

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, November 10, 2020
Time: 8:30 a.m. Closed Session/9:00 a.m. Regular Business
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.

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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. 8:30 AM CALL TO ORDER
ROLL CALL – Clerk of the Board

II. 8:30 AM CLOSED SESSION

♦ **Conference with Real Property Negotiator [Govt. Code Section 54956.8]**

Property: Southeast corner of 16th Avenue and Jersey Avenue
(APN 028-130-028)

Negotiating Parties: Doug Verboon in consultation with others including Rebecca Campbell, Richard Valle, David Robinson, Bill Lynch, Diane Freeman and Lee Burdick for the County

Under Negotiation: Terms and Conditions for Occupancy



**III. 9:00 AM INVOCATION – Stan Plooy – Koinonia Church
PLEDGE OF ALLEGIANCE**

IV. 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.

V. APPROVAL OF MINUTES

- A.** Report out from Closed Sessions on November 3 2020 and November 10, 2020.
- B.** Approval of the minutes from the October 27, 2020 regular meeting.
- C.** Approval of the minutes from the November 3, 2020 regular meeting.

VI. EMPLOYEE RECOGNITION – HENIE RING

Presentation to acknowledge employees that have completed various milestones of County Service.

VII. CONSENT CALENDAR

A. Behavioral Health:

Consider approving an Agreement, retroactively, with Seng Leang Tang-Hignojoz to provide Depression Reduction Achieving Wellness program services from July 1, 2020 through June 30, 2023.

B. Public Works Department:

1. Consider:

- a. Awarding professional services Agreement for construction inspection to NV5, Inc. for the Senate Bill-1 funded Kings County Roadway Improvement Project; and
- b. Authorizing the Chairman to sign the professional services Agreement; and
- c. Authorizing the Public Works Director or the Chief Engineer to approve additional costs up to ten percent of the contract amount.

2. Consider:

- a. Awarding the professional services Agreement for surveying to Bedrock Engineering for the Senate Bill-1 funded Kings County Roadway Improvement Project; and
- b. Authorizing the Chairman to sign the professional services Agreement; and
- c. Authorizing the Public Works Director or the Chief Engineer to approve additional costs up to ten percent of the contract amount.

3. Consider approving an Agreement with EMCOR Mesa Energy Systems for the upgrade of the County's Building Automation System.

C. Sheriff's Office:

Consider authorizing out of state travel of School Resource Officers Jerry Blackburn and Brooke Garcia to the School Violence, Safety and Security Conference in Las Vegas, Nevada from December 8-11, 2020.

D. Administration:

Consider the claim for damages filed by Dale Galipo, on behalf of his client, Able Garnica.

VIII. REGULAR AGENDA ITEMS

A. Behavioral Health – Lisa Lewis/Unchong Parry

Consider approving an Agreement with Inspiring Pathways, Inc. to provide Short-Term Residential Therapeutic Program services effective November 10, 2020 through June 30, 2022.

B. Fire Department – William Lynch

Consider approving an Automatic Aid Agreement with the City of Hanford for the areas designated on the Automatic Aid Agreement Map.



C. Public Works Department – Kevin McAlister/Dominic Tyburski

1. Consider authorizing the installation of “No Parking” signs along the south side of East 3rd Street from 9th Avenue eastward to the City-County line.
2. Consider approving the Tract 756 Phase 5 Subdivision Improvement Agreement with Armona Community Services District Jerry M. Irons and Renee M. Irons, Trustees of the Jerry M. and Renee M. Irons Family Revocable Trust, and Barry J. Nottoli, Trustee of the Barry J. Nottoli Revocable Living Trust.

D. Human Services Agency – Sanjay Bugay

1. Consider:
 - a. Adopting the Homekey Project’s Authorizing Resolution for the application and participation in the Homekey program; and
 - b. Authorizing the Human Services Agency Director, or her designee, to sign and execute the Standard Agreements and all other Homekey program documents as required to secure Homekey funds.

E. Administration – Rebecca Campbell

Consider approving an Inter-Governmental Agreement with the Santa Rosa Rancheria Tachi-Yokut Tribe concerning the County’s provision of public services to mitigate the impacts resulting from the Tribe’s Palace Indian Gaming Facility and the proposed expansion of those facilities, as well as other services to the Tribal community.

F. 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.

IX.

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



X.

CLOSED SESSION

- ◆ **Significant exposure to litigation.** 1 case [Govt. Code Section 54956.9(d)(2),(e)(2)]
- ◆ **Deciding initiate litigation/Significant exposure to litigation,** 1 case [Govt. Code Section 54956.9 (d)(2), (d)(4), (e)(2), (e)(3) Documentation of the threat of litigation is available from the Clerk of the Board]
- ◆ **Conference with Real Property Negotiator [Govt. Code Section 54956.8]**
 Property: Stardust Motel
 8595 Lacey Blvd, Hanford, CA 93230
 Negotiating Parties: Sanja Bugay, the County of Kings
 Suryakant Patel, Owner
 Under Negotiation: Purchase of property for public use
- ◆ **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
- ◆ **Personnel Matters: [Govt. Code Section 54957]**
Public Employment
 Title: **Public Works Director**
- ◆ **Personnel Matters: [Govt. Code Section 54957]**
Public Employee Performance Evaluation
 Title: **County Counsel**

XI.

ADJOURNMENT

The next regularly scheduled meeting will be held on November 24, 2020, at 9:00 a.m. **The meeting for November 17, 2020 has been cancelled due to Board participation in the annual California State Association of Counties Conference on November 12-19,2020.**

FUTURE MEETINGS AND EVENTS

November 11	County Offices Closed in Observance of Veterans Day
November 12-19	California State Association of Counties Annual Meeting, Online format
November 17	Regular Meeting Cancelled
November 24	9:00 AM Regular Meeting
November 26-27	County Offices Closed in Observance of Thanksgiving
December 1	Regular Meeting Cancelled

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

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



Staff

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

Board of Supervisors

Regular Meeting Action Summary

Date: Tuesday, October 27, 2020
Time: 9:00 a.m.
Place: Board of Supervisors Chambers, Kings County Government Center
1400 W. Lacey Boulevard, Hanford, California 93230

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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 – Brian Kleinhammer – Kingdom Culture 2.0
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.

Rebecca Campbell, County Administrative Officer stated that this is the last Board meeting that Kevin McAlister, Public Works Director will present at due to his retirement and thanked him for his many years of service. Doug Verboon, Chairman recognized Kevin McAlister, Public Works Director for his 38 years of service to Kings County and presented him with a proclamation, lapel pin and hat. The Board members thanked Kevin for his many years of service and shared stories of the issues and projects he has handled over the years. Kevin McAlister, Public Works Director thanked the Board for their kind words and for the opportunity to work closely with all the Board members.

III. APPROVAL OF MINUTES

A. Approval of the minutes from the October 20, 2020 regular meeting.

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

IV. CONSENT CALENDAR

A. County Counsel:

1. Consider:

- a. Ratifying the July 23, 2020 agreement (engagement letter) between the County of Kings and the law firm of Lamb & Kawakami LLP to retain Michael Slattery and Thomas Kelch as defense counsel for the County of Kings Board of Equalization in the case titled *Leprino Foods Co. v. County of Kings*, Cal. Superior Court County of Kings, Case No. 20C-0159; and
- b. Authorizing County Counsel to enter into a similar hourly retainer agreement with Lamb & Kawakami to assist with review and recommendations to the Board of Equalization regarding possible improvement of the appeals process.

ITEM WAS PULLED BY A BOARD MEMBER TO DISCUSS SEPARATELY.

ACTION: APPROVED AS PRESENTED (CP, JN, RF, DV-Aye, RV-No)

B. Department of Public Health:

Consider authorizing the Chairman to retroactively sign the Agreement between the County of Kings and the Fresno Pacific University for the term of July 1, 2020 to June 30, 2023 for a nursing internship program. **[Agmt 20-126]**

C. Public Works Department:

1. Consider authorizing the Fleet Superintendent to purchase equipment using Sourcewell (formerly known as the National Joint Powers Alliance) purchasing consortium for one PB Loader.
2. Consider:
 - a. Approving the Letter of Streetlight Agreement; and
 - b. Approving the General Conditions Agreement to perform work pursuant to PG&E Electric Rule 20A – Replacement of Overhead With Underground Electric Facilities; and
 - c. Approving the Agreement to Perform Tariff Schedule Related Work – Rule 20A Electric Panel service conversion; and
 - d. Approving the Wheelchair Access Consideration acknowledgment; and
 - e. Authorizing the Director of Public Works to sign future documents related to this project.

ITEM PULLED AND WILL BE PLACED ON A FUTURE AGENDA

3. Consider authorizing the Fleet Superintendent to purchase four (4) 2021 Dodge Chargers for the Probation Department using Sourcewell (formerly known as the National Joint Powers Alliance).



CONSENT CALENDAR CONTINUED

D. Sheriff's Office:

1. Consider:
 - a. Authorizing the purchase of five video storage servers for the jail facility; and
 - b. Adopting the budget change. **(4/5 vote required)**
2. Consider:
 - a. Authorizing the Sheriff's Office to allow the Detentions Deputy Association to purchase Michael McMahon's service handgun; and
 - b. Approving the purchase of a Glock model 22, .40 caliber handgun, as replacement; and
 - c. Adopting the budget change. **(4/5 vote required)**

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

V.

REGULAR AGENDA ITEMS

A. Administration – Rebecca Campbell

Chemical Waste Management – Bob Henry

Consider accepting the quarterly report from Chemical Waste Management.

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

B. Fire Department – Bill Lynch/Rick Levy

Consider authorizing the retroactive out-of-state travel for Fire Apparatus Engineer Dolly Justin Silveira to respond to the Luna Incident located in the Carson National Forest in Taos, New Mexico on October 19, 2020.

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

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

1. Consider allocating 10.0 full time equivalent positions to the Department of Public Health Communicable Disease Clinic division, Budget Union 411300:
 - a. Allocating 1.0 Full Time Equivalent Program Manager;
 - b. Allocating 1.0 Full Time Equivalent Fiscal Specialist I/II;
 - c. Allocating 1.0 FTE Laboratory Assistant I/II/III;
 - d. Allocating 1.0 FTE Medical Billing Clerk I/II;
 - e. Allocating 1.0 FTE Office Assistant I/II;
 - f. Allocating 3.0 FTE Health Educator;
 - g. Allocating 2.0 FTE County Health Nurse I/II positions; and
 - h. Adopting the budget change. **(4/5 vote required)**

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

D. Public Works Department – Kevin McAlister/Dominic Tyburski

1. Consider:
 - a. Awarding a construction contract to Granite Construction Company, Inc. as the apparent low bidder for the Senate Bill-1 funded Kings County Roadway Improvement Project;
 - b. Authorizing the Chairman to sign the construction Agreement **[Agmt 20-127]**; and
 - c. Authorizing the Public Works Director to approve additional costs up to ten percent of the contract amount.

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



2. Consider:
 - a. Authorizing the County to join the proposed Senate Bill 1383 Coalition; and
 - b. Authorizing the Public Works Director, with consent of the County Administrative Officer and County Counsel, to send letters to CalRecycle and any related State/local organizations regarding the impacts of SB 1383 on Kings County and suggesting modifications to state law, regulations and policy related to solid waste collection, recycling and processing.

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

E. Elections Department – Lupe Villa

Receive an update on the November 3, 2020 general election.

INFORMATION ONLY - NOA

F. Human Service Agency – Sanja Bugay

1. Consider:

- a. Authorizing Sanja Bugay, as the County's Negotiator, to engage real estate broker services from Motel Hotel Specialist Inc. to assist with the negotiation and purchase of the Stardust Motel on the County's behalf;
- b. Authorizing the County's Negotiator to sign all documentation necessary to execute the purchase of the Stardust Motel by December 2, 2020 on the County's behalf; and
- c. Approving Motel Hotel Specialist Inc.'s commission rate of five percent (5%) of the final purchase price as compensation for their services.

ACTION: APPROVED AS PRESENTED (JN, CP, DV-Aye, RV, RF-No)

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 NO OFFICIAL ACTION WAS TAKEN

VI. Study Session

A. County Counsel – Lee Burdick

District Attorney's Office – Keith Fagundes

Information on Assembly Bill 571: Contribution Limits On Campaign Finances.

THE BOARD DIRECTED STAFF TO BRING BACK THIS ITEM ON A FUTURE AGENDA FOR PUBLIC DISCUSSION.

VII. BOARD MEMBER ANNOUNCEMENTS OR REPORTS

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Supervisor Neves stated that he participated in the Kings County Shelter Replacement meeting on October 26, 2020, has been working with staff on the Homelessness Collaborative meetings.

Supervisor Valle stated that he started attending the Board meetings remotely in March 2020 at the beginning of the pandemic and at his first meeting back in the chambers he felt stifled and asked the Board to stop trying to silence him and to show respect toward the Supervisorial seat he sits in.



- ◆ Board Correspondence: **Rebecca Campbell** stated that the Board received a notice from the Department of Fish & Game – Joshua Tree notice of proposed emergency action to add section 749.10, title 14, California Code of Regulations. Regarding the Take of western Joshua Tree, she stated that the Board received the Hanford Cemetery District operations and revenue budget 2020/2021 and a Proposition 65 Hazardous Material Release Report from Public Health.
- ◆ Upcoming Events: **Rebecca Campbell** stated that the Victim Witness Art Exhibit will be held on October 30, 2020 from 10am – 3pm, she stated that the Battle of the Badges blood dive will be held on October 30, 2020 from 9am-3pm, she stated that the California State Association of Counties annual meeting will be online from November 12-19, 2020 and she would be bringing an item on the agenda on that meeting schedule amendment to accommodate Board members and staff who will be virtually attending the meeting. She stated that the General Election will be held on November 3, 2020.
- ◆ Information on Future Agenda Items: **Rebecca Campbell** stated that the following item would be on a future agenda: Administration – Covid-19 update, Administration – Employee of the Quarter, Public Works – Acceptance of donation from CA Dept. of Parks and Rec – funding from prop 68, Sheriff’s Office – Airplane purchase, Behavioral Health – Service agreement with Kings Partnership For Prevention to provide outreach and engagement services, Human Services – Agreement with the University of California, Davis for staff training.

VIII.

CLOSED SESSION

- ◆ **Litigation initiated formally.** The title is: “*Munguia v. Edmonds, US Bankruptcy Court Eastern District of California Court Case No. 20-12676-A-7*” [Govt. Code Section 54956.9(d)(1)]
- ◆ **Deciding to initiate litigation.** 1 case [Govt. Code Section 54956.9(d)(4),(e)(2)]
- ◆ **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

REPORT OUT: LEE BURDICK, COUNTY COUNSEL STATED THAT SHE DID NOT ANTICIPATE ANY REPORTABLE ACTION BEING TAKEN IN CLOSED SESSION TODAY.



IX. ADJOURNMENT

The next regularly scheduled meeting will be held on November 3, 2020, at 9:00 a.m.

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

<i>FUTURE MEETINGS AND EVENTS</i>		
October 29	9:00 AM	Housing Authority of Kings County Special Meeting, Online format
November 3	9:00 AM	Regular Meeting
November 10	9:00 AM	Regular Meeting
November 11		County Offices Closed in Observance of Veterans Day
November 12-19		California State Association of Counties Annual Meeting, Online format
November 17	9:00 AM	Regular Meeting
November 24	9:00 AM	Regular Meeting
November 26-27		County Offices Closed in Observance of Thanksgiving

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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

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- I. 9:00 AM CALL TO ORDER**
ROLL CALL – Clerk of the Board
INVOCATION – Nate Ferrier
PLEDGE OF ALLEGIANCE
ALL MEMBERS PRESENT

II. UNSCHEDULED APPEARANCES

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NONE



III. APPROVAL OF MINUTES

A. Approval of the minutes from the October 27, 2020 regular meeting.

THE MINUTES WERE PULLED AND WILL BE BROUGHT BACK ON THE NOVEMBER 10, 2020 AGENDA

IV. EMPLOYEE RECOGNITION – REBECCA CAMPBELL/ KEVIN MCALISTER/TIM BRESHEARS

Presentation to Nathaniel Killebrew, Park Caretaker, from the Public Works Department for being selected as Outstanding Employee of the 3rd Quarter, 2020.

INFORMATION ONLY - NOA

V. CONSENT CALENDAR

A. Behavioral Health:

Consider approving an Agreement, retroactively, with Kings Partnership for Prevention to provide prevention outreach and engagement services from July 1, 2019 through June 30, 2021.

[Agmt 20-128]

B. Human Services Agency:

Consider approving an Agreement, retroactively, with the University of California, Davis for the purpose of providing training to the Human Services Agency staff from July 1, 2020 to November 30, 2021. **[Agmt 20-129]**

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

VI. REGULAR AGENDA ITEMS

A. Public Works Department - Kevin McAlister/Tim Breshears/Rhonda Mann

Presentation of a donation from Larry L. Hillblom Foundation for Kings County Parks.

ACTION: ACCEPT THE FUNDS AS PRESENTED (RF, JN, RV, CP, DV-Aye)

B. Sheriff's Office – David Robinson

1. Consider:

a. Approving an Agreement to purchase a Cessna 206 fixed wing law enforcement aircraft;
and

b. Adopting the budget change. **(4/5 vote required) [Agmt 20-130]**

ACTION: APPROVED AS PRESENTED AND ASKED THE SHERIFF TO BRING AN ITEM BACK AT A FUTURE DATE TO DISCUSS POLICIES REGARDING THE USE OF THE AIRPLANE BY OTHER DEPARTMENTS FOR OFFICIAL AND EMERGENCY USES. (RV, JN, CP, RF, DV-Aye)

C. County Counsel – Lee Burdick

District Attorney – Keith Fagundes

Consider adopting a Countywide limit on campaign contributions for elected County offices.

ACTION: APPROVED SETTING A \$25,000 LIMIT PER INDIVIDUAL DONOR PER ELECTION, WITH A REVIEW OF THE LIMIT EVERY ODD NUMBERED YEAR. DETAILS REGARDING MONITORING AND ENFORCEMENT ARE TO BE DISCUSSED AT A FUTURE AGENDA. (RV, JN, CP, RF, DV-Aye)



D. Administration – Rebecca Campbell

1. Consider appointing one member to the Behavioral Health Advisory Committee.
ACTION: APPROVED AS PRESENTED (JN, RF, RV, CP, DV-Aye)
2. Consider approving an amended schedule for the Board of Supervisors' meetings including a cancellation of the scheduled November 17, 2020 meeting.
ACTION: APPROVED AS PRESENTED (RF, JN, RV, CP, DV-Aye)
3. Consider:
 - a. Identifying the real property at the corner of 16th and Jersey Avenues (APN 028 130 028) owned by the Tachi Yokut Tribe as a site for a new fire station on the Tribe's Reservation; and
 - b. Designating the ~~County Administrative Officer~~ **Chairman of the Board of Supervisors** as the authorized negotiator regarding the new site.
ACTION: APPROVED AS AMENDED (RV, JN, RF, DV-Aye, CP-No)

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.

ACTION: THE BOARD RECEIVED AN UPDATE AND NO OFFICIAL ACTION WAS TAKEN.

VII.

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 Kings County Area Public Transit Agency meeting on October 28, 2020, participated in the Kings County Economic Development annual meeting on October 29, 2020. He thanked staff for the donations and volunteer work on the battle of the badges blood drive on October 30, 2020, attended the Domestic Violence Awareness art exhibit on October 30, 2020, participated in a tour of the Poverello House Pallet structure site in Fresno on October 30, 2020, participated in the Lions and Leo's club Halloween costume judging event on October 31, 2020 and stated that he would like to have the Chairman makes some calls due to local vendors not being paid by the High Speed Rail for work that has already been completed.

- ◆ **Board Correspondence: Rebecca Campbell stated that the Board received correspondence from the Board of Equalization on Assembly Bill 107, she stated that the Board received an evaluation of municipal and domestic supply (MUN) and agricultural supply (AGR) beneficial uses of groundwater in the Southern portion of the Lost Hills Oilfield from Central Valley Regional Water Quality Control Board, she stated that the Board received a Construction Notice for 1570 Kings County Drive, Sheriff's Office from Independent Electric Supply Inc.**
- ◆ **Upcoming Events: Rebecca Campbell stated that the California State Association of Counties Annual Meeting will be held online from November 12 – 19, 2020.**



- ◆ Information on Future Agenda Items: **Rebecca Campbell stated that the following items would be on a future agenda: Administration Covid-19 & Cares Act update, Public Works Building Automation System Upgrade, Public Works FY 19-20 SB-1 Funded KC Roadway Improvement Project Construction Inspection, Public Works FY 19-20 SB-1 Funded KC Roadway Improvement Project Surveying, Public Works County Tract 756 phase 5 Subdivision Improvement Agreement, Public Works No Parking Zone on East 3rd Street, Behavioral Health Service Agreement with Seng Leang Tang-Hignojoz for Depression Reduction Achieving Wellness Program Services, Behavioral Health Service Agreement with Inspiring Pathways, Inc. for Short-Term Residential Therapeutic Program Services, Fire Automatic Aid Agreement with the City of Hanford, Sheriff Out of State Travel, Human Resources County Service Awards, Finance Contract amendment for Dave Schwartz, Capital Partnerships Inc., and from Administration a budget modification for the Sheriff, IT, and D.A.**

VIII. CLOSED SESSION

- ◆ **Deciding to initiate litigation.** 1 case [Govt. Code Section 54956.9 (d)(4), (e)(2), (e)(3)]
Documentation of the threat of litigation is available from the Clerk of the Board]
 - ◆ **Personnel Matters: [Govt. Code Section 54957]**
Public Employment
Title: Public Works Director
 - ◆ **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
 - ◆ **Conference with Real Property Negotiator [Govt. Code Section 54956.8]**
Property: Southeast corner of 16th Avenue and Jersey Avenue
(APN 028-130-028)
Negotiating Parties: ~~Rebecca Campbell~~ **Doug Verboon** in consultation with others including ~~Doug Verboon~~ **Rebecca Campbell**, Richard Valle, David Robinson, Bill Lynch, Diane Freeman and Lee Burdick for the County
Under Negotiation: Terms and Conditions for Occupancy
- REPORT OUT: Lee Burdick, County Counsel stated that she will report out at beginning of the November 10, 2020 meeting if the Board takes any action in closed session today.**

IX. ADJOURNMENT

The next regularly scheduled meeting will be held on November 10, 2020, at 9:00 a.m.

FUTURE MEETINGS AND EVENTS

November 10	9:00 AM	Regular Meeting
November 11		County Offices Closed in Observance of Veterans Day
November 12-19		California State Association of Counties Annual Meeting, Online format
November 17	9:00 AM	Regular Meeting
November 24	9:00 AM	Regular Meeting
November 26-27		County Offices Closed in Observance of Thanksgiving

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



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM November 10, 2020

SUBMITTED BY: Human Resources – Henie Ring
SUBJECT: COUNTY SERVICE AWARDS PRESENTATION
SUMMARY:

Overview:

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

Recommendation:

Acknowledge employees that have completed various milestones of County Service.

Fiscal Impact:

The Adopted Fiscal Year 2020-2021 Budget includes \$16,226 in the Human Resources budget for the provision of various cash and memento awards for eligible employees.

BACKGROUND:

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

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 November 10, 2020

SUBMITTED BY: Behavioral Health – Lisa Lewis/UnChong Parry

SUBJECT: SERVICE AGREEMENT WITH SENG LEANG TANG-HIGNOJOZ FOR DEPRESSION REDUCTION ACHIEVING WELLNESS PROGRAM SERVICES

SUMMARY:

Overview:

Kings County Behavioral Health is seeking approval for an Agreement with Seng Leang Tang-Hignojoz to provide Depression Reduction Achieving Wellness (DRAW) program services for Fiscal Years 2020-2021 through 2022-2023.

Recommendation:

Approve an Agreement, retroactively, with Seng Leang Tang-Hignojoz to provide Depression Reduction Achieving Wellness program services from July 1, 2020 through June 30, 2023.

Fiscal Impact:

There is no fiscal impact to the County General Fund. The agreement amount for Fiscal Years 2020-2021 through 2022-2023 is a maximum of \$50,000 for each year. Behavioral Health receives funding from the State to fund this service agreement. The revenue is included in Budget Unit # 422200, titled Mental Health Services Act (MHSA).

BACKGROUND:

Seng Leang Tang-Hignojoz has contracted with Behavioral Health since December 2016. As per the Mental Health Services Act (MHSA) Prevention and Early Intervention (PEI) component, the contractor provides mental health services to institutes of higher education through the (DRAW) program to the college students in Kings County.

(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

SERVICE AGREEMENT WITH SENG LEANG TANG-HIGNOJOZ FOR DEPRESSION REDUCTION ACHIEVING WELLNESS PROGRAM SERVICES

November 10, 2020

Page 2 of 2

The purpose of the program is to provide outreach to students, screen program participants for mental illness, provide brief intervention, and refer participants to further services as needed. She will also serve as a clinician and case manager to students identified with depressive symptoms or another mental health disorder that may place them at potential risk for suicide.

The DRAW services are offered to any student of West Hills College Lemoore, San Joaquin Valley College (Hanford Campus), and College of the Sequoias (Hanford Campus) at no cost to any of the participants. The program is expected to serve roughly 50 students each school year.

The contractor will provide KCBH monthly report of demographic data of all participants, outreach activities, training and meetings hours. The contractor also will maintain all client records in an Electronic Health Records system.

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

Agreement No. _____

**COUNTY OF KINGS
AGREEMENT FOR SERVICES**

THIS AGREEMENT is made and entered into as of the 1st day of July 1, 2020, by and between the County of Kings, a political subdivision of the State of California (“County”) and Seng Leang Tang-Hignojoz (“Contractor”), (collectively, the “Parties”).

R E C I T A L S

WHEREAS, County services for the provision of mental health services at institutes of higher education, using the Depression Reduction Achieving Wellness (DRAW) program as outlined in the Kings County Mental Health Services Act (MHSA) Prevention and Early Intervention (PEI) program; and

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

NOW, THEREFORE, the Parties mutually agree as follows:

1. SCOPE OF SERVICES

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

2. RESPONSIBILITIES OF CONTRACTOR

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

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

3. COMPENSATION

Contractor shall not be entitled to nor receive from County any additional consideration, compensation, or other remuneration for services rendered under this Agreement except as set forth in **Exhibit A**. Payment for service provided under this Agreement is limited to the maximum amount of **\$50,000 for Fiscal Year 20/21, \$50,000 for Fiscal Year 21/22, and \$50,000 for Fiscal Year 22/23**.

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

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

4. TERM

This Agreement shall commence on July 1, 2020, and shall terminate on June 30, 2023 unless otherwise terminated in accordance with its terms. County shall have the option to extend this Agreement for one (1) additional year on the same terms and conditions.

5. RECORDS AND INSPECTIONS.

Contractor shall maintain full, complete, and accurate records with respect to all matters covered under this Agreement. All such records shall be prepared in accordance with generally accepted accounting procedures, shall be clearly identified, and shall be kept readily accessible. County shall have free access during normal work hours to such records and the right to examine, inspect, copy, or audit them, at no cost to County. Records shall be maintained for seven (7) years after the termination of this Agreement or any extension of this Agreement.

6. AMENDMENTS

This Agreement may be modified only by a written amendment signed by Contractor and County Board of Supervisors or other representative authorized by County Board of Supervisors.

7. TERMINATION

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

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

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

Agreement on further written notice specifying the date of termination.

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

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

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

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

8. INSURANCE

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

1. Commercial General Liability. Two Million Dollars (\$2,000,000) per occurrence and Five Million Dollars (\$5,000,000) annual aggregate covering bodily injury, personal injury and property damage. County and its officers, employees and agents shall be endorsed to above policies as additional insured, using ISO form CG 20 26 or an alternate form that is at least as broad as form CG 20 26, as to any liability arising from the performance of this Agreement.

2. Automobile Liability. Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than Five Hundred Thousand Dollars (\$500,000)

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

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

4. Professional Liability. One Million Dollars (\$1,000,000) limit per occurrence or claim and Three Million Dollars (\$3,000,000) annual aggregate limit covering Contractor's wrongful acts, errors and omissions.

County will accept a claims made policy under the following circumstances: any retroactive date must be shown and must be dated before the commencement of this Agreement, the policy must be kept in full force and effect or Contractor may provide tail coverage or extended reporting coverage with a retroactive dates to cover any time gaps for five (5) years after the termination of this Agreement or any extension of this Agreement

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

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

9. INDEMNIFICATION

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

B. Other than in the performance of professional services and to the full extent permitted by law, Contractor shall indemnify, defend, and hold harmless County, and any

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

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

D. These indemnification obligations shall survive the termination of this Agreement as to any act, omission, fault or negligence occurring during this Agreement or any extension of this Agreement. The County's rights to indemnification are in addition to and shall not limit any other rights or remedies that County may have under law or this Agreement.

10. INDEPENDENT CONTRACTOR

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

11. COMPLIANCE WITH LAW

Contractor shall comply with all federal, state and local laws and regulations applicable to its performance including, but limited to, Government Code section 8350 *et seq.* regarding a drug free workplace and all health and safety standards set forth by the State of California and County.

Contractor shall comply with all state and federal confidentiality laws including, but limited to, the Health Insurance Portability and Accessibility Act (HIPAA) and its regulations as amended. Contractor shall execute and comply with the HIPAA Business Associate Agreement attached as **Exhibit B**.

12. CONFIDENTIALITY

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

13. CONFLICT OF INTEREST

Contractor warrants that its employees or their immediate families or Board of Directors or officers have no financial interest, including, but not limited to, other projects or independent contracts, and shall not acquire any financial interest, direct or indirect, which conflicts with the rendering of services under this Agreement. Contractor shall employ or retain no such person while rendering services under this Agreement. Services rendered by Contractor's associates or employees shall not relieve Contractor from personal responsibility under this clause. Contractor has an affirmative duty to disclose to County in writing the name(s) of any person(s) who have an actual, potential or apparent conflict of interest.

14. NONDISCRIMINATION

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

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

15. SUBCONTRACTORS

Services under this Agreement are deemed to be personal services. Contractor warrants that it has not and it shall not subcontract any work under this Agreement without the prior written consent of County subject to any required state or federal approval.

16. ASSIGNMENT

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

17. UNFORESEEN CIRCUMSTANCES

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

18. OWNERSHIP OF DOCUMENTS

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

19. NOTICE

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

County
County of Kings
Behavioral Health Department
1400 West Lacey Blvd.
Hanford, CA 93230

Consultant
Seng L. Tang-Hignojoz
5640 Walnut Ave.
Visalia, CA 93277

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

20. CHOICE OF LAW

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

21. SEVERABILITY

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

22. SURVIVAL

The following sections shall survive the termination of this Agreement: Section 5

Records and Inspections, Section 8 Insurance, Section 9 Indemnification, Section 11 Compliance with Law and Section 12 Confidentiality.

23. NO THIRD PARTY BENEFICIARIES.

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

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

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

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

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

25. CULTURALLY AND LINGUISTICALLY APPROPRIATE SERVICES STANDARDS

To ensure equal access to quality care by diverse populations, Contractor shall adopt and implement the federal Office of Minority Health (OMH) national Culturally and Linguistically Appropriate Standards (CLAS), and will be demonstrated through policies, training and cultural competency plans its efforts address the CLAS requirements.

26. AUTHORITY

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

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27. COUNTERPARTS AND ELECTRONIC SIGNATURES

This Agreement may be executed in one or more counterparts. All counterparts shall be construed together and shall constitute one agreement. The parties agree that the electronic signatures by their respective signatories are intended to authenticate such signatures and to give rise to a valid, enforceable, and fully effective agreement.

**REMAINDER OF PAGE INTENTIONALLY BLANK
SIGNATURES ARE ON FOLLOWING PAGE**

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

COUNTY OF KINGS

CONTRACTOR

By: _____
Doug Verboon, Chair
Kings County Board of Supervisors

By: _____
Seng Leang Tang-Hignojoz

ATTEST

By: _____
Catherine Venturella, Clerk of the Board

APPROVED AS TO ENDORSEMENTS RECEIVED

By: _____
Sande Huddleston, Risk Manager

APPROVED AS TO FORM
Lee Burdick, County Counsel

By: _____
Cindy Crose Kliever, Deputy County Counsel

Exhibits/Attachments:

Exhibit A: Scope of Work/Compensation

Exhibit B: BAA/HIPAA

Exhibit C: Assurances and Certifications

EXHIBIT A
Seng Leang Tang
SCOPE OF WORK
July 1, 2020 – June 30, 2023

Contractor will provide mental health services to institutes of higher education through the Depression Reduction Achieving Wellness (DRAW) program, as outlined in the Kings County Mental Health Services (MHSA) Prevention and Early Intervention (PEI) Program.

A. Program Intent

- a. The DRAW program is a screening and brief intervention program for college students in Kings County. The program is offered to any student of West Hills College Lemoore, San Joaquin Valley College—Hanford Campus, and/or College of the Sequoias, Hanford Campus at no cost to the participants. The purpose of the program is to screen program participants for mental illness, provide brief intervention, and refer participants to further services as needed.

B. Description of Services

- a. Contractor will be the program therapist and serve as a clinician and case manager to students identified with depressive symptoms or another mental health disorder that may place them at potential risk for suicide.
- b. Contractor possesses skills in assessment, short term crisis intervention, brief clinical treatment, and linkage to appropriate community resources for students of these institutions.
- c. Contractor will provide students with up to 4 individual therapeutic sessions to stabilize any crisis, assess student needs and refer accordingly to appropriate community settings.
- d. Contractor will conduct outreach events and communicate with contacts at individual sites regularly.
- e. Contractor will maintain documentation of contacts with all students.
- f. Documentation and reports will be submitted monthly.
- g. Contractor will attempt to maintain at least 25% direct clinical contact.
- h. Contractor shall establish quarterly meetings with the Clinical Services program manager in order to ensure Contractor and Kings County Behavioral Health (“KCBH”) maintain collaborative communication related to the DRAW program.
- i. Contractor shall work with KCBH to conduct collection of demographic information and participant satisfaction survey.
- j. Contractor shall adhere to the general Cultural and Linguistically Appropriate Services (CLAS) Standards in rendering therapeutic services.
- k. Contractor shall notify KCBH of planned service interruptions longer than five days.

C. Outcomes

- a. Based on projections, the DRAW program is expected to serve roughly 50 students each school year.
 - i. If circumstances arise to cause unexpected fluctuations in numbers, Contractor will meet with the KCBH Clinical Services Program Manager to discuss solutions.
- b. Contractor will report the following data on a monthly basis
 - i. Demographic data of all participants
 - ii. Outreach activities, including tabling events and presentations to staff and students
 - iii. A time study of the following
 - 1. Outreach hours
 - 2. Provision of Direct Services, including mental health assessments and individual therapy sessions
 - 3. Case Management and Linkage Activities
 - 4. Training and Meeting hours
 - 5. Administration, Management, and General Time hours
- c. Contractor will maintain all client records in an Electronic Health Records system.
- d. Contractor will email monthly reports to the KCBH Clinical Services Program Manager. In the event that the Clinical Services Program Manager is unavailable, reports shall be provided to the Mental Health Services Act Program Manager.

D. Compensation

- a. Payment for service provided under this Agreement is limited to the maximum amount of **\$37,500** per fiscal year. The County shall not be liable to the Contractor for any amount in excess of the maximum amount.
- b. Contractor shall be compensated for the services provided under this Agreement as follows:

Total Maximum Hours:	625 hours
Hourly rate:	<u>\$80.00 per hour</u>
Maximum billable amount	\$50,000

Exhibit B
HIPAA Business Associate Exhibit

I. Recitals.

A. This Agreement has been determined to constitute a business associate relationship under the Health Insurance Portability and Accountability Act (“HIPAA”) and its implementing privacy and security regulations at 45 CFR Parts 160 and 164 (“the HIPAA regulations”).

B. The County of Kings (“County”) wishes to, or may, disclose to Seng Leang Tang-Hignojoz (“Business Associate”) certain information pursuant to the terms of this Agreement, some of which may constitute Protected Health Information (“PHI”) pursuant to HIPAA regulations.

C. “Protected Health Information” or “PHI” means any information, whether oral or recorded in any form or medium that relates to the past, present, or future physical or mental condition of an individual, the provision of health or dental care to an individual, or the past, present, or future payment for the provision of health or dental care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI shall have the meaning given to such term under HIPAA and HIPAA regulations, as the same may be amended from time to time.

D. “Security Incident” means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PHI, or confidential data that is essential to the ongoing operation of the Business Associate’s organization and intended for internal use; or interference with system operations in an information system.

E. As set forth in this Agreement, Seng Leang Tang-Hignojoz as the Business Associate of County provides services, arranges, performs or assists in the performance of functions or activities on behalf of County and creates, receives, maintains, transmits, uses or discloses PHI.

F. County and Business Associate desire to protect the privacy and provide for the security of PHI created, received, maintained, transmitted, used or disclosed pursuant to this Agreement, in compliance with HIPAA and HIPAA regulations.

G. The purpose of this Exhibit is to satisfy certain standards and requirements of HIPAA and the HIPAA regulations, and other applicable laws.

H. The terms used in this Exhibit, but not otherwise defined, shall have the same meanings as those terms are defined in the HIPAA regulations.

In exchanging information pursuant to this Agreement, the parties agree as follows:

II. Permitted Uses and Disclosures of PHI by Business Associate.

A. **Permitted Uses and Disclosures.** Except as otherwise indicated in this Exhibit, Business Associate may use or disclose PHI only to perform functions, activities or services specified in this Agreement, for, or on behalf of County, provided that such use or disclosure would not violate the HIPAA regulations, if done by County.

B. **Specific Use and Disclosure Provisions.** Except as otherwise indicated in this Exhibit, Business Associate may:

1) **Use and Disclose for Management and Administration.** Use and disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.

2) **Type of Services to be Provided by the Business Associate.** Business Associate will provide mental health services at institutes of higher education, using the Depression Reduction Achieving Wellness (DRAW) program as outlined in the Kings County Mental Health Services Act (MHSA) Prevention and Early Intervention (PEI) program. Said services are set forth in the Scope of Work, attached to the Agreement as Exhibit A.

III. Responsibilities of Business Associate.

Business Associate agrees:

A. **Nondisclosure.** Not to use or disclose Protected Health Information (PHI) other than as permitted or required by this Agreement or as required by law.

B. **Safeguards.** To implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI, including electronic PHI, that it creates, receives, maintains, uses or transmits on behalf of County; and to prevent use or disclosure of PHI other than as provided for by this Agreement. Business Associate shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Business Associate's operations and the nature and scope of its activities, and which incorporates the requirements of section C, Security, below. Business Associate will provide County with its current and updated policies.

C. **Security.** The Business Associate shall take any and all steps necessary to ensure the continuous security of all computerized data systems containing County PHI.

These steps shall include, at a minimum:

1) Complying with all of the data system security precautions listed in the Business Associate Data Security Standards set forth in Attachment 1 to this Exhibit;

2) Security Officer. If the incident occurs after business hours or on a weekend or holiday and involves electronic PHI, notification shall be provided by calling the County ITSD Help Desk. Business Associate shall take:

i. Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment and

ii. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.

3) **Investigation of Breach.** To immediately investigate such security incident, breach, or unauthorized use or disclosure of PHI or confidential data. **Within seventy-two (72) hours of the discovery**, to notify the County:

i. What data elements were involved and the extent of the data involved in the breach,

ii. A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed PHI or confidential data,

iii. A description of where the PHI or confidential data is believed to have been improperly transmitted, sent, or utilized,

iv. A description of the probable causes of the improper use or disclosure; and

v. Whether Civil Code sections 1798.29 or 1798.82 or any other federal or state laws requiring individual notifications of breaches are triggered.

4) **Written Report.** To provide a written report of the investigation to the County under HIPAA within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall include, but not be limited to, the information specified above, as well as a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure.

5) **Notification of Individuals.** To notify individuals of the breach or unauthorized use or disclosure when notification is required under state or federal law and to pay any costs of such notifications, as well as any costs associated with the breach. The County shall approve the time, manner and content of any such notifications.

6) **County Contact Information.** To direct communications to the above referenced County staff, Business Associate shall initiate contact as indicated herein. County reserves the right to make changes to the contact information below by giving written notice to the Business Associate. Said changes shall not require an amendment to

this Exhibit or the Agreement to which it is incorporated.

County of Kings
Administration
Attn: Rebecca Campbell, CAO – HIPAA compliance officer
1400 W. Lacey Blvd., Bldg. 1
Hanford, California 93230
(559) 852-2589

D. ***Employee Training and Discipline.*** To train and use reasonable measures to ensure compliance with the requirements of this Exhibit by employees who assist in the performance of functions or activities on behalf of County under this Agreement and use or disclose PHI; and discipline such employees who intentionally violate any provisions of this Exhibit, including by termination of employment. In complying with the provisions of this section K, Business Associate shall observe the following requirements:

1) Business Associate shall provide information privacy and security training, at least annually, at its own expense, to all its employees who assist in the performance of functions or activities on behalf of County under this Agreement and use or disclose PHI.

2) Business Associate shall require each employee who receives information privacy and security training to sign a certification, indicating the employee's name and the date on which the training was completed.

3) Business Associate shall retain each employee's written certifications for County inspection for a period of six (6) years following contract termination.

IV. **Obligations of County.**

County agrees to:

A. ***Notice of Privacy Practices.*** Provide Business Associate with applicable and relevant Notice(s) of Privacy Practices that County HIPAA-covered healthcare components produce in accordance with 45 CFR 164.520, as well as any changes to such notice(s).

B. ***Permission by Individuals for Use and Disclosure of PHI.*** Provide the Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect the Business Associate's permitted or required uses and disclosures.

C. ***Notification of Restrictions.*** Notify the Business Associate of any

restriction to the use or disclosure of PHI that County has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of PHI.

D. ***Requests Conflicting with HIPAA Rules.*** Not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA regulations if done by County.

V. Audits, Inspection and Enforcement.

From time to time, County may inspect the facilities, systems, books and records of Business Associate to monitor compliance with this Agreement and this Exhibit. Business Associate shall promptly remedy any violation of any provision of this Exhibit and shall certify the same to the County Privacy Officer or the County Chief Information Security Officer in writing. The fact that County inspects, or fails to inspect, or has the right to inspect, Business Associate's facilities, systems and procedures does not relieve Business Associate of its responsibility to comply with this Exhibit, nor does County's:

A. Failure to detect or

B. Detection, but failure to notify Business Associate or require Business Associate's remediation of any unsatisfactory practices constitute acceptance of such practice or a waiver of County's enforcement rights under this Agreement and this Exhibit.

VI. Termination.

A. ***Termination for Cause.*** Upon County's knowledge of a material breach of this Exhibit by Business Associate, County shall:

1) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by County;

2) Immediately terminate this Agreement if Business Associate has breached a material term of this Exhibit and cure is not possible; or

3) If neither cure nor termination is feasible, report the violation to the Secretary of the U.S. Department of Health and Human Services.

B. ***Judicial or Administrative Proceedings.*** Business Associate will notify County if it is named as a defendant in a criminal proceeding for a violation of HIPAA. County may terminate this Agreement if Business Associate is found guilty of a criminal violation of HIPAA. County may terminate this Agreement if a finding or stipulation that the Business Associate has violated any standard or requirement of HIPAA, or other security or privacy laws is made in any administrative or civil proceeding in which the Business Associate is a party or has been joined.

C. ***Effect of Termination.*** Upon termination or expiration of this Agreement for any reason, Business Associate shall promptly return or destroy all PHI received from County (or created or received by Business Associate on behalf of County) that Business Associate still maintains in any form, and shall retain no copies of such PHI or, if return or destruction is not feasible, shall continue to extend the protections of this Exhibit to such information, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

VII. Miscellaneous Provisions.

A. ***Disclaimer.*** County makes no warranty or representation that compliance by Business Associate with this Exhibit, HIPAA or the HIPAA regulations will be adequate or satisfactory for Business Associate's own purposes or that any information in Business Associate's possession or control, or transmitted or received by Business Associate, is or will be secure from unauthorized use or disclosure. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.

B. ***Amendment.*** The parties acknowledge that federal and state laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Exhibit may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HIPAA regulations and other applicable laws relating to the security or privacy of PHI. Upon County's request, Business Associate agrees to promptly enter into negotiations with County concerning an amendment to this Exhibit embodying written assurances consistent with the standards and requirements of HIPAA, the HIPAA regulations or other applicable laws. County may terminate this Agreement upon thirty (30) days written notice in the event:

1) Business Associate does not promptly enter into negotiations to amend this Exhibit when requested by County pursuant to this Section or

2) Business Associate does not enter into an amendment providing assurances regarding the safeguarding and security of PHI that County, in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA and the HIPAA regulations.

C. ***Assistance in Litigation or Administrative Proceedings.*** Business Associate shall make itself and any subcontractors, employees, or agents assisting Business Associate in the performance of its obligations under this Agreement, available to County at no cost to County to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against County, its directors, officers or employees based upon claimed violation of HIPAA, the HIPAA regulations or other laws relating to security and privacy, which involves inactions or actions by the Business

Associate, except where Business Associate or its subcontractor, employee, or agent is a named adverse party.

D. ***No Third-Party Beneficiaries.*** Nothing express or implied in the terms and conditions of this Exhibit is intended to confer, nor shall anything herein confer, upon any person other than County or Business Associate and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.

E. ***Interpretation.*** The terms and conditions in this Exhibit shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HIPAA regulations and applicable state laws. The parties agree that any ambiguity in the terms and conditions of this Exhibit shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the HIPAA regulations.

F. ***Regulatory References.*** A reference in the terms and conditions of this Exhibit to a section in the HIPAA regulations means the section as in effect or as amended.

G. ***Survival.*** The respective rights and obligations of Business Associate under Section VII.C of this Exhibit shall survive the termination or expiration of this Agreement.

H. ***No Waiver of Obligations.*** No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

Attachment 1
Business Associate Data Security Standards

I. General Security Controls.

A. **Confidentiality Statement.** All persons that will be working with County PHI must sign a confidentiality statement. The statement must include at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to County PHI. The statement must be renewed annually. The Business Associate shall retain each person's written confidentiality statement for County inspection for a period of six (6) years following contract termination.

B. **Background Check.** Before a member of the Business Associate's workforce may access County PHI, Business Associate must conduct a thorough background check of that worker and evaluate the results to assure that there is no indication that the worker may present a risk for theft of confidential data. The Business Associate shall retain each workforce member's background check documentation for a period of three (3) years following contract termination.

C. **Workstation/Laptop Encryption.** All workstations and laptops that process and/or store County PHI must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. The encryption solution must be full disk unless approved by the County Information Security Office.

D. **Server Security.** Servers containing unencrypted County PHI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.

E. **Minimum Necessary.** Only the minimum necessary amount of County PHI required to perform necessary business functions may be copied, downloaded, or exported.

F. **Removable Media Devices.** All electronic files that contain County PHI data must be encrypted when stored on any removable media or portable device using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher.

G. **Antivirus Software.** All workstations, laptops and other systems that process and/or store County PHI must install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.

H. **Patch Management.** All workstations, laptops and other systems that process and/or store County PHI must have security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within thirty (30) days of vendor

release.

I. ***User IDs and Password Controls.*** All users must be issued a unique user name for accessing County PHI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password. Passwords are not to be shared. Must be at least eight characters. Must be a non-dictionary word. Must not be stored in readable format on the computer. Must be changed every sixty (60) days. Must be changed if revealed or compromised. Must be composed of characters from at least three of the following four groups from the standard keyboard:

- Upper case letters (A-Z)
- Lower case letters (a-z)
- Arabic numerals (0-9)
- Non-alphanumeric characters (punctuation symbols)

J. ***Data Sanitization.*** All County PHI must be sanitized using NIST Special Publication 800-88 standard methods for data sanitization when the County PSCI is no longer needed.

II. **System Security Controls.**

A. ***System Timeout.*** The system must provide an automatic timeout, requiring re-authentication of the user session after no more than five (5) minutes of inactivity.

B. ***Warning Banners.*** All systems containing County PHI must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only. User must be directed to log off the system if they do not agree with these requirements.

C. ***System Logging.*** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for County PHI, or which alters County PHI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If County PHI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least six (6) years after occurrence.

D. ***Access Controls.*** The system must use role based access controls for all user authentications, enforcing the principle of least privilege.

E. ***Transmission Encryption.*** All data transmissions of County PHI outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. Encryption can be end to end at the network level, or the data files containing County PHI can be encrypted. This requirement pertains to any type of County PHI in motion such as website access, file transfer, and E-Mail.

F. ***Intrusion Detection.*** All systems involved in accessing, holding, transporting, and protecting County PHI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

III. Audit Controls.

A. ***System Security Review.*** All systems processing and/or storing County PHI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews shall include vulnerability scanning tools.

B. ***Log Reviews.*** All systems processing and/or storing County PHI must have a routine procedure in place to review system logs for unauthorized access.

C. ***Change Control.*** All systems processing and/or storing County PHI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

IV. Business Continuity / Disaster Recovery Controls.

A. ***Disaster Recovery.*** Business Associate must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic County PHI in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than twenty-four (24) hours.

B. ***Data Backup Plan.*** Business Associate must have established documented procedures to back-up County PHI to maintain retrievable exact copies of County PHI. The plan must include a regular schedule for making back-ups, storing back-ups offsite, an inventory of back-up media, and the amount of time to restore County PHI should it be lost. At a minimum, the schedule must be a weekly full back-up and monthly offsite storage of County data.

V. Paper Document Controls.

A. ***Supervision of Data.*** County PHI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. County PHI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.

B. ***Escorting Visitors.*** Visitors to areas where County PHI is contained shall be escorted and County Protected Health Information shall be kept out of sight while visitors are in the area.

C. **Confidential Destruction.** County PHI must be disposed of through confidential means, using NIST Special Publication 800-88 standard methods for data sanitization when the County PSCI is no longer needed.

D. **Removal of Data.** County PHI must not be removed from the premises of the Business Associate except with express written permission of County.

E. **Faxing.** Faxes containing County PHI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending.

F. **Mailing.** County PHI shall only be mailed using secure methods. Large volume mailings of County Protected Health Information shall be by a secure, bonded courier with signature required on receipt. Disks and other transportable media sent through the mail must be encrypted with a County approved solution, such as a solution using a vendor product specified on the CSSI.

EXHIBIT C
ASSURANCES AND CERTIFICATIONS

Contractor hereby agrees that programs and services receiving financial assistance from and through the California Department of Health Care Services or Kings County Behavioral Health will be administered in accordance with the Health and Safety Code Sections 11750 *et seq.* and any other applicable state or federal requirements, including civil rights.

A. Contractor certifies and agrees that:

1. A working transition plan for services to persons with disabilities exists and is in use as defined in Title 9, Section 10800, *et seq.* of the California Code of Regulations (CCR).
2. All products, reports, preliminary findings, or data assembled or compiled by Contractor under this Agreement becomes the property of the State. The State reserves the right to authorize others to use or reproduce such materials.
3. All announcements of events, such as public meetings, hearings, or training courses, shall include a statement of advance notice for accommodations for any disabled, deaf, or hearing impaired individual.
4. Limited English Proficiency (LEP) - Contractor will take reasonable steps to ensure meaningful access to its programs, services, and information on the services the Contractor provides, free of charge. Additionally, the Contractor certifies that it has established and implemented as required by State DHCS, policies and procedures for language assistance services that provide LEP persons with meaningful access, i.e. oral interpretation services, bilingual staff, telephone interpreter lines, written language services, community volunteers, etc.
5. Sexual contact shall be prohibited between participants/clients and the treatment/recovery program staff, including members to the Board of Directors. Service Providers shall include this policy prohibition as part of an overall clients' rights statement given to the client at admission and shall include a statement in each employee personnel file that notes that the employee has read and understood the sexual contact prohibition. This policy shall remain in effect for six (6) months after a client is discharged from treatment services.

Contractor further agrees to establish a complaint policy and procedure which provides the following:

1. A procedure by which a person of any class of persons subjected to discrimination prohibited by Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 11135, *et seq.* of the California Government Code, or Title 9, Section 10800, *et seq.* of the California Code of Regulations may

individually or by a representative file a written complaint. The subject complaint will clearly state under which law the complaint is filed.

2. A statement advising individuals that complaints may be filed with the County or the U.S. Department of Health and Human Services' Office for Civil Rights ("OCR").
3. A statement advising individuals that in cases where the complaint is filed initially with the OCR, the OCR may elect to investigate the complaint or request that the Civil Rights Officer for the County conduct the investigation.
4. Within the time limits procedurally imposed, the complainant shall be advised in writing as to the findings regarding the alleged complaint. In the same written notice, the complainant shall be advised that if he/she is not satisfied with the decision, an appeal may be filed with the U.S. Department of Health and Human Services' Office for Civil Rights.
5. Maintenance of records regarding:
 - (a) number of complaints filed;
 - (b) the nature of the complaint;
 - (c) the validity of the complaint; and
 - (d) corrective action taken.

Contractor shall adhere to the confidentiality of patient records as specified under State, Federal, and local laws, including, but not limited to, Title 45 of the Code of Federal Regulations, Parts 80 and 84, Title VI of the Civil Rights Act of 1964, and the privacy requirements of the "Privacy Rule" (HIPAA) promulgated by the U.S. Department Health and Human Services at Title 45 of the Code of Federal Regulations, sections 160 through 164. Nothing in this paragraph shall preclude the parties from subsequently entering into a Business Associate Agreement if required by the Privacy Rule.

Drug-Free Workplace Government Code Section 8355

Contractor agrees that all program contractors of services receiving funds from and through the State Department of Health Care Services will provide an alcohol/drug free workplace by doing all of the following:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person or organization's workplace and specifying the actions that will be taken against employees for violations of said prohibition.
2. Establishing a drug-free awareness program to inform employees about all of the following:

- a. The dangers of drug abuse in the workplace;
 - b. The person or organization’s policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs;
 - d. The penalties that may be imposed upon employees for drug abuse violations.
3. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the company’s drug-free policy statement and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement. [Chapter 5.5 Section 8350 to Division 1 of Title 2 of the Government Code.]

BY: _____



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM November 10, 2020

SUBMITTED BY: Public Works Department – Kevin McAlister/Dominic Tyburski
SUBJECT: FY 19-20 SENATE BILL-1 FUNDED KINGS COUNTY ROADWAY
IMPROVEMENT PROJECT – CONSTRUCTION INSPECTION

SUMMARY:

Overview:

On October 27, 2020, your Board awarded the subject construction project to Granite Construction Company, Inc. to improve approximately 17.62 miles of roadway throughout the County. In order to complete this work, it is necessary to hire a construction inspector. Public Works has chosen NV5, Inc. through the Request for Proposal (RFP) process to complete this work. Staff ranked all proposals submitted, with NV5, Inc. earning the top rank based on their project understanding, professional presentation, and previous success with similar work.

Recommendation:

- a) Award the professional services agreement for construction inspection to NV5, Inc. for the Senate Bill-1 funded Kings County Roadway Improvement Project; and
- b) Authorize the Chairman to sign the professional services agreement; and
- c) Authorize the Public Works Director or the Chief Engineer to approve additional costs up to ten percent of the contract amount.

Fiscal Impact:

This project will not impact the General Fund as construction is fully funded with SB-1 transportation revenues. The surveying contract amount is \$47,000 as shown in the Adopted Fiscal Year 2020-2021 Budget, in Budget Unit 311000, Account 82223135 (Supplies & Materials).

BACKGROUND:

SB-1 was a transportation investment to rebuild California by providing funding to repair streets, highways, and bridges in communities across the State. Kings County has received a significant influx of new revenue to invest in the local road system from SB-1, which was enacted on April 28, 2017. This measure was in response

(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

SENATE BILL-1 FUNDED KINGS COUNTY ROADWAY IMPROVEMENT PROJECT

November 10, 2020

Page 2 of 2

to California's significant funding shortfall to maintain the State's multimodal transportation network. SB-1 provides for inflationary adjustments so that the purchasing power of the revenue does not diminish as it has in the past. The bill prioritizes funding towards maintenance, rehabilitation, and safety improvements on State highways, local streets and roads, and bridges to improve trade corridors, transit, and active transportation facilities. Other eligible uses include traffic signals and drainage improvements. County roads will also be eligible to compete for additional funding for active transportation and congested corridor projects.

County Counsel has reviewed and approved the professional services agreement to form.

PROFESSIONAL SERVICES AGREEMENT



Construction Inspection

**COUNTY OF KINGS
INSPECTION SERVICES FOR RFP # 2020-53**

November 10, 2020

ISSUED BY:

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

COUNTY OF KINGS

AGREEMENT FOR SERVICES

THIS AGREEMENT is made and entered into as of the ____ day of _____, 2020, by and between the County of Kings, a political subdivision of the State of California (hereinafter “County”) and NV5 Inc., a California corporation (hereinafter “Contractor”).

RECITALS

WHEREAS, County requires Construction Inspection services on multiple roads; and

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

NOW, THEREFORE, the parties mutually agree as follows:

1. SCOPE OF SERVICES

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

2. RESPONSIBILITIES OF CONTRACTOR

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

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

3. COMPENSATION

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

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

Upon submission of an invoice by Contractor, and upon approval of County’s representative, County shall pay Contractor monthly in arrears, up to the maximum amount

provided for in Section 3. Each invoice must include a description of services rendered, to whom, date of service and the charges according to the agreed upon method.

4. TERM

This Agreement shall remain in full force and effect until both parties have completed performance or the Agreement is otherwise terminated in accordance with its terms.

5. RECORDS AND INSPECTIONS.

Contractor shall maintain full, complete, and accurate records with respect to all matters covered under this Agreement. All such records shall be prepared in accordance with generally accepted accounting procedures, shall be clearly identified, and shall be kept readily accessible. County shall have free access during normal work hours to such records and the right to examine, inspect, copy, or audit them, at no cost to County. Records shall be maintained for seven (7) years after the termination of this Agreement or any extension of this Agreement.

6. AMENDMENTS

This Agreement may be modified only by a written amendment signed by Contractor and County Board of Supervisors or other representative authorized by County Board of Supervisors.

7. TERMINATION

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

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

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

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

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

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

8. INSURANCE

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

1. Commercial General Liability. Two Million Dollars (\$2,000,000) per occurrence and Five Million Dollars (\$5,000,000) annual aggregate covering bodily injury, personal injury and property damage. County and its officers, employees and agents shall be endorsed to above policies as additional insured, using ISO form CG 20 26 or an alternate form that is at least as broad as form CG 20 26, as to any liability arising from the performance of this Agreement.

2. Automobile Liability. Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than Five Hundred Thousand Dollars (\$500,000) per person, One Million Dollars (\$1,000,000) per accident and for property damages not less than One Hundred Thousand Dollars (\$100,000), or such coverage with a combined single limit of One Million Dollars (\$1,000,000). Coverage should include owned and non-owned vehicles used in connection with this Agreement.

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

4. Professional Liability. One Million Dollars (\$1,000,000) limit per occurrence or claim and Three Million Dollars (\$3,000,000) annual aggregate limit covering Contractor's wrongful acts, errors and omissions.

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

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

9. INDEMNIFICATION

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

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

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

D. These indemnification obligations shall survive the termination of this Agreement as to any act, omission, fault or negligence occurring during this Agreement or any

extension of this Agreement. The County's rights to indemnification are in addition to and shall not limit any other rights or remedies that County may have under law or this Agreement.

10. INDEPENDENT CONTRACTOR

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

11. COMPLIANCE WITH LAW

Contractor shall comply with all federal, state and local laws and regulations applicable to its performance including, but limited to, Government Code section 8350 *et seq.* regarding a drug free workplace and all health and safety standards set forth by the State of California and County.

12. CONFIDENTIALITY

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

13. CONFLICT OF INTEREST

Contractor warrants that its employees or their immediate families or Board of Directors or officers have no financial interest, including, but not limited to, other projects or independent contracts, and shall not acquire any financial interest, direct or indirect, which conflicts with the rendering of services under this Agreement. Contractor shall employ or retain no such person while rendering services under this Agreement. Services rendered by Contractor's associates or employees shall not relieve Contractor from personal responsibility under this clause. Contractor has an affirmative duty to disclose to County in writing the name(s) of any person(s) who have an actual, potential or apparent conflict of interest.

14. NONDISCRIMINATION

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

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

15. SUBCONTRACTORS

Services under this Agreement are deemed to be personal services. Contractor warrants that it has not and it shall not subcontract any work under this Agreement without the prior written consent of County subject to any required state or federal approval.

16. ASSIGNMENT

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

17. UNFORESEEN CIRCUMSTANCES

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

18. OWNERSHIP OF DOCUMENTS

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

19. NOTICE

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

COUNTY:
COUNTY OF KINGS
1400 W. LACEY BLVD. BLDG. 6
HANFORD, CA. 93230

CONTRACTOR:
NV5 INC.,
2109 W. BULLARD AVE.
SUITE 145
FRESNO, CA 93711

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

20. CHOICE OF LAW

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

21. SEVERABILITY

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

22. SURVIVAL

The following sections shall survive the termination of this Agreement: Section 5 Records and Inspections, Section 8 Insurance, Section 9 Indemnification, Section 11 Compliance with Law, and Section 12 Confidentiality.

23. NO THIRD PARTY BENEFICIARIES.

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

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

This Agreement, including its Recitals and Exhibits which are fully incorporated into and are integral parts of this Agreement, constitutes the entire agreement between the parties and

there are no inducements, promises, terms, conditions or obligations made or entered into by County or Contractor other than those contained herein.

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

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

25. GENERAL PROVISIONS

The provisions set forth in Sections 1 through 26 of this Agreement, including indemnity and insurance requirements, are deemed "General Provisions". In the event of any conflict between the General Provisions and any terms or conditions of any document prepared or provided by Contractor and made a part of this Agreement, including without limitation any document relating to the scope of services or payment therefor, the General Provisions control over those terms or conditions.

26. AUTHORITY

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

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

COUNTY OF KINGS

NV5, Inc.

By: _____
Doug Verboon, Chairman
Kings County Board of Supervisors

By: _____
Jeff Pallesen, P.E.
Vice President of Operations
Principal-in-charge

By: _____
Catherine Venturella
Clerk of the Board

Approved and Endorsements Received:

Sande Huddleston

Approved and Endorsements Received:

Cindy Crose Kliever
Deputy County Counsel

Exhibits/Attachments:

Exhibit A: Scope of Work/Fees

Cost Proposal for Inspection Services- FY 19/20, SB1-Funded Roadway Improvement Project Prepared for County of Kings

Description	Construction Inspector (Lowest Rate)	Construction Inspector (Highest Rate)	Construction Inspector, Average Rate of All Proposed Inspectors
TASK 1: PRE-CONSTRUCTION PHASE			
1.1 Review Project Documents	8	8	8
1.2 Pre-construction Photos & Videos	0	0	0
1.3 Pre-Construction Meeting	2	2	2
Man Hour Total	10	10	10
Hourly Rate Charge (1)	\$168.75	\$196.04	\$182.40
Total Fees	\$1,687.50	\$1,960.40	\$1,823.95
TASK 2: CONSTRUCTION PHASE - 30 WD Early Completion Schedule			
2.1 Field Inspection and Daily Reporting	230	230	230
2.4 Attend Progress Meetings	8	8	8
2.5 Attend Pre-Paving Meetings	2	2	2
Man Hour Total	240	240	240
Hourly Rate Charge (1)	\$168.75	\$196.04	\$182.40
Total Fees	\$40,500.00	\$47,049.60	\$43,774.80
TASK 3: POST-CONSTRUCTION PHASE			
3.1 Final Inspection & Punch-List Inspections	2	2	2
3.2 Project Close-Out Support	6	6	6
Man Hour Total	8	8	8
Hourly Rate Charge (1)	\$168.75	\$196.04	\$182.40
Total Fees	\$1,350.00	\$1,568.32	\$1,459.16
Man Hour Total	258	258	258
Total Fees Tasks 1 - 3	\$43,537.50	\$50,578.32	\$47,057.91

SUMMARY*

Lowest Estimated Cost	\$43,537.50
Highest Estimated Cost	\$50,578.32
Average Estimated Cost	\$47,057.91

* Cost Depends on Prevailing Wage Rate of Selected Inspector

Notes and Assumptions:

- NV5 employees hourly rates include overhead, profit, safety equipment, vehicles, inspector laptops, and cell phones.
- Cost proposal is based on an average of 8-hour shifts according to the Caltrans 5-Day Working Calendar. Overtime hours will be paid in accordance with applicable labor law and prevailing wage rates.
- Adjustments to this estimate may be required if the actual schedule requires more or less construction management services than proposed.
- This cost estimate is based on the early Completion within 30 working days. Time extensions may result in additional construction management costs.
- This estimate is based the County's request for inspection services of key work items only and the specific scope of work in the County of King's Request for Proposals.
- Classifications requiring prevailing wage are subject to provisions of DIR Determination.
- This estimate assumes that one inspector, only, would be required to staff the project.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM November 10, 2020

SUBMITTED BY: Public Works Department – Kevin McAlister/Dominic Tyburski

SUBJECT: FY 19-20 SENATE BILL-1 FUNDED KINGS COUNTY ROADWAY IMPROVEMENT PROJECT - SURVEYING

SUMMARY:

Overview:

On October 27, 2020, your Board awarded the subject construction project to Granite Construction Company, Inc. to improve approximately 17.62 miles of roadway throughout the County. In order to complete this work, it is necessary to hire a land surveyor to reestablish monuments on roadway segments receiving an Asphalt Concrete overlay. Public Works has chosen Bedrock Engineering through the Request for Proposal (RFP) process to complete this work. Staff ranked all proposals submitted, with Bedrock Engineering earning the top rank based on their project understanding, professional presentation, and previous success with similar work.

Recommendation:

- a) Award the professional services agreement for surveying to Bedrock Engineering for the Senate Bill-1 funded Kings County Roadway Improvement Project;
- b) Authorize the Chairman to sign the professional services agreement; and
- c) Authorize the Public Works Director or the Chief Engineer to approve additional costs up to ten percent of the contract amount.

Fiscal Impact:

This project will not impact the General Fund as construction is fully funded with SB-1 transportation revenues. The surveying contract amount is \$80,000 as shown in the Adopted Fiscal Year 2020-2021 Budget, in Budget Unit 311000, Account 82223135 (Supplies & Materials).

BACKGROUND:

SB-1 was a transportation investment to rebuild California by providing funding to repair streets, highways, and bridges in communities across the State. Kings County has received a significant influx of new revenue 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

SENATE BILL-1 FUNDED KINGS COUNTY ROADWAY IMPROVEMENT PROJECT

November 10, 2020

Page 2 of 2

invest in the local road system from SB-1, which was enacted on April 28, 2017. This measure was in response to California's significant funding shortfall to maintain the State's multimodal transportation network. SB-1 provides for inflationary adjustments so that the purchasing power of the revenue does not diminish as it has in the past. The bill prioritizes funding towards maintenance, rehabilitation, and safety improvements on State highways, local streets and roads, and bridges to improve trade corridors, transit, and active transportation facilities. Other eligible uses include traffic signals and drainage improvements. County roads will also be eligible to compete for additional funding for active transportation and congested corridor projects.

County Counsel has reviewed and approved the professional services agreement to form.

PROFESSIONAL SERVICES AGREEMENT



SURVEYING

**COUNTY OF KINGS
SURVEYING SERVICES FOR RFP # 2020-54**

November 10, 2020

ISSUED BY:

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

COUNTY OF KINGS

AGREEMENT FOR SERVICES

THIS AGREEMENT is made and entered into as of the ____ day of _____, 2020, by and between the County of Kings, a political subdivision of the State of California (hereinafter “County”) and Bedrock Engineering, Inc., a California corporation (hereinafter “Contractor”).

RECITALS

WHEREAS, County requires Surveying services on multiple roads; and

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

NOW, THEREFORE, the parties mutually agree as follows:

1. SCOPE OF SERVICES

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

2. RESPONSIBILITIES OF CONTRACTOR

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

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

3. COMPENSATION

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

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

Upon submission of an invoice by Contractor, and upon approval of County’s representative, County shall pay Contractor monthly in arrears, up to the maximum amount

provided for in Section 3. Each invoice must include a description of services rendered, to whom, date of service and the charges according to the agreed upon method.

4. TERM

This Agreement shall remain in full force and effect until both parties have completed performance or the Agreement is otherwise terminated in accordance with its terms.

5. RECORDS AND INSPECTIONS.

Contractor shall maintain full, complete, and accurate records with respect to all matters covered under this Agreement. All such records shall be prepared in accordance with generally accepted accounting procedures, shall be clearly identified, and shall be kept readily accessible. County shall have free access during normal work hours to such records and the right to examine, inspect, copy, or audit them, at no cost to County. Records shall be maintained for seven (7) years after the termination of this Agreement or any extension of this Agreement.

6. AMENDMENTS

This Agreement may be modified only by a written amendment signed by Contractor and County Board of Supervisors or other representative authorized by County Board of Supervisors.

7. TERMINATION

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

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

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

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

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

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

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

1. Commercial General Liability. Two Million Dollars (\$2,000,000) per occurrence and Five Million Dollars (\$5,000,000) annual aggregate covering bodily injury, personal injury and property damage. County and its officers, employees and agents shall be endorsed to above policies as additional insured, using ISO form CG 20 26 or an alternate form that is at least as broad as form CG 20 26, as to any liability arising from the performance of this Agreement.

2. Automobile Liability. Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than Five Hundred Thousand Dollars (\$500,000) per person, One Million Dollars (\$1,000,000) per accident and for property damages not less than One Hundred Thousand Dollars (\$100,000), or such coverage with a combined single limit of One Million Dollars (\$1,000,000). Coverage should include owned and non-owned vehicles used in connection with this Agreement.

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

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

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

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1400 W. LACEY BLVD. BLDG. 6
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CONTRACTOR:
BEDROCK ENGINEERING, INC.
P.O. BOX 25783
FRESNO, CA 93729

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The following sections shall survive the termination of this Agreement: Section 5 Records and Inspections, Section 8 Insurance, Section 9 Indemnification, Section 11 Compliance with Law, and Section 12 Confidentiality.

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The parties agree that each party had had an opportunity to review this Agreement and consult with legal counsel and it is expressly agreed and understood that the rule stated in Civil

Code section 1654, that ambiguities in a contract should be construed against the drafter, shall have no application to the construction of the Agreement.

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

25. GENERAL PROVISIONS

The provisions set forth in Sections 1 through 26 of this Agreement, including indemnity and insurance requirements, are deemed “General Provisions”. In the event of any conflict between the General Provisions and any terms or conditions of any document prepared or provided by Contractor and made a part of this Agreement, including without limitation any document relating to the scope of services or payment therefor, the General Provisions control over those terms or conditions.

26. AUTHORITY

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

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

COUNTY OF KINGS

Bedrock Engineering, Inc.

By: _____
Doug Verboon, Chairman
Kings County Board of Supervisors

By: _____
Michael S. Hartley, PLS
President

By: _____
Catherine Venturella
Clerk of the Board

Approved and Endorsements Received:

Sande Huddleston

Approved and Endorsements Received:

Cindy Crose Kliever
Deputy County Counsel

Exhibits/Attachments:

Exhibit A: Scope of Work/Fees



Physical: 10878 Highway 41, Madera, CA 93636
Mailing: P.O. Box 25783, Fresno, CA 93729
559.645.4849 fax: 559.645.4869
www.bedrockeng.com

October 22, 2020

BRE Project #20-5712

Mr. Dominic Tyburski, P.E.
Kings County – Chief Engineer
1400 W. Lacey Boulevard
Public Works Department – Building 6
Hanford, CA 93230

Re: RFP for: FY19-20 SB-1 Funded Kings County Roadway Improvements (Revision1)

Mr. Tyburski:

Thank you for the opportunity to provide a proposal for land surveying services on the above referenced project. Separately submitted is our statement of qualifications which includes our proposed scope of services. Attached is an itemization of our proposed fee. I have also included our hourly fee schedule in case additional services are requested.

We are enthusiastic about the opportunity to provide services for this project, and we look forward to a favorable response to our proposal. If you have any questions or concerns, or if you need any additional information, please contact me.

Best Regards,

A handwritten signature in cursive script, appearing to read "Mike Hartley".

Michael S. Hartley, PLS 7077
President, Bedrock Engineering, Inc.
Email: mike@bedrockeng.com



Physical: 10878 Highway 41, Madera, CA 93636
 Mailing: P.O. Box 25783, Fresno, CA 93729
 559.645.4849 fax: 559.645.4869
 www.bedrockeng.com

October 22, 2020

BRE Project #20-5712

**PROPOSAL FOR MONUMENT PRESERVATION (REV1):
 FY19-20 SB-1 Funded Kings County Roadway Improvements**

FIELD WORK (2 person crew):

Pre-Construction:

- 1) Locate and verify ties to existing survey monuments (32 monuments: 1.5 hrs each @ \$375/hr) \$18,000.00
- 2) Set additional ties when needed (32 monuments: 0.5 hrs each @ \$375/hr) \$6,000.00

Construction:

- 1) Set four 5 foot offsets for each proposed monument (32 monuments: 0.75 hr each @ \$375/hr) \$9,000.00

Post-Construction:

- 1) Verify placement of each monument; stamp marker (32 monuments: 0.75 hr each @ \$375/hr) \$9,000.00

OFFICE WORK:

Pre-Construction:

- 1) Prepare pre-construction corner records; file w/ Kings County (32 mons: 4 hrs each @ \$150/hr) \$19,200.00
- 2) Project coordination with Kings County and Bedrock staff (10 hrs @ \$160/hr) \$1,600.00

Construction:

- 1) Project coordination with Kings County and Bedrock staff (10 hrs @ \$160/hr) \$1,600.00

Post-Construction:

- 1) Prepare post-construction corner records; file w/ Kings County (32 mons: 1.5 hrs ea @ \$150/hr) \$7,200.00
- 2) Project coordination with Kings County and Bedrock staff (5 hrs @ \$160/hr) \$800.00

EXPENSES:

Survey Supplies and Mileage \$7,600.00

Copies of recorded documents and maps; printing costs included

TOTAL COST \$80,000.00

Notes:

1. Proposed costs are good for 30 days from the date of issue noted above.
2. The total cost of this proposal is a lump sum amount based on a total of 32 monuments being preserved. Time for thorough research and a field inspection to ascertain whether additional monuments may have been missed in Kings County's original list is not included within the proposed lump sum. Monument preservation efforts for each additional monument beyond the 32, if any, would be done for \$3000 per monument (inclusive of field/office time and expenses) if an existing corner record is on file and \$4200 per monument (inclusive of field/office time and expenses) if no corner record is on file.
3. Extra work, if required, will be completed on a separately negotiated lump sum basis or on a "time & materials" basis according to the attached fee schedule. No extra work will be performed without written authorization from the client.
4. Addendum 1 has been received and any associated costs have been incorporated into this proposal.
5. Payment of Kings County prevailing wage rates is included in this proposal.



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October 22, 2020

BRE Project #20-5712

FEE SCHEDULE FOR LAND SURVEYING AND CIVIL ENGINEERING SERVICES

EMPLOYEE CLASSIFICATION HOURLY RATE

Principal Civil Engineer / Principal Land Surveyor	\$160.00
Registered Civil Engineer / Planning Consultant / Professional Land Surveyor	\$150.00
Engineering / Land Surveying Technician	\$125.00
Administrative Assistant / Clerical	\$ 80.00
Principal Expert Witness Testimony	\$300.00

FIELD CREW (normal rate and non-prevailing wage) HOURLY RATE

One-person crew with robotic total station	\$150.00
One-person crew with GPS total station	\$170.00
One-person crew with GPR and electromagnetic pipe & cable locator	\$150.00
Each additional crew member	\$125.00
Mobilization fee (per trip; based on project location)	TBD

FIELD CREW (prevailing wage in all counties) HOURLY RATE

One-person crew with robotic total station	\$200.00
One-person crew with GPS total station	\$220.00
Each additional crew member	\$175.00
Mobilization fee (per trip; based on project location)	TBD

EXPENSES & DAILY FEES RATE

Digital Level	\$75.00 per day
Sonar Equipment	\$150.00 per day
Hydrone (if needed for sonar)	\$250.00 per day
Quad	\$200.00 per day
Faro X330 or Riegl Z390i laser scanner	\$1000.00 per day
Plotting and reproduction services	Direct cost + 15%
Transportation	\$0.75 per mile
Lodging and meals	Direct cost + 15%
Postage	Direct cost + 15%
Subconsultants	Direct cost + 10%

OVERTIME RATE	Selected Rate x 30%
DOUBLE-TIME RATE	Selected Rate x 60%

Rates are effective July 1, 2019 and are subject to periodic revision.

Note:
Extra work, if required, will be completed on a separately negotiated lump sum basis or on a "time and materials" basis according to this fee schedule. This note is included in order to satisfy the California Department of Consumer Affairs' contract requirements for professional engineers and land surveyors. No extra work will be performed without written authorization from the client.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM November 10, 2020

SUBMITTED BY: Public Works – Kevin McAlister/Jim Henderson

SUBJECT: BUILDING AUTOMATION SYSTEM UPGRADE

SUMMARY:

Overview:

The Public Works Department recommends the County acquire the services of EMCOR Mesa Energy Systems to upgrade the County's existing Building Automation System (Andover Continuum).

Recommendation:

Approve an Agreement with EMCOR Mesa Energy Systems for the upgrade of the County's Building Automation System.

Fiscal Impact:

This project is in Capital Outlay for the Fiscal Year 2020-2021. Funds will be paid out of Capital Outlay Budget Unit 700000/Account 94000. The amount of the contract is \$242,857.

BACKGROUND:

The Building Automation System (Andover Continuum) for the Kings County Government Center has become outdated due to the Windows 10 upgrade. Microsoft does not support Windows 7 any longer, and the Kings County Information Technology Department will only operate supported systems on the County network. Our existing system is a proprietary, custom design, which was built by EMCOR Mesa Energy Systems and installed over 15 years ago. EMCOR has maintained this system and made any necessary repairs and/or managed the programming. This system controls the Kings Government Center's HVAC system, chillers, boilers, and parking lot lights. EMCOR Mesa Energy Systems is the Central California product representative for this proprietary system. Staff has received extensive training and is familiar with Andover Continuum. The County Purchasing Division has reviewed and approved as to form a sole source justification. The work under this

(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

BUILDING AUTOMATION SYSTEM UPGRADE

November 10, 2020

Page 2 of 2

agreement includes upgraded equipment, on site labor to install and connect the upgraded equipment, and off site labor to provide and install new programming to allow the system to function with the new software upgrades. This project was approved by your Board in the fiscal year 2019-2020 and was to be completed in two phases. Due to complications, the first phase was not able to be started. This budget year 2020-2021, your Board approved the funds in Capital Projects to complete this in one phase.

County Counsel has reviewed and approved this agreement as to form.

PAGE: 1 of 6 DATE: 10/5/2020

ATTENTION: Jim Henderson EMAIL: jim.henderson@co.kings.ca.us

COMPANY: County of Kings

FROM: Clint Petty

SUBJECT: County of Kings | Continuum Upgrade Proposal

Dear Jim Henderson:

EMCOR Mesa Energy Systems is pleased to present this proposal to install DDC HVAC controls for the Continuum Upgrade.

This project was bid in accordance with the following:

- Database backups

Continuum Upgrade

The following items are specifically included in this proposal:

Item	Quantity	Description
1.	25	Supervisory Control Panel <ul style="list-style-type: none"> • Utilize existing enclosure where the existing BCX controller resides • Reuse the existing IP address for that controller and use it in the new controller • Provision and installation of the following: <ul style="list-style-type: none"> ○ Schneider Electric Automation Server ○ Schneider Electric Power Supply • Conversion of each database from Continuum to EcoStruxure • List of current BCX controllers: <ul style="list-style-type: none"> ○ Administration Building <ul style="list-style-type: none"> ▪ Serial Number 2777659 ▪ IP Address 10.210.1.111 ○ Municipal Court <ul style="list-style-type: none"> ▪ Serial Number 2776040 ▪ IP Address 10.210.1.112 ○ Superior Court <ul style="list-style-type: none"> ▪ Serial Number 2776872 ▪ IP Address 10.42.1.21 ○ Law Building

SAN DIEGO ● IRVINE ● SAN FERNANDO VALLEY / VENTURA ● BAKERSFIELD ● FRESNO ● SACRAMENTO ● SANTA MARIA
 ● SAN FRANCISCO ● PHOENIX ● LAS VEGAS ● RENO



		<ul style="list-style-type: none"> <ul style="list-style-type: none"> ▪ Serial Number 2777647 ▪ IP Address 10.210.1.114 ○ Central Services <ul style="list-style-type: none"> ▪ Serial Number 2776852 ▪ IP Address 10.210.1.115 ○ Engineering <ul style="list-style-type: none"> ▪ Serial Number 2776861 ▪ IP Address 10.210.1.116 ○ Finance <ul style="list-style-type: none"> ▪ Serial Number 2777644 ▪ IP Address 10.210.1.117 ○ Human Services <ul style="list-style-type: none"> ▪ Serial Number 2777815 ▪ IP Address 10.210.1.118 ○ Family Children <ul style="list-style-type: none"> ▪ Serial Number 5164599 ▪ IP Address 10.22.1.10 ○ Sheriff Jail <ul style="list-style-type: none"> ▪ Serial Number 2868261 ▪ IP Address 10.210.1.145 ○ Morgue <ul style="list-style-type: none"> ▪ Serial Number 4138032 ▪ IP Address 10.210.1.141 ○ Jail Pod A <ul style="list-style-type: none"> ▪ Serial Number 5030691 ▪ IP Address 10.83.1.50 ○ Jail Pod B <ul style="list-style-type: none"> ▪ Serial Number 5049180 ▪ IP Address 10.83.1.51 ○ Juvenile Academy <ul style="list-style-type: none"> ▪ Serial Number 2777682 ▪ IP Address 10.210.1.130 ○ Agriculture <ul style="list-style-type: none"> ▪ Serial Number 2777654 ▪ IP Address 10.210.1.131 ○ Superior Court Annex <ul style="list-style-type: none"> ▪ Serial Number 1807446 ▪ IP Address 10.210.1.133 ○ Library <ul style="list-style-type: none"> ▪ Serial Number 2738504 ▪ IP Address 10.210.1.1336 ○ Central Plant <ul style="list-style-type: none"> ▪ Serial Number 2945537 ▪ IP Address 10.210.1.137 ○ Central Plant MB <ul style="list-style-type: none"> ▪ Serial Number 2809538 ▪ IP Address 10.210.1.138 ○ Health Admin <ul style="list-style-type: none"> ▪ Serial Number 3693698 ▪ IP Address 10.210.40 ○ New Jail North <ul style="list-style-type: none"> ▪ Serial Number 5104737 ▪ IP Address 10.210.1.142
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Client Initials _____

		<ul style="list-style-type: none"> ○ New Jail South <ul style="list-style-type: none"> ▪ Serial Number 5104838 ▪ IP Address 10.210.1.143 ○ New Jail K <ul style="list-style-type: none"> ▪ Serial Number 5165507 ▪ IP Address 10.210.1.148 ○ New Jail East <ul style="list-style-type: none"> ▪ Serial Number 5167155 ▪ IP Address 10.210.1.149 ○ HAS Building 12 <ul style="list-style-type: none"> ▪ Serial Number 5167155 ▪ IP Address 10.210.1.119
2.	1	Automation Server <ul style="list-style-type: none"> ● Provision and installation of new Schneider Electric EcoStruxure Server ● All necessary licensing for a complete installation ● County of Kings IT personnel to provide and setup a virtual server

Engineering and General Labor

<u>Item</u>	<u>Quantity</u>	<u>Description</u>
1.	Lot	Conduit and Wiring <ul style="list-style-type: none"> ● Wiring in walls or in mechanical rooms, janitor rooms or storage rooms shall be in conduit and final connection will be flexible conduit ● Conduit above roofs shall be rigid galvanized steel conduit and final connections will be seal-tite flexible conduit ● Conduit shall be used where access is limited ● Wiring in accessible attics shall be ran in plenum-rated wire ● BACnet above grade cabling shall be blue 24 gauge 2 conductor shielded ● BACnet below grade cabling shall be underground rated 24 gauge 2 conductor shielded ● Analog inputs wire shall be blue 18 gauge 2 conductor shielded ● Analog outputs w/ power wire shall be pink 18 gauge 4 conductor shielded ● Analog outputs w/o power wire shall be green 18 gauge 3 conductor shielded ● Digital inputs wire shall be purple 18 gauge 2 conductor non-shielded ● Digital outputs wire shall be white 18 gauge 2 conductor non-shielded ● Sylk buss communication wire shall be yellow 22 gauge 2 conductor non-shielded
2.	Lot	Controls startup and testing support, and miscellaneous includes the following: <ul style="list-style-type: none"> ● Coordination with design team and mechanical contractor ● Engineered application control flow diagrams ● Specific control wiring diagrams to each piece of mechanical equipment ● Point(s) list, to reflect actual mechanical equipment being purchased by the mechanical contractor ● LAN architecture to reflect communication routing from device to device ● As-builts of all submittal-grade drawing package to reflect the installation ● Controls submittal package for all control hardware and devices to be reviewed and approved ● Final operations and maintenance package ● All programming to facilitate and implement the sequence of operations ● Control system point-to-point system startup for the new components installed ● Commissioning of the system of the new components

		<ul style="list-style-type: none"> • Alarming and trending • Equipment graphics • Setting up schedules • Customer training • One (1) year warranty
3.	Lot	Project management including attendance at any required design, coordination, and construction meetings.

Continuum Upgrade Price:

The total net price: \$ 242,857.00

Exclusions:

This proposal specifically excludes the following items:

1. Mechanical equipment startup.
2. Assuming all equipment is functional.
3. Any and all new controllers or end devices other than what is stated above.
4. Any and all work associated with the duct collection system. System to be installed and wired by Division 26.
5. Provisions or installation of any and all communication cards.
6. Provisions or installation of any and all VFD's.
7. Provision or installation of any line voltage, motor starters, contactors, or disconnect switches.
 - a. Provisions or installation of duct smoke detectors. Shutdown interlock wiring to VFD by Division 26.
 - b. Provisions or installation of any fire alarm wiring or addressable input/output modules.
 - c. Provisions or installation of wiring for fire/smoke dampers (FSD), including actuator assemblies and associated mounting, power, actuators, interlock wiring or operation of damper assemblies.
 - d. All circuits needed for temperature controls panels provided by Division 26.
8. Provision or installation of calibrated balancing and automatic flow valves.
9. Provision or installation of any and all dampers.
10. Provision or installation of any and all access panels.
11. Any and all Ethernet and fiber cabling for Network Controllers.
12. Provisions or installation of lighting controls.
13. All cutting, caulking, coring, patching, painting, roofing, etc. including penetrations through roof and floors.
14. All fire stopping and caulking.
15. All permits and fees.
16. Contract or payment bond.
 - a. We are bondable, but this is not required of the project, therefore is not included in our pricing above.
17. Anything not covered in the above breakout.

EMCOR Mesa Energy Systems appreciates the opportunity to present this proposal and looks forward to working with you on this project.

Should you have any questions, or if I can be of further assistance, please feel free to call.
 Sincerely,

Client Initials _____

EMCOR / Mesa Energy Systems



Clint Petty
Automation Operations Manager

Note: This price is valid for 30 days from date of issuance. Should this proposal expire, a revised proposal can be provided upon request.

Terms and Conditions:

- A. Unless stated otherwise in this agreement, services provided under this agreement will be performed during normal working hours of 7 a.m. to 5 p.m., Monday through Friday.
- B. The guarantees and services provided under the scope of this agreement are conditioned upon **County of Kings** operating and maintaining systems/equipment. **County of Kings** will do so in accordance to industry-accepted practices, or in consideration of our recommendations.
- C. **County of Kings** will provide and permit reasonable access to all areas where work is to be performed. EMCOR Service will be allowed to start and stop equipment as necessary to perform its services and be permitted use of existing facilities and building services.
- D. Any repairs or services resulting from power failures, freezing, roof leaks through curbs or equipment, or air side corrosion will be paid for by the **County of Kings** in accordance with EMCOR Service's currently established rates.
- E. The agreement does not include responsibility for system design deficiencies, such as, but not limited to poor air distribution, water flow imbalances, system equipment and component obsolescence, electrical failures, unserviceable equipment, and operating the system(s), unless otherwise stated in this Agreement.
- F. EMCOR Service will not be liable for delays or failure to obligate due to fire, flood, strike, lockout, freezing, unavailability of material, riots, acts of god, or any cause beyond reasonable control.
- G. EMCOR Service is not responsible for the removal or disposal of any hazardous materials or any cost associated with these materials unless otherwise noted in this Agreement.
- H. The agreement does not include repairing any damage resulting from improper/inadequate water treatment or filter service not supplied by EMCOR Service.
- I. This agreement does not include any services occasioned by improper operation, negligence, vandalism, or alterations, modifications, abuse, or misuse, or repairs to equipment not performed by *EMCOR Service*. Unless otherwise agreed, also excluded is the furnishing of materials and supplies for painting or refurbishing existing equipment.
- J. EMCOR Service shall not be required to furnish any items of equipment, labor, or make special tests recommended or required by insurance companies, Federal State Municipal or other authorities except as otherwise included in this Agreement.
- K. In the event either party must commence a legal action in order to enforce any rights under this contract, the successful party shall be entitled to all court costs and reasonable attorney's fees as determined by the court for prosecuting and defending the claim, as the case may be.
- L. EMCOR Service shall not be liable for the operation of the equipment nor for injuries to persons or damage to property, except those directly due to the negligent acts or omissions of its employees and in no event shall it be liable for consequential or speculative damages. It shall not be liable for expense incurred in removing, replacing or refinishing any part of the building structure necessary to the execution of this Agreement. It shall not be held liable for any loss by reason of strikes or labor troubles affecting its employees who perform the service called for herein, delays in transportation, delays caused by priority or preference rating, or orders or regulations established by any government, authority, or by unusual delays in procuring supplies or for any other cause beyond its reasonable control.
- M. Only EMCOR Service's personnel or agent are authorized to perform the work included in the scope of this agreement. EMCOR Service may, at its option, cancel or waive its obligations under this Agreement should non-authorized individuals perform such work.
- N. This Agreement and all rights hereunder shall not be assignable unless approved by EMCOR Service. In the event of additional freight, labor, or material costs resulting from **County of Kings** request to avoid delays with respect to equipment warranties, or accelerated delivery of parts and supplies, **County of Kings** agrees to pay these additional costs at EMCOR Service's currently established rates.
- O. EMCOR Service's scope of work shall not include the identification, detection, abatement, encapsulation or removal of asbestos or products or materials containing asbestos or similar hazardous substances. In the event EMCOR Service encounters such material in performing its work, EMCOR Service will have the right to discontinue work and remove its employees until the hazard is corrected or its determined no hazard exists.
- P. This Agreement contains the entire Contract and the parties hereby agree that this Agreement has been agreed to and the entire Agreement is then accepted and approved by an authorized person for both parties, and no statement, remark, agreement or, understanding, oral or written, not contained herein, will be recognized or enforced.
- Q. This agreement does not include the disposal of hazardous waste; any charges incurred for their proper disposal will be borne by **County of Kings** as an extra to the contract price.
- R. **County of Kings** agrees that in the event that there shall have been passed a federal and/or state law which shall compel EMCOR Service to contribute to a federal and/or state health plan for its employees, then the terms of this Agreement shall be subject to adjustment to the extent that the cost of such mandated contributions increase by EMCOR Service's cost of performing this contract.
- S. **County of Kings** acknowledges and agrees that any purchase order issued by **County of Kings** in accordance with this Agreement, is intended only to establish payment authority for **County of Kings** internal accounting purposes. No purchase order shall be considered to be a counteroffer, amendment, modification, or other revision to the terms of this agreement. No term or condition included in the **County of Kings** purchase order will have any force or effect.

Agreement No. _____

**COUNTY OF KINGS
AGREEMENT FOR SERVICES**

THIS AGREEMENT is made and entered into as of the 29 day of October, 2020, by and between the County of Kings, a political subdivision of the State of California (hereinafter "County") and Mesa Energy Systems Inc., a corporation dba EMCOR Services Mesa Energy (hereinafter "Contractor").

RECITALS

WHEREAS, the County requires services to install DDC HVAC controls as part of a planned Continuum Upgrade; and

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

NOW, THEREFORE, the parties mutually agree as follows:

1. SCOPE OF SERVICES

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

2. RESPONSIBILITIES OF CONTRACTOR

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

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

3. COMPENSATION

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

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

Upon submission of an invoice by Contractor, and upon approval of the County's representative, the County shall pay Contractor monthly in arrears, up to the maximum amount provided for in Section 3. Each invoice must include a description of services rendered, to whom, date of service and the charges according to the agreed upon method.

4. TERM

This Agreement shall remain in full force and effect until both parties have completed performance or the Agreement is otherwise terminated in accordance with its terms.

5. RECORDS AND INSPECTIONS.

Contractor shall maintain full, complete, and accurate records with respect to all matters covered under this Agreement. All such records shall be prepared in accordance with generally accepted accounting procedures, shall be clearly identified, and shall be kept readily accessible. The County shall have free access during normal work hours to such records and the right to examine, inspect, copy, or audit them, at no cost to the County. Records shall be maintained for seven (7) years after the termination of this Agreement or any extension of this Agreement.

6. AMENDMENTS

This Agreement may be modified only by a written amendment signed by the Contractor and the County's Board of Supervisors ("Board") or other representative as authorized by the Board.

7. TERMINATION

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

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

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

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

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

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

8. INSURANCE

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

1. Commercial General Liability. Two Million Dollars (\$2,000,000) per occurrence and Five Million Dollars (\$5,000,000) annual aggregate covering bodily injury, personal injury and property damage. The County and its officers, employees and agents shall be endorsed to above policies as additional insured, using ISO form CG 20 26 or an alternate form that is at least as broad as form CG 20 26, as to any liability arising from the performance of this Agreement.

2. Automobile Liability. Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than Five Hundred Thousand Dollars (\$500,000) per person, One Million Dollars (\$1,000,000) per accident and for property damages not less than One Hundred Thousand Dollars (\$100,000), or such coverage with a combined single limit of One Million Dollars (\$1,000,000). Coverage should include owned and non-owned vehicles used in connection with this Agreement.

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

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

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

9. INDEMNIFICATION

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

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

C. These indemnification obligations shall survive the termination of this Agreement as to any act, omission, fault or negligence occurring during this Agreement or any extension of this Agreement. The County's rights to indemnification are in addition to and shall not limit any other rights or remedies the County may have under law or this Agreement.

10. INDEPENDENT CONTRACTOR

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

11. COMPLIANCE WITH LAW

Contractor shall comply with all federal, state, and local laws and regulations applicable to its performance including, but limited to, Government Code section 8350 *et seq.* regarding a drug free workplace, all health and safety standards set forth by the State of California and County, and the California Public Records Act, Government Code section 6250 *et seq.*

Contractor understands and agrees that the work performed under this Agreement is subject to prevailing wage as set forth in the California Labor Code. Contractor further understands and agrees that it shall bear sole responsibility for ensuring the enforcement thereof including registering with and submitting certified payrolls to the Department of Industrial Relations for compliance monitoring pursuant to Labor Code section 1725.5.]

12. CONFIDENTIALITY

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

13. CONFLICT OF INTEREST

Contractor warrants that its employees or their immediate families or Board of Directors or officers have no financial interest, including, but not limited to, other projects or independent contracts, and shall not acquire any financial interest, direct or indirect, which conflicts with the rendering of services under this Agreement. Contractor shall employ or retain no such person while rendering services under this Agreement. Services rendered by Contractor's associates or employees shall not relieve Contractor from personal responsibility under this clause. Contractor has an affirmative duty to disclose to County in writing the name(s) of any person(s) who have an actual, potential or apparent conflict of interest.

14. NONDISCRIMINATION

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

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

15. SUBCONTRACTORS

Services under this Agreement are deemed to be personal services. Contractor warrants that it has not and it shall not subcontract any work under this Agreement without the prior written consent of the County, subject to any required state or federal approval.

16. ASSIGNMENT

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

17. UNFORESEEN CIRCUMSTANCES

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

18. OWNERSHIP OF DOCUMENTS

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

19. NOTICE

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

COUNTY:

JIM HENDERSON
BUILDING MAINTENANCE SUPERINTENDENT
1400 WEST LACEY BLVD.
HANFORD, CA 93230
EMAIL: JIM.HENDERSON@CO.KINGS.CA.US

CONTRACTOR:

DANIEL BIBIOFF
3980 NORTH CHESTNUT DIAGONAL, STE 101
FRESNO, CA 93726
EMAIL: DBIBIOFF@EMCOR.NET

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

20. CHOICE OF LAW

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

21. SEVERABILITY

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

22. SURVIVAL

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

23. NO THIRD PARTY BENEFICIARIES.

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

24. ADA COMPLIANCE

Contractor shall comply with the Americans with Disabilities Act, Title II and applicable California state laws. The law providing the greatest degree of access to qualified persons with disabilities shall apply to this Agreement.

Contractor shall ensure that all persons receiving programs, services, or activities through this Agreement shall receive a copy of or have access made available to the County's ADA grievance procedures as set forth in County's ADA Self-Evaluation, Appendix E, which is attached to this Agreement as **Exhibit B**.

25. ENTIRE AGREEMENT; COUNTERPARTS; CONTRIBUTIONS OF BOTH PARTIES; IMAGED AGREEMENT

This Agreement, including its Recitals and Exhibits, which are fully incorporated into

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

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.

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

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

26. AUTHORITY

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

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

COUNTY OF KINGS

MESA ENERGY SYSTEMS, INC

By: _____
Doug Verboon, Chairman

By:  _____

ATTEST:

Catherine Venturella, Clerk to the Board

Approved and Endorsements Received:

APPROVED AS TO FORM:
Lee Burdick, County Counsel

Sande Huddleston

By: _____
Diane Walker Freeman

Exhibits/Attachments:

Exhibit A: Scope of Work

Exhibit B: Kings County ADA Grievance Procedures



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM November 10, 2020

SUBMITTED BY: Sheriff's Office – David Robinson

SUBJECT: OUT OF STATE TRAVEL

SUMMARY:

Overview:

The Kings County Sheriff's Office is requesting approval for the out of state travel of School Resource Officers Jerry Blackburn and Brooke Garcia to the School Violence, Safety and Security Conference in Las Vegas, Nevada from December 8-11, 2020.

Recommendation:

Authorize the out of state travel of School Resource Officers Jerry Blackburn and Brooke Garcia to the School Violence, Safety and Security Conference in Las Vegas, Nevada from December 8-11, 2020.

Fiscal Impact:

The full cost of this training, not to exceed \$2,000, will be paid from the Sheriff's Office Fiscal Year 2020-2021 training budget under Budget Unit 220000.

BACKGROUND:

Sheriff Deputies Jerry Blackburn and Brooke Garcia are assigned as School Resource Officers. The School Violence, Safety and Security Conference will cover topics important to School Resource Officers including banishing bullying behavior, suicide intervention and prevention, individual, relationship and community level strategies, and principles of verbal de-escalation and influence. The Conference is being held in Las Vegas, Nevada this year.

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 November 10, 2020

SUBMITTED BY: Administration – Rebecca Campbell/Sande Huddleston

SUBJECT: CLAIM FOR DAMAGES FOR ABLE GARNICA

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 Dale Galipo, on behalf of his client, Able Garnica.

Fiscal Impact:

None with this action.

BACKGROUND:

On October 23, 2020, a claim for damages was filed by Dale Galipo on behalf of his client, Able Garnica, claiming that the Kings County Sheriff's Department K-9 bit him due to him resisting arrest causing him past and future physical pain and suffering, impairment, disfigurement, mental anguish and embarrassment, severe emotional distress and loss of quality of life as well as past and future lost wages, lost earnings and lost profits, loss of earning capacity and past and future medical expenses. 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 November 10, 2020

SUBMITTED BY: Behavioral Health –Lisa Lewis/UnChong Parry

SUBJECT: SERVICE AGREEMENT WITH INSPIRING PATHWAYS, INC. FOR SHORT-TERM RESIDENTIAL THERAPEUTIC PROGRAM SERVICES

SUMMARY:

Overview:

Kings County Behavioral Health is seeking approval for an agreement with Inspiring Pathways, Inc. to provide Short-Term Residential Therapeutic Program (STRTP) services for Fiscal Years (FY) 2020-2021 through 2021-2022.

Recommendation:

Approve an Agreement with Inspiring Pathways, Inc. to provide Short-Term Residential Therapeutic Program services effective November 10, 2020 through June 30, 2022.

Fiscal Impact:

There will be no additional cost to the County General Fund. This is a fee for service agreement and the amount of the contract is not to exceed \$235,000 each year for both FY 2020-2021 and FY 2021-2022. Revenues and expenses are included in the FY 2020-2021 Adopted Budget, in Budget Unit 420000, titled Mental Health.

BACKGROUND:

On October 11, 2015, Assembly Bill 403 was signed into law allowing the State of California to implement provisions of the Continuum of Care Reform (CCR). This reform included the creation of a new youth residential licensing category - the Short-Term Residential Treatment Program (STRTP) - to replace the group home Rate Classification Level (RCL) structure and provide short-term, specialized, and intensive treatment, 24-hour care and supervision to youth and non-minor dependents placed within their agency.

(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

SERVICE AGREEMENT WITH INSPIRING PATHWAYS, INC. FOR SHORT-TERM RESIDENTIAL THERAPEUTIC PROGRAM SERVICES

November 10, 2020

Page 2 of 2

On September 25, 2016, Assembly Bill 1997 adopted additional changes to further facilitate implementation of CCR including the requirement for STRTPs to provide specialty mental health services to youth and non-minor dependents placed in their care. This would allow for the timely provision of services and greater care coordination for foster youth in the system. Once licensure from the California Department of Social Services (CDSS) is achieved, the STRTP has twelve months to obtain mental health program approval, including Medi-Cal certification, by its local Mental Health Plan. For group homes converting to STRTPs within Kings County, this mental health program approval is completed via the King County Behavioral Health Department.

Inspiring Pathways, Inc. (Contractor) is a non-profit organization currently operating under the California Department of Social Services, Community Care Licensing Division standards as a Short-Term Residential Therapeutic Program (STRTP). They will be the County's 4th Medi-Cal certified entity to provide the mental health services for Kings County residents.

STRTP services are aimed to improve stabilization and mental health. The STRTP will assist each beneficiary in developing a treatment plan which addresses the mental health impairment(s) by relying on interventions and supports necessary to improve symptoms. When medically necessary, the STRTP will provide mental health treatment program to its beneficiaries such as crisis intervention, mental health services, and case management. The program will also provide services such as assessments, plan development, individual therapy, family therapy, group therapy, individual and group rehabilitation, targeted case management, and discharge planning.

Contractor currently operates a residential treatment program for females who have been placed in out-of-home care in Kings County. This program for the County is specifically designed to serve six (6) pregnant and/or parenting female beneficiaries ages 12 to 17 and their infants. Contractor also participates in the placement of non-minor dependents. Their services will be provided 24 hours a day, 7 days a week to youth placed in their care.

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

Agreement No. _____

**COUNTY OF KINGS
AGREEMENT FOR SERVICES**

THIS AGREEMENT is made and entered into as of the ____ day of _____, 2020 (the “Effective Date”), by and between the County of Kings, a political subdivision of the State of California (“County”) and Inspiring Pathways, Inc., California nonprofit public benefit corporation (“Contractor”), (collectively the “Parties”).

R E C I T A L S

WHEREAS, County requires the services of a Short-Term Residential Therapeutic Program (“STRTP”) as defined by Health and Safety Code section 1502, subdivision (a)(18), to place pregnant or parenting minor beneficiaries (“Beneficiar[y,ies]”) in out of home care; and

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

NOW, THEREFORE, the Parties mutually agree as follows:

1. SCOPE OF SERVICES

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

2. RESPONSIBILITIES OF CONTRACTOR

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

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

././

././

3. COMPENSATION

Consultant shall not be entitled to nor receive from County any additional consideration, compensation, or other remuneration for services rendered under this Agreement except as set forth in **Exhibit B**. Payment for service provided under this Agreement is limited to the maximum amount stipulated in **Exhibit B**.

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

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

4. TERM

This Agreement shall commence on the Effective Date, and shall terminate on June 30, 2022, unless otherwise terminated in accordance with its terms. County shall have the option to extend this Agreement for one (1) additional year on the same terms and conditions.

5. RECORDS AND INSPECTIONS.

Contractor shall maintain full, complete, and accurate records with respect to all matters covered under this Agreement. All such records shall be prepared in accordance with generally accepted accounting procedures, shall be clearly identified, and shall be kept readily accessible. County shall have free access during normal work hours to such records and the right to examine, inspect, copy, or audit them, at no cost to County. Records shall be maintained for seven (7) years after the termination of this Agreement or any extension of this Agreement.

6. AMENDMENTS

This Agreement may be modified only by a written amendment signed by Contractor and County Board of Supervisors or other representative authorized by County Board of Supervisors.

7. TERMINATION

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

law or under this Agreement.

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

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

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

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

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

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

8. INSURANCE

A. Without limiting County's right to obtain indemnification from Contractor or any third parties, prior to commencement of work, Contractor shall purchase and maintain the following types of insurance for minimum limits indicated during the term of this Agreement and provide an Endorsed Additional Insured page from Contractor's Insurance Carrier guaranteeing such coverage to County. Such page shall be mailed as set

forth under the Notice Section of this Agreement prior to the execution of this Agreement. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to other remedies it may have, suspend, or terminate this Agreement upon the occurrence of such event.

1. Commercial General Liability. Two Million Dollars (\$2,000,000) per occurrence and Five Million Dollars (\$5,000,000) annual aggregate covering bodily injury, personal injury and property damage. County and its officers, employees and agents shall be endorsed to above policies as additional insured, using ISO form CG 20 26 or an alternate form that is at least as broad as form CG 20 26, as to any liability arising from the performance of this Agreement.

2. Automobile Liability. Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than Five Hundred Thousand Dollars (\$500,000) per person, One Million Dollars (\$1,000,000) per accident and for property damages not less than One Hundred Thousand Dollars (\$100,000), or such coverage with a combined single limit of One Million Dollars (\$1,000,000). Coverage should include owned and non-owned vehicles used in connection with this Agreement.

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

4. Professional Liability. One Million Dollars (\$1,000,000) limit per occurrence or claim and Three Million Dollars (\$3,000,000) annual aggregate limit covering Contractor's wrongful acts, errors and omissions.

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

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

9. INDEMNIFICATION

A. When the law establishes a professional standard of care for Contractor's services, to the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless County and any and all of its Board members, officials, employees and agents from and against any and all losses, liabilities, damages, costs, and expenses,

including legal counsel's fees and costs but only to the extent Contractor is responsible for such damages, liabilities, and costs on a comparative basis of fault between Contractor and County in the performance of professional services under this Agreement. Contractor shall not be obligated to defend or indemnify County for County's own negligence or for the negligence of third parties.

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

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

D. These indemnification obligations shall survive the termination of this Agreement as to any act, omission, fault or negligence occurring during this Agreement or any extension of this Agreement. The County's rights to indemnification are in addition to and shall not limit any other rights or remedies that County may have under law or this Agreement.

10. INDEPENDENT CONTRACTOR

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

11. COMPLIANCE WITH LAW

Contractor shall comply with all federal, state and local laws and regulations applicable to its performance including, but limited to, Government Code section 8350 *et seq.* regarding a drug free workplace and all health and safety standards set forth by the State of California and County. Contractor shall execute and comply with the Assurances and Certifications attached as **Exhibit C**.

Contractor shall comply with all state and federal confidentiality laws including, but limited to, the Health Insurance Portability and Accessibility Act (HIPAA) and its regulations as amended. Contractor shall execute and comply with the HIPAA Business Associate Agreement attached as Exhibit D.

12. CONFIDENTIALITY

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

13. CONFLICT OF INTEREST

Contractor warrants that its employees or their immediate families or Board of Directors or officers have no financial interest, including, but not limited to, other projects or independent contracts, and shall not acquire any financial interest, direct or indirect, which conflicts with the rendering of services under this Agreement. Contractor shall employ or retain no such person while rendering services under this Agreement. Services rendered by Contractor's associates or employees shall not relieve Contractor from personal responsibility under this clause. Contractor has an affirmative duty to disclose to County in writing the name(s) of any person(s) who have an actual, potential or apparent conflict of interest.

14. NONDISCRIMINATION

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

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

15. SUBCONTRACTORS

Services under this Agreement are deemed to be personal services. Contractor warrants that it has not and it shall not subcontract any work under this Agreement without the prior written consent of County subject to any required state or federal approval.

16. ASSIGNMENT

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

17. UNFORESEEN CIRCUMSTANCES

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

18. OWNERSHIP OF DOCUMENTS

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

19. NOTICE

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

COUNTY:
COUNTY OF KINGS
1400 W. LACEY BLVD.
HANFORD, CA 93230

CONTRACTOR:
INSPIRING PATHWAYS, INC.
1798 W BRYMAN ST
HANFORD, CA 93230

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

20. CHOICE OF LAW

The Parties have executed and delivered this Agreement in the County of Kings, State of California. The Parties agree that the laws of the State of California shall govern

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

21. SEVERABILITY

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

22. SURVIVAL

The following sections shall survive the termination of this Agreement: Section 5 Records and Inspections, Section 8 Insurance, Section 9 Indemnification, Section 11 Compliance with Law and Section 12 Confidentiality.

23. NO THIRD PARTY BENEFICIARIES

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

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

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

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

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

25. ADA COMPLIANCE

Contractor shall comply with the Americans with Disabilities Act, Title II and applicable California state laws. The law providing the greatest degree of access to qualified persons with disabilities shall apply to this Agreement.

Contractor shall ensure that all persons receiving programs, services, or activities through this Agreement shall receive a copy of or have access made available to the County’s ADA grievance procedures as set forth in County’s ADA Self-Evaluation, Appendix E, which is attached to this Agreement as **Exhibit E**.

26. CULTURALLY AND LINGUISTICALLY APPROPRIATE SERVICES STANDARDS

To ensure equal access to quality care by diverse populations, Contractor shall adopt and implement the federal Office of Minority Health (OMH) national Culturally and Linguistically Appropriate Standards (CLAS), and will be demonstrated through policies, training and cultural competency plans its efforts address the CLAS requirements.

27. GENERAL PROVISIONS

The provisions set forth in Sections 1 through 28 of this Agreement, including indemnity and insurance requirements, are deemed “General Provisions”. Any conflict between the General Provisions and terms or conditions of any document prepared or provided by Contractor and made a part of this Agreement, including without limitation exhibits related to the scope of services, scope of work or compensation, the General Provisions control over those terms or conditions. Terms defined in the General Provisions have the same meaning in this Agreement’s Exhibits.

28. COUNTERPARTS AND ELECTRONIC SIGNATURES

The Parties may execute this Agreement in one or more counterparts. All counterparts shall be construed together and shall constitute one agreement. The Parties agree and intend the electronic signatures by their respective signatories authenticate such signatures and give rise to a valid, enforceable, and fully effective agreement.

29. AUTHORITY

Each signatory to this Agreement represents they are authorized to enter into this Agreement and to bind the party to which its signature represents.

././

././

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

COUNTY OF KINGS

Inspiring Pathways, Inc.,

By: _____
Doug Verboon, Chair
Kings County Board of Supervisors

By: _____
Shannon Blanchard, CEO

ATTEST

By: _____
Catherine Venturella, Clerk of the Board

APPROVED AS TO ENDORSEMENTS RECEIVED

By: _____
Sande Huddleston, Risk Manager

APPROVED AS TO FORM
Lee Burdick, County Counsel

By: _____
Cindy Crose Kliever, Deputy County Counsel

Exhibits/Attachments:

Exhibit A: Scope of Work

Exhibit B: Budget

Exhibit C: BAA/HIPAA

Exhibit D: Assurances and Certifications

Exhibit E: ADA Grievances Procedures

Exhibit A

Kings County Behavioral Health Inspiring Pathways, Inc. Short-Term Residential Therapeutic Program (STRTP)

SCOPE OF WORK Effective Date – June 30, 2022

Contractor operates a STRTP under Title 9 of the California Code of Regulations, promulgated by the California Department of Social Services, Community Care Licensing Division. Contractor is designed to meet developmental physical, emotional, social, educational, intellectual, and spiritual needs of at risk Beneficiaries. Contractor shall provide an array of Specialty Mental Health Services (SMHS) to at risk Beneficiary and their families to address issues that negatively affect their relationships. Contractors' mission is to create and maintain a safe, nurturing home that meets the specialized needs of at risk Beneficiary and their families.

Contractor operates a residential treatment program for females who have been placed in out-of-home care. This program is specifically designed to serve six (6) pregnant and/or parenting female Beneficiaries ages 12 to 17 and their infants. Contractor also participates in the placement of non-minor dependents.

Contractor shall provide short term, specialized, and intensive therapeutic to youth placed in their care, 24 hours a day, 7 days a week.

Description of the STRTP Services

Beneficiaries served by Contractor require placement in the STRTP where services are aimed to improve stabilization and mental health. The Contractor along with the Interagency Placement Committee (IPC) reviews the Beneficiary's presenting problem as to the need for placement in the therapeutic program. The Contractor will assist each Beneficiary in developing a treatment plan, which addresses the mental health impairment(s) by relying on interventions and supports necessary to improve symptoms.

Through the collaboration of social workers, head of service, clinical staff, administrator, and placement agency, Contractor will require that each Beneficiary have a plan for services that is trauma informed and culturally relevant, and based on each Beneficiary's mental health treatment plan. As medically necessary, Contractor will provide a mental health treatment program to its Beneficiary where the following services will be administered directly by the Contractor:

- Crisis Intervention
- Mental Health Services
- Targeted Case Management

While Contractor does not provide the service directly, the Contractor will ensure each Beneficiary served has access to the following services if necessitated by the treatment plan:

- Psychiatric Services
- Medication Support Services
- Therapeutic Behavioral Health Services (TBS)
- In-Home Based Services (IHBS)

Exhibit A

Program Intent

Contractor will focus on giving the Beneficiary a stable environment to resolve their problems and address their needs. The Contractor provides Beneficiary the necessary skills needed to adapt to parenthood and to become effective parents. The highly structured environment provides the Beneficiaries and their child(ren) with a day to day routine. The Beneficiary will participate in structured, full-time school, individual activities, and group activities. The minimum length of stay for the STRTP is three (3) months with a target transition timeline of six (6) months. All Beneficiary's will receive a formal review of progress made toward attaining treatment plan goals and mental health status assessment every ninety (90) days to determine need for continued stay in the program.

The Beneficiaries served by Contractor have moderate to severe mental health and behavioral disorders as qualified by screening, triages and assessments. The screening/assessments are conducted at the time of enrollment in the STRTP. Contractor aims to provide interventions and approaches that aid in addressing these common characteristics and behaviors in order for stabilization to occur as well as improvement in mental health status.

A. Inspiring Pathways STRTP Criteria

1. In order to participate in the Contractor's STRTP, the Beneficiary must meet the criteria for admission established in California Welfare and Institutions Code Section 11462.01(b) whereas the Head of Service and/or Interagency Placement Committee (IPC) shall certify that:
 - a. The Beneficiary does not require inpatient care in a licensed health facility.
 - b. The Beneficiary has been assessed as requiring the level of services provided in a STRTP in order to maintain the safety and well-being of the Beneficiary or others due to behaviors, including those resulting from traumas, that render the Beneficiary or those around the Beneficiary unsafe or at risk of harm, or that prevent the effective delivery of needed services and supports provided in the Beneficiary's own home or in other family settings, such as with a relative, guardian, foster family, resource family, or adoptive family.
 - c. The Beneficiary meets at least one of the following conditions:
 - i. The Beneficiary has been assessed as meeting the medical necessity criteria for Medi-Cal specialty mental health services, as provided for in Section 1830.205 or 1830.210 of Title 9 of the California Code of Regulations.
 - ii. The Beneficiary has been assessed as seriously emotionally disturbed, as defined in subdivision (a) of Section 5600.3 of the Welfare and Institutions Code.
 - iii. The Beneficiary requires emergency placement.
 - iv. The Beneficiary has been assessed as requiring the level of services provided by the STRTP in order to meet their behavioral or therapeutic needs.

Exhibit A

B. Services

1. Contractor shall provide covered Specialty Mental Health Services (SMHS) for Medi-Cal Beneficiaries who meet criteria for placement in an STRTP. Services will include the following:
 - a. Mental Health Services
 - i. **Assessment-** Contractor shall complete a comprehensive mental health assessment in order to determine medical necessity:
 1. Diagnosis
 - a. There is a primary DSM-5/ICD-10 “Included” diagnosis.
 2. Impairment Criteria – Must have one of the following as a result of the qualifying mental disorder:
 - a. Significant impairment in an important area of life functioning,
 - b. A probability of significant deterioration in an important area of life functioning.
 - c. A probability that the Beneficiary will not progress developmentally as individually appropriate.
 - d. For full-scope Medi-Cal Beneficiaries under the age of 21 years, a condition as a result of the mental disorder that specialty mental health services can correct or ameliorate.
 3. Intervention Criteria – Must have all:
 - a. The focus of proposed interventions is to address the functional impairment(s) identified as a result of the qualifying mental health diagnoses.
 - b. It is expected that the proposed interventions will do at least one of the following: significantly diminishing the impairment; prevent significant deterioration; and/or for Beneficiaries, will allow the Beneficiary to progress developmentally as individually appropriate; and/or for full-scope Medi-Cal Beneficiaries under the age of 21 years, will correct or ameliorate the condition.
 - c. The condition would not be responsive to physical health care-based treatment.
 - ii. **Plan Development** –A service activity which consists of the development of Beneficiary plans, approval of Beneficiary plans, and/or monitoring of a Beneficiary’s progress.” (CCR, Title 9, 1810.232). The Plan of Care (POC) guides the delivery of services and is linked to areas identified in the Assessment. The initial POC must be updated at least annually and/or when there are significant changes in a Beneficiary’s condition, whichever occurs sooner. At a minimum, the POC (even if for just one service) must include:
 1. Specific observable and/or quantifiable goals/treatment objectives related to the Beneficiary’s mental health needs and functional impairments as a result of the mental health diagnosis;
 2. Detailed description of the intervention to be provided;
 3. Proposed frequency and duration of intervention(s);

Exhibit A

4. Interventions that focus and address the identified functional impairments as a result of the mental disorder and are consistent with the Beneficiary plan goal; and must be
 5. Consistent with the qualifying diagnoses.
- iii. **Proposed type(s) of intervention/modalities** may include the following:
1. **Collateral** - A service activity to a significant support person in a Beneficiary's life for the purpose of meeting the needs of the Beneficiary in terms of achieving the goals of the Beneficiary's client plan. Collateral may include but is not limited to consultation and training of the significant support person(s) to assist in better utilization of specialty mental health services by the Beneficiary; consultation and training of the significant support person(s) to assist in better understanding of mental illness; and family counseling with the significant support person(s). The Beneficiary may or may not be present. (CCR, Title 9, 1810.206).
 2. **Individual Therapy, Family Therapy and Group Therapy**- Shall be comprised of service activities which are therapeutic interventions that focus primarily on symptom reduction as a means to improve functional impairments. Therapy shall be focused on the goals identified in each Beneficiary's Assessment and POC. Therapy may be delivered to an individual or group of Beneficiaries and may include family therapy at which the Beneficiary is present. (CCR, Title 9, 1810.250).
 3. **Individual Rehabilitation or Group Rehabilitation**-A service activity which includes, but is not limited to assistance in improving, maintaining, or restoring a Beneficiary's or group of Beneficiaries' functional skills, daily living skills, social and leisure skills, grooming and personal hygiene skills, meal preparation skills, and support resources; and/or medication education. (CCR, Title 9, 1810.243)
 4. **Targeted Case Management:**
 - a. **Case Management**- Services that assist a Beneficiary to access needed medical, educational, social, prevocational, vocational, rehabilitative, or other community services. The service activities may include, but are not limited to, communication, coordination, and referral; monitoring service delivery to ensure Beneficiary access to service and the service delivery system; monitoring of the Beneficiary's progress; placement services; and plan development. (CCR, Title 9, 1810.249).
 - b. **Intensive Care Coordination(ICC)**- Key service components that must fully integrate a Child and Family Team (CFT) into the process and typically requires more frequent and active participation by an ICC coordinator to ensure the needs of the Beneficiary are appropriately and

Exhibit A

effectively met. The following are ICC components/activities. One or more of the following must be described in the description of the interventions in the progress note documentation:

- i. Assessing: Beneficiary and family needs/strengths; The adequacy and availability of resources; Reviewing information from family and other sources; Evaluating effectiveness or previous interventions and activities.
 - ii. Service Planning and Implementation: Developing a plan with specific goals, activities, and objectives; Ensuring the active participation of Beneficiary and individuals involved and clarifying the roles of the individuals involved; identifying the interventions/course of action targeted at the Beneficiary's and family's assessed needs.
 - iii. Monitoring and Adapting: Monitoring to ensure that identified services and activities are progressing appropriately; Changing and redirecting actions targeted at the Beneficiary's and family's assessed needs.
 - iv. Transition: Developing a transition plan for the Beneficiary and family to foster long term stability including the effective use of natural supports and community resources.
2. **Crisis Intervention** - A service, lasting less than 24 hours, to or on behalf of a Beneficiary for a condition that requires more timely response than a regularly scheduled visit. Service activities include but are not limited to one or more of the following: assessment, collateral and therapy. Crisis intervention is distinguished from crisis stabilization by being delivered by providers who do not meet the crisis stabilization contact, site, and staffing requirements described in Sections 1840.338 and 1840.348. (CCR, Title 9, 1810.209)

C. Transition and Discharge Criteria

1. The anticipated length of stay in the STRTP is determined by the goals and timelines set forth in the POC. Timelines are established in accordance with the mental health service schedule and usually target a six-month format. Progress toward achieving POC goals is assessed every 30 days where a formal clinical review of the Beneficiary's mental health status shall occur at least every ninety (90) days, in conjunction with a Child Family Team (CFT) meeting. During these reviews, the clinician will rely on review of progress updates to inform the treatment timelines and length of stay in the STRTP.
2. Contractor shall actively engage in discharge planning for each Medi-Cal Beneficiary.

Exhibit A

- from the day of admit to the STRTP, coordinating this with the members of the CFT.
3. Discharge planning shall be a focus throughout treatment.
 4. Transition determination plan is developed during the treatment planning session with the LMHP and is part of the initial treatment plan.
 5. Contractor shall ensure that Medi-Cal Beneficiaries transfer or step down to the appropriate level of service upon discharge from the STRTP.
 6. Contractor shall assist each Beneficiary to identify appropriate home-based care options once they become stabilized in the STRTP and where placement in a less restrictive environment is appropriate for both Beneficiary and child
 - i. This plan may include transition to a caregiver such as a parent or family member; transition to adulthood, including Transitional Housing Program-Plus (THP- Plus) programs; or transition to a foster family agency.
 7. Contractor shall coordinate with placing agency about placement / permanency options.
 8. When a Beneficiary is assessed and is deemed eligible for a lower level of care, such as home-based care, Contractor will request a CFT Meeting.

D. Performance Goals

1. Contractor shall report annually, or upon request by August 15th, following the conclusion of the fiscal year, to County achievement based upon the following goals:
 - a. Access to care: The ability of Beneficiaries to receive the right service at the right time.
 - i. 80% of Beneficiaries placed at the STRTP will have an assessment to determine eligibility for SMHS within five (5) business calendar days of placement in the STRTP.
 - ii. 80% of Beneficiaries whose assessment necessitates the need for specialty mental health services will complete a treatment plan within ten (10) calendar days of placement in the STRTP.
 - b. Child & Outcomes-improved Beneficiary outcomes as demonstrated by participation and engagement in treatment services and interventions.
 - i. 50% of the Beneficiary's receiving treatment at the STRTP will show progress in the 3 areas on the CANS that have the highest percentage of youth with an actionable need on the initial CANS during the reporting period.
 - ii. 85% of Beneficiaries will participate in Child and Family Team (CFT) meetings at least every ninety (90) days.
 - c. Effectiveness of discharge planning- that Contractor shall provide services and a stable environment in which the Beneficiary can successfully transition into a lower level of placement with at least partially met treatment goals:
 - i. 75% of Beneficiaries will complete the STRTP within 6 months specified in the treatment plan.
 - ii. For those Beneficiaries who remain in treatment at the STRTP for a 6 month period or longer, it is expected that they will have a reduction in psychiatric hospitalizations during treatment at the STRTP in comparison to the 6 month period prior to placement at the STRTP.

Exhibit A

- iii. 75 % of Beneficiaries who have successfully completed treatment have a scheduled appointment for outpatient services within 14 business days of discharge.
- d. Audits and other performance and utilization reviews of health care services and compliance with agreement terms and conditions:
 - i. Inspiring Pathways, Inc. shall implement quarterly a compliance protocol for its mental health staff and will utilize reporting methods to monitor compliance.
 - ii. Contractor shall review at minimum 5% of their total active charts on a monthly basis using the County Mental Health Plan (MHP) Utilization Review Tool according to the County MHP's Utilization Review Policy and Procedure and send results to the County's MHP's Quality Assurance Clinician.
 - iii. Contractor shall conduct a quarterly formal evaluation of Beneficiary and operational performance no later than 60-day after each quarter with a year-end evaluation reconciling all four quarters into a Fiscal Year-End evaluation no later than 90-days post fiscal year.
 - iv. A Quality Improvement Plan (QIP) is completed addressing the results of the evaluation.
 - v. Corrective action plans are completed timely and issued to regulatory agencies within specified time periods.
- e. Cost per client
 - i. Contractor will monitor cost per Beneficiary as measured by dividing County's monthly invoice total by the units of service (UOS) for that month.
- f. Client Satisfaction and knowledge of community resources:
 - i. 80% of Beneficiaries will be linked/referred to other services in the community as required.
 - ii. 75% of Beneficiaries will express satisfaction that the therapeutic program met their needs.

E. Staffing

- 1. Contractor's staff will provide services to Beneficiary who meet medical necessity. Services shall be in alignment with the Beneficiary's POC, which will ameliorate symptoms. Contractors staff shall include:
 - a. Program Director/Head of Service (HOS)- is a Licensed Practitioner of the Healing Arts (LPHA). This individual shall direct, and coordinate Beneficiary's social and mental health care activities of the STRTP and advises support staff, department heads and administrators in matters related to social/mental health service. The HOS shall also ensure that each Beneficiary admitted to the program has a mental health assessment and services identified on each plan of care are provided and appropriate. Additionally, HOS must monitor the quality of the mental health services and make any arrangements for the Beneficiary to access to SMHS not provided by the Contractor. The HOS shall ensure that documentation and recordkeeping requirements are met.

Exhibit A

This individual shall supervise Associate Marriage and Family Therapists (AMFTs), Associate Clinical Social Workers (ASWs) and Associate Professional Clinical Counselors (APCCs) or waived staff.

- b. Clinicians are Associates (I) or Licensed (II) Practitioner of the Healing Arts (LPHA) - provides assessment, direct Beneficiary services, assessment, individual, family and group services. Participates in collaborative community meetings as requested and provide psychotherapy at the STRTP.
- c. Mental Health Rehabilitation Specialist (MHRS): Must meet California Code of Regulations Title IX, §630 requirements of bachelor's degree from an accredited college or university and four (4) years of experience in a mental health setting. Duties and Responsibilities: Under the supervision of the STRTP Head of Service, provides as part of a service delivery team, rehabilitation services, on-going services and groups to Beneficiaries and their families. Maintain clear, accurate and concise Beneficiary records in a timely manner. Provide professional linkage/consultation with peers, professionals or other disciplines and outside entities.

F. Program Setting/Hours of Operation

1. Contractor's facility is located at 1798 W. Bryman Street, Hanford CA 93230.
2. Contractor shall schedule its program staff to cover on-duty shifts at a minimum of Monday through Friday, from 9:00 AM to 5:00 PM.
3. The Head of Service shall be on call after hours as necessary to respond to emergency incidents or time-sensitive inquiries from staff/agencies related to a Beneficiary or Beneficiaries.
4. Office hours are Monday through Friday from 9:00AM to 5:00PM .

G. Contractor Requirements & Deliverables

1. Contractor shall be responsible for adhering to the following:
 - a. Provide Specialty Mental Health Services as described in Title 9 of the California Code of Regulations (CCR) for Beneficiary, ages 12 -17, and up to age 21 who reside in the STRTP.
 - b. Contractor shall provide services in accordance to the Medi-Cal Manual, Third Edition (January, 2018), which is a set of practices and principles for Medi-Cal Beneficiaries zero to twenty-one.
 - c. Serve a maximum of six (6) Beneficiaries at the facility at any given time. The amount of face-to-face contact time with Beneficiary will vary based on medical necessity and treatment needs. Typical services hours per case:
 - i. Individual Mental Health Therapy: 1 hour/week
 - ii. Group Therapy: 1 hour/week
 - iii. Case Management: 1 hour/week
 - iv. Individual and Group Rehabilitation Services: 1-3 hours/week
 - v. Collateral Services: 1 hour/week
 - vi. Total Average Hours/Week: 5 – 7 hours/week

Exhibit A

- d. County shall provide and Contractor shall ensure the following informing material is available to consumers upon intake assessment:
 - i. Early Periodic Screening Diagnosis and Treatment (EPSDT) brochures
 - ii. Therapeutic Behavioral Services (TBS) brochures
 - iii. Grievance Procedures
 - iv. Grievance Forms
 - v. Grievance Return Envelopes
 - vi. Interpreting Services Notification
 - vii. Patient's Rights Information
 - viii. Privacy Notice
- e. All direct service documentation shall be completed in County's Electronic Health Records (EHR) in accordance with county's documentation guidelines.
- f. Contractor's documentation deadlines shall align with the County's documentation policy.
- g. Documentation for all direct services and administrative time that is invoiced to county as a part of this agreement shall be documented in County's EHR. Time documented in the EHR should match the actual time each staff works any given workday.
- h. Administer the Child and Adolescent Needs and Strengths (CANS) assessment tool and the Pediatric Symptom Checklist (PSC-35) with the initial assessment or prior to the plan of care. Reviewed and update with the Beneficiary and family at a minimum of every 6 months from the admit date (or more frequently if clinically indicated to measure progress or revised treatment plan) and at discharge.
- i. Contractor shall provide data on what placement and services Beneficiary are discharging into.
- j. Contractor shall provide services utilizing an Evidence Based Practice and that Contractor shall provide outcomes to County from that practice and the associated tool.
- k. Contractor shall collaborate with County to develop a referral process when referring to MHP for psychiatric services.
- l. Contractor shall collaborate with the MHP's psychiatric services on a going basis as needed.
- m. Provide quarterly data reports of youths receiving psychiatric services.
- n. Contractor's staff shall be available 24 hours a day, seven days a week to provide SMHS on site for Medi-Cal Beneficiaries who are placed at the STRTP.
- o. Service Authorization Requests (SARS) are to be authorized for Kin-GAP and AAP only.
- p. Contractor must ensure that all Presumptive Transfer documentation has been received for out of county Medi-Cal Beneficiaries prior to placement in the STRTP.
- q. Contractor shall maintain a log of referrals to include date of referral, time of first contact, preauthorization and enrollment date, disposition and any NOABDs issue. The logs shall be available upon request by the County.
- r. Make every effort to staff the STRTP program with culturally diverse staff.

Exhibit A

- s. Contractor shall provide trainings to their staff. Trainings shall include 24 hours of training annually for all mental health program staff.
- t. Trainings shall include Four (4) hours of training **must** be in **Confidentiality/Health Information Portability and Accountability Act** (HIPAA) and four (4) hours of training **must** be related to **Culturally and Linguistically Appropriate Services** (CLAS) standards.
- u. Contractor shall attend meetings and training session as scheduled by the Director of Behavioral Health or her/his designee as requested by County.
- v. Contractor shall participate in Quality Assurance/Improvement documentation reviews facilitated by County.
- w. Contractor shall participate in the annual External Quality Review Organization reviews (EQRO) and MHP triennials as requested by County. Ensure continuum of care with uninterrupted service. The frequency of contacts shall be clinically based. Contractor shall provide coverage for staff training, vacant positions, vacation, sick leave and other disruptions to service.
- x. Contractor shall notify county in advance of any services scheduled to be provided by a sub-Contractor. County and Contractor shall mutually agree upon a sub-Contractor before any services are provided to Beneficiaries.

EXHIBIT-B
BUDGET

Inspiring Pathways, Inc.

Fee for Service

Budget Amount for FY 20/21- \$235,000

Budget Amount for FY 21/22-\$235,000

Fee for Service Rates (per minute) for services stipulated below:

Services	Per min. rates
Crisis Intervention	3.35
Mental Health	2.85
Case Management	2.50

ASSURANCES AND CERTIFICATIONS

Contractor hereby agrees that programs and services receiving financial assistance from and through the California Department of Health Care Services or Kings County Behavioral Health will be administered in accordance with the Health and Safety Code Sections 11750 *et seq.* and any other applicable state or federal requirements, including civil rights.

A. Contractor certifies and agrees that:

1. A working transition plan for services to persons with disabilities exists and is in use as defined in Title 9, Section 10800, *et seq.* of the California Code of Regulations (CCR).
2. All products, reports, preliminary findings, or data assembled or compiled by Contractor under this Agreement becomes the property of the State. The State reserves the right to authorize others to use or reproduce such materials.
3. All announcements of events, such as public meetings, hearings, or training courses, shall include a statement of advance notice for accommodations for any disabled, deaf, or hearing impaired individual.
4. Limited English Proficiency (LEP) - Contractor will take reasonable steps to ensure meaningful access to its programs, services, and information on the services the Contractor provides, free of charge. Additionally, the Contractor certifies that it has established and implemented as required by State DHCS, policies and procedures for language assistance services that provide LEP persons with meaningful access, i.e. oral interpretation services, bilingual staff, telephone interpreter lines, written language services, community volunteers, etc.
5. Sexual contact shall be prohibited between participants/clients and the treatment/recovery program staff, including members to the Board of Directors. Service Providers shall include this policy prohibition as part of an overall clients' rights statement given to the client at admission and shall include a statement in each employee personnel file that notes that the employee has read and understood the sexual contact prohibition. This policy shall remain in effect for six (6) months after a client is discharged from treatment services.

Contractor further agrees to establish a complaint policy and procedure which provides the following:

1. A procedure by which a person of any class of persons subjected to discrimination prohibited by Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 11135, *et seq.* of the California Government Code, or Title 9, Section 10800, *et seq.* of the California Code of Regulations may individually or by a representative file a written complaint. The subject complaint will clearly state under which law the complaint is filed.

2. A statement advising individuals that complaints may be filed with the County or the U.S. Department of Health and Human Services' Office for Civil Rights ("OCR").
3. A statement advising individuals that in cases where the complaint is filed initially with the OCR, the OCR may elect to investigate the complaint or request that the Civil Rights Officer for the County conduct the investigation.
4. Within the time limits procedurally imposed, the complainant shall be advised in writing as to the findings regarding the alleged complaint. In the same written notice, the complainant shall be advised that if he/she is not satisfied with the decision, an appeal may be filed with the U.S. Department of Health and Human Services' Office for Civil Rights.
5. Maintenance of records regarding:
 - (a) number of complaints filed;
 - (b) the nature of the complaint;
 - (c) the validity of the complaint; and
 - (d) corrective action taken.

Contractor shall adhere to the confidentiality of patient records as specified under State, Federal, and local laws, including, but not limited to, Title 45 of the Code of Federal Regulations, Parts 80 and 84, Title VI of the Civil Rights Act of 1964, and the privacy requirements of the "Privacy Rule" (HIPAA) promulgated by the U.S. Department Health and Human Services at Title 45 of the Code of Federal Regulations, sections 160 through 164. Nothing in this paragraph shall preclude the parties from subsequently entering into a Business Associate Agreement if required by the Privacy Rule.

Drug-Free Workplace Government Code Section 8355

Contractor agrees that all program contractors of services receiving funds from and through the State Department of Health Care Services will provide an alcohol/drug free workplace by doing all of the following:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person or organization's workplace and specifying the actions that will be taken against employees for violations of said prohibition.
2. Establishing a drug-free awareness program to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace;

- b. The person or organization's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs;
 - d. The penalties that may be imposed upon employees for drug abuse violations.
3. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the company's drug-free policy statement and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement. [Chapter 5.5 Section 8350 to Division 1 of Title 2 of the Government Code.]

BY: _____
Shannon Blanchard, CEO
Inspiring Pathways, Inc.

Exhibit D

County of Kings

2016 ADA Self-Evaluation

Appendix E.

Kings County ADA Grievance Procedure

Kings County Grievance Procedure under ADA or California State Disability Civil Rights Laws

This grievance procedure is established to meet the requirements of the Americans with Disabilities Act of 1990 ("ADA"), the Americans with Disabilities Amendments Act (ADAAA) and California State law. Except as otherwise indicated, it may be used by anyone wishing to file a complaint alleging discrimination on the basis of disability in the provision of services, activities, programs or benefits by Kings County. The procedure should also be used to address all complaints regarding barriers to physical access to any County facility.

NOTE: Discrimination complaints by applicants for, and recipients of, public benefits administered by the County are handled by the Human Services Agency, pursuant to state law and the Human Services Agency's Administrative policy and Procedure No. 23. Notice of this fact is provided to all applicants and recipients. For more information, please contact the Program Manager/Civil Rights Coordinator for the Human Services Agency at 559.852.2201. If you submit a complaint to the ADA Coordinator that should be directed to the Human Services Agency, your complaint will be forwarded to the Human Services Agency, and will be deemed received by the Human Services Agency upon actual receipt by it for purposes of the filing and response deadlines stated in Policy and procedure No. 23. Please also note that the County's Personnel Rules govern employment related complaints of disability discrimination. Please refer to section 10200 to 10250 of the Personnel Rules regarding the County's grievance procedure, as well as Chapter 14 of the Personnel Rules regarding discrimination complaints. The process described in either part may be relied upon to make a complaint of disability discrimination.

A complaint using this procedure should be in writing and should contain information about the alleged discrimination such as name, address, and phone number of the complainant and location, date and description of the problem(s). If you are viewing these instructions online at the County's website, please find the form for making a complaint below. Copies of the complaint form are also available from the Public Works Department or County Administration Office, County Government Center, 1400 West Lacey, Hanford, CA 93230. Alternative means of filing a complaint, such as personal interviews or a tape recording of the complaint, are available to person with disabilities upon request.

Exhibit D

County of Kings

2016 ADA Self-Evaluation

The complaint should be submitted by the complainant and/or his/her designee as soon as possible, but not later than 60 calendar days after the alleged violation to:

Kevin McAlister, ADA Coordinator
County Government Center
1400 West Lacey Blvd.
Hanford, CA 93230

If this complaint is being made on behalf of someone other than me, that person's contact information is:

My complaint relates to circumstances that occurred:

- a) On the following date:
- b) At the following location:

My complaint is as follows:

(Please be as specific as possible, and include the names and contact information of anyone who might have knowledge of the facts giving rise to your complaint. To help us to address your concerns promptly, please stick to the facts: who, what, when, where, and how. Please attach additional pages if necessary.)

Exhibit E
HIPAA Business Associate Exhibit

I. Recitals.

A. This Agreement has been determined to constitute a business associate relationship under the Health Insurance Portability and Accountability Act (“HIPAA”) and its implementing privacy and security regulations at 45 CFR Parts 160 and 164 (“the HIPAA regulations”).

B. The County of Kings (“County”) wishes to, or may, disclose to Inspiring Pathways, Inc. (“Business Associate”) certain information pursuant to the terms of this Agreement, some of which may constitute Protected Health Information (“PHI”) pursuant to HIPAA regulations.

C. “Protected Health Information” or “PHI” means any information, whether oral or recorded in any form or medium that relates to the past, present, or future physical or mental condition of an individual, the provision of health or dental care to an individual, or the past, present, or future payment for the provision of health or dental care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI shall have the meaning given to such term under HIPAA and HIPAA regulations, as the same may be amended from time to time.

D. “Security Incident” means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PHI, or confidential data that is essential to the ongoing operation of the Business Associate’s organization and intended for internal use; or interference with system operations in an information system.

E. As set forth in this Agreement, Inspiring Pathways, Inc., as the Business Associate of County provides services, arranges, performs or assists in the performance of functions or activities on behalf of County and creates, receives, maintains, transmits, uses or discloses PHI.

F. County and Business Associate desire to protect the privacy and provide for the security of PHI created, received, maintained, transmitted, used or disclosed pursuant to this Agreement, in compliance with HIPAA and HIPAA regulations.

G. The purpose of this Exhibit is to satisfy certain standards and requirements of HIPAA and the HIPAA regulations, and other applicable laws.

H. The terms used in this Exhibit, but not otherwise defined, shall have the same meanings as those terms are defined in the HIPAA regulations.

In exchanging information pursuant to this Agreement, the parties agree as follows:

II. Permitted Uses and Disclosures of PHI by Business Associate.

A. ***Permitted Uses and Disclosures.*** Except as otherwise indicated in this Exhibit, Business Associate may use or disclose PHI only to perform functions, activities or services specified in this Agreement, for, or on behalf of County, provided that such use or disclosure would not violate the HIPAA regulations, if done by County.

B. ***Specific Use and Disclosure Provisions.*** Except as otherwise indicated in this Exhibit, Business Associate may:

1) ***Use and Disclose for Management and Administration.*** Use and disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.

2) ***Type of Services to be Provided by the Business Associate.*** Provide services for at-risk Beneficiaries in out-of-home placement under the Short-Term Residential Therapeutic Program. Said services are set forth in the Scope of Work, attached to the Agreement as Exhibit A.

III. Responsibilities of Business Associate.

Business Associate agrees:

A. ***Nondisclosure.*** Not to use or disclose Protected Health Information (PHI) other than as permitted or required by this Agreement or as required by law.

B. ***Safeguards.*** To implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI, including electronic PHI, that it creates, receives, maintains, uses or transmits on behalf of County; and to prevent use or disclosure of PHI other than as provided for by this Agreement. Business Associate shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Business Associate's operations and the nature and scope of its activities, and which incorporates the requirements of section C, Security, below. Business Associate will provide County with its current and updated policies.

C. ***Security.*** The Business Associate shall take any and all steps necessary to ensure the continuous security of all computerized data systems containing County PHI. These steps shall include, at a minimum:

1) Complying with all of the data system security precautions listed in the Business Associate Data Security Standards set forth in Attachment 1 to this Exhibit;

2) Security Officer. If the incident occurs after business hours or on a weekend or holiday and involves electronic PHI, notification shall be provided by calling the County ITSD Help Desk. Business Associate shall take:

i. Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment and

ii. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.

3) **Investigation of Breach.** To immediately investigate such security incident, breach, or unauthorized use or disclosure of PHI or confidential data. **Within seventy-two (72) hours of the discovery**, to notify the County:

i. What data elements were involved and the extent of the data involved in the breach,

ii. A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed PHI or confidential data,

iii. A description of where the PHI or confidential data is believed to have been improperly transmitted, sent, or utilized,

iv. A description of the probable causes of the improper use or disclosure; and

v. Whether Civil Code sections 1798.29 or 1798.82 or any other federal or state laws requiring individual notifications of breaches are triggered.

4) **Written Report.** To provide a written report of the investigation to the County under HIPAA within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall include, but not be limited to, the information specified above, as well as a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure.

5) **Notification of Individuals.** To notify individuals of the breach or unauthorized use or disclosure when notification is required under state or federal law and to pay any costs of such notifications, as well as any costs associated with the breach. The County shall approve the time, manner and content of any such notifications.

6) **County Contact Information.** To direct communications to the above referenced County staff, Business Associate shall initiate contact as indicated herein. County reserves the right to make changes to the contact information below by giving written notice to the Business Associate. Said changes shall not require an amendment to this Exhibit or the Agreement to which it is incorporated.

County of Kings
Administration
Attn: Rebecca Campbell, CAO – HIPAA compliance officer
1400 W. Lacey Blvd., Bldg. 1
Hanford, California 93230
(559) 852-2589

D. ***Employee Training and Discipline.*** To train and use reasonable measures to ensure compliance with the requirements of this Exhibit by employees who assist in the performance of functions or activities on behalf of County under this Agreement and use or disclose PHI; and discipline such employees who intentionally violate any provisions of this Exhibit, including by termination of employment. In complying with the provisions of this section K, Business Associate shall observe the following requirements:

1) Business Associate shall provide information privacy and security training, at least annually, at its own expense, to all its employees who assist in the performance of functions or activities on behalf of County under this Agreement and use or disclose PHI.

2) Business Associate shall require each employee who receives information privacy and security training to sign a certification, indicating the employee's name and the date on which the training was completed.

3) Business Associate shall retain each employee's written certifications for County inspection for a period of six (6) years following contract termination.

IV. Obligations of County.

County agrees to:

A. ***Notice of Privacy Practices.*** Provide Business Associate with applicable and relevant Notice(s) of Privacy Practices that County HIPAA-covered healthcare components produce in accordance with 45 CFR 164.520, as well as any changes to such notice(s).

B. ***Permission by Individuals for Use and Disclosure of PHI.*** Provide the Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect the Business Associate's permitted or required uses and disclosures.

C. ***Notification of Restrictions.*** Notify the Business Associate of any restriction to the use or disclosure of PHI that County has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect the Business Associate's use or

disclosure of PHI.

D. ***Requests Conflicting with HIPAA Rules.*** Not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA regulations if done by County.

V. Audits, Inspection and Enforcement.

From time to time, County may inspect the facilities, systems, books and records of Business Associate to monitor compliance with this Agreement and this Exhibit. Business Associate shall promptly remedy any violation of any provision of this Exhibit and shall certify the same to the County Privacy Officer or the County Chief Information Security Officer in writing. The fact that County inspects, or fails to inspect, or has the right to inspect, Business Associate's facilities, systems and procedures does not relieve Business Associate of its responsibility to comply with this Exhibit, nor does County's:

A. Failure to detect or

B. Detection, but failure to notify Business Associate or require Business Associate's remediation of any unsatisfactory practices constitute acceptance of such practice or a waiver of County's enforcement rights under this Agreement and this Exhibit.

VI. Termination.

A. ***Termination for Cause.*** Upon County's knowledge of a material breach of this Exhibit by Business Associate, County shall:

1) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by County;

2) Immediately terminate this Agreement if Business Associate has breached a material term of this Exhibit and cure is not possible; or

3) If neither cure nor termination is feasible, report the violation to the Secretary of the U.S. Department of Health and Human Services.

B. ***Judicial or Administrative Proceedings.*** Business Associate will notify County if it is named as a defendant in a criminal proceeding for a violation of HIPAA. County may terminate this Agreement if Business Associate is found guilty of a criminal violation of HIPAA. County may terminate this Agreement if a finding or stipulation that the Business Associate has violated any standard or requirement of HIPAA, or other security or privacy laws is made in any administrative or civil proceeding in which the Business Associate is a party or has been joined.

C. ***Effect of Termination.*** Upon termination or expiration of this Agreement

for any reason, Business Associate shall promptly return or destroy all PHI received from County (or created or received by Business Associate on behalf of County) that Business Associate still maintains in any form, and shall retain no copies of such PHI or, if return or destruction is not feasible, shall continue to extend the protections of this Exhibit to such information, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

VII. Miscellaneous Provisions.

A. ***Disclaimer.*** County makes no warranty or representation that compliance by Business Associate with this Exhibit, HIPAA or the HIPAA regulations will be adequate or satisfactory for Business Associate's own purposes or that any information in Business Associate's possession or control, or transmitted or received by Business Associate, is or will be secure from unauthorized use or disclosure. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.

B. ***Amendment.*** The parties acknowledge that federal and state laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Exhibit may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HIPAA regulations and other applicable laws relating to the security or privacy of PHI. Upon County's request, Business Associate agrees to promptly enter into negotiations with County concerning an amendment to this Exhibit embodying written assurances consistent with the standards and requirements of HIPAA, the HIPAA regulations or other applicable laws. County may terminate this Agreement upon thirty (30) days written notice in the event:

- 1) Business Associate does not promptly enter into negotiations to amend this Exhibit when requested by County pursuant to this Section or
- 2) Business Associate does not enter into an amendment providing assurances regarding the safeguarding and security of PHI that County, in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA and the HIPAA regulations.

C. ***Assistance in Litigation or Administrative Proceedings.*** Business Associate shall make itself and any subcontractors, employees, or agents assisting Business Associate in the performance of its obligations under this Agreement, available to County at no cost to County to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against County, its directors, officers or employees based upon claimed violation of HIPAA, the HIPAA regulations or other laws relating to security and privacy, which involves inactions or actions by the Business Associate, except where Business Associate or its subcontractor, employee, or agent is a named adverse party.

D. ***No Third-Party Beneficiaries.*** Nothing express or implied in the terms and conditions of this Exhibit is intended to confer, nor shall anything herein confer, upon any person other than County or Business Associate and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.

E. ***Interpretation.*** The terms and conditions in this Exhibit shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HIPAA regulations and applicable state laws. The parties agree that any ambiguity in the terms and conditions of this Exhibit shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the HIPAA regulations.

F. ***Regulatory References.*** A reference in the terms and conditions of this Exhibit to a section in the HIPAA regulations means the section as in effect or as amended.

G. ***Survival.*** The respective rights and obligations of Business Associate under Section VII.C of this Exhibit shall survive the termination or expiration of this Agreement.

H. ***No Waiver of Obligations.*** No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

Attachment 1
Business Associate Data Security Standards

I. General Security Controls.

A. ***Confidentiality Statement.*** All persons that will be working with County PHI must sign a confidentiality statement. The statement must include at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to County PHI. The statement must be renewed annually. The Business Associate shall retain each person's written confidentiality statement for County inspection for a period of six (6) years following contract termination.

B. ***Background Check.*** Before a member of the Business Associate's workforce may access County PHI, Business Associate must conduct a thorough background check of that worker and evaluate the results to assure that there is no indication that the worker may present a risk for theft of confidential data. The Business Associate shall retain each workforce member's background check documentation for a period of three (3) years following contract termination.

C. ***Workstation/Laptop Encryption.*** All workstations and laptops that process and/or store County PHI must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. The encryption solution must be full disk unless approved by the County Information Security Office.

D. ***Server Security.*** Servers containing unencrypted County PHI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.

E. ***Minimum Necessary.*** Only the minimum necessary amount of County PHI required to perform necessary business functions may be copied, downloaded, or exported.

F. ***Removable Media Devices.*** All electronic files that contain County PHI data must be encrypted when stored on any removable media or portable device using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher.

G. ***Antivirus Software.*** All workstations, laptops and other systems that process and/or store County PHI must install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.

H. ***Patch Management.*** All workstations, laptops and other systems that process and/or store County PHI must have security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within thirty (30) days of vendor

release.

I. ***User IDs and Password Controls.*** All users must be issued a unique user name for accessing County PHI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password. Passwords are not to be shared. Must be at least eight characters. Must be a non-dictionary word. Must not be stored in readable format on the computer. Must be changed every sixty (60) days. Must be changed if revealed or compromised. Must be composed of characters from at least three of the following four groups from the standard keyboard:

- Upper case letters (A-Z)
- Lower case letters (a-z)
- Arabic numerals (0-9)
- Non-alphanumeric characters (punctuation symbols)

J. ***Data Sanitization.*** All County PHI must be sanitized using NIST Special Publication 800-88 standard methods for data sanitization when the County PSCI is no longer needed.

II. **System Security Controls.**

A. ***System Timeout.*** The system must provide an automatic timeout, requiring re-authentication of the user session after no more than five (5) minutes of inactivity.

B. ***Warning Banners.*** All systems containing County PHI must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only. User must be directed to log off the system if they do not agree with these requirements.

C. ***System Logging.*** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for County PHI, or which alters County PHI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If County PHI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least six (6) years after occurrence.

D. ***Access Controls.*** The system must use role based access controls for all user authentications, enforcing the principle of least privilege.

E. ***Transmission Encryption.*** All data transmissions of County PHI outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. Encryption can be end to end at the network level, or the data files containing County PHI can be encrypted. This requirement pertains to any type of County PHI in motion such as website access, file transfer, and E-Mail.

F. ***Intrusion Detection.*** All systems involved in accessing, holding, transporting, and protecting County PHI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

III. Audit Controls.

A. ***System Security Review.*** All systems processing and/or storing County PHI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews shall include vulnerability scanning tools.

B. ***Log Reviews.*** All systems processing and/or storing County PHI must have a routine procedure in place to review system logs for unauthorized access.

C. ***Change Control.*** All systems processing and/or storing County PHI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

IV. Business Continuity / Disaster Recovery Controls.

A. ***Disaster Recovery.*** Business Associate must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic County PHI in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than twenty-four (24) hours.

B. ***Data Backup Plan.*** Business Associate must have established documented procedures to back-up County PHI to maintain retrievable exact copies of County PHI. The plan must include a regular schedule for making back-ups, storing back-ups offsite, an inventory of back-up media, and the amount of time to restore County PHI should it be lost. At a minimum, the schedule must be a weekly full back-up and monthly offsite storage of County data.

V. Paper Document Controls.

A. ***Supervision of Data.*** County PHI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. County PHI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.

B. ***Escorting Visitors.*** Visitors to areas where County PHI is contained shall be escorted and County Protected Health Information shall be kept out of sight while visitors are in the area.

C. **Confidential Destruction.** County PHI must be disposed of through confidential means, using NIST Special Publication 800-88 standard methods for data sanitization when the County PSCI is no longer needed.

D. **Removal of Data.** County PHI must not be removed from the premises of the Business Associate except with express written permission of County.

E. **Faxing.** Faxes containing County PHI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending.

F. **Mailing.** County PHI shall only be mailed using secure methods. Large volume mailings of County Protected Health Information shall be by a secure, bonded courier with signature required on receipt. Disks and other transportable media sent through the mail must be encrypted with a County approved solution, such as a solution using a vendor product specified on the CSSI.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM November 10, 2020

SUBMITTED BY: Fire Department – William Lynch

SUBJECT: AUTOMATIC AID AGREEMENT WITH THE CITY OF HANFORD

SUMMARY:

Overview:

The Fire Department is requesting to establish a fire services automatic aid agreement that dispatches the closest available resource, between the City of Hanford and the County of Kings for all the areas within the defined boundary of the agreement.

Recommendation:

Approve an Automatic Aid Agreement between with the City of Hanford for the areas designated on the Automatic Aid Agreement Map.

Fiscal Impact:

There is no fiscal impact to the Fire Fund or the County General Fund. Each party shall pay its own costs for responding to any incidents.

BACKGROUND:

Since 2015, the City of Hanford and the County of Kings have had an automatic aid agreement for fire protection in order to facilitate an improvement in fire suppression capability in the densely populated areas. As delineated in Exhibit “A” of this agreement, both the City and County have agreed to combine their effective response forces and respond utilizing a combination that promotes increased response capabilities for both agencies.

(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

AUTOMATIC AID AGREEMENT WITH THE CITY OF HANFORD

November 10, 2020

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Additionally, industry standards from the National Fire Protection Association (NFPA), National Institute of Standards and Technology (NIST), International Association of Fire Chiefs (IAFC), and the Insurance Services Office (ISO) all provide recommendations on levels of protection and response capabilities for communities. These agencies utilize elements such as available water source (municipal vs. private), number of fire personnel and apparatus, estimated response time, and distance from the closest responding fire station when determining the risk value.

These factors support the need for an automatic aid agreement that dispatches the closest available resource from the City of Hanford and the County of Kings. The principle of this agreement is to augment services, while controlling costs, and to create a mutually advantageous environment for both agencies to share resources across geographical boundaries. This is accomplished by allowing the closest, most appropriate resource to be sent to an incident without having to wait for approval through administrative channels.

This agreement has been reviewed and approved by County Counsel as to form, and will supersede all other Mutual Aid Agreements between the City of Hanford and the County of Kings.

HANFORD CITY FIRE DEPARTMENT
AND KINGS COUNTY
AGREEMENT FOR
AUTOMATIC AND MUTUAL AID
FIRE PROTECTION SERVICES

THIS AGREEMENT (Agreement) is made and entered into on the ___ day of _____ 2020, by and between Kings County, a Political Subdivision of the State of California hereinafter called "County" and the City of Hanford, a municipal corporation, hereinafter called "City." The County and City are hereinafter collectively referred to as the "Parties" and individually as "Party."

RECITALS

WHEREAS, the Parties have the power to provide Fire Protection Services and desire to enter into a contract to provide such services consistent with the authority granted under California Government Code Section 55632 and California Health & Safety Code Sections 13050 and 13861 through 13863; and

WHEREAS, it is to the mutual advantage of the County and the City to provide each other with, and coordinate in advance, the help and aid of their respective fire companies in the event of fires, rescues, medical, and other emergencies; and

WHEREAS, the Parties desire to maximize the delivery of Fire Protection Services in their respective jurisdictions by responding with the closest units without duplication of services, as necessary to protect life or property; and

WHEREAS, an Agreement to provide Automatic and Mutual Aid is beneficial to the public, the City and the County; and

WHEREAS, the Parties agree this Agreement shall not affect, change, and/or alter any other contractual agreements not related to Automatic Aid or Mutual Aid that may be in effect now or in the future.

AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

SECTION 1. DEFINITIONS.

Unless the particular provision or context otherwise requires or specifies, the definitions contained in this section shall govern the construction, meaning, and application of words used in this Agreement.

- a) "Nearest Available Fire Unit" shall mean the available fire apparatus of the appropriate type closest in dispatch and response time to the scene of the incident.
- b) "Requesting Party" shall mean the jurisdictional agency requesting Automatic Aid from the non-jurisdictional agency.

- c) "Responding Party" shall mean any Party to this Agreement that receives a request for Fire Protection Services within the jurisdiction of the Requesting Party.
- d) "Automatic Aid" shall mean the immediate dispatch of a fire unit within the jurisdiction of the Requesting Party under pre-determined terms and conditions.
- e) "Emergency Medical Service" shall mean basic life support service, not including paramedic service.
- f) "Emergency Response" shall mean immediate response and use of red lights and siren by responding units.
- g) "Fire Protection Services" shall mean firefighting capacity to contain, control, and extinguish fires, the mitigation of fire-related hazards, and emergency medical services.
- h) "Incident Commander" shall mean the person in overall command at the incident as defined in the National Incident Management System, California Vehicle Code Sections 2453 and 2454, or by such other agreement as provided by law.
- i) "Mutual Aid" shall mean a request of resources based on the needs determined by the managers of the incident and subject to authorization by the Responding Party for each request.
- j) "Agreement Area" shall be the territorial areas of County and City as depicted in Exhibits A and B, respectively.

SECTION 2. FURNISHING OF FIRE PROTECTION SERVICES.

Both parties shall continuously strive to minimize unnecessary response delays to ensure the integrity of the Nearest Available Fire Unit deployment strategy is achieved and maintained. The Party with the Nearest Available Fire Unit shall furnish Fire Protection Services within the jurisdiction of the Party requesting such service pursuant to the following provisions:

- The specific details of providing the services under the terms as specified in this Agreement shall be determined by the respective Fire Chiefs of the Parties. It is understood that all plans which deal with Fire Protection Services shall adhere as closely as practical to the Nearest Available Fire Unit concept which forms the basis for this Agreement.
- The territories covered by this Agreement are Kings County and the City of Hanford. The Agreement Area is depicted in Exhibits A and B, respectively, which is attached hereto and incorporated herein by reference.
- The Responding Party shall respond with the unit(s) requested, provided such unit(s) is/are the Nearest Available Fire Unit. This Agreement is limited to fire resources assigned or otherwise located within the Agreement Area.
- The Responding Party is not obligated to furnish any Fire Protection Services if apparatus, equipment, personnel, or any combination thereof is

not available as determined by the Fire Chief or his or her designated representative.

- Both Parties agree to release the other Party's resources at the earliest opportunity from any incident to which they respond.
- City Obligations to the County. Except as otherwise set forth herein, the City agrees to provide the following to the County:
 - (1) The City will respond with up to two fire unit(s) as Automatic Aid to all emergency incidents (Medical and Fire Responses) within the County upon request. One of these fire units may be used for station coverage behind emergency activity when warranted. The responding fire unit(s) will include a minimum of two career staffed personnel. This service is provided at no cost to the County.
 - (2) The City will, if requested, provide one fire unit for county coverage behind emergency activity when warranted.
 - (3) Any requests for assistance outside of the established Agreement Area or not identified herein, will be considered a Mutual Aid request and each request will be subject to authorization by the Responding Party, and will be based on availability rather than by the Nearest Available Fire Unit.
 - (4) The City retains the right to claim such additional reimbursement as may be authorized by applicable law.
- County's Obligations to the City. The County agrees to provide the following to the City:
 - (1) Upon request, the County will respond with up to two fire unit(s) as Automatic Aid to emergency incidents (Medical and Fire Responses) within the City as set forth in the Agreement Area. The responding fire unit(s) will include a minimum staffing level of two career staffed personnel. This service will be provided at no cost to the City.
 - (2) The County will, if requested, provide one fire unit for City coverage behind emergency activity when warranted.
 - (3) Any requests for assistance outside of the Agreement Area or not identified herein, will be considered a Mutual Aid request, and each request will be subject to authorization by the Responding Party and will be based on availability rather than the Nearest Available Fire Unit.
 - (4) The County retains the right to claim such additional reimbursement as may be authorized by applicable law.
- Fire units responding to Automatic Aid requests will utilize the radio frequencies assigned by the requester's dispatch center.

- The first unit to arrive at the scene of the incident shall initiate appropriate action. The officer-in-charge of the first unit to arrive shall report to the requesting party all pertinent information about the conditions encountered at the scene of the incident.
- The first arriving officer will be the incident commander (IC) until relieved by an officer of the agency with jurisdictional responsibility or authority. All apparatus at the scene of an emergency will be under the command of the IC on scene. The first arriving chief officer, regardless of jurisdiction, may assume command until relieved by a chief officer of the agency having jurisdictional responsibility. Every effort will be made to operate as a single attack force rather than as separate agencies.
- If an IC requires additional resources to augment the emergency response, he/she shall order them through the agency with jurisdictional authority for the incident.
- The Incident Command System (ICS) shall be used on every incident.

SECTION 3. OTHER RESPONSIBILITIES AND OBLIGATIONS OF THE COUNTY AND THE CITY.

The County and the City agree to the following additional responsibilities and obligations:

- a) Mutual Training. Conduct mutual trainings to ensure employees are familiar with protocols and equipment utilized by the other Party.
- b) Common Radio Communications. Work cooperatively to develop and maintain common radio communication protocols to ensure adequate communication exists while jointly responding to emergency incidents. In addition, work cooperatively and actively to deploy dispatching methods and Automatic Vehicle Location (AVL) tracking capabilities to improve response times, reduce unnecessary delays, and provide for accountability.
- c) Notifications. When advised of an emergency incident within the other's jurisdiction, to make immediate notification of the incident to the jurisdictional agency.
- d) Protective Equipment, Tools and Equipment. Ensure that all personnel respond in and use properly maintained and serviced Personal Protective Equipment (PPE), firefighting, rescue tools and equipment, specified by the sending Party's policies and consistent with State and Federal Mandates.
- e) Training Mandates. All personnel of either Party responding in the other Party's jurisdiction will be trained and qualified consistent with State Training and Safety Mandates, including, but not limited to, those formulated by the California Division of Occupational Safety and Health, as well as other training including, but not limited to, Fire Apparatus Driver/Operator Professional Qualifications, Hazardous Materials First Responder Operations, First Responder Medical, CPR, and Confined Space Rescue Awareness. All personnel of either Party responding in the other Party's jurisdiction shall be trained and qualified consistent with any applicable Federal Training and Safety Mandates. Personnel responding in the other Party's jurisdiction for technical rescue, e.g., personnel responding to vehicle

accident with confined space victim will meet or exceed State or Federal Mandated requirements for training and qualification for such rescues.

- f) Workers' Compensation. Each Party shall provide and maintain statutory California Workers' Compensation Coverage and employer's Liability Coverage, for not less than the statutorily required amount per occurrence for all its own employees engaged in providing fire suppression and emergency services assistance under this Agreement.

SECTION 4. DISPATCH CENTER RESPONSIBILITIES

Each agency's Dispatch Center will be required to notify the assisting agency's Dispatch Center of the needed aid using the Common Radio Communications protocols established by the parties. This notification will be completed by use of the established electronic notification method or by telephone if the electronic means is not available. For purposes of this Agreement, all incidents within the automatic aid area require an immediate notification by the respective dispatch center to the assisting dispatch center.

SECTION 5. RESPONSIBILITY FOR FIRE INVESTIGATIONS

Fire investigations shall be the responsibility of the agency with jurisdictional authority over the incident.

SECTION 6. PRIVILEGES AND IMMUNITIES.

The provisions of this Agreement are intended to comply with the provisions of Article 2, Chapter 2, Part 1, Division 12, of the Health and Safety Code of the State of California, and Article 2, Chapter 4, Part 2, Division 2, Title 5, of the Government Code of the State of California, providing for privileges and immunities from liabilities, exemption from losses, and rules applicable to personnel furnishing Fire Protection Services outside the jurisdiction of the Responding Party and within the jurisdiction of the Requesting Party.

SECTION 7. LIABILITY AND INDEMNIFICATION.

- a) Each Party agrees to indemnify, defend, and hold harmless the other and its officers, elected and appointed officials, employees, volunteers, and agents from and against all claims, damages, losses, and expenses, including attorney fees, caused in whole or in part by the negligence or intentional misconduct or omission of the indemnifying Party or any of its officers, elected or appointed officials, employees, volunteers, or Paid-Call-Firefighters. Each party will provide the other with a Certificate of Insurance or proof of self-insurance with liability coverage shown in an amount of not less than \$1,000,000.
- b) Each Party shall be responsible for any damage to its equipment or injury to its personnel that occurs during performance under this Agreement, except to the extent such damage or injury is caused by the negligent act of or willful misconduct or omission of the other Party or the other Party's elected or appointed officers, employees, volunteers, and Paid-Call-Firefighters or agents.

SECTION 8. AGENCY.

It is the intent of the Parties hereto, and part of the consideration supporting this Agreement, that each Party shall bear all risks and obligations for its own personnel (including but not limited to State and Federal Training Mandates as required for California firefighters, pension, relief, disability, worker's compensation, and other benefits) as well as injury or damage to third parties that may arise while responding to the requesting Party's incident in the same manner and to the same extent as if occurring within responding Party's jurisdiction, subject only to Section 3 herein.

SECTION 9. THIRD PARTIES.

Unless otherwise set forth herein, this Agreement shall not be construed as or deemed an agreement for benefit of any third party or parties, and no third party or parties shall have any right of action hereunder for any cause whatsoever.

SECTION 10. ASSIGNMENT.

This Agreement shall be binding on the successors and assigns of the Parties hereto, except that no Party shall assign this Agreement without the prior written consent of the other Party.

SECTION 11. ADMINISTRATION OF AGREEMENT.

This Agreement shall be administered through the mutual agreement of the Parties acting by and through their respective Fire Chiefs or authorized designees.

SECTION 12. TERM, MODIFICATION AND TERMINATION OF AGREEMENT.

- a) This Agreement shall be effective as of the day and year hereinabove written and shall remain in effect and continue unless terminated by either party by giving sixty (60) day written notice of its intention to terminate.
- b) This Agreement may only be modified in writing by mutual consent of the Parties.

SECTION 13. GOVERNING LAW

The interpretation and performance of this Agreement shall be governed by the laws of the United States and the State of California.

SECTION 14. ENTIRE AGREEMENT

This document, including the attached Exhibits A and B, which are incorporated herein as if set forth in full, sets forth the entire agreement of the Parties with respect to automatic and mutual aid and supersedes all prior discussions, negotiations, understandings, or agreements of the parties relating to automatic aid. No alteration or variation of this Agreement shall be valid or binding unless contained in an amendment in accordance with Section 12.

IN WITNESS WHEREOF, the County and the City, through their duly authorized representatives, hereby execute this Agreement with the intent that it is effective as of the date first written above,

and certify that they have read, understand, and voluntarily agree to the terms and conditions of this Agreement.

COUNTY OF KINGS

APPROVED AS TO FORM:

By: Doug Verboon, Chairman
Kings County Board of Supervisors

By: Carrie R. Woolley
Assistant County Counsel

Date: _____

Date: _____

ATTEST:


By _____
Catherine Venturella, Clerk
of the Kings County Board of Supervisors

By 
William Lynch, Fire Chief

Date: _____

Date: _____

CITY OF HANFORD:

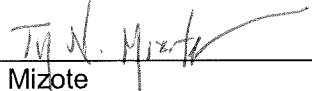
By 
John Draxler, Mayor

By 
Steve Pendergrass, Fire Chief

Date: _____

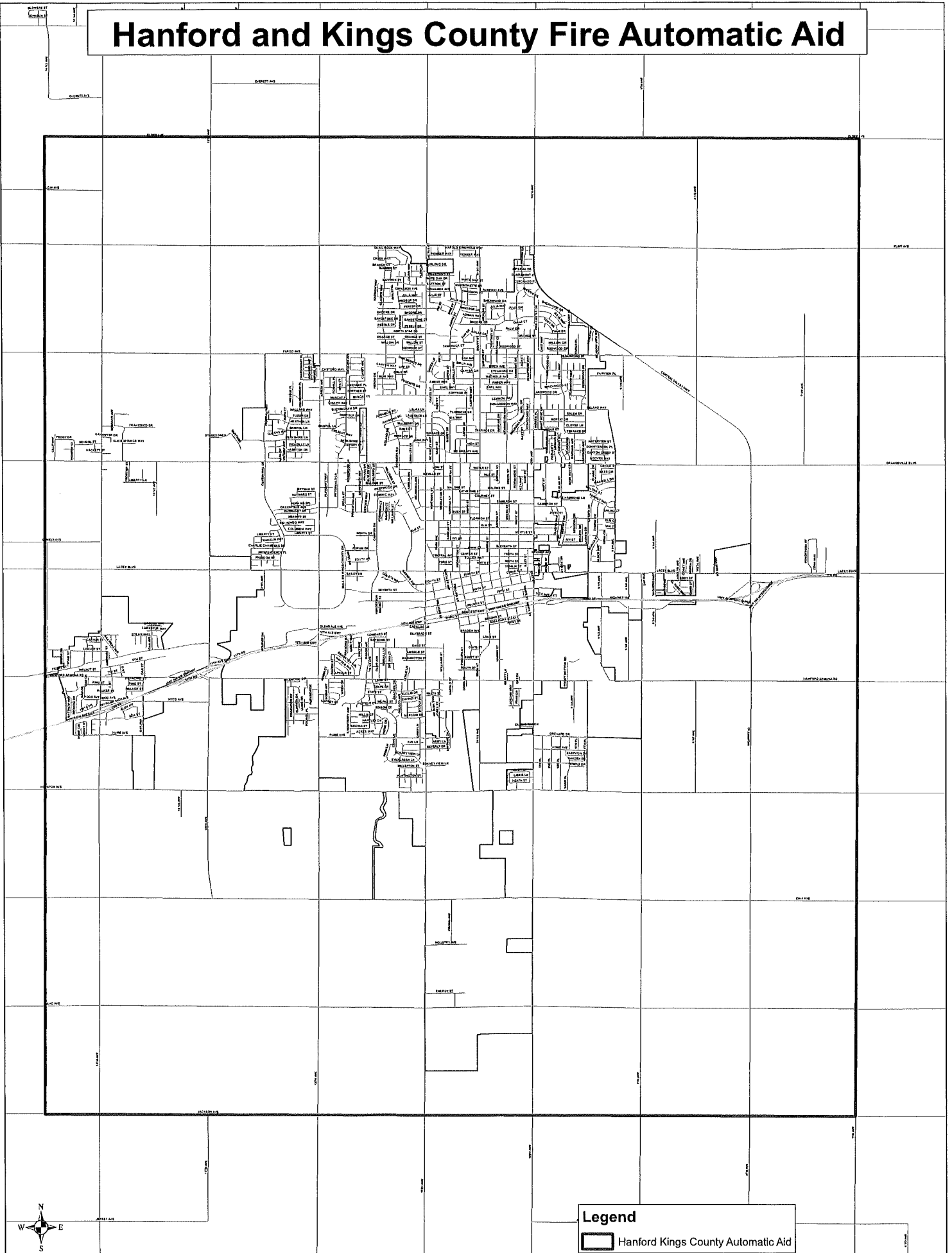
Date: _____

APPROVED AS TO FORM:
CITY LEGAL COUNSEL

By 
Ty Mizote

Date: _____

Hanford and Kings County Fire Automatic Aid



Legend
[Thick black border] Hanford Kings County Automatic Aid



Exhibit B

Hanford/ Kings County Automatic Aid Agreement

1. Agreement Boundary – As outlined in Exhibit “A” of this agreement, a defined boundary has been agreed upon by both agencies. This boundary encompasses the area within 14 ½ Avenue on the west, Jackson Avenue on the south, Seventh Avenue on the east, and Elder Avenue on the north.
2. Resource Commitment – Each agency will respond automatically with the resources as defined within this exhibit and to the extent of availability. If the defined resources are not immediately available, each agency will do so as soon as they become available. Each agency will commit appropriate resources until they can be released from the incident at the earliest convenience. Automatic aid resources shall be released first from the incident.
3. Typical Resources – each agency maintains appropriate fire suppression apparatus capable of delivering a minimum of 1250 gallons per minute to aid in the extinguishment of structural fires. These resources will be typical type utilized to meet the terms of this agreement. However, if specific types of apparatus are required, agency command personnel may request a change in the normal responding apparatus.
4. Resource Response – Listed below are the defined areas and resources that will require an automatic response if a structural type fire incident occurs:
 - a. If the incident occurs within Kings County’s jurisdiction the closest engine or truck, up to two apparatus, will be dispatched from the City of Hanford.
 - b. If the incident occurs within the City of Hanford’s jurisdiction the closest engine or truck, up to two apparatus, will be dispatched from the County of Kings.
 - c. All volunteer companies for each agency or respective station(s) will be alerted for all structure fire incidents.
5. Dispatch Center Responsibility – Each agency Dispatch Center will be required to notify the assisting agencies Dispatch Center of the needed aid. This notification will be completed by use of the established electronic notification method or by telephone if the electronic means is not available. For the purpose of this agreement, all incidents within the boundary require an immediate notification by the respective Dispatch Center to the assisting Dispatch Center.
6. Radio Communications – Each assisting agency will respond utilizing the jurisdiction of needs primary radio channel. Prior to initiating communications on the jurisdiction of needs channel, all resources shall notify their home agency of their response to the incident and that they are switching channels.

7. Incident Command – All responding resources will be under the command of the jurisdictional agency during the incident. If command of an incident is initiated by the assisting agency, transfer of command will take place as soon as practical or safe.
8. Changes In Response Resources – As additions to available resources occur; each agency shall maintain the ability to make adjustments to the responding resources. This change typically will be initiated by addition or increase in capability, change in location, of numbers of resources available. In this case, both agencies shall meet to establish the required change or addition of committed resources.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM November 10, 2020

SUBMITTED BY: Public Works Department – Kevin McAlister / Dominic Tyburski

SUBJECT: NO PARKING ZONE ON EAST 3RD STREET

SUMMARY:

Overview:

The Public Works Department is recommending creation of a no parking zone on the south side of 3rd Street from 9th Avenue, easterly to the City-County line.

Recommendation:

Authorize the installation of “No Parking” signs along the south side of East 3rd Street from 9th Avenue eastward to the City-County line.

Fiscal Impact:

This project will not impact the General Fund.

BACKGROUND:

The City of Hanford Public Works Department contacted the Kings County Public Works Department regarding the creation of a joint jurisdictional no parking zone on East 3rd Street, east of 9th Avenue. City staff provided photographic evidence along with numerous complaints from businesses in the area regarding the need for this no parking zone. On a daily basis, individuals park their vehicles on the dirt shoulder in an unsafe manner projecting onto in some cases blocking the roadway. The majority of these vehicles appear to be employees of Central Valley Meat Company, which has ample on site parking according to plant management. The bulk of this portion of East 3rd Street is in the City however, four of the required nineteen “No Parking” signs will be in County Right of Way. As such, the City of Hanford has offered to provide and install the four signs within County jurisdiction. City staff is anticipating final approval on November 5, 2020 at which time all “No Parking” signs will be installed and enforceable. Section 23-34 of the Kings County Code of Ordinance states that the Board of Supervisors shall from time to time, by its minute order, provide for parking regulations on said streets, highways, roads, alleys and lanes, and shall cause said streets, highways, roads, alleys and lanes to be appropriately marked in accordance therewith.

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
November 10, 2020

SUBMITTED BY: Public Works Department – Kevin McAlister/Dominic Tyburski
SUBJECT: COUNTY TRACT 756 PHASE 5 SUBDIVISION IMPROVEMENT AGREEMENT

SUMMARY:

Overview:

The Subdivision Map Act requires a Subdivision Improvement Agreement prior to the recordation of a subdivision map, which has required infrastructure improvements, to be approved by the Board of Supervisors.

Recommendation:

Approve the Tract 756 Phase 5 Subdivision Improvement Agreement with Armona Community Services District Jerry M. Irons and Renee M. Irons, Trustees of the Jerry M. and Renee M. Irons Family Revocable Trust, and Barry J. Nottoli, Trustee of the Barry J. Nottoli Revocable Living Trust.

Fiscal Impact:

This project will not impact the General Fund.

BACKGROUND:

The Kings County Advisory Agency approved Tentative Tract 756 on May 5, 2003. The developer is required to construct improvements for this next phase of the subdivision. After construction of said improvements, the Final Map may be approved under the terms and conditions of this agreement. Public Works has reviewed and approved the improvement plans, and the developer will provide the required surety guaranteeing the proper construction of the improvements prior to the approval of the Final Map. The County will not accept roads constructed under this agreement for maintenance, however the right of way dedications will be accepted on behalf of the public. A Zone of Benefit will assess the individual properties to provide for road maintenance.

County Counsel has reviewed and approved the agreement to form.

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.

SUBDIVISION IMPROVEMENT AGREEMENT



**COUNTY OF KINGS
TRACT 756 – PHASE 5**

November 10, 2020

ISSUED BY:

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

Recording requested by:
Board of Supervisors
County of Kings

When recorded return to:
Clerk of the Board
1400 W. Lacey Blvd.
Hanford, CA 93230

SPACE ABOVE FOR RECORDER'S USE

**AGREEMENT BY OWNER OR THE SUCCESSOR'S IN INTEREST TO
CONSTRUCT LAND DEVELOPMENT IMPROVEMENTS**

R E C I T A L S

This improvement agreement (“Improvement Agreement”) is made on the ____ day of _____, 2020, by and among the County of Kings, a political subdivision of the State of California (“County”), Armona Community Services District (“District”), a legal public agency, and Jerry M. Irons and Renee M. Irons, Trustees of the Jerry M. and Renee M. Irons 2013 Family Revocable Trust and Barry J. Nottoli, Trustee of the Barry J. Nottoli Revocable Living Trust Established August, 2019 (collectively referred to as “Subdivider”).

WHEREAS, on April 12, 1999, the Kings County Advisory Agency adopted Resolution No. 99-05 approving Vesting Tentative Tract Map No. 756 (“VTT No. 756”);

WHEREAS, the following phases of VTT No. 756 have been recorded into Kings County Record: Phase 2 recorded on Sept 10, 2004, Phase 3 recorded on May 20, 2005, Phase 4-1 recorded on September 24, 2013, and Phase 4-2 recorded on December 3, 2018;

WHEREAS, with the recording of Phase 4-2, VTT No. 756 was extended to April 22, 2022;

WHEREAS, Subdivider owns certain real estate within the unincorporated area of Kings County, California, within the jurisdiction of the District, as fully described in **Exhibit “A”** (“Property”), and known as VTT No. 756, Phase 5;

WHEREAS, the Property was surveyed and platted by Michael Sutherland and Associates, Inc. and approved by the Kings County Advisory Agency on May 5, 2003.

WHEREAS, Subdivider desires to develop single-family housing on approximately 38 lots on the Property, according to VTT 756, Phase 5;

WHEREAS, Subdivider desires to construct improvements, including asphalt concrete paved streets, concrete curb, gutter, and sidewalk, storm draining collection system, sewer, water and street lights prior to the final map recording to avoid the necessity of obtaining security bonds for construction of the improvements, as more particularly described in the Approved Street Improvement Plans, approved on April 20, 2020.;

WHEREAS, Subdivider desires to construct the improvements “at-risk” by completing the improvements as approved by the County and to the satisfaction of the County and the District, prior to the recording of the final subdivision map; and

WHEREAS, the roads and easements dedicated to the County on behalf of the public within Tract 756, Phase 5 will be maintained by a Zone of Benefit as established by the County.

NOW THEREFORE, the parties agree as follows:

1. IMPROVEMENT AGREEMENT RUNS WITH THE LAND.

The burdens of this Improvement Agreement are binding upon, and the benefits of the Improvement Agreement inure to all successors-in-interest of the parties to the Improvement Agreement, and constitute covenants that run with the Property, and in order to provide continued notice, this Improvement Agreement will be recorded by the parties.

This Improvement Agreement is an instrument affecting the title or possession of the Property. All the terms, covenants and conditions herein imposed shall be binding upon and inure to the benefit of the successors in interest of Subdivider. Upon the sale or division of the property described in Exhibit A the terms of this Improvement Agreement shall apply separately to each parcel and the Subdivider(s) of each parcel shall succeed to the obligations imposed on Subdivider by this Improvement Agreement.

The parties understand and agree this Improvement Agreement shall run with the Property and, as such, shall bind all future purchasers, owners, or other holders of interest in the Property (“Future Owner(s)”) to the same extent it binds the current owners of the Property during its term. To this end, Subdivider shall incorporate this Improvement Agreement into any agreement for the sale, transfer, or any other type of reconveyance, in whole or in part, of the Property, and require any Future Owner(s) to agree to the terms of this Agreement until such time that it no longer remains in full force and effect. Further, Subdivider shall provide notice to County and District of any pending sale, transfer, or reconveyance of any kind, as well as a copy of any proposed agreement to the same prior to the close of escrow. The sale, transfer, or reconveyance of the Property, in whole or in part, shall be contingent, and escrow shall not close, until the Future Owner(s) becomes a signatory to this Agreement through a written amendment signed by the parties’ authorized representatives. Upon the recording of the final subdivision map, this paragraph ceases to operate.

Upon annexation to any city, Subdivider agrees to fulfill all the terms of this Improvement Agreement upon demand by said city as though Subdivider had contracted with said city originally. Any annexing city shall succeed to all rights granted to County herein and may enforce such rights as though the city was the original contracting party.

2. IMPROVEMENTS.

Subdivider agrees to provide or construct the improvements of all land dedicated for streets, highways, public ways and easements according to the improvement plans proposed by Subdivider and approved by the County’s Department of Public Works Director on April 20, 2020 (“Improvement Plan”), which are deemed necessary as a result of the residential development of the Property. Said improvement plans are fully incorporated into this Improvement Agreement by this reference.

Subdivider shall arrange for the relocation of all overhead and underground public utility facilities that interfere with the development of the improvements, as per the Improvement Plan.

Subdivider agrees the County is under no obligation to record the final subdivision map prior to the completion of the improvements, to the satisfaction of the County and the District, as per the Improvement Plan.

3. JOINT COOPERATIVE IMPROVEMENT AGREEMENT.

Subdivider agrees to cooperate upon notice by County with other property owners, the County and other public agencies to provide the Improvement Plan under a joint cooperative plan including, but not limited to, the formation of a local improvements special assessment district, to secure the installation and construction of the improvements.

4. RELATIONSHIP OF THE PARTIES.

The parties specifically understand and acknowledge that the development of the property is a private project and that the County, the Subdivider and District shall not be deemed the agent of the other for any purposes.

The Subdivider(s) specifically understands and acknowledges this Improvement Agreement must be approved by two separate local public agencies, the District and the County.

5. TERM.

The Effective Date of this Improvement Agreement shall be the date on which the County adopts its resolution approving the same, with the understanding the Subdivider shall execute this Improvement Agreement prior to submission to the District, and the District shall execute this Improvement Agreement prior to submittal to the Board of Supervisors. The term of this Improvement Agreement shall end on the date the recording of VTT No. 756 expires on April 12, 2022.

6. MAINTENANCE OF IMPROVEMENTS.

County agrees to accept for public benefit those improvements which are constructed and completed in accordance with County standards and requirements and are installed within rights of way or easements dedicated and accepted by Resolution of the Board of Supervisors.

Subdivider agrees to provide any necessary temporary drainage facilities, access road or other requirements, assume responsibility for the proper functioning thereof, submit plans to the appropriate County agency for review, if required, and maintain said improvements and facilities in a manner which will preclude any hazard to life or health or

damage to adjoining property, as per the Improvement Plan.

7. FEES.

Pursuant to the Kings County Development Code Section 2307(G)(1), Subdivider shall deposit 10% of the estimated cost of the improvements in the sum of \$55,535.00 prior to the acceptance of the improvements, to guarantee the improvements against any defects in workmanship or materials. The County will retain the security for 12 months from the date of the acceptance of the improvements and will release the deposit pursuant to the Kings County Development Code Section 2307(I). A copy of the engineer's estimate of the cost of the improvements dated November 8, 2019, is attached as Exhibit "B" and incorporated into this Improvement Agreement by this reference.

Subdivider paid the County the Final Parcel Map fee of \$1,726.80 and the Subdivision Improvement Plan Check/Inspection fee of \$13,046.00.

Pursuant to the District's Ordinance Nos 1995-1 and 1999-2, Subdivider paid the District a deposit of \$13,768.00, for the costs of services, including, but not limited to, plan checking, inspections, engineering, annexation requests and legal review. If the District determines the costs for said services will be in excess of the deposit, the District will notify Subdivider of the additional deposit needed and Subdivider will deposit the additional amount before the District will conduct any further plan checks or inspections. Upon completion of the improvements, the District will refund the Subdivider the difference between the deposit and the actual costs incurred by the District, at the written request of Subdivider.

Subdivider agrees the County is under no obligation to record the final subdivision map prior to depositing the required fees with the County and/or the District.

The parties agree the fees described in this Improvement Agreement are not an exhaustive list of fees Subdivider is obligated to pay and Subdivider will be responsible for other fees, including, but not limited to, recording fees and zone and benefit formation fees.

8. INSURANCE.

Subdivider shall obtain and maintain and shall require any contractor or subcontractor engaged to perform work herein to obtain and maintain, a separate policy of

insurance in a form and amount acceptable to the County at all times during the performance of the work called for herein.

9. INDEMNIFICATION.

The Subdivider shall assume the defense and indemnify and save harmless the County, the past and present members of the Board of Supervisors, County, its officers, agents and employees, from every expense, liability or payment by reason of injury "including death" to persons or damage to property suffered through any act or omission, including passive negligence or act of negligence, or both, of the Subdivider, Owners employees, agents, contractors, subcontractors, or anyone directly or indirectly employed by either of them, or arising in any way from the work called for by this Improvement Agreement, on any part of the premises, including those matters arising out of the deferment of permanent facilities or the adequacy, safety, use or nonuse of temporary facilities, the performance or nonperformance of the work. This provision shall not be deemed to require the owner to indemnify the County against the liability for damage arising from the sole negligence or willful misconduct of the County or its agents, servants or independent contractors who are directly responsible to the County.

10. NOTICES.

Any notice to be given hereunder shall be written and given either by personal delivery or by first class U.S. mail, postage prepaid, and addressed as follows:

County

County of Kings
Public Works Director
1400 West Lacey Blvd., Building 6
Hanford, CA 93230

ACSD

Matthew Kemp, P.E.
Provost & Pritchard Eng. Group
286 W. Cromwell Avenue
Fresno CA 93711-6162

Subdivider

Jerry M. Irons and Renee M. Irons,
Trustees of the Jerry M. Irons and Renee
M. Irons 2013 Family Revocable Trust
135 E. Amber W
Hanford, CA 93230
(559) 904-4856

Barry J Nottoli, Trustee of the
Barry J. Nottoli Revocable Living Trust
Established August, 2019
2001 Larkin Valley Rd.
Watsonville, CA 95076
(831) 706-8125

Notice shall be deemed received upon actual receipt if submitted in person or three (3) days after submittal if sent via first class U.S. mail.

11. UNFORESEEN CIRCUMSTANCES.

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

12. CHOICE OF LAW.

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

13. SEVERABILITY.

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

14. SURVIVAL.

The following sections shall survive the termination of this Improvement Agreement: Section 1 Improvement Agreement Runs with the Land, Section 7 Fees, and Section 8 Insurance, and Section 9 Indemnification.

15. EXHIBITS.

This Improvement Agreement, including the recitals and any exhibits or other documents or agreements referenced herein are incorporated herein as though fully set forth, constitutes the entire agreement between the parties regarding the particular subject matter of the Improvement Agreement, and there are no inducements, promises, terms, conditions, or obligations made or entered into by the parties other than those contained or referenced herein.

16. COUNTERPARTS.

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

17. AMBIGUITIES.

This Improvement Agreement represents the contributions of all parties, who may each elect to be represented by competent counsel, and it is expressly agreed and understood that the rule stated in Civil Code section 1654, that ambiguities in a contract should be construed against the drafter, shall have no application to the construction of this Improvement Agreement.

18. AUTHORITY.

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

REMAINDER OF PAGE INTENTIONALLY BLANK
SIGNATURES ARE ON FOLLOWING PAGE

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

COUNTY OF KINGS

SUBDIVIDER(S)

By: _____
Doug Verboon, Chair
Kings County Board of Supervisors

By: _____
Barry J. Nottoli
Trustee of the Barry J. Nottoli
Revocable Living Trust
Established August, 2019

ATTEST

SUBDIVIDER

By: _____
Catherine Venturella, Clerk of the Board

By: _____
Jerry M. Irons, Trustee of the Jerry
M. Irons and Renee' M. Irons 2013
Family Revocable Trust

By: _____
Renee' M. Irons, Trustee of the Jerry
M. Irons and Renee' M. Irons 2013
Family Revocable Trust

APPROVED

APPROVED AS TO FORM
Lee Burdick, County Counsel

By: _____
Sande Huddleston, Risk Manager

By: _____
Cindy Crose Kliever,
Deputy County Counsel

Exhibits/Attachments:

Exhibit A: Legal Description

Exhibit B: Engineer's Estimate of Cost of Improvements

ACKNOWLEDGMENTS ON FOLLOWING PAGES

EXHIBIT A

The Land referred to herein below is situated in an Unincorporated Area in the County of Kings, State of California, and is described as follows:

PARCEL ONE:

PARCEL 1 ACCORDING TO PARCEL MAP THEREOF RECORDED MARCH 16, 2006 IN BOOK 17 AT PAGE 85 OF PARCEL MAPS.

ALSO BEING A PORTION OF THE SOUTH HALF OF SECTION 33, TOWNSHIP 18 SOUTH, RANGE 21 EAST, MOUNT DIABLO BASE & MERIDIAN IN THE COUNTY OF KINGS, STATE OF CALIFORNIA. VARIABLE WIDTH OFFER OF DEDICATION FOR PUBLIC STREET PURPOSES ALONG FRONT STREET PER THIS MAP.

EXCEPTING THEREFROM AN UNDIVIDED ONE-HALF INTEREST IN AND TO ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES AS RESERVED BY MANUEL J. SILVA, ALSO KNOWN AS M. J. SILVA AND MARY J. SILVA, HUSBAND AND WIFE BY DOCUMENT RECORDED MARCH 25, 1950 AS DOCUMENT NO. 2678 IN BOOK 451, PAGE 182 OF OFFICIAL RECORDS.

APN: 017-110-029



Physical: 36961 Avenue 12, Madera, CA 93636
Mailing: P.O. Box 25783, Fresno, CA 93729
559.645.4849 fax: 559.645.4869
www.bedrockeng.com

OPINION OF PROBABLE CONSTRUCTION COST

Project Name: Tract No. 756, Armona North Phase 5

Project No.: 17-4178

Date: 11-8-2019

File: 17-4178-ECE.xls

I. Street Construction / Paving

<u>Item Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total Cost</u>
1. Mobilization	1	L.S.	\$5,000.00	\$5,000.00
2. Earthwork	5400	C.Y.	\$8.00	\$43,200.00
3. Traffic Control	1	L.S.	\$1,500.00	\$1,500.00
4. Type "B" Asphalt Concrete	680	TON	\$70.00	\$47,600.00
5. Class 2 Aggregate Base	1350	TON	\$35.00	\$47,250.00
6. Concrete Sidewalk	13600	S.F.	\$4.00	\$54,400.00
7. 6' Valley Gutter	36	L.F.	\$12.00	\$432.00
8. Sawcutting	800	L.F.	\$1.00	\$800.00
9. Concrete Curb Return / WC Ramp	4	EA.	\$1,500.00	\$6,000.00
10. Concrete Drive Approach	3,650	S.F.	\$5.00	\$18,250.00
11. Clearing and Grubbing	1	L.S.	\$10,000.00	\$10,000.00
12. 6" Concrete Curb and Gutter	2,500	L.F.	\$10.00	\$25,000.00
13. Street Light	2	EA.	\$3,000.00	\$6,000.00
14. Timber Barricade	1	EA.	\$1,000.00	\$1,000.00
15. Compaction Testing	1	L.S.	\$3,000.00	\$3,000.00
16. Block Wall	595	L.F.	\$120.00	\$71,400.00

Subtotal (Street Construction / Paving) \$340,832.00

II. Sanitary Sewer Facilities

<u>Item Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total Cost</u>
1. 4" Lateral Sanitary Sewer Pipe	38	EA.	\$750.00	\$28,500.00
2. 6" PVC Sanitary Sewer Pipe	189	L.F.	\$18.00	\$3,402.00
3. 8" PVC Sanitary Sewer Pipe	1,016	L.F.	\$24.00	\$24,384.00
4. 48" Sanitary Sewer Manhole	6	EA.	\$2,500.00	\$15,000.00
5. Connect to Existing Facilities	2	EA.	\$1,000.00	\$2,000.00

Subtotal (Sanitary Sewer Facilities) \$73,286.00



David O. Hartley 11/8/19



Physical: 36961 Avenue 12, Madera, CA 93636
 Mailing: P.O. Box 25783, Fresno, CA 93729
 559.645.4849 fax: 559.645.4869
 www.bedrockeng.com

III. Water Facilities

<u>Item Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total Cost</u>
1. 8" PVC Water Pipe	1,147	L.F.	\$32.00	\$36,704.00
2. 1" Water Service / Meter	38	EA.	\$1,000.00	\$38,000.00
3. Fire Hydrant Assembly	5	EA.	\$3,000.00	\$15,000.00
4. Connect to Existing Facilities	1	EA.	\$1,000.00	\$1,000.00
			Subtotal (Water Facilities)	\$90,704.00
			Subtotal	\$504,822.00
			Contingency (10%+/-)	\$50,528.00
			<u>ESTIMATED TOTAL</u>	<u>\$555,350.00</u>



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM November 10, 2020

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

SUBJECT: HOMEKEY PROGRAM AUTHORIZING RESOLUTION

SUMMARY:

Overview:

The Human Services Agency (HSA) requests the Board approve and adopt the Homekey Project's Authorizing Resolution for the Stardust Motel Project, and delegate authority to the Department's Director, or her designee, to execute the State's standard agreements as needed prior to the Board's acceptance of the final award of funds.

Recommendation:

- a. **Adopt the Homekey Project's Authorizing Resolution for the application and participation in the Homekey program; and**
- b. **Authorize the Human Services Agency Director, or her designee, to sign and execute the Standard Agreements and all other Homekey program documents as required to secure Homekey funds.**

Fiscal Impact:

There is no General Fund impact related to this agenda item. The California Department of Housing and Community Development (HCD) requires a governing board authorizing resolution that indicates a maximum amount of funds that can be accepted for this project. HCD advises to provide sufficient maximum amount on the resolution to be able to reimburse the County for all costs associated with this project that have been incurred regardless if they were included on the Homekey application. The HSA is seeking authority to accept up to \$3,500,000 of state funding for this project, which would provide for \$2,800,000 of costs that were initially projected when this application was submitted and any additional

(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

HOMEKEY PROGRAM AUTHORIZING RESOLUTION

November 10, 2020

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costs that may occur in the process of completing due diligence, procurement, and full execution of this project. While some of these costs were included in the initial application, additional costs in staff time, structural engineering evaluation, and additional property purchase for expansion of the parking lot are all potential additional costs that may be reimbursable with these funds if actual agreements are executed and costs are incurred before December 30, 2020.

The resolution approval is for maximum funds that may be awarded to the County. Actual funds will be received based on actual expenditures incurred.

BACKGROUND:

The Board approved the submission of an application for Homekey funding for the Stardust Motel Project on August 4, 2020. At that time, however, this Authorizing Resolution was not presented for approval. Following submission of our application, the Stardust Project was placed on a reservation of funds list, which now triggers the requirement to execute this resolution in addition to completing the purchase of the Stardust Motel on or before December 2, 2020. Once these requirements are met, the Stardust Project can be moved to an award status and funding awarded, which will be brought back to the Board for acceptance. Likewise, the HSA will return to the Board for approval if the purchase of the Stardust Motel can be accomplished on or before December 2, 2020.

The Department of Housing and Community Development (HCD) received authority under Assembly Bill 83 to fund the Multifamily Housing Program, which is the statutory basis for the Homekey program. Homekey grant funds are derived primarily from Coronavirus Relief Fund (CRF) established by the federal Coronavirus Aid, Relief, and Economic Security (CARES) Act. \$600 million in grant funding has been made available to local entities within California to purchase and rehabilitate housing including hotels, motels, and vacant apartment buildings, and convert them into interim or permanent, long-term housing. \$550 million of the \$600 million in Homekey grant funds are derived from the State's direct allocation of the federal Coronavirus Aid Relief Funds (CRF) and \$50 million is derived from the State's General Fund.

The Human Services Agency (HSA) provided the Board of Supervisors a Homekey presentation on August 4, 2020, which included a project overview and obtained approval to apply for two Homekey projects (Stardust and Triangle Courtyard). The HSA submitted a Homekey application for the Stardust Motel project on August 8, 2020. On October 9, 2020, after initially being waitlisted for an award of funds, the HSA received notification from the State that it has now had a reservation of funds, subject to the County being able to close an escrow on the Stardust by December 2, 2020, and meet the other due diligence requirements and timeline included in the application.

On October 20, 2020 and October 27, 2020, your Board authorized the HSA Director to negotiate the purchase of the Stardust Motel and signed the agreement with real estate brokers to provide assistance in executing this transaction by December 2, 2020. During these meetings, the Board provided additional direction on pursuing additional property to ensure sufficient parking for this project and additional due diligence items for project execution. Based on these requests, the HSA has amended the Homekey application and requests to the State. In order to fully execute this project, the following items will need to be completed:

Agenda Item

HOMEKEY PROGRAM AUTHORIZING RESOLUTION

November 10, 2020

Page 3 of 3

- 1) Obtain the Authorizing Resolution with a maximum award limit and submit to the State.
- 2) Finalize the negotiation for the Stardust property and complete the escrow and appropriate documentation by December 2, 2020.
- 3) Complete property appraisal and structural evaluation of the property.
- 4) Update project costs as actual costs are determined, including any incidental staff cost time that can be reimbursed by the project, and adjust the budget to accept funds based on projected costs.

The HSA now requests Board's approval to adopt and approve the Authorizing Resolution of Homekey application administered through HCD for the acquisition of the Stardust Motel. Additionally, the HSA requests authority for its Director, or her designee, to sign, and execute the Standard Agreements and any other Homekey program documents as required to secure Homekey funds, total award amount unknown at this time.

The HSA will utilize Project Homekey funds to acquire the Stardust motel, a 22-room motel located in Hanford, CA. Upon acquisition, the Stardust will immediately begin operating a significant portion of the units as non-congregate shelter (Phase I) while the remaining units are rehabilitated into permanent supportive housing (Phase II). Phase II of the project timeline allows for up to three years to finalize the conversion of the motel to the permanent housing /studio apartments. At full capacity, the Stardust Motel will provide permanent housing for twenty two (22) individuals experiencing homelessness or are at risk of homelessness, and who are at increased risk for severe illness from COVID-19.

Project Homekey funds will also be utilized to cover due diligence, staff and other support costs necessary to execute this project. To ensure that sufficient funds are allocated for this purpose, the HSA requests that maximum funds that can be accepted are set at \$3,500,000, which is above the initial application but is projected to be sufficient to cover any additional costs that may be incurred in completion of this project.

County Counsel has reviewed and approved the Authorizing Resolution and agreement as to form.

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

IN THE MATTER OF AUTHORIZING
APPLICATION TO THE HOMEKEY
PROGRAM _____/

RESOLUTION NO. _____

WHEREAS, the Department of Housing and Community Development (“Department”) has issued a Notice of Funding Availability (“NOFA”), dated July 16, 2020, for the Homekey grant funds pursuant to Health and Safety Code section 50675.1.1 (Assem. Bill No. 83 (2019-2020 Reg. Sess.), § 21.);

WHEREAS, the County of Kings (“Applicant”) desires to apply for Homekey grant funds. Towards that end, Applicant is submitting an application for Homekey funds (“Application”) to the Department for review and consideration;

WHEREAS, the Department is authorized to administer Homekey pursuant to the Multifamily Housing Program (Chapter 6.7 (commencing with Section 50675) of Part 2 of Division 31 of the Health and Safety Code). Homekey funding allocations are subject to the terms and conditions of the NOFA, the Application, the Department approved STD 213, Standard Agreement (“Standard Agreement”), and all other legal requirements of the Homekey Program.

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

1. Applicant is hereby authorized and directed to submit an Application to the Department in response to the NOFA, dated July 16, 2020, and to apply for Homekey grant funds in a total amount not to exceed \$3,500,000. That amount includes \$3,200,000 for capital expenditures (as allowed under Health and Saf. Code, § 50675.1.1, subd. (a)(1)-(6)) and \$ 300,000 for a capitalized operating subsidy (as allowed under Health and Saf. Code, § 50675.1.1, subd. (a)(7)).

2. If the Application is approved, Applicant is hereby authorized and directed to ensure that any funds awarded for capital expenditures are spent by **December 30, 2020**, and that any funds awarded for capitalized operating subsidies are spent by **June 30, 2022**.

3. If the Application is approved, Applicant is hereby authorized and directed to enter into, execute, and deliver a Standard Agreement in a total amount not to exceed

\$3,500,000 any and all other documents required or deemed necessary or appropriate to secure the Homekey funds from the Department and to participate in the Homekey Program, and all amendments thereto (collectively, the “Homekey Documents”).

4. Applicant acknowledges and agrees that it shall be subject to the terms and conditions specified in the Standard Agreement, and that the NOFA and Application will be incorporated in the Standard Agreement by reference and made a part thereof. Any and all activities, expenditures, information, and timelines represented in the Application are enforceable through the Standard Agreement. Funds are to be used for the allowable expenditures and activities identified in the Standard Agreement.

5. Sanja Bugay Human Services Agency Director or her designee, is authorized to execute the Application and the Homekey Documents on behalf of Applicant for participation in the Homekey Program.

The foregoing Resolution was adopted upon motion by Supervisor _____, seconded by Supervisor _____, at a regular meeting held November 10, 2020, by the following vote:

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

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

IN WITNESS WHEREOF, I have set my hand this 10th day of November, 2020

Clerk of said Board of Supervisors

EXHIBIT A**AUTHORITY, PURPOSE AND SCOPE OF WORK****1. Authority**

Assembly Bill No. 83 (2019-2020 Reg. Sess.) added section 50675.1.1 and 50675.1.2 to the Multifamily Housing Program ("MHP") (Chapter 6.7 (commencing with Section 50675) of Part 2 of Division 31 of the Health and Safety Code). Health and Safety Code section 50675.1.1 is the statutory basis for the Homekey Program ("Homekey" or "Program"). Health and Safety Code section 50675.1, subdivision (d) authorizes the Department of Housing and Community Development ("Department" or "HCD") to administer MHP.

The Department issued a Notice of Funding Availability ("NOFA") for the Homekey Program on July 16, 2020. The NOFA incorporates by reference the MHP, as well as the MHP Final Guidelines ("MHP Guidelines"), dated June 19, 2019, both as amended and in effect from time to time. In addition, the NOFA states that Homekey grant funds are derived primarily from Coronavirus Relief Fund ("CRF") money received from the U.S. Department of the Treasury. The CRF was established by the federal Coronavirus Aid, Relief, and Economic Security (CARES) Act (Public Law No. 116-136).

This STD 213, Standard Agreement ("Agreement") is entered under the authority and in furtherance of the Program. This Agreement is the result of an Application by the Sponsor, as defined below, for funding under the Program (the "Grant"). As such, this Agreement shall be executed by the Sponsor. Where the Sponsor comprises a Local Public Entity (as defined below) and a private entity, both entities shall execute the Standard Agreement.

This Agreement hereby incorporates by reference the Application in its entirety. This Agreement is governed by the following (collectively, the "Program Requirements"), and each of the following is incorporated hereto as if set forth in full herein:

- A. The above-referenced MHP statutory scheme;
- B. The NOFA issued on July 16, 2020, and as may be subsequently amended;
- C. The MHP Guidelines;
- D. The CARES Act and related federal guidance;
- E. The award letter issued by the Department to the Sponsor; and
- F. Any and all other applicable law.

2. Purpose

The Homekey Program is intended to provide housing for individuals and families who are experiencing homelessness or who are at risk of homelessness, as defined in Part 578.3 of Title 24 of the Code of Federal Regulations, and who are impacted by the COVID-19 pandemic ("Target Population").

Homekey Program (Homekey)

NOFA Date: July 16, 2020

Approved Date: 8-03-2020

Prep. Date: [To maintain version control, insert the date of each draft version and the finalized document]

EXHIBIT A

Sponsor applied to the Department for the Grant in order to conduct one or more of the activities outlined in Paragraph 4 below. By entering into this Agreement and thereby accepting the award of Program Grant funds, the Sponsor agrees to comply with the Program Requirements and the terms and conditions of this Agreement.

3. Definitions

Any capitalized terms that are not defined below shall have the definitions set forth in the NOFA, the MHP statutes, and the MHP Guidelines. In the event of any conflict, the definitions in this Agreement and the NOFA are controlling.

- A. **"Application"** means the application for Grant funds that was submitted in response to the Department's Homekey Program 2020 Notice of Funding Availability, issued on July 16, 2020.
- B. **"CRF Covered Period"** means the time period running from **March 1, 2020 through December 30, 2020**. All Grant expenses for CRF-funded Eligible Uses must be incurred during this time period, or they will not be reimbursed. CRF-funded Eligible Uses are those listed at Paragraph 4.A – F, below.
- C. **"CRF Expenditure Deadline"** means **December 30, 2020**. All Grant expenses for CRF-funded Eligible Uses must be incurred on or before this date, or they will not be reimbursed. CRF-funded Eligible Uses are those listed at Paragraph 4.A – F, below.
- D. **"Designated Payee"** means the Co-Sponsor that will serve as the payee of the Program Grant funds. If applicable, the Designated Payee is identified at Exhibit E of this Agreement.
- E. **"Development Sponsor"** has the same meaning as **"Sponsor"** below.
- F. **"Eligible Uses"** means the activities that may be funded by the Homekey Program Grant. Those activities are listed at Paragraph 4 of this Agreement, and at Health and Safety Code section 50675.1.1, subdivision (a).
- G. **"Interim Housing"** means any facility that is primarily intended to provide temporary shelter or lodging for the Target Population, and which does require occupants to sign leases or occupancy agreements.
- H. **"Local Public Entity"** is defined at Health and Safety Code section 50079, and means any county, city, city and county, the duly constituted governing body of an Indian reservation or rancharia, tribally designated housing entity as defined in Section 4103 of Title 25 of the United States Code and Section 50104.6.5, redevelopment agency organized pursuant to Part 1 (commencing with Section 33000) of Division 24, or housing authority organized pursuant to Part 2 (commencing with Section 34200) of Division 24, and also includes any state agency, public district, or other political subdivision of the state, and any instrumentality thereof, that is authorized to engage in or assist in the development or operation of housing for persons and families of low or moderate income. In addition, and in accord with this Health and Safety Code definition, the term **"Local Public Entity"** also includes two or more local public entities acting jointly.

EXHIBIT A

- I. **“Performance Milestones”** means the indicators and metrics of progress and performance that are identified as such at Exhibit E of this Agreement. Sponsor’s failure to satisfy any one of the Performance Milestones will constitute a breach of this Agreement and will entitle the Department to exercise any and all available remedies, including the recapture of disbursed Grant funds and the cancellation of this Agreement.
- J. **“Permanent Housing”** means housing, dwellings, or other living accommodations where the landlord does not limit the tenant’s length of stay or restrict the tenant’s movements, and where the tenant has a lease and is subject to the rights and responsibilities of tenancy.
- K. **“Program Requirements”** means the legal authority and Program materials listed at Paragraph 1.A – F, above.
- L. **“Project”** means a structure or set of structures with common financing, ownership, and management, and which provides Permanent Housing or Interim Housing for the Target Population.
- M. **“Scope of Work”** or **“Work”** means the work to be performed by the Sponsor to accomplish the Program purpose.
- N. **“Sponsor”** is defined by the Multifamily Housing Program at Health and Safety Code section 50675.2, subdivision (g). (See also Health & Saf. Code, § 50669, subd. (c).) **“Sponsor”** refers, both individually and collectively, to the private entity and/or the Local Public Entity that received a Homekey Grant after submitting an Application or a joint Application to the Department. When the Sponsor comprises two entities, each entity may be referred to as a **“Co-Sponsor.”** On the STD 213 portion of this Agreement, the Sponsor is identified as the Contractor.
- O. **“State General Fund Expenditure Deadline”** means **June 30, 2022**. Grant expenses for capitalized 24-month operating subsidies (which are funded by the State General Fund) must be incurred on or before this date, or they will not be reimbursed.
- P. **“Target Population”** means individuals and families who are experiencing homelessness or who are at risk of homelessness, as defined in Part 578.3 of Title 24 of the Code of Federal Regulations, and who are impacted by the COVID-19 pandemic.

4. **Eligible Uses**

Sponsor shall apply the Program Grant funds to one or more of the following uses. Sponsor’s use of the funds and scope of work (“Scope of Work” or “Work”) are specified at Exhibit E of this Agreement.

- A. Acquisition or rehabilitation of motels, hotels, or hostels.
- B. Master leasing of properties.

Homekey Program (Homekey)

NOFA Date: July 16, 2020

Approved Date: 8-03-2020

Prep. Date: [To maintain version control, insert the date of each draft version and the finalized document]

EXHIBIT A

- C. Acquisition of other sites and assets, including purchase of apartments or homes, adult residential facilities, residential care facilities for the elderly, manufactured housing, and other buildings with existing residential uses that could be converted to permanent or interim housing.
- D. Conversion of units from nonresidential to residential in a structure with a certificate of occupancy as a motel, hotel, or hostel.
- E. The purchase of affordability covenants and restrictions for units.
- F. Relocation costs for individuals who are being displaced as a result of rehabilitation of existing units.
- G. Capitalized operating subsidies for units purchased, converted, or altered with funds provided under the Program.

5. **Performance Milestones**

Sponsor shall complete each of the Performance Milestones set forth at Exhibit E of this Agreement by the date designated for such completion therein (each a "Milestone Completion Date"). Sponsor may apply to the Department for an extension of any such Milestone Completion Date. Approval of any such extension request shall be in the Department's sole and absolute discretion. In no event will the Department approve an extension request in the absence of Sponsor's demonstration of good cause for said extension, along with Sponsor's reasonable assurances that the extension will not result in Sponsor's failure to meet other Performance Milestones or any Expenditure Deadline under this Agreement.

6. **Reporting Requirements**

Sponsor shall comply with all reporting requirements set forth at Section 402 of the NOFA or in this Agreement, all in accordance with, without limitation, the deadline(s) set forth under Performance Milestones at Exhibit E of this Agreement.

7. **Department Contract Coordinator**

The Department's Contract Coordinator for this Agreement is the Assistant Deputy Director of the Division of Financial Assistance or the Assistance Deputy Director designee. Unless otherwise informed, Sponsor shall mail any notice, report, or other communication required under this Agreement by First-Class Mail to the Department Contract Coordinator at the following address:

California Department of Housing and Community Development
Attention: Homekey Program (Homekey)
Grant Management Section
2020 West El Camino Avenue, Suite 400, 95833
P. O. Box 952050
Sacramento, CA 94252-2050

EXHIBIT A

8. Sponsor Contract Coordinator

The Sponsor Contract Coordinator for this Agreement may coordinate with Esam Abed, Kings County Human Service Agency Program Manager, for the Homekey Program. Unless otherwise informed, the Department shall mail any notice, report, or other communication required under this Agreement by First-Class Mail, or through a commercial courier, to the Sponsor Contract Coordinator at the address specified at Exhibit E of this Agreement.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Budget Detail

Applicant has been awarded the Grant amount set forth in this Agreement.

2. Conditions of Disbursement

The Department will disburse the full amount of the Grant award to the Sponsor after this Agreement has been fully executed, and after the Department receives the Sponsor's request for funds, with all required supporting documents appended thereto. The Sponsor shall append the following supporting documents to the request for funds, all in form and substance acceptable to the Department:

- A. Payee Data Record (STD 204) or Government Agency Taxpayer ID Form, as applicable;
- B. An authorizing resolution or set of authorizing resolutions that, in the Department's reasonable determination, materially comport with the Program's requirements (if the Sponsor has not already submitted same);
- C. Certification of compliance with California's prevailing wage law;
- D. Evidence of the insurance coverages required under the Program and/or a written acknowledgment of self-insured status;
- E. Documentary evidence of capacity to provide operating funds for the Project for at least five (5) years;
- F. A current title report (dated within 15 days of the request for funds);
- G. Any forms, certifications, or documentation required pursuant to Paragraph 5 – Conditions Precedent to Disbursement of Exhibit E of this Agreement; and
- H. Any other forms, certifications, or documentation deemed necessary by the Department prior to disbursement of Grant funds.

3. Performance

After disbursement of the funds, the Sponsor shall meet each Performance Milestone set forth at Exhibit E by the designated deadline. After satisfaction of each Performance Milestone, the Sponsor shall promptly report its progress, in writing, to the Department. Sponsor may apply to the Department for an extension of the Performance Milestone deadlines based on good cause shown and best efforts and assurances from the Recipient for timely completion of the remaining Milestones.

EXHIBIT B

FAILURE TO SATISFY ANY ONE OF THE PERFORMANCE MILESTONES WILL CONSTITUTE A BREACH OF THIS AGREEMENT, AND ENTITLES THE DEPARTMENT TO MANDATE THE SPONSOR TO RETURN TO THE DEPARTMENT ANY FUNDS DISBURSED; IN ANY SUCH INSTANCE, THE DEPARTMENT MAY ALSO CANCEL THIS AGREEMENT WITHOUT OWING ANY DAMAGES OR OTHER PAYMENT TO SPONSOR.

4. Fiscal Administration

- A. Sponsor shall either deposit the Grant funds with an escrow company licensed to do business in the State of California and in good standing, or deposit Grant funds in an interest-bearing checking or savings account insured by the federal or state government. All interest earned from the deposit of Grant funds shall be used for eligible Program activities.
- B. Any CRF Grant funds that have not been expended by the CRF Expenditure Deadline must be returned to the Department with accrued interest. Any State General Fund moneys that have not been expended by the State General Fund Expenditure Deadline must be returned to the Department with accrued interest. Checks shall be made payable to the Department of Housing and Community Development and shall be mailed to the Department at the address below, no later than thirty (30) calendar days after the applicable Expenditure Deadline.

Department of Housing and Community Development
Accounting Division, Suite 300
2020 W. El Camino Avenue
Sacramento, California 95833

5. Duplication of Benefit

Homekey funding is not required to be used as funding of last resort. However, Sponsor may not use Homekey funding to cover expenditures that have already been funded through other sources. Expenses that have been or will be reimbursed under any federal program are not eligible uses of Homekey funding.

EXHIBIT D

HOMEKEY GENERAL TERMS AND CONDITIONS

1. Effective Date, Term of Agreement, Timing, and Deadlines

- A. This Agreement is effective upon the date of the Department representative's signature on the STD 213, Standard Agreement (such date, the "Effective Date").
- B. This Agreement shall terminate five (5) years after the Effective Date, as stated in Paragraph 2 of the STD 213, Standard Agreement (such date, the "Expiration Date").
- C. Sponsor will receive the disbursement of Program funds after satisfying all conditions precedent to such disbursement, as set forth under Paragraph 2 of Exhibit B. All Program funds must be disbursed by **December 30, 2020**.
- D. Grant expenses for CRF-funded Eligible Uses must be incurred from **March 1, 2020 through December 30, 2020** (the "CRF Covered Period"). **December 30, 2020** is the deadline for all such expenditures (the "CRF Expenditure Deadline" or "Expenditure Deadline"). CRF-funded Eligible Uses are those listed at Paragraph 4.A – F of Exhibit A.
- E. Grant expenses for capitalized 24-month operating subsidies (which are funded by the State General Fund) must be incurred by **June 30, 2022** (the "State General Fund Expenditure Deadline" or "Expenditure Deadline").
- F. Any expenses incurred prior to the CRF Covered Period, after the CRF Expenditure Deadline, or after the State General Fund Expenditure Deadline, respectively and as applicable, are not eligible for payment under the Program. Grant funds that have not been expended by the applicable Expenditure Deadlines shall revert to the Department.

2. Termination

The Department may terminate this Agreement for cause at any time by giving at least 14 days' advance written notice to the Sponsor. Upon such termination, Sponsor shall return any unexpended funds to the Department within thirty (30) calendar days of the date on the Department's written notice of termination, unless the Department has approved an alternate arrangement in advance and in writing, as provided below. Such termination will not limit any other remedies that may be available to the Department under this Agreement, at law, or in equity.

Cause shall consist of Sponsor's breach of, or failure to satisfy, any of the terms or conditions of this Agreement. Cause includes but is not limited to the following:

Homekey Program (Homekey)

NOFA Date: July 16, 2020

Approved Date: 8-03-2020

Prep. Date: [To maintain version control, insert the date of each draft version and the finalized document]

EXHIBIT D

- A. Sponsor's failure to satisfy the conditions precedent to disbursement or to expend Program Grant funds, as specified, by **December 30, 2020**.
- B. Sponsor's failure to timely satisfy each or any of the conditions set forth in these Homekey General Terms and Conditions, the Special Conditions set forth at Exhibit E of this Agreement (including any one of the Performance Milestones), or the award letter.
- C. Sponsor's violation of any of the Program Requirements.
- D. The Department's determination of the following:
 - 1) Any material fact or representation, made or furnished to the Department by the Sponsor in connection with the Application or the award letter, shall have been untrue or misleading at the time that such fact or representation was made known to the Department, or subsequently becomes untrue or misleading; or
 - 2) Sponsor has concealed any material fact from the Department related to the Application or the Project.
- E. The Department's determination that the objectives and requirements of the Homekey Program cannot be met in accordance with applicable timeframes, as memorialized by this Agreement.

Sponsor's failure to meet any applicable Expenditure Deadline shall result in the automatic termination of this Agreement, and Sponsor shall return all disbursed Grant funds to the Department within thirty (30) calendar days of the applicable Expenditure Deadline.

In the event of any other breach, violation, or default by the Sponsor, the Department may give written notice to the Sponsor to cure the breach, violation, or default. If the breach, violation, or default is not cured to the Department's satisfaction within a reasonable time, as determined by the Department at its sole and absolute discretion, then the Department may declare a default under this Agreement and seek any and all remedies that are available under this Agreement, at law, or in equity.

3. Eligible Activities

Grant funds awarded to the Sponsor shall be applied to the eligible uses set forth at Exhibit A and described in greater detail at Exhibit E. Payment for any cost which is not authorized by this Agreement or which cannot be adequately documented shall be disallowed and must be reimbursed to the Department or its designee.

4. Performance Milestones

Sponsor shall timely satisfy and complete all Performance Milestones, as identified at Exhibit E of this Agreement.

EXHIBIT D

5. Article XXXIV

Article XXXIV, section 1 of the California Constitution ("Article XXXIV") is not applicable to development involving the acquisition, rehabilitation, reconstruction, alterations work, or any combination thereof, of lodging facilities or dwelling units using moneys receiving from the CRF established by the federal CARES Act (Public Law 116-136), pursuant to Health and Safety Code section 37001, subdivision (h).

6. Appraisals

Sponsor shall, at the request of the Department, provide an appraisal of any real property or any interest in real property that is acquired with the Grant funds. Any such appraisal shall be prepared in a form, and by a qualified appraiser, acceptable to the Department.

7. Compliance with California's Prevailing Wage Law

Sponsor's Project may be subject to California's prevailing wage law (Lab. Code, § 1720 et seq.). Sponsor is urged to seek professional legal advice about the law's requirements. Prior to disbursing the Grant funds, the Department will require a certification of compliance with California's prevailing wage law. The certification must verify that prevailing wages have been or will be paid if such payment is required by law, and that labor records will be maintained and made available to any enforcement agency upon request. The certification must be signed by Sponsor and its general contractor.

8. Environmental Conditions

Sponsor shall provide a Phase I Environmental Site Assessment ("ESA") for the Project, in conformance with ASTM Standard Practice E 1527, evaluating whether the Project is affected by any recognized environmental conditions. If the Phase I ESA discloses evidence of recognized environmental conditions and Sponsor desires to proceed with the Project, the Sponsor shall provide the Department with a Phase II report and any additional reports as required by the Department and in a form acceptable to the Department. Any remediation work shall be subject to Department approval. Sponsor shall also provide an asbestos assessment and a lead-based paint report for the Department's approval if the Project involves rehabilitation or demolition of existing improvements.

9. Insurance

Sponsor shall obtain the insurance coverages identified at Article VI of the NOFA; Sponsor shall maintain such insurance coverages for either the term of this Agreement or the term of any required use restriction or affordability covenant, whichever applicable term is longer. Sponsor shall name the State of California and the Department, as well as their respective appointees, officers, agents, and employees, as additional insureds on all such policies. Such policies shall provide for notice to the Department in the event of any lapse of coverage or insurance claim thereunder. Prior to disbursement of any Grant funds, Sponsor shall provide

EXHIBIT D

evidence satisfactory to the Department of its compliance with these insurance requirements.

If Sponsor is a Local Public Entity and is self-insured, in whole or in part, as to any of the required types and levels of coverage, the Local Public Entity shall provide the Department with a written acknowledgment of its self-insured status prior to disbursement of any Grant funds. If the Local Public Entity abandons its self-insured status at any time after execution of this Agreement, the Local Public Entity shall immediately notify the Department, and shall promptly comply with the insurance coverage requirements under the Program.

10. Operating Funds

Sponsor shall demonstrate its capacity to provide five (5) years of operating funds for the Project. As set forth at Exhibit B of this Agreement, Sponsor shall provide documentary evidence of such capacity prior to disbursement of any Grant funds.

11. Relocation

If there is or will be any residential or commercial displacement directly or indirectly caused by the Project, the Sponsor shall provide a relocation plan to the Department for review. The relocation plan must comply with the requirements of state law (Gov. Code, § 7260 et seq.) and the regulations adopted by the Department (Cal. Code Regs., tit. 25, § 6000 et seq.). The Project budget shall include enough funds to pay all costs of relocation benefits and assistance, as identified in the relocation plan accepted by the Department. If the Project will not cause any displacement, the Sponsor must provide corroborating documentation to the Department for approval. If there is separate federal funding of the Project, the Sponsor shall comply with federal Uniform Relocation Act requirements to the extent applicable.

12. Site Control

Unless and except as otherwise expressly approved in writing by the Department or provided at Exhibit E to this Agreement, the Sponsor shall at all times have control of the property and such control shall not be contingent on the approval of any other party. The status and nature of the Sponsor's title and interest in the property must be acceptable to the Department. Site control may be evidenced by one of the following:

- A. Fee title.
- B. A leasehold interest on the property with provisions that enable the lessee to make improvements on and encumber the property provided that the terms and conditions of any proposed lease shall permit compliance with, and satisfaction of, all program objectives and requirements, including, without limitation, those set forth in this Agreement. If the Sponsor's interest in the property is a leasehold, and the lessee and the lessor are affiliated or related parties, then the Department may require that both the lessee and the lessor must execute this Agreement.
- C. An executed disposition and development agreement, or irrevocable offer of dedication to

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EXHIBIT D

- a public agency.
- D. A sales contract, or other enforceable agreement for the acquisition of the property. If this form of evidence was relied upon at the time of Application, the Department may impose additional Performance Milestones (e.g., presentation of additional or supplemental evidence of eventual site control closer to any projected close of escrow).
 - E. A letter of intent, executed by a sufficiently authorized signatory of the Sponsor, that expressly represents to the Department, without condition or reservation, that, upon successful application, the Sponsor shall purchase or otherwise acquire a sufficient legal interest in the property to accomplish the purpose of the award. The letter of intent must also be duly acknowledged by the party selling or otherwise conveying an interest in the subject property to the Sponsor. If this form of evidence was relied upon at the time of Application, the Department may impose additional Performance Milestones (e.g., presentation of additional or supplemental evidence of eventual site control closer to any projected close of escrow).
 - F. Other forms of site control that give the Department assurance (equivalent to A-E above) that the Sponsor will be able to complete the Project in a timely manner and in accordance with the Program's objectives and requirements, including, without limitation, those set forth or referenced in this Agreement.

13. Adaptability and Accessibility

The Project shall comply with all applicable federal, state and local laws regarding adaptability and accessibility in the design, construction and rehabilitation of residential projects for persons with disabilities.

14. Title Report

Sponsor shall provide a current title report for the real property on which the Project is located. If Sponsor's interest in the property is leasehold, then Sponsor shall provide a current title report for the leasehold interest and the fee interest.

15. Title Insurance

Sponsor shall provide evidence of title insurance and an ALTA As-Built Survey that are acceptable to the Department. The condition of title, the insurer, the liability amount, the form of policy, and the endorsements shall be subject to Department approval. The policy shall insure that Sponsor holds good and marketable title (fee simple or leasehold).

16. Supportive Services Plan

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Where a project features on-site supportive services, Sponsor shall submit a supportive services plan to the Department for its review and approval. Such plan shall meet the Program Requirements.

17. **Non-Discrimination**

During Sponsor's performance under this Agreement, Sponsor shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), genetic information, marital status, military and veteran status, and denial of medical and family care leave or pregnancy disability leave. Sponsor shall ensure that the evaluation and treatment of employees and applicants for employment are free from such discrimination and harassment. Sponsor shall comply with California's laws against discriminatory practices relating to specific groups: the California Fair Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.); the regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 et seq.); and the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code, §§ 11135 - 11139.5). Sponsor shall give written notice of its obligations under this provision to labor organizations with which it has a collective bargaining or other agreement.

18. **Affirmative Fair Housing Marketing Plan and Fair Housing Compliance**

Sponsor shall develop and implement an affirmative fair housing marketing plan that is satisfactory to the Department. Appropriate aspects of the initial plan shall be incorporated into the ongoing management plan to ensure positive outreach and informational efforts to those who are least likely to know about and apply for Interim Housing or Permanent Housing. Sponsor is encouraged to refer to the guidelines for Affirmative Fair Housing Marketing Plans issued by the U.S. Department of Housing and Urban Development ("HUD"). Sponsor shall comply with all state and federal fair housing laws.

19. **Sponsor Acknowledgment of the Pet Friendly Housing Act of 2017**

By executing this Agreement, Sponsor acknowledges that the Pet Friendly Housing Act of 2017 (Health & Saf. Code, § 50466) requires each housing development, if it is financed on or after January 1, 2018 pursuant to Division 31 of the Health and Safety Code, to authorize a resident of the housing development to own or otherwise maintain one or more common household pets within the resident's dwelling unit, subject to applicable state laws and local governmental ordinances related to public health, animal control, and animal anticruelty.

EXHIBIT D

20. Final Certificate of Occupancy

Sponsor shall provide a final certificate of occupancy (or an equivalent form of occupancy certification or approval) issued by the local agency having jurisdiction over such certificates.

21. Occupancy

The units shall be in decent, safe, and sanitary condition at the time of their occupancy. In addition, the Sponsor shall certify, upon occupancy, that it will employ the core components of Housing First (set forth at Health and Safety Code section 8255) as part of its property management and tenant selection practices.

22. Reporting Requirements

Sponsor shall submit expenditure and program reporting to the Department by **February 1, 2021**. Such reporting shall include the data outlined at Section 402 of the NOFA.

If Sponsor has received State General Fund moneys to fund a 24-month operating subsidy, Sponsor shall submit relevant expenditure reporting to the Department on **January 31, 2021; July 31, 2021; January 31, 2022; and July 31, 2022**. Such reporting shall include the data set forth at Section 402.i. – vi. of the NOFA.

23. Use Restrictions and Affordability Covenants

Either a use restriction or an affordability covenant shall be recorded against the Project real property, depending on the Project type. For Interim Housing Projects that will not result in permanent housing, the Department shall cause a 10-year use restriction to be recorded against the Project real property. For Interim Housing Projects that will ultimately result in permanent housing, the Local Public Entity shall cause a 10-year use restriction to be recorded against the Project real property. For Permanent Housing Projects, the Local Public Entity shall cause a 55-year affordability covenant to be recorded against the Project real property.

All use restrictions and affordability covenants shall require integration of the Target Population within all entrances, common areas, and buildings that comprise the Project.

All use restrictions and affordability covenants are subject to the advance written approval of the Department, and shall be acceptable to the Department in form, substance, and priority. Project-specific requirements and deadlines are set forth at Exhibit E of this Agreement.

24. Restrictions on Sales, Transfers, and Encumbrances

Sponsor shall not, for the duration of this Agreement, sell, assign, transfer, or convey the Project, or any interest therein or portion thereof, without the express prior written approval of the Department.

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25. **Retention, Inspection, and Audit of Records**

Sponsor is responsible for maintaining records which fully disclose the activities funded by the Grant. Sponsor shall retain all records for a period of five (5) years after the expiration of this Agreement, unless a longer retention period is stipulated. If any litigation, claim, negotiation, audit, monitoring, inspection or other action commences during this required retention period, all records must be retained until a full and final resolution of the action.

The Department, as well as its appointees, employees, agents, and delegates, shall have the right to review, obtain, and copy all records pertaining to performance under this Agreement. Sponsor shall provide any relevant information requested, and shall permit access to its premises, upon reasonable notice and during normal business hours, for the purpose of interviewing employees and inspecting and copying books, records, accounts, and other relevant material.

At any time during the term of this Agreement, the Department may perform or cause to be performed a financial audit of any and all phases of the Project. At the Department's request, the Sponsor shall provide, at its own expense, a financial audit prepared by a certified public accountant. The audit shall be performed by a qualified state, local, independent, or Department auditor. Where an independent auditor is engaged, the audit services agreement shall include a clause which permits the Department to have access to the independent auditor's relevant papers, records, and work product.

If there are audit findings, the Sponsor shall submit a detailed response to the Department for each audit finding. The Department will review the response. If the Department determines, in its sole and absolute discretion, that the response is satisfactory, the Department will conclude the audit process and notify the Sponsor in writing. If the Department determines, in its sole and absolute discretion, that the response is not satisfactory, the Department will contact the Sponsor, in writing, and explain the action required to cure any audit deficiencies. Such action could include the repayment of ineligible costs or other remediation.

If so directed by the Department upon the termination or expiration of this Agreement, the Sponsor shall deliver all records, accounts, documentation, and other materials that are relevant to this Agreement to the Department as depository.

26. **Site Inspection**

The Department reserves the right, upon reasonable notice, to inspect the Project to determine whether it meets the Program Requirements. If the Department reasonably determines that the site is not acceptable for the Project in accordance with the Program Requirements, the Department reserves the right to rescind the award and the Grant. Nothing in this paragraph is intended to create or imply any obligation of the Department to inspect the Project.

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27. Compliance with State and Federal Laws, Rules, Guidelines, and Regulations

Sponsor agrees to comply with all state and federal laws, rules, guidelines, and regulations that are applicable to the Project, including those that pertain to construction, health and safety, labor, fair employment practices, and equal opportunity.

28. Updated Information

If there is any change in the information that has been provided to the Department, Sponsor shall promptly provide the Department with updated documentation (e.g., updated sources and uses). All changes shall be subject to Department approval.

29. Survival of Obligations

The obligations of the Sponsor, as set forth in this Agreement, shall survive the termination or expiration of this Agreement.

30. Litigation

Sponsor shall notify the Department immediately of any claim or action undertaken by or against it which affects or may affect this Agreement or the Department, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement, the Program Requirements, the interests of the Department, and the objectives of the Homekey Program.

31. Severability

This Agreement constitutes the entire agreement between the Sponsor and the Department. All prior representations, statements, negotiations and undertakings with regard to the subject matter hereof are superseded hereby. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remaining terms and provisions of this Agreement, or the application of such terms or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

32. Waivers

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The Department's failure, at any time, to enforce the provisions of this Agreement or to require the Sponsor's performance under this Agreement shall in no way be construed as a waiver of such provisions or performance, and it shall not affect the validity of this Agreement or the Department's right to enforce this Agreement.

EXHIBIT D

33. Disputes

In the event of any conflict between this Agreement and any Sponsor documents or side agreements, this Agreement and the Program Requirements shall prevail, are applicable, and shall be enforceable by the Department even if the Department provided review or approval of such documents and side agreements.

34. Consent

The parties agree that wherever the consent or approval of the Department or Sponsor is required under this Agreement, such consent or approval shall not be unreasonably withheld, conditioned, or delayed, unless the same is specified as being in that party's sole and absolute discretion, or other words of similar import.

35. Sponsor Liability

Sponsor shall remain liable to the Department for performance under this Standard Agreement and compliance with all Program Requirements regardless of any Department-approved transfer or assignment of interest, or of any designation of a third party for the undertaking of all or any part of the Scope of Work. Likewise, each Co-Sponsor shall remain jointly and severally liable to the Department for performance under this Standard Agreement and compliance with all Program Requirements regardless of any Department-approved transfer or assignment of interest; any designation of a third party for the undertaking of all or any part of the Scope of Work; or the Co-Sponsors' identification of a Designated Payee.

36. Defense and Indemnification

Sponsor agrees to defend, indemnify, and hold harmless the Department, and its appointees, agents, employees, and officers, from any losses, damages, liabilities, claims, actions, judgments, court costs and legal or other expenses (including attorneys' fees), which may arise in connection with Sponsor's use of the Grant funds and performance under this Agreement. If any attorney, including the California Attorney General, is engaged by the Department to enforce, construe, or defend any provision of this paragraph, with or without the filing of any legal action or proceeding, Sponsor shall, individually or jointly, pay to the Department, immediately upon demand, the amount of all attorneys' fees and costs incurred by the Department in connection therewith.

37. Time Is of the Essence

Time is of the essence under this Agreement, and in the performance of every term, covenant, and obligation contained herein.

EXHIBIT E

PROJECT-SPECIFIC PROVISIONS AND SPECIAL TERMS AND CONDITIONS

A. PROJECT-SPECIFIC PROVISIONS

1. Project Description

- i. Identify the Grant Amount.
- ii. Identify the payee or the Designated Payee.
- iii. Identify the Eligible Use of the Grant funds.
- iv. Identify the street address and assessor's parcel number (APN) of the Project site(s).
- v. Include additional information about the Project. Examples include, but are not limited to, the following:
 - a) Unit mix chart.
 - b) A description of how the Project will address racial equity and inequities for the Target Population (if Sponsor received points for this showing under Section 204, Table 7, Item 3 of the NOFA).
 - c) A description of the Project's proximity to transit (if Sponsor received points for this feature under Section 204, Table 7, Item 4 of the NOFA).
 - d) A description of the alternative transportation service available at the Project site (if Sponsor received points for this feature under Section 204, Table 7, Item 4 of the NOFA).
 - e) A description of the Project's proximity to essential services (if Sponsor received points for this feature under Section 204, Table 7, Item 4 of the NOFA).

2. Scope of Work

- i. Include a clear, precise description of the work to be performed; the services to be provided; and the goals and objectives to be met.

3. Sponsor Contract Coordinator

Authorized Representative Name:	Esam Abed
Authorized Representative Title:	Program Manager
Entity Name:	Kings County Human Services Agency
Address:	1400 W. Lacey Blvd., Bldg. 8, Hanford CA 93230
Phone No.:	(559) 852-4247

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E-Mail Address:	Esam.Abed@co.kings.ca.us
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4. Budget Detail

- i. DFA: Insert specific budget detail (e.g., sources and uses, other funding sources).

5. Conditions Precedent to Disbursement

- i. Insert conditions precedent to disbursement that are specific to this Project.

6. Performance Milestones

- i. Please insert a customized list of Performance Milestones that are critical to the Project. A sample list is set forth below for informational guidance only.

Performance Milestones	Date
Site control of Project site.	11/16/2020
Completion of all necessary environmental clearances.	01/18/2021
Obtaining all discretionary public land use approvals that are required, notwithstanding Health and Safety Code section 50675.1.1, subdivision (g).	01/18/2021
Obtaining all enforceable funding commitments.	03/30/2021
Satisfaction of all conditions of disbursement set forth at <u>Exhibit B</u> .	12/02/2020
Program funds fully disbursed.	12/30/2020
Satisfaction of occupancy timeline.	03/30/2021
Sponsor's submission of certification that it will employ the core components of Housing First (set forth at Health and Safety Code section 8255) as part of its property management and tenant selection practices.	12/02/2020
Recordation of a 10-year use restriction by the Local Public Entity [for Interim Housing Projects that will convert to permanent housing]	03/30/2021
Recordation of a 55-year affordability covenant by the Local Public Entity [for Permanent Housing Projects]	03/30/2021
Submission of expenditure and program reporting	Feb. 1, 2021

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Performance Milestones	Date
Submission of expenditure reporting in connection with 24-month operating subsidy	Jan. 31, 2021
	July 31, 2021
	Jan. 31, 2022
	July 31, 2022

B. SPECIAL TERMS AND CONDITIONS

The following Special Terms and Conditions are applicable to this Project and shall control notwithstanding anything to the contrary herein:

Homekey Program (Homekey)

NOFA Date: July 16, 2020

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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 November 10, 2020

SUBMITTED BY: Administration – Rebecca Campbell

SUBJECT: AGREEMENT WITH THE SANTA ROSA RANCHERIA FOR FINANCIAL
MITIGATION OF PUBLIC SERVICES

SUMMARY:

Overview:

The Santa Rosa Rancheria Tachi-Yokut Tribe operates the Palace Indian Gaming Facility in Kings County. Staff has been working with the Tribal Council and their attorneys on the development of an Inter-Governmental Agreement to compensate Kings County for services provided because of their gaming operations, which they propose to expand, and to their community.

At the time this report was written, Staff was still negotiating and developing the final language of the Agreement for consideration by your Board.

Recommendation:

Approve an Inter-Governmental Agreement with the Santa Rosa Rancheria Tachi-Yokut Tribe concerning the County’s provision of public services to mitigate the impacts resulting from the Tribe’s Palace Indian Gaming Facility and the proposed expansion of those facilities, as well as other services to the Tribal community.

Fiscal Impact:

Depending on the final terms of the Agreement, Kings County could receive the following revenues from the Tribe: \$450,000 for services rendered through June 30, 2020, \$900,000 for services already rendered and to be rendered during FY 2020/2021, and additional revenues to be determined for Sheriff and Fire operations in the future years of the Agreement. The Tribe has also agreed to build a new fire station on Tribal land, which the Tribe will make available for County operations and which will off-set costs associated with operations of the County’s current Fire Station 7.

(Cont’d)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

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

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

AGENDA ITEM

AGREEMENT WITH THE SANTA ROSA RANCHERIA FOR THE PROVISION OF PUBLIC SERVICES

November 10, 2020

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BACKGROUND:

For the last 20 years, the Tachi-Yokut Tribe has contracted with Kings County for the provision of law enforcement and fire services which are largely related to the off-reservation impacts of activity associated with the Palace Indian Gaming Facility. As the Tribe negotiates a new gaming compact with the State, it is considering expansion of its gaming facilities, a proposed 200-home housing development on Tribal lands, and the expansion of an off-reservation gas station, among other non-gaming projects.

These activities and changes will result in direct increases in calls for service for both the Sheriff's Office and the Fire Department. Increased calls to the Sheriff's Office will also result in increased workload in the D.A.'s Office and other criminal justice departments including Probation. Infrastructure, specifically roads, are impacted due to increased traffic. To mitigate the cost of these increases in public services, Staff and the Tribe are proposing an Inter-Governmental Agreement that will compensate Kings County for the services it provides to the reservation and to the communities surrounding the reservation. The specifics of the current draft Agreement will be made available as soon as possible prior to your Board meeting. The Tribe has indicated a strong desire to complete and approve the Agreement prior to November 15, 2020, so although we don't have the final version of the Agreement included here, Staff is placing this item on the Agenda to allow your Board the opportunity to act within this time frame should the Agreement be acceptable.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM November 10, 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

November 10, 2020

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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.