offer at auction.

(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

DECLARE CERTAIN VEHICLES AND EQUIPMENT AS SURPLUS ASSETS

October 6, 2020

Page 2 of 2

EQUIPMENT #	SERIAL #	YEAR	MAKE	MODEL	MILEAGE	REASON FOR SELLING
50282	196LR	1966	CLARK	Y150	3146 HRS	BAD ENGINE
50624	756938	1988	FORD	6IN WATER PUMP	18 HRS	EMISSIONS
50803	522097	2005	SWEEPSTER	H SERIES	1019	BAD ENGINE, HYDRAULICS
51079	1FDXF46P97EA03352	2007	FORD	F 450	60969	AGE AND CONDITION
52054	1B7GL12X52S613048	2002	DODGE	DAKOTA	71532	AGE AND MILEAGE
52055	1FTRX12WX9FA31776	2009	FORD	F 150	138140	AGE AND MILEAGE
52122	2B5WB25Z4XK553128	1999	DODGE	RAM WAGON	38977	COMPUTER/FUEL GAUGE BAD
52124	1B7GL26X91S351498	2001	DODGE	DAKOTA	80642	ENGINE BAD
52140	1B7FL26X9YS733553	2000	DODGE	DAKOTA	23639	AGE AND MILEAGE
52142	3B6KC26Z4IM256274	2001	DODGE	RAM 2500	44841	AGE AND MILEAGE
52313	2G1WB55N889190419	2008	CHEVROLET	IMPALA	92301	POSSIBLE TRANSMISSION
52314	2G1WB55N789191674	2008	CHEVROLET	IMPALA	108923	AGE AND MILEAGE
52315	2G1WB55N889191912	2008	CHEVROLET	IMPALA	109640	AGE AND MILEAGE
52316	2G1WB55N989189375	2008	CHEVROLET	IMPALA	112190	AGE AND MILEAGE
52702	1FBSS31F6XHA62896	1999	FORD	E350 VAN	158326	AGE AND MILEAGE
52773	2B3AA4CT8AH303508	2010	DODGE	CHARGER	143771	AGE AND MILEAGE
52776	2B3AA4CT2AH303505	2010	DODGE	CHARGER	141975	AGE AND MILEAGE
52779	2C3CDXATXDH597697	2013	DODGE	CHARGER	204892	AGE AND MILEAGE
52792	2C3CDXAT5EH173300	2014	DODGE	CHARGER	140943	BAD CAM
52801	2FAFP71W7YX107096	2000	FORD	CROWN VICTORIA	119474	AGE AND MILEAGE
52812	1FBSS31F21HB05024	2001	FORD	E350 VAN	188886	AGE AND MILEAGE
52836	2FAHP71W56X105000	2006	FORD	CROWN VICTORIA	135193	AGE AND MILEAGE
52843	2FAHP71W06X101498	2006	FORD	CROWN VICTORIA	111371	AGE AND MILEAGE
52865	2FAHP71W27X115291	2007	FORD	CROWN VICTORIA	119067	AGE AND MILEAGE
52870	2G1WS55R479251850	2007	CHEVROLET	IMPALA	82727	AGE AND CONDITION
52871	2FAHP71W47X115289	2007	FORD	CROWN VICTORIA	145530	AGE AND MILEAGE
52878	2FAHP71W16X107374	2006	FORD	CROWN VICTORIA	93269	AGE AND MILEAGE
52879	2FAHP71W17X123303	2007	FORD	CROWN VICTORIA	121718	AGE AND MILEAGE



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM October 6, 2020

SUBMITTED BY: Sheriff's Office – David Robinson
SUBJECT: AIRPLANE HANGAR LEASE AGREEMENT

SUMMARY:

Overview:

The Kings County Sheriff's Office requests the Chairman of the Board of Supervisors to sign an agreement with Stacie Myers for aircraft hangar space at the Hanford Municipal Airport.

Recommendation:

Approve an agreement with Stacie Myers for aircraft hangar space at the Hanford Municipal Airport.

Fiscal Impact:

The lease is \$900 per month and will be paid out of the Sheriff's Operations Leases SI&G account, Budget Unit 222000, Account 92059. This will be a general fund expense.

BACKGROUND:

In 2014, the Kings County Sheriff's Office began its Air Support Unit and purchased a Flight Design CTLE law enforcement fixed wing airplane. The airplane is equipped with approximately \$350,000 worth of law enforcement equipment to include a camera and moving map computer.

After purchasing the fixed wing aircraft, the Kings County Sheriff's Office has stored the airplane in a shared hangar at the Hanford Municipal Airport. The hangar is shared with IA Aviation, which is an aircraft mechanic company. The shared portion of the hangar only provides enough space for the storage of one airplane.

In 2020, the Kings County Sheriff's Office acquired a 1984 Cessna 182 fixed wing airplane through the 1033 Federal Military Surplus program. This aircraft was given to the Kings County Sheriff's Office free of charge and it is valued at approximately \$85,000.

(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

AIRPLANE HANGAR LEASE

October 6, 2020

Page 2 of 2

In the near future and budget permitting, the Kings County Sheriff's Office plans to install law enforcement equipment on the Cessna 182, as it provides a larger platform for law enforcement related services.

In our current shared hangar there is only enough room for one airplane, the second airplane is currently stored outside. Due to this, the Kings County Sheriff's Office is seeking to lease a larger hangar which will provide adequate storage for both of our aircraft to be stored indoors, in a climate controlled environment which will preserve the aircrafts value and prevent undue costs associated with weather related damages. .

Stacie Myers currently owns a large aircraft hangar at the Hanford Municipal Airport. Ms. Myers' hangar has enough room to store both of our aircraft indoors, and it is equipped with a small office and a restroom. Ms. Myers has agreed to lease her hangar to the Kings County Sheriff's Office for a minimum of three years with the monthly lease cost of \$900 per month. This is an average cost for a hangar lease with similar dimensions as Ms. Myers' hangar.

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

Hangar Lease Agreement

This hangar Lease Agreement, hereinafter referred to as "Agreement" is entered into by and between STACIE MYERS, hereinafter referred to as Lessor and the County of Kings, a political subdivision of the State of California, hereinafter referred to as Lessee.

The following terms and conditions shall govern the rental by Lessors of aircraft hangar space at the Hanford Municipal Airport to Lessee.

- 1. Term:** This agreement shall begin on the ____ day of _____, 2020 and shall remain in effect for a period of three years. Thereafter, this Agreement shall continue in effect from month to month, being automatically renewed after each month unless thirty (30) days notice is given by either party that this agreement will not be renewed.

- 2. Rent:** Lessee shall pay, as rent for the use of the aircraft hangar described in paragraph 3 below, the amount of \$900 per month, payable in advance on the first day of each month with payment for the first and last month being due and payable upon the execution of this Agreement. An additional fee of \$~~45~~⁵⁰ shall be charged for any late payment(s) received after the fifteenth (15th) day of the month as well as for any check or other method payment that is denied or returned. Either of the above actions by Lessee may, at the option of the Lessor, constitute grounds for termination of Agreement.

- 3. Premises:** The premises leased shall be the aircraft hangar located on Row A, Hangar #5, together with reasonably necessary rights of access to the same.

- 4. Maintenance of Premises and Services to be Provided:** Lessor will maintain the structural components of the hangar including doors and door mechanisms. Lessee will be responsible and liable for any damage to the hangar caused by Lessee's use including, but not limited to, bent or broken interior walls, damage to unsealed floors due to fuel or oil spillage, and/or doors damaged due to Lessee's improper or negligent operation.

- 5. Waiver of Liability:** Lessee hereby expressly waives any liability and agrees to hold Lessor, together with Lessor's employee's, officers, agents and assigns, harmless from any damages to the aircraft stored in the hangar. Further Lessee shall be liable to Lessor for any damage to Lessor's property and/or other stored aircraft arising from Lessee's negligence including, but not limited to, the carrying on of unauthorized activities in the hangar, the storage of flammable materials in the hangar, and/or other aircraft other than fuel and oil in the aircraft tanks.

- 6. Use of Premises:** The Aircraft Hangar leased herein shall be used ONLY for the storage of airworthy aircraft owned or leased by the Lessee. For the purposes of this Hangar Lease Agreement, an airworthy aircraft is defined as one that has successfully completed an annual inspection by a properly certified aircraft inspector according to the aircraft's log book(s) within the preceding twelve (12) month period. No maintenance of the stored aircraft shall be conducted in the hangar except such minor maintenance as would normally be performed by an aircraft owner without the benefit of an aircraft mechanic. Lessee further agrees to keep the area free of debris, contain fuel spillage or leakage in appropriate containers, and keep the aircraft(s) panels, accessories and parts in an area that will not impede other aircraft from moving.

- 7. Sublease / Assignment:** The Aircraft Hangar made the subject of this Agreement shall not be subleased nor assigned by Lessee without the prior written consent of the Lessor. Any aircraft stored under the terms of this Agreement not owned or leased by the Lessee herein shall be construed as a sublease unless prior approval for the same is obtained from Lessor and, as such, constitute grounds for the termination of this Agreement.

8. Termination: This agreement may be terminated by either party, with or without cause, upon thirty (30) days written notice of non-renewal as provided in paragraph 1 above. In addition, Lessor may terminate this agreement during the course of a monthly term upon the occurrence of any of the following which shall constitute a breach of this lease Agreement by Lessee:

- a. Monthly rent is not paid by the fifteenth (15th) of any month;
- b. Lessee fails to comply with any condition of this Agreement and has not reasonably corrected the deficiency upon notice by the Lessor;
- c. Failure to comply with the Hanford Municipal Airport Rules and Regulations including, but not limited to, regulations pertaining to derelict and/or unairworthy aircraft.

9. Security: Lessee agrees to abide by and cooperate with the Lessor in the enforcement and implementation of applicable airport security regulations and measures. Security of the hangar itself shall be the responsibility of the Lessee. Lessee agrees to provide Lessors with a key to any lock or locking device used to secure the hangar. Lessors agree that the key will be used by Lessors only in the case of an emergency or to facilitate servicing the aircraft in accordance with Lessee's instructions. Lessee further agrees that Lessors shall not in any way be liable for theft, vandalism, or pilferage to any items stored in the hangar.


10. Insurance: Lessee shall furnish proof to Lessor that they have purchased and maintain ground insurance/liability insurance to cover any damage or loss to the aircraft.

11. Utilities: Lessee shall be responsible for utility payments, including, but not limited to, gas, electricity, water, sewage, heating, air conditioning and alarm.

12. Choice of law: Both parties agree and acknowledge that the above constitutes the entire agreement between the parties, cannot be altered or changed without prior written agreement of both parties, is governed by the laws of the State of California and is enforceable in a Court of competent jurisdiction with County of Kings, California.

SIGNED and AGREED TO on this the 23 day of September, 2020.

Lessee

By: 
Lessors

Title: _____
Printed Name of Lessee

Lessee's Mailing Address

Lessee's Telephone Number



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM October 6, 2020

SUBMITTED BY: Administration – Rebecca Campbell/Sande Huddleston

SUBJECT: CLAIM FOR DAMAGES FOR EDWARD MARTIN

SUMMARY:

Overview:

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

Recommendation:

Deny the claim for damages filed by John Hastrup, on behalf of his client, Edward Martin.

Fiscal Impact:

None with this action.

BACKGROUND:

On August 28, 2020, a claim for damages was filed by John Hastrup on behalf of his client, Edward Martin, claiming that the Kings County Department of Child Support Services illegally suspended his professional license without due process and proper legal procedures causing him damages. After investigation of the claim, County Counsel's office finds that the County is not liable for any damages. Pursuant to Government Code section 912.6, staff recommends your Board find that the claim is without merit and deny the claim.

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

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

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM October 6, 2020

SUBMITTED BY: Community Development Agency – Greg Gatzka

SUBJECT: MONTHLY REPORT OF THE PLANNING COMMISSION'S ACTIONS

SUMMARY:

Overview:

This is a monthly report of the Planning Commission's actions presented to the Board.

Recommendation:

Consider accepting the report of the Planning Commission's actions from their October 5, 2020 meeting.

Fiscal Impact:

None.

BACKGROUND:

At their regular meeting held Monday, October 5, 2020, the Kings County Planning Commission reviewed the following:

ACTIONS AS THE PLANNING COMMISSION

CONDITIONAL USE PERMIT NO. 14-01 MODIFICATION NO. 1 (WESTSIDE ASSETS. LLC.) -

The Commission considered a proposal to expand CUP 14-01 by adding 21.4 acres at the southern boundary of the permitted phase 2 site and increase the overall generating capacity by 2.5 MW. The project is located at 17511 Avenal Cutoff, Lemoore, CA.

JACKSON RANCH SPECIFIC PLAN – The Commission considered a proposal to develop a service and commercial center that covers approximately 425 acres. The project is located south of Utica Avenue along the west and east sides of 25th Avenue, Kettleman City.

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.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM October 6, 2020

SUBMITTED BY: University of California Cooperative Extension – Karmjot Randhawa/Rochelle Mederos

SUBJECT: 4-H WEEK RECOGNITION

SUMMARY:

Overview:

The week of October 4-10, 2020 has been proclaimed as 4-H Week in Kings County by the Kings County 4-H Council. This resolution is to recognize the significant role and influence that 4-H has made and continues to make for the youth in Kings County.

Recommendation:

Adopt a Resolution proclaiming October 4-10, 2020 as 4-H Week in Kings County.

Fiscal Impact:

None.

BACKGROUND:

National 4-H Week is celebrated annually during the first full week of October to acknowledge the dedication and commitment of 4-H members and leaders in their important mission of promoting youth. Spearheaded by public school educators in 1902, the first programs of 4-H were focused on methods to advance the study of agriculture within the public school system for rural students. The partnership between education and agriculture has since blossomed. The 4-H organization, with the University of California Cooperative Extension as its foundation, has become a resilient and diversified community youth development program. In proclaiming National 4-H Week, your Board is being requested to reflect upon the positive impacts of 4-H, such as the invaluable personal and community connections that have been made, and to also share the future benefits of the 4-H program in Kings County.

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.

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

IN THE MATTER OF PROCLAIMING
OCTOBER 4-10, 2020 AS "4-H WEEK"
IN KINGS COUNTY _____/

RESOLUTION NO. _____

WHEREAS, agricultural-based youth programs began in the United States in 1902 and by 1912 they were known as 4-H Clubs; and

WHEREAS, the Smith-Lever Act of 1914 created the Cooperative Extension System which is a partnership of the National Institute of Food and Agriculture (NIFA) within the U.S. Department of Agriculture (USDA), more than 100 land-grant universities, and more than 3,000 county offices across the nation forming the 4-H community; and

WHEREAS, one of the largest youth organizations in California, 4-H uses a hands-on learn-by-doing model to provide projects, mentors, and leadership opportunities to youth, ages 5-19, to build the skills needed to be proactive forces in their communities and develop ideas for a more innovative economy; and

WHEREAS, 4-H in Kings County, in partnership with the University of California System, engages more than 300 youth and 75 adult volunteers in 9 local community clubs; over 3,100 youth and 265 adult volunteers in 4-H school enrichment programs; and 187 youth and 5 adults in 4-H programs for military families.

NOW, THEREFORE, IT IS HEREBY RESOLVED as follows:

1. That Kings County Board of Supervisors does hereby proclaim October 4-10, 2020, as 4-H Week in Kings County.
2. That Kings County Board of Supervisors urges the people of this community to become more aware of this special program which gives youth the chance to thrive.
3. That Kings County Board of Supervisors urges the people of this community to join the Board in recognizing the unique partnership between our cities, County, and University of California System.

The foregoing resolution was adopted upon motion by Supervisor _____, seconded by Supervisor _____ at a regular meeting held on the ___ day of October, 2020, by the following vote:

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

Doug Verboon, Chairman

IN WITNESS WHEREOF, I have set my hand this ___ day of _____, 2020.

Melanie Curtis
Deputy Clerk of said Board of Supervisors



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM October 6, 2020

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

Overview:

On April 30, 2020, your Board entered into an agreement with Pavement Coatings Company to cement treat roadway base and place a series of surface asphalt emulsion chips seals on roadway segments, which were in a state of failure. Pursuant to our contract with Pavement Coatings Company, a Notice of Completion shall be filed to provide notice to interested parties that this work has been completed.

Recommendation:

Authorize the Chairman to sign the Notice of Completion for the Congestion Mitigation and Air Quality Program – Seal of Various Kings County Roadways Project.

Fiscal Impact:

This project will not impact the General fund as it is programmed through the Federal Highway Administration (FHWA) Congestion Mitigation and Air Quality (CMAQ) program. The construction estimate is \$2,182,206 of which 67.79% will be federally reimbursable, and 32.21% will constitute the local match paid by the County Road Fund as shown in the adopted Fiscal Year 2020-2021 Budget, in Budget Unit 311000, Account 8222135 (Supplies & Materials).

BACKGROUND:

Kings County Public Works has programmed CMAQ Seal projects annually for the last twenty years. The roadway seal program is an effective way for the County to utilize CMAQ funding which has limited utility for a rural county. The seal projects improve air quality by sealing failed bituminous roads and extend the useful life of transportation corridors. In recent years, it has been necessary to hire private contractors to perform this work previously performed by County Roads crews due to Assembly Bill (AB) 720, which limits

(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

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

October 6, 2020

Page 2 of 2

the annual cement treatment increases the strength of the base material, which reduces deflections due to traffic loads. The increased increases the strength of the base material, which reduces deflections due to traffic loads. The increased stiffness delays the onset of surface distress and extends pavement life. Roadway segments include; 10th Avenue, Redding to Seattle Aves., Racine Avenue, 4th to 6th Aves., and 5th Avenue, Orange to Nevada Aves.

When Recorded Return to:
Department of Public Works
Dominic Tyburski, P.E., Chief Engineer

NOTICE OF COMPLETION

TO WHOM IT MAY CONCERN:

YOU ARE HEREBY NOTIFIED AS FOLLOWS:

1. The work of Improvement is located at: Various Locations within Kings County, CA.
2. The Improvement is particularly described as: Cement treatment of roadway base and placement of multiple layers of asphalt emulsion chip seals on 10th Avenue from Redding to Seattle Aves., Racine Avenue from 4th to 6th Aves., and 5th Avenue from Orange to Nevada Aves.
3. The date of completion of the work of Improvement: September 4, 2020.
4. The owner of the work of Improvement: County of Kings.
5. The nature of the owner's interest or estate: County maintained road.
6. The name of the original contractor for the work of Improvement: Papich Construction Co., Inc.

I certify under penalty of perjury that the foregoing is true and correct. Dated this 6th day of October 2020.

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

I, the undersigned, say:

I am the person who signed the foregoing notice. I have read the above notice and know its contents, and the facts stated therein are true of my own knowledge.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at Hanford, California, this 6th Day of October 2020.

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





COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM October 6, 2020

SUBMITTED BY: Department of Public Health- Edward Hill / Nancy Gerking
SUBJECT: VALLEY CHILDREN'S HOSPITAL CARELINK AGREEMENT FOR ACCESS TO PROTECTED HEALTH INFORMATION
SUMMARY:

Overview:

The California Children's Services (CCS) program provides medical case management to ensure specialized healthcare, services and supplies for over 1,100 medically-fragile children in Kings County enrolled in the program. A great majority of these children are seen by specialists at Valley Children's Hospital. In order for CCS to authorize services, it is necessary to have access to the medical records that support each request. It is beneficial to all concerned if this access is through electronic means, in order to save time and cost associated with hard copy requests, and to expedite services for the clients.

Recommendation:

- a. Authorize the Chairman to sign the Valley Children's Hospital CareLink Agreement for Access to Protected Health Information; and
- b. Authorize the Public Health Director to sign the Valley Children's Hospital CareLink Agreement for Access to Protected Health Information.

Fiscal Impact:

There is no fiscal impact to the General Fund. This is an agreement for the use of Valley Children's Electronic Medical Reports (EMR) System. This agreement will improve the medical treatment for the children enrolled in our California Children's Services (CCS) program, with no cost to Kings County.

BACKGROUND:

The local CCS program, in conjunction with the California Department of Healthcare Services, provides medical case management for the county's most medically fragile and chronically ill children. The great majority of the children enrolled in the CCS program are seen for medical care at Valley Children's
(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

VALLEY CHILDREN'S HOSPITAL CARELINK AGREEMENT FOR ACCESS TO PROTECTED HEALTH INFORMATION

October 6, 2020

Page 2 of 2

Hospital, in various specialty departments. In order to authorize these services, the local CCS program and the State must review any and all supporting medical reports or prescriptions. Local CCS Public Health Nurses and Children's Medical Services Workers have previously had access to the electronic medical records at Valley Children's Hospital by individual agreement. Valley Children's is now utilizing a different electronic record's system, and access to this system will require an agreement between Valley Children's Hospital and the Kings County Department of Public Health, in addition to individual agreements for authorized users. Access to this electronic health information will help to continue to expedite services for the children in the CCS program who are seen at Valley Children's Hospital. This grant has been reviewed and approved as to form by County Counsel.

**VALLEY CHILDREN’S CARELINK AGREEMENT FOR
ACCESS TO PROTECTED HEALTH INFORMATION**

(VALLEY CHILDREN’S HOSPITAL - _____)

THIS VALLEY CHILDREN’S CARELINK AGREEMENT FOR ACCESS TO PROTECTED HEALTH INFORMATION (the “*Agreement*”), is entered into to be effective as of _____, 20__ (the “*Effective Date*”), by and between VALLEY CHILDREN’S HOSPITAL, a California nonprofit public benefit corporation (“*Valley Children’s*”), and _____ (the “*Outside Entity*”).

BACKGROUND

- A. Valley Children’s utilizes the Valley Children’s CareLink system that allows healthcare providers to remotely access the electronic health records of their patients (referred to herein as the “*System*”).
- B. The System will allow the Outside Entity to view and retrieve the electronic health records (“*EHR*”) of its patients for the purposes of treatment, payment, and certain health care operations to the extent permitted without authorization by the Health Insurance Portability and Accountability Act of 1996 the rules and regulations promulgated thereunder, as may be amended from time to time (collectively, “*HIPAA*”).
- C. Valley Children’s believes that the use of EHR technology by Outside Entity will substantially improve the quality of health care provided in and around Valley Children’s and would therefore like to allow access to the System by Outside Entity, subject to the restrictions and other requirements set forth in this Agreement.
- D. Outside Entity agrees to use the System to improve the quality and efficiency of the medical services provided by Outside Entity to patients, including but not limited to, patients of Valley Children’s.

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein, and for other good and valuable consideration, the parties agree as follows:

AGREEMENT

- 1. **System Access.** Subject to the terms and conditions of this Agreement, Valley Children’s hereby grants Outside Entity a non-transferable and non-exclusive license to access the System to permit the medical providers and their office administrators, billing/coding staff and nurses/clinical staff (collectively referred to herein as the “*Authorized Users*”), to electronically access and use the System solely for storing, processing and displaying medical records and other information, images and content related to the provision of healthcare to patients of such medical providers (the “*System License*”). Prior to granting access to the System, Outside Entity, shall submit certain information on each Authorized User, including the Authorized User’s name and job title. Outside Entity shall submit the required information for each Authorized User to Valley Children’s through the System.

Outside Entity agrees and acknowledges that such access and use shall be limited to that achieved through unique access codes provided to each individual Authorized User by Valley Children’s, and that each of the Authorized Users shall be prohibited from using another Authorized User’s

access code to access and/or use the System. Outside Entity further acknowledges and understands that Valley Children's may terminate individual Authorized Users' access and/or the entire System license at any time for any reason without penalty, regardless of any effect such termination may have on Outside Entity's operations.

Outside Entity agrees and acknowledges that any hardware, software, network access or other components necessary for Outside Entity to access and use the System must be obtained separately by Outside Entity. Valley Children's shall not be responsible for the procurement, installation or maintenance of any necessary components, and Valley Children's makes no representations or warranties regarding the components whatsoever. Any fees for the components shall be borne by Outside Entity and paid directly to the suppliers of the components.

2. **Access, Use, or Disclosure of Protected Health Information.**

2.1 Outside Entity shall not access, use, or disclose protected health information (referred to herein as "**PHI**"), received from Valley Children's in any manner that would constitute a violation of federal or state law, including, but not limited to, HIPAA and the California Confidentiality of Medical Information Act ("**CMIA**" and, together with HIPAA, collectively referred to herein as the "**Privacy Laws**"). Outside Entity agrees to implement and utilize the System in accordance with any network privacy and security policies issued by Valley Children's from time to time.

2.2 Outside Entity shall, within one (1) business day of becoming aware of an unauthorized access, use or disclosure of PHI by Outside Entity, its officers, directors, employees, contractors, agents or by a third party to which Outside Entity disclosed PHI, report any such access, use or disclosure to Valley Children's. Such notice shall be made to the following:

Valley Children's Hospital
9300 Valley Children's Place
Madera, California 93636
Attention: Privacy Officer

2.3 If at any time Outside Entity has reason to believe that PHI transmitted pursuant to this Agreement may have been accessed, used, or disclosed without proper authorization and contrary to the terms of this Agreement, Outside Entity will immediately give Valley Children's notice and take actions to eliminate the cause of the breach. To the extent Valley Children's deems warranted, in its sole discretion, Valley Children's will provide notice (at Outside Entity's expense) or require Outside Entity (at its own expense) to provide notice to individuals whose PHI may have been improperly accessed, used, or disclosed. If Outside Entity is required to provide notice to those individuals whose PHI may have been improperly, accessed, used or disclosed, Outside Entity agrees to abide by the statutory and regulatory requirements for such notice, as further defined in the Privacy Laws. In the event credit monitoring is necessary for affected individuals, it shall be provided at Outside Entity's sole cost and expense.

2.4 Outside Entity shall obtain the written approval of Valley Children's prior to allowing any agent or subcontractor access to PHI that is created or received on behalf of Valley Children's. In the event that Valley Children's consents to such third party access on a

case-by-case basis, Outside Entity shall ensure that the agent or subcontractor agrees to be bound by the same restrictions, terms and conditions that apply to Outside Entity through this Agreement.

- 2.5 Should this Agreement terminate for any reason, Outside Entity shall extend the protections of this Agreement and the required safeguards of the applicable Privacy Laws to any PHI accessed and/or maintained as part of this Agreement for so long as Outside Entity maintains such PHI.

3. **Process for Requesting System Access.**

- 3.1 Outside Entity shall also designate an administrator to coordinate and monitor user access. Outside Entity shall appoint its initial administrator by submitting the administrator's, name, job title, email address and telephone number, in the form provided herein as **Schedule 1**, to Valley Children's. In the event that Outside Entity appoints a different administrator, Outside Entity shall submit the information in **Schedule 1**, within twenty four (24) hours of appointing the new site administrator. Outside Entity shall also ensure that any prior site administrator's account access is terminated. The administrator is responsible for managing the individual Authorized User applications, submission of the information on each Authorized User, modification of Authorized User access and termination of Authorized User access for accounts that the Outside Entity is provided. Before access to the System, each Authorized User shall select "I ACCEPT" to the terms of the online terms of use and confidentiality statement (the "***Confidentiality Statement***") in the form provided herein as **Schedule 2**, attached hereto and incorporated herein by reference, as that form may be amended from time to time by Valley Children's in its sole and absolute discretion. Each Authorized User will be required to accept the Confidentiality Statement on an annual basis and upon any substantive revisions made by Valley Children's to the Confidentiality Statement. Failure to review and accept the Confidentiality Statement will result in denial, or termination, of access. Outside Entity agrees to ensure that each Authorized User approved for access under this Agreement adheres to the requirements of this Agreement and the Confidentiality Statement. Each Authorized Individual shall also complete, in a form and in a manner acceptable to Valley Children's, training regarding the requirements of the Privacy Laws as they pertain to System access.

- 3.2 For purposes of this Agreement, access to the System shall be permitted only for such categories of employees of Outside Entity who have a business and/or clinical need to access PHI of Valley Children's patients for purposes of carrying out their duties to such patients. Outside Entity agrees to notify Valley Children's within twenty-four (24) hours when any Authorized User is separated from employment of Outside Entity for any reason, including but not limited to termination or voluntary separation. The administrator at the site will terminate access immediately. Outside Entity further agrees, on a quarterly basis, to validate that the Authorized Users continue to require access to the System and continue to be employees or agents of Outside Entity.

4. **Data Ownership.** Outside Entity acknowledges and agrees that Valley Children's owns all rights, interests and title in and to its data and that such rights, interests and title shall remain vested in Valley Children's at all times. Outside Entity shall not compile and/or distribute analyses to third parties utilizing any data received from, or created or received on behalf of Valley Children's

without express written permission from Valley Children's.

5. **Term of Contract and Termination.**

5.1 **Term of Contract.** This Agreement shall become effective as of the Effective Date and shall continue thereafter for a period of one (1) year, unless earlier terminated as hereinafter provided (the "***Initial Term***"). This Agreement shall automatically renew for additional periods of one (1) year each (each, a "***Renewal Term***" and, together with the Initial Term, collectively referred to herein as the "***Term***"), unless either party provides notice of intent not to renew this Agreement not less than thirty (30) days prior to the expiration of the Initial Term or the then current Renewal Term.

5.2 **Termination.** Valley Children's may terminate this Agreement immediately and without liability for such termination, with or without cause.

6. **Insurance.** Outside Entity shall procure and maintain, during the term of this Agreement or any renewal hereof, sufficient insurance coverage or program of self-insurance to cover the Outside Entity in at least the following amounts:

6.1 Professional Liability: one million dollars (\$1,000,000) per occurrence and annual aggregate;

6.2 Workers' Compensation insurance in amounts as required by the laws and regulations of the State of California;

6.3 General Liability Insurance: one million dollars (\$1,000,000) per occurrence and annual aggregate; and

6.4 Cyber Liability Insurance: one million dollars (\$1,000,000) per occurrence and annual aggregate.

Outside Entity shall secure certificates of insurance for the above mentioned coverage and provide evidence of said certificates to Valley Children's at the time of execution of this Agreement and annually thereafter. Outside Entity shall also secure endorsements naming Valley Children's as an additional insured at the time of execution of this Agreement and annually thereafter.

7. **Indemnification.** Outside Entity agrees to indemnify and hold harmless Valley Children's, its governing board, officers, employees and agents, from and against any and all claims, costs, losses, damages, liabilities, expenses, demands, and judgments, including litigation expenses and attorneys' fees, which may arise from Outside Entity's performance under this Agreement or negligent or willful acts or omissions of its subcontractors, agents, or employees, including, but not limited to, any penalties, claims or damages arising from or pertaining to a breach of this Agreement, or the violation of any state or federal law applicable to the use, disclosure or protection of PHI subject to this Agreement. Such indemnification shall include, but shall not be limited to, the full cost of any required notice to impacted individuals, including the costs to retain an outside consulting firm, vendor or outside attorneys to undertake the effort and the cost of providing credit monitoring services to impacted individuals if necessary in Valley Children's sole reasonable

discretion.

8. **General Provisions.**

- 8.1 **Exclusions/Suspensions.** Outside Entity confirms that it has not been excluded, debarred or suspended from participation in any governmental program, including but not limited to Medicare, Medicaid, or Medi-Cal payor programs, and is not the subject of any investigation regarding participation in such programs, and has not been convicted of any crime relating to any governmental program. Outside Entity agrees to notify Valley Children's immediately if Outside Entity becomes aware of any adverse action related to Outside Entity's eligibility to participate in a governmental program. This Agreement shall immediately terminate if Outside Entity becomes ineligible.
- 8.2 **Use of Name.** Outside Entity shall not make any written use of or reference to Valley Children's name for any marketing, public relations, advertising, display or other business purpose or make any use of Valley Children's facilities for any activity unrelated to the express business purposes and interests of Valley Children's without the prior written consent of Valley Children's.
- 8.3 **Medicare Access to Records.** If the cost of the services provided under this Agreement equals Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period, both parties, until the expiration of four (4) years after the furnishing of such services pursuant to this Agreement, shall make available upon the written request of the Secretary of Health and Human Services or the U.S. Comptroller General or any of their duly authorized representative, this Agreement and any books, documents, and records that are necessary to certify the nature and extent of the costs incurred.
- 8.4 **No Assignment.** Outside Entity acknowledges that this Agreement calls for personal services of a unique and personal nature, and as such, Outside Entity shall not delegate the performance of any such services to any other firm or corporation without the prior written consent of Valley Children's, which consent Valley Children's may grant or withhold in its discretion.
- 8.5 **No Third Party Beneficiaries.** This Agreement is made solely for the benefit of the parties to it. No other person will have any rights, interest or claims under its terms or be entitled to any benefits under or on account of the Agreement as a third party beneficiary or otherwise.
- 8.6 **Severability.** The provisions of this Agreement are severable, and in the event that any provision is declared invalid, this Agreement shall be interpreted as if such invalid provision were not contained herein.
- 8.7 **Dispute Resolution.** The parties shall submit all disputes, claims or demands of any kind relating to or arising out of this Agreement ("***Controversy***") to a three-step dispute resolution process. The three-step process shall (i) begin with informal negotiations conducted in good faith; (ii) be followed, if necessary, by mediation, initiated by written demand of one party served on the other, and if the mediator determines that the

Controversy cannot be resolved by mediation or if either party shall make written demand therefor, then; (iii) the parties agree to waive their rights, if any, to a jury trial, and to submit the controversy or dispute to a retired judge or justice pursuant to Section 638 et seq. of the California Code of Civil Procedure, or any successor provision, for resolution in accordance with Chapter 6 (References and Trials by Referees), of Title 8 of Part 2 of the California Code of Civil Procedure, or any successor chapter. The parties agree that the only proper venue for the submission of claims is the County of Madera, California, and that the hearing before the referee shall be concluded within nine (9) months of the filing and service of the complaint. The parties reserve the right to contest the referee's decision and to appeal from any award or order of any court. Each party shall pay its own attorneys' fees and costs; provided that, the losing party shall pay to the prevailing party a reasonable sum for attorneys' fees and costs actually incurred in bringing or defending the legal action.

8.8 **Applicable Law and Venue.** This Agreement shall constitute a contract under the laws of the State of California. Any action or proceeding brought hereunder shall be brought in the state court sitting in Madera County, California, or federal court sitting in the Eastern District of California, Fresno County, California.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date set forth above.

“Valley Children’s”

“Outside Entity”

VALLEY CHILDREN’S HOSPITAL,
a California nonprofit public benefit
corporation

By: _____

By: _____

Its: _____

Its: _____

Schedule 1

Administrator

Name: _____

Job Title or Position: _____

Email Address: _____

Telephone Number: _____

Schedule 2

Confidentiality Statement

Terms of Use and Confidentiality Statement

The protection of health and other confidential information is a right protected by law and enforced by fines, criminal penalties as well as employer policy.

Safeguarding confidential information is a fundamental obligation for all persons accessing confidential information.

By clicking on “I AGREE” at the end of this statement you commit to the obligation, and WILL be used as proof that you understand and agree to the stated basic duties and facts regarding privacy.

Read it carefully.

Any account not used within 90 days will be disabled. After 180 days of inactivity the account will be terminated.

What you agree to in signing this statement:

1. I agree to protect the privacy and security of confidential information I access through Valley Children’s Hospital’s (hereafter “**Valley Children’s**”) electronic records at all times.
2. I agree to: (a) access confidential information to the minimum extent necessary for my assigned duties; (b) use and disclose such information only to persons authorized to receive it for the purpose of treatment, payments and operations; (c) to refer any request for records outside of treatment, payment or healthcare operations to:

Valley Children’s Hospital
9300 Valley Children’s Place
Madera, California 93636
Attention: Health Information Management Department

3. I understand and agree to the following:
 - (a) Valley Children’s tracks all user IDs used to access electronic records. Those IDs enable discovery of inappropriate access to patient records.
 - (b) Inappropriate access and/or unauthorized release of confidential or protected health information will result in disciplinary action, up to and including termination of employment, and will result in a report to authorities charged with professional licensing, enforcement of privacy laws and prosecution of criminal acts. I further understand and agree that inappropriate access and/or unauthorized release of confidential or protected information may result in temporary and/or permanent termination of my access to Valley Children’s electronic records.

- (c) That I will be assigned a User ID and a one-time use activation code. I agree to immediately select and enter a new password known only to me. I understand I may change my password at any time, and will do so based on Valley Children's established policy and/or when prompted. I understand that I am to be the only individual using and in possession of my confidential password. I am aware that the User ID and password are equivalent to my signature. Also, I am aware that I am responsible for any use of the system utilizing my User ID and password. This includes data entered, viewed, printed or otherwise manipulated. If I have reason to believe that my password has been compromised I will report this information to Connecticut Children's and I will also immediately change my password. I understand that User IDs cannot be shared. Inappropriate use of my ID (**whether by me or anyone else**) is **my** responsibility and exposes me to severe consequences.

4. ***Confidential Health Information includes but is not limited to:*** Any individually identifiable information in possession or derived from a provider of health care regarding a patient's medical history, mental, or physical condition or treatment, as well as the patients and/or their family members records, test results, conversations, research records and financial information. (Note: this information is defined in HIPAA as "protected health information"). Examples include, but are not limited to:

- (a) Physical, medical, and psychiatric records including paper, photo, video, diagnostic and therapeutic reports, laboratory and pathology samples;
- (b) Patient insurance and billing records;
- (c) Centralized and/or department based computerized patient data and alphanumeric radio pager messages;

5. ***Confidential Employee & Business Information that is not available in the public domain includes but is not limited to:***

- (a) Employee home telephone number and address;
- (b) Spouse or other relative names;
- (c) Social Security number or income tax withholding records;
- (d) Information related to evaluation of performance;
- (e) Other such information obtained from Valley Children's records, which if disclosed, would constitute an unwarranted invasion of privacy; or disclosure of protected or confidential information that would cause harm to Valley Children's.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM October 6, 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 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 December 2019. The Centers for Disease Control and Prevention (CDC) considers the virus to be a very serious public
(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 2019 COUNTY UPDATE

October 6, 2020

Page 2 of 2

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.