

Board Members

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



Staff

Larry Spikes, Interim County Admin. Officer
Carrie Woolley, Interim County Counsel
Catherine Venturella, Clerk of the Board

Board of Supervisors Regular Meeting Agenda

Date: Tuesday, August 3, 2021
Time: 9:00 a.m.
Place: Board of Supervisors Chambers, Kings County Government Center
1400 W. Lacey Boulevard, Hanford, California 93230

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

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

California Governor Gavin Newsom issued Executive Orders N-25-20 and N-29-20 on March 12, 2020 and March 17, 2020, respectively, relating to the convening of public agency meetings in light of the COVID-19 pandemic. The Board of Supervisors will convene their public meetings via video and teleconference. Pursuant to the Executive Orders, and as advised by local Health Officials, the Kings County Board of Supervisors, County staff and interested members of the public may attend the meeting in person. The meeting can also be attended telephonically or by the Internet by sending an email to bosquestions@co.kings.ca.us on the morning of the meeting for an automated email response with the WebEx meeting information.

Members of the public who wish to only observe the meeting virtually can do so via the worldwide web at:
<https://youtu.be/Yh1jAG6KKnM> or go to www.countyofkings.com and click on the "Join Meeting" link.

Members of the public who wish to comment may submit written comments on any matter within the Board's subject matter jurisdiction, regardless of whether it is on the agenda for the Board's consideration or action, and those comments will become part of the administrative record of the meeting. Comments will not be read into the record, only the names of who have submitted comments will be read into the record. Written comments received by the Clerk of the Board of Supervisors no later than 8:30 a.m. on the morning of the noticed meeting will be included in the record, those comments received after 8:30 a.m. will become part of the record of the next meeting. To submit written comments by email, please forward them to bosquestions@co.kings.ca.us or by U.S. Mail, please forward them to: Clerk of the Board of Supervisors, County of Kings, 1400 W. Lacey Blvd., Hanford, CA 93230.

- I. 9:00 AM CALL TO ORDER**
ROLL CALL – Clerk of the Board
INVOCATION – Pastor Brian Kleinhammer – Kingdom Culture 2.0
PLEDGE OF ALLEGIANCE
- II. UNSCHEDULED APPEARANCES**
Any person may directly address the Board at this time on any item on the agenda, or on any other items of interest to the public, that is within the subject matter jurisdiction of the Board. Two (2) minutes are allowed for each item.
- III. APPROVAL OF MINUTES**
A. Report Out of Closed Session on July 27, 2021.
B. Approval of the minutes from the July 27, 2021 regular meeting.



IV.

CONSENT CALENDAR

A. Agriculture Department:

1. Consider approving the Cooperative Agreement with the California Department of Food and Agriculture for the County's Bee Safe Program, retroactively effective from July 1, 2021 to June 30, 2022.

B. Fire Department:

1. Consider approving out-of-state travel for Assistant Fire Chief Joshua Cunningham, Battalion Chief Rick Levy, Fire Captain Derek Dominquez, and Fire Captain Ryan Dunelew to attend the International Association of Fire Fighters Fallen Firefighter Memorial Ceremony in Colorado Springs, Colorado from September 16-19, 2021.

C. Job Training Department:

1. Consider approving the Standard Agreement with the California Employment Development Department to provide reimbursement to the Job Training Office for the utilization of telephones and associated equipment, retroactively effective from July 1, 2021 to June 30, 2022.

D. Probation Department:

1. Consider approving an Agreement with Champions Recovery Alternative Programs, Inc. for residential substance use treatment and other rehabilitative services, retroactively effective from July 1, 2021 to June 30, 2022.

E. Administration:

1. Consider denying the Claim for Damages filed by Carlos Robledo.

V.

REGULAR AGENDA ITEMS

A. Child Support Services – Marie Waite

1. Consider adopting a Resolution declaring August 2021 as Child Support Awareness Month in Kings County.

B. Human Resources Department –Henie Ring

1.
 - a. Consider approving the revised job specification for Child Support Assistant; and
 - b. Approve a salary adjustment of 5 salary ranges (approximately 5%) for the Child Support Assistant classification, from range 145.5 (\$2,555 -\$3,120) to range 150.5 (\$2,687-\$3,278), effective Pay Period 17-2021 (beginning August 9, 2021).

C. Public Health Department – Edward Hill/Michelle Bieber/Darcy Pickens

1. Consider adopting a Resolution proclaiming the month of August 2021 as National Breastfeeding Month in Kings County.
2. Consider adopting a Resolution proclaiming August 2021 as Valley Fever Awareness Month in Kings County.

D. Administration – Larry Spikes/Matthew Boyett

1.
 - a. Review the Kings County Association of Governments response to the Grand Jury report titled Pedestrian Safety in Kettleman City: A Community's Long-Standing Plea for Improvements; and
 - b. Approve the Kings County Association of Governments response as the Board response to the Grand Jury.

E. Public Health Department – Edward Hill

1. 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.



VI. STUDY SESSION

A. Public Health Department – Edward Hill/Michelle Bieber

Receive a presentation on the status of Kings County’s breastfeeding rates and strategies to improve them.

STUDY SESSION

B. Administration – Larry Spikes/Kyria Martinez

Study Session on the American Rescue Plan Act funding.

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).

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

VIII. CLOSED SESSION

- ◆ **Significant Exposure to Litigation: 1 Case [Govt. Code Section 54956.9 (d)(2)]**

- ◆ **Personnel Matter: [Govt. Code Section 54957]**

Public Employee Appointment: County Administrative Officer

IX. ADJOURNMENT

The next regularly scheduled meeting will be held on Tuesday, August 10, 2021, at 9:00 a.m.

FUTURE MEETINGS AND EVENTS

August 9	9:00 AM	Board of Equalization Regular Meeting
August 10	9:00 AM	Regular Meeting
August 10	11:00 AM	California Community Housing Agency Regular Meeting
August 17	9:00 AM	Regular Meeting/Budget Hearing
August 18	9:00 AM	Budget Hearing Continued
August 23	9:00 AM	Board of Equalization Regular Meeting
August 24	9:00 AM	Regular Meeting
August 30	9:00 AM	Board of Equalization Regular Meeting
August 31	9:00 AM	Regular Meeting
August 31	10:00 AM	Third Public Hearing - Redistricting
September 7	-----	Regular Meeting cancelled due to observance of Labor Day on September 6, 2021

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

Board Members

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



Staff

Larry Spikes, Interim County Admin. Officer
Carrie Woolley, Interim County Counsel
Catherine Venturella, Clerk of the Board

Board of Supervisors

Regular Meeting Action Summary

Date: Tuesday, July 27, 2021
Time: 9:00 a.m.
Place: Board of Supervisors Chambers, Kings County Government Center
1400 W. Lacey Boulevard, Hanford, California 93230

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

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

California Governor Gavin Newsom issued Executive Orders N-25-20 and N-29-20 on March 12, 2020 and March 17, 2020, respectively, relating to the convening of public agency meetings in light of the COVID-19 pandemic. The Board of Supervisors will convene their public meetings via video and teleconference as detailed below. 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 in the Board's Chambers.

Members of the public who wish to only observe the meeting virtually can do so via the worldwide web at:

https://youtu.be/oJlep8_DxNU

Members of the public who wish to participate in the meeting virtually and make public comment can do so via the worldwide web at: <https://countyofkings.webex.com/countyofkings/j.php?MTID=m64fc71dd46ec93b9545cfd32d8c7023f>

Members of the public who wish to comment may submit written comments on any matter within the Board's subject matter jurisdiction, regardless of whether it is on the agenda for Board consideration or action, and those comments will become part of the administrative record of the meeting. Comments will not be read into the record, the Clerk of the Board will only read the names of who have submitted comments into the record. Written comments received by the Clerk of the Board of Supervisors no later than 8:30 a.m. on the morning of the noticed meeting will be included in the record, those comments received after 8:30 a.m. names will be read into the record of the next meeting. To submit written comments by email, please forward them to bosquestions@co.kings.ca.us or by U.S. Mail, please forward them to: Clerk of the Board of Supervisors, County of Kings, 1400 W. Lacey Blvd., Hanford, CA 93230.

10:00 AM - REDISTRICTING PUBLIC HEARING INSTRUCTIONS – ENGLISH

To attend virtually in English and make public comment, the meeting link is:

<https://countyofkings.webex.com/countyofkings/j.php?MTID=m64fc71dd46ec93b9545cfd32d8c7023f>

- Members of the public, who participate via their computers or through the WebEx application platform, may provide public comment at the meeting by using the "Raise Your Hand" function and you will be called upon when it is your turn to speak. Testimony will be limited to five (5) minutes per speaker during the public hearing section of the meeting.
- If you have trouble logging in through the Internet, you may join the meeting via telephone by calling **(415) 655-0003**, then enter the **access code of 1779 58 2188#**.

If you just wish to only observe the public hearing and not make comments access this YouTube https://youtu.be/oJlep8_DxNU

10:00 AM - INSTRUCCIONES PARA LA AUDIENCIA PÚBLICA DE REDISTRIBUCIÓN - ESPAÑOL

Para asistir virtualmente en inglés y hacer comentarios públicos, el enlace de la reunión es:

<https://countyofkings.webex.com/countyofkings/j.php?MTID=mfe56fdc44ccf033cb021c3bfce47e42e>

- Los miembros del público, que participan a través de sus computadoras o mediante la aplicación WebEx, pueden proporcionar comentarios públicos en la reunión mediante la función "Levantar la mano" y se le llamará cuando sea su turno de hablar. El testimonio se limitará a cinco (5) minutos por orador durante la sección de audiencia pública de la reunión.
- Si tiene problemas para iniciar sesión a través de Internet, puede unirse a la reunión por teléfono llamando al **(415) 655-0003**, luego ingrese el **código de acceso 1777 30 6369#**

Si solo desea observar la audiencia pública y no hacer comentarios acceda a este enlace de YouTube https://youtu.be/vjleiT5_bsA



I. 9:00 AM CALL TO ORDER

**ROLL CALL – Clerk of the Board
INVOCATION – Kings County Sheriff Dave Robinson
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.

Keith Fagundes, Kings County District Attorney gave an update on recent jury trials his staff have completed and those coming up.

Josh Cunningham, Kings County Assistant Fire Chief gave an update on County personnel who are on assignment working on fires in California.

Henie Ring, Kings County Human Resources Director introduced new hire Liga Myers, Personnel Analyst to the Board.

Patrick O’Dowd, stated that he is the incoming Director for the Dudley Ridge Water District and will take office in December and wanted to introduce himself to the Board and answer any questions the Board may have.

Carlos Tafolla, Kings County resident, stated that Valley Voices is a Community Based Organization that has held several vaccination events at churches in Kings County and stated that the next event will be held on August 1, 2021 at Immaculate Heart of Mary Church and invited the Board to attend the event.

Scott Holwell, Kings County Veteran’s Services Officer/Public Guardian, stated that the City of Hanford will hold their 130th Anniversary of Incorporation events and will be honoring Kings County Veteran’s on Saturday, July 31, 2021 at 12:30 p.m. with the Honor Guard presenting and the singing of the National Anthem and he invited everyone to attend.

III. APPROVAL OF MINUTES

A. Report Out of Closed Session on July 20, 2021.

Larry Spikes stated that on July 13, 2021 the Board directed staff to notify Carrie Woolley, Assistant County Counsel that she was in charge of the County Counsel’s office, effective July 14, 2021 until such time as a permanent County Counsel is named. Pursuant to County Personnel Rules, it was indicated that she would receive a temporary salary upgrade to reflect the appropriate compensation per the added responsibilities, which was set at \$13,000 per month, the low end of the salary band for the County Counsel position. Subsequently, it was determined that pursuant to Section 27641 of the Government Code, the County is required to have someone actually in the position of County Counsel as opposed to an “Assistant in charge” therefore, the Board unanimously approved Carrie Woolley as being named “Interim” County Counsel in closed session on July 20, 2021. Her salary upgrade remains unchanged at \$13,000 per month.

B. Approval of the minutes from the July 20, 2021 regular meeting.

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



IV.

CONSENT CALENDAR

A. Behavioral Health Department:

1. Consider approving the Agreement with Arieh Whisenhunt to act as the Kings County Behavioral Health Mental Health Services Act Innovation Multiple Organization Shared Telepsychiatry Project Psychiatrist and Department Medical Director, retroactively effective from July 1, 2021 to June 30, 2024. **[Agmt 21-091]**

B. Probation Department:

1. a. Consider authorizing the County Administrative Officer and County Counsel to sign the Inter-local Agreement between the City of Hanford and the County of Kings to allow Hanford Police Department to apply for funding under the Justice Assistance Grant Program; and
b. Acknowledge that Probation Department will receive funding in the amount of \$10,595 for the year 2021. **[Agmt 21-092]**

C. Sheriff's Department:

1. Consider authorizing Sheriff Dave Robinson to sign a Memorandum of Understanding and Court Security Plan with the Superior Court of California, retroactively effective from July 1, 2021 to June 30, 2024. **[Agmt 21-093]**

D. Administration:

1. Consider approving the Agreement with Vanir Construction Management Incorporated for capital project management services. **[Agmt 21-094]**

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

V.

REGULAR AGENDA ITEMS

A. Administration – Larry Spikes

Waste Management – Bob Henry

1. Consider accepting the quarterly report from Chemical Waste Management.

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

B. Fire Department – William Lynch/Josh Cunningham

1. Consider accepting the two Lucas 3.1 Chest Compression Systems from the Corcoran District Hospital Board of Trustees to assist in providing life saving cardiopulmonary resuscitation to the City of Corcoran residents.

ACTION: APPROVED AS AMENDED TO ALLOW THE KINGS COUNTY FIRE CHIEF TO SIGN ALL NECESSARY DOCUMENTS TO ACCEPT THE CHEST COMPRESSION SYSTEMS ON BEHALF OF THE COUNTY (DV, RV, JN, RF, CP-Aye)

C. Sheriff's Department – Dave Robinson

1. a. Consider authorizing the purchase of the Composite Technology Law Enforcement fixed wing law enforcement aircraft by paying the remaining lease balance; and
b. Consider declaring the Composite Technology Law Enforcement aircraft and its included equipment as surplus property; and
c. Authorize the sale as surplus equipment at public auction; and
d. Adopt the budget change. **(4/5 vote required)**

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



**D. Administration – Larry Spikes/Domingo Cruz
Public Works Department – Dominic Tyburski**

1. a. Consider awarding the Senate Bill 81 Project's Notice to Proceed to Bowe Contractors Inc.; and
- b. Consider approving the Construction Agreement; and [Agmts 21-095 & 21-095a]
- c. Authorize the Public Works Director to approve change orders up to ten percent; and
- d. Approve the Agreement Amendment number two for Vanir Construction Management, Inc. for additional program management services during the construction phase. [Agmt 15-058.2]

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

E. Public Health Department – Edward Hill

1. 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.

**THE BOARD RECEIVED AN UPDATE AND NO OFFICIAL ACTION WAS TAKEN.
THE BOARD TOOK A RECESS UNTIL THE PUBLIC HEARING**

VI. 10:00 AM PUBLIC HEARING

**Administration – Larry Spikes/Kyria Martinez
County Counsel – Carrie Woolley/Diane Freeman**

1. Conduct the County's second public hearing for the County's 2021 Supervisorial Redistricting process.

SUPERVISOR PEDERSEN OPENED THE PUBLIC HEARING, LETTERS RECEIVED BY THE CLERK FROM JULY 20, 2021 UNTIL JULY 27, 2021 8:30 A.M WERE READ INTO THE RECORD AND WILL BECOME PART OF THE PERMANENT RECORD OF THIS MEETING: MARY GONZALES-GOMEZ, ANTONY LOPEZ, IGNACIO ORNELAS, TODD COTTA, RILEY JONES, AND VALLEY VOICES. TESTIMONY WAS RECEIVED FROM: RON BATES, CLAIRE FITIAUSI, MARY GONZALES-GOMEZ, AND LORI PESANTE AND THE PUBLIC HEARING WAS CLOSED.

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 Valle stated that tentatively on August 12, 2021 at 10:00 a.m. on Highway 41, where the current crosswalk is, north of the Kings County Fire Station the Board, and public are invited to attend the \$2 Million check presentation by Assembly member Rudy Salas for the Kettleman City Pedestrian Bridge project. He stated that he is also working closely with staff at Senator Alex Padilla's office on getting an additional \$2 Million for the project.

Supervisor Neves stated that he attended Antionette Gonzales, Deputy Director Human Services Agency retirement events, attended the Countywide Oversight Board meeting, attended a webinar on Emergency Management of mosquitos hosted by the Kings County Mosquito Abatement District, participated in the webinar on the McMullin Area Groundwater Management; attended the American Legion breakfast, attended the Mid-State Fair to watch his son in the rodeo competitions and attended the Cabrillo Club Scholarship luncheon.

Supervisor Fagundes stated that he attended the Kings Community Action Organization meeting.

Supervisor Verboon stated that he attended the San Joaquin Valley Water Infrastructure Authority meeting and presented a Resolution at the Lemoore Fire Department 100 year anniversary event.



- ◆ **Board Correspondence:** Larry Spikes stated that the Board received four letters from the following: Dudley Ridge Water District, Sandridge Partners, LP, Irvine Ranch Water District and Wonderful Orchards, LLC regarding a vacancy on the Dudley Ridge Water District Board and asked the Board for direction on bringing an item back on the agenda for discussion on the matter. The Board by consensus asked staff to bring an item back to the Board on a future agenda.
- ◆ **Upcoming Events:** Larry Spikes stated that Central California Blood Center will hold the Darrian Martin Memorial blood drive on August 1, 2021 from 9:00 a.m. to 1:00 p.m. at 101 E. Bush Street in Lemoore. He stated that the Kings County Salute to Agriculture – Agriculture Appreciation Dinner will be held on September 10, 2021 at Lemoore Recreation Center and the Kings County Public Safety Appreciation luncheon will be held on September 24, 2021 at Hanford Civic Auditorium.
- ◆ **Information on Future Agenda Items:** Larry Spikes stated that the following items would be on a future agenda: Administration - budget hearings on August 17 & 18, 2021, Kings County Impact Fee public hearing on August 17, 2021 at 10:00 a.m. , Administration – response to the Grand Jury report on the Kettleman City Pedestrian Bridge, American Rescue Plan Act study session, Agriculture Department– cooperative agreement with the California Department of Food & Agriculture for the County’s Bee Safe program, Fire Department – out of state travel, Health Department– COVID-19 update, breastfeeding awareness month proclamation, National breastfeeding study session and Valley Fever awareness month, Human Resources – class and pay for Child Support Assistant, Job Training Office – agreement for special services, Child Support Services – child support awareness month, Probation – agreement with Champions Recovery Alternative Programs, Inc. for Residential Substance Use Treatment and other Rehabilitative Services, Administration – agreement with King County Commission on Aging FY 2021/2022 General Fund Contribution and Wellpath Jail Medical contract amendment, Probation – JAG Grant Application and Kings juvenile center population.

VIII.

CLOSED SESSION

- ◆ **Significant Exposure to Litigation:** 1 Case [Govt. Code Section 54956.9 (d)(2)]
- ◆ **Personnel Matter:** [Govt. Code Section 54957]
Public Employee Appointment: Director of Finance
- ◆ **Conference with Labor Negotiator/Meet and Confer:** [Govt. Code Section 54957.6]
Negotiators: Larry Spikes, Kyria Martinez, Henie Ring, Che Johnson of Liebert Cassidy Whitmore
 - General Unit – CLOCEA
 - Supervisors Unit – CLOCEA
 - Firefighter’s Association
 - Detention’s Deputy Association

REPORT OUT: CARRIE WOOLLEY, INTERIM COUNTY COUNSEL STATED THAT SHE DID NOT ANTICIPATE ANY REPORTABLE ACTION BEING TAKEN IN CLOSED SESSION.

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



X. ADJOURNMENT

The next regularly scheduled meeting will be held on Tuesday, August 3, 2021, at 9:00 a.m.

FUTURE MEETINGS AND EVENTS

August 3	9:00 AM	Regular Meeting
August 9	9:00 AM	Board of Equalization Regular Meeting
August 10	9:00 AM	Regular Meeting
August 17	9:00 AM	Regular Meeting/Budget Hearing
August 18	9:00 AM	Budget Hearing Continued
August 23	9:00 AM	Board of Equalization Regular Meeting
August 24	9:00 AM	Regular Meeting
August 30	9:00 AM	Board of Equalization Regular Meeting
August 31	9:00 AM	Regular Meeting
August 31	10:00 AM	Third Public Hearing - Redistricting

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.

Badasci, Diane

From: Mary Gonzales Gomez <mary.gonzales-gomez@kingscoe.org>
Sent: Tuesday, July 20, 2021 8:38 AM
To: BOS Questions
Subject: Public comment on redistricting

Hi Diane, The following is the comment I wish to present at 10:00 public comment.
Mary

Good morning, Board of Supervisors.

My name is Mary Gonzales-Gomez, I am a resident of Corcoran and I speak today about redistricting in Kings County.

Real concerns have surfaced in our communities in that redistricting may affect changes with our current representative Kings County Board Supervisor, Richard Valle.

His commitment, his hard work and his tenacity has brought about tremendous positive changes within his district that have impacted our communities. Supervisor Valle is well connected to the communities of Avenal, the community of Kettleman City, the Home Garden community, and the community of Corcoran.

These rural communities which he currently represents have come to trust and depend on his regular media messages, his transparency his visibility throughout his district, and his availability to his constituents.

To redistrict and relocate this and other Kings County Board Supervisors may create not only a huge disruption but destroy the connection between a County Supervisor that has a real connection to his district.

**KINGS COUNTY OFFICE OF EDUCATION
E-MAIL CONFIDENTIALITY NOTICE:**

This e-mail communication and any attachments, including documents, files, or previous e-mail messages, constitute electronic communications within the scope of the Electronic Communications Privacy Act, 18 U.S.C. 2510 et seq. This e-mail communication may contain non-public, confidential or legally privileged information intended for the sole use of the designated recipient(s). The unauthorized and intentional interception, use, copy or disclosure of such information, or attempt to do so, is strictly prohibited and may be unlawful under applicable laws. [18 U.S.C. 2511.] If you have received this e-mail in error, please immediately notify the sender by return e-mail and delete the original e-mail from your system.

Badasci, Diane

From: Antony V. López <alopez@cityofavenal.us>
Sent: Tuesday, July 20, 2021 10:21 AM
To: Reyes, Aaron; BOS Questions
Cc: 'Alvaro Preciado (alva0430@gmail.com)'; 'apreciado@cityofavenal.com'
Subject: Re: Link to today's meeting

Thank you Aaron, because we are having tech issues and hearing both English and Spanish at the same time, Mayor Alvaro Preciado has the following comment he would like read for today's meeting:

- *Quiero pedir formalmente una audiencia publica aqui en Avenal por la tarde. Antes del voto final para darle oportunidad a los residentes de Avenal dar sus comentarios o ideas personalmente. La mayoría no va a participar por internet.*
- I want to formally request a public hearing be held here in Avenal in the late afternoon before the final vote is made. Please give Avenal residents an opportunity to personally give their comments or ideas because most will not participate online.

From: Reyes, Aaron <Aaron.Reyes@co.kings.ca.us>
Sent: Tuesday, July 20, 2021 10:03 AM
To: Antony V. López <alopez@cityofavenal.us>; BOS Questions <BOSquestions@co.kings.ca.us>
Cc: 'Alvaro Preciado (alva0430@gmail.com)' <alva0430@gmail.com>; 'apreciado@cityofavenal.com' <apreciado@cityofavenal.com>
Subject: RE: Link to today's meeting

Good morning,
Here is the link:
<https://countyofkings.webex.com/countyofkings/j.php?MTID=mdbd1286a3ff493a69bac1e5372eebdb3>

From: Antony V. López <alopez@cityofavenal.us>
Sent: Tuesday, July 20, 2021 10:01 AM
To: BOS Questions <BOSquestions@co.kings.ca.us>
Cc: 'Alvaro Preciado (alva0430@gmail.com)' <alva0430@gmail.com>; 'apreciado@cityofavenal.com' <apreciado@cityofavenal.com>
Subject: Link to today's meeting

Good morning, Mayor Preciado is asking for a link to today's meeting/public hearing.

-Antony V. López, MPA
City Manager
City of Avenal
(559) 386-5782
www.cityofavenal.com

Venturella, Catherine

From: Redistricting
Sent: Tuesday, July 20, 2021 8:11 AM
To: Venturella, Catherine
Subject: FW: Kings County Redistricting - New submission from Contact Us

Catherine,
This is the email received from Ignacio Ornelas.

Kyria

From: redistricting@co.kings.ca.us <redistricting@co.kings.ca.us>
Sent: Monday, July 19, 2021 11:27 AM
To: Redistricting <redistricting@redistrictkings.com>; allison@tripepismith.com
Subject: Kings County Redistricting - New submission from Contact Us

Name

Ignacio Ornelas

Email

ignacio_ornelas@my.cuesta.edu

Message

Yo quiero que siga igual asi como estamos

Venturella, Catherine

From: todd@kingsguncenter.com
Sent: Tuesday, July 20, 2021 10:56 AM
To: BOS Questions
Subject: Remember.... comment for redistricting

In watching the presentation, CA Law states the districts must be simple and even. No special fingers or lines that are geo political or race based.

The Dolores Huerta foundation is a racially motivated, and manipulative organization that must be handled. My recommendation is to make districts as evenly geographically possible regardless of social and racial boundaries. The Kern County lawsuit caused Huerta to gerrymander the district to make a lopsided district preventing many of its constituents to have a voice. The district was a direct violation of the law after it was made, violating the simple clause and the geo-political clause. Do not let special interest groups make racial divided districts which is bad of everyone in the county.

Todd Cotta
President
Kings Gun Center LLC
Cotta Range Builders LLC
TKKL Markeing Group
www.kingsguncenter.com
559-585-2000



Venturella, Catherine

From: Riley Jones <rileyj1939@gmail.com>
Sent: Tuesday, July 20, 2021 11:01 AM
To: BOS Questions
Subject: Speakers Information

Is it possible the county needs a County Council ruling on the requirement given Public Hearing speakers to give their name and address. This is also an unwritten rule for the Planning Commission. The request to not state their name and address by two speakers today who both said they would provide that information to the clerk following the meeting.

Riley E. Jones
285 Hotchkiss Drive
Lemoore, CA 93245

(559) 924-3728
Cell (925) 766-7495
rileyj1939@gmail.com



VALLEY VOICES

July 27, 2021

Submit via bosquestions@co.kings.ca.us

The Honorable Board of Supervisors
County of Kings
1400 W Lacey Blvd
Hanford, CA 93230

Re: July 27, 2021 Redistricting Public Hearing

Dear Kings County Board of Supervisors:

I am writing on behalf of Valley Voices, a local 501(c)(3) nonpartisan, nonprofit organization established to increase civic engagement and voter education throughout Kings County.

In this endeavor, we are committed to ensuring that districts have population balance and are redrawn to accurately reflect the interests of all residents of our community and are created in such a manner so as to comply with the Section II of the Federal Voting Rights Act and the Fair Maps Act.

Valley Voices would like to thank you for commencing the Public Hearing portion of the Kings County Redistricting process last Tuesday, July 20, 2021 in the BOS chambers and online via the WebEx portal.

We are concerned, however, with several inconsistencies that have occurred in relation to this public hearing, thus raising concerns and confidence as to the integrity as we move forward. The items addressed at the hearing related to website and email inaccuracies as pointed out by Supervisor Valle are shocking, given the "team of 23 communications experts—robust enough to offer experienced and effective professionals for the job, yet small enough to be nimble and responsive" as stated in the Tripepi Smith proposal presented to the BOS prior to giving them a \$40,000 contract.

In addition to the missteps mentioned above, there were several issues that shamefully hindered public access to last Tuesday's public hearing. Specifically:

- The general public was compelled to give their name and contact information prior to the doors of the BOS Chamber being unlocked for entry. Public meetings should be open to the public.
- Online Spanish interpretation was offered as a "whispered" translation and often not understandable due to the main English audio also being captured.

P.O. BOX 903, Hanford, CA 93232
T: (559) 898-2255 W: <https://tinyurl.com/donateVV>



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM

August 3, 2021

SUBMITTED BY: Agriculture Department – Jimmy Hook/Lynda Schrumpf

SUBJECT: COOPERATIVE AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE FOR THE COUNTY'S BEE SAFE PROGRAM

SUMMARY:

Overview:

The Agricultural Commissioner–Sealer provides services in cooperation with the California Department of Food and Agriculture for enforcement of various apiary or beehive and pest prevention laws intended to ensure the vitality of the beekeeping industry and to prevent the introduction into, or the spread within, Kings County of pests.

Recommendation:

Approve the Cooperative Agreement with the California Department of Food and Agriculture for the County's Bee Safe Program, retroactively effective from July 1, 2021 to June 30, 2022.

Fiscal Impact:

Revenues of \$59,386 for this program were included in the Fiscal Year 2021-2022 Recommended Budget, in Budget Unit 260000, Account 85043 (State Aid-Agriculture), and will be received via invoice claim to the State for time and expenses incurred by the County.

BACKGROUND:

The Agricultural Commissioner is granted authority identified in the Food and Agricultural Code to enforce various apiary and pest prevention laws through registration, identification and placement of hives, and inspection and abatement of pests. Per the California Department of Food and Agriculture, "a healthy and vibrant apiary industry is important to the economy and welfare of the people of the State of California. Protection and promotion of this important industry is in the interest of the people of the State of California."

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2021.

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.

Agenda Item

COOPERATIVE AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE FOR THE COUNTY'S BEE SAFE PROGRAM

August 3, 2021

Page 2 of 2

The main objectives of the Bee Safe Program are to reduce honeybee stress through improved apiary theft prevention efforts, decrease apiary pest pressure, decrease apiary stress due to pesticide exposure, and increase apiary foraging opportunities. The term of this agreement is from July 1, 2021 through June 30, 2022.

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

**COOPERATIVE AGREEMENT
SIGNATURE PAGE**

AGREEMENT NUMBER
21-0292-000-SG

- This Agreement is entered into between the State Agency and the Recipient named below:
STATE AGENCY'S NAME
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)
RECIPIENT'S NAME
COUNTY OF KINGS
- The Agreement Term is: July 1, 2021 through June 30, 2022
- The maximum amount of this Agreement is: \$59,368.94
- The parties agree to comply with the terms and conditions of the following exhibits and attachments which are by this reference made a part of the Agreement:

Exhibit A: Prime Award Information Recipient and Project Information	2 Page(s)
Exhibit B: General Terms and Conditions	5 Page(s)
Exhibit C: Payment and Budget Provisions	2 Page(s)
Attachments: Scope of Work and Budget	

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

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

BY (<i>Authorized Signature</i>) 	DATE SIGNED
---	-------------

PRINTED NAME AND TITLE OF PERSON SIGNING

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

STATE OF CALIFORNIA

AGENCY NAME
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY (<i>Authorized Signature</i>) 	DATE SIGNED
---	-------------

PRINTED NAME AND TITLE OF PERSON SIGNING

CRYSTAL MYERS, BRANCH CHIEF, OFFICE OF GRANTS ADMINISTRATION

ADDRESS
1220 N STREET, ROOM 120
SACRAMENTO, CA 95814

EXHIBIT A

RECIPIENT AND PROJECT INFORMATION

1. CDFA hereby awards an Agreement to the Recipient for the project described herein:
County Agricultural Commissioners will develop, implement, and report on activities associated with the Bee Safe Program. Food and Agricultural Code 29000 - 29812.

Project Title: Bee Safe Program

2. The Managers for this Agreement are:

FOR CDFA:		FOR RECIPIENT:	
Name:	Robert James	Name:	Jimmy Hook
Division/Branch:	PHPPS / INTEGRATED PEST CONTROL	Organization:	COUNTY OF KINGS
Address:	2800 Gateway Oaks Drive	Address:	680 N Campus Drive, Suite B
City/State/Zip:	Sacramento, CA 95833	City/State/Zip:	Hanford, CA 93230-5923
Phone:	916-262-1102	Phone:	559-852-2830
Email Address:	robert.james@cdfa.ca.gov	Email Address:	jimmy.hook@co.kings.ca.us

3. The Grant Administrative Contacts for this Agreement are:

FOR CDFA:		FOR RECIPIENT:	
Name:	Melissa Amaya	Name:	
Division/Branch:	PHPPS / INTEGRATED PEST CONTROL	Organization:	
Address:	2800 Gateway Oaks Drive	Address:	
City/State/Zip:	Sacramento, CA 95833	City/State/Zip:	
Phone:	916-262-1102	Phone:	
Email Address:	melissa.amaya@cdfa.ca.gov	Email Address:	

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

4. RECIPIENT: Please check appropriate box below:

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

This award does does not support R&D.

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

EXHIBIT B

GENERAL TERMS AND CONDITIONS

1. Approval

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

2. Agreement Execution

Unless otherwise prohibited by state law, regulation, or Department or Recipient policy, the parties agree that an electronic copy of a signed Agreement, or an electronically signed Agreement, has the same force and legal effect as an Agreement executed with an original ink signature. The term "electronic copy of a signed Agreement" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed Agreement in a portable document format. The term "electronically signed Agreement" means an Agreement that is executed by applying an electronic signature using technology approved by all parties.

3. Assignment

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

4. Governing Law

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

5. State and Federal Law

It is the responsibility of the Recipient to know and understand which State, Federal, and local laws, regulations, and ordinances are applicable to this Agreement and the Project, as described in Exhibit A. The Recipient shall be responsible for observing and complying with all applicable State and Federal laws and regulations. Failure to comply may constitute a material breach.

6. Recipient Commitments

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

7. Performance and Assurances

The Recipient agrees to faithfully and expeditiously perform or cause to be performed all Project work as described in the Scope of Work, and to apply grant funds awarded in this Agreement only to allowable Project costs.

8. Mutual Liability

Parties shall, to the extent allowed by law, each be individually liable for any and all claims, losses, causes of action, judgments, damages, and expenses to the extent directly caused by their officers, agents, or employees.

9. Unenforceable Provision

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, the parties agree that all other provisions of this Agreement shall remain operative and binding.

10. Contractors/Consultants

The Recipient assumes full responsibility for its obligation to pay its Contractors/Consultants. The Recipient is responsible to ensure that any/all contractors/consultants it engages to carry out activities under this Agreement shall have the proper licenses/certificates required in their respective disciplines. The Recipient's use of contractors/consultants shall not affect the Recipient's responsibilities under this Agreement.

11. Non-Discrimination Clause

The Recipient agrees that during the performance of this Agreement, it will not discriminate, harass, or allow harassment or discrimination against any employee or applicant for employment based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The Recipient agrees to require the same of all contractors and consultants retained to carry out the activities under this Agreement.

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

The Recipient agrees to require the same of all contractors and consultants retained to carry out activities under this Agreement.

12. Excise Tax

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

13. Disputes

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

14. Termination for Convenience

This Agreement may be terminated by either party upon written notice. Notice of termination must be delivered to the other party at least thirty (30) calendar days prior to the intended date of termination. Notice of termination does not nullify obligations already incurred prior to the date of termination. In the event of Termination for Convenience of this Agreement by CDFA, CDFA must pay all responsible costs and non-cancellable obligations incurred by the Recipient as of the date of termination.

15. Termination for Cause

Either party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching party provides written notice of the material breach and ten (10) calendar days to cure the breach. If the breach is not cured to the satisfaction of the non-breaching party within ten (10) calendar days of receipt of notice, this Agreement shall automatically terminate and the CDFA shall reimburse the Recipient for all documented costs incurred up to the date of the notice of termination, including all non-cancellable obligations.

16. Acceptable Failure to Perform

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

17. Breach

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

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

18. Non-Material Breach

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

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

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

Where a portion of the grant funding has been disbursed to the Recipient and CDFA notifies the Recipient of its decision not to release funds that have been withheld pursuant to paragraph 17, the portion that has been disbursed shall thereafter be repaid immediately. CDFA may consider the Recipient's refusal to repay the requested disbursed amount a material breach.

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

In the event CDFA finds it necessary to enforce this provision of this Agreement in the manner provided by law, the Recipient agrees to pay all enforcement costs incurred by CDFA including, if CDFA should prevail in a civil action, reasonable attorneys' fees, legal expenses, and costs related to the action.

19. Publicity and Acknowledgement

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

20. News Releases/Public Conferences

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

21. Scope of Work and Budget Changes

Changes to the Scope of Work, Budget, or the Project term, must be requested in writing to CDFA Grant Administrative Contact no less than thirty (30) days prior to the requested implementation date. Any changes to the Scope of Work and Budget are subject to CDFA approval and, at its discretion, CDFA may choose to accept or deny any changes. If accepted and after negotiations are concluded, the agreed upon changes will be made and become part of this Agreement. CDFA will respond in writing within ten (10) business days as to whether the proposed changes are accepted.

22. Reporting Requirements

The Recipient agrees to comply with all reporting requirements specified in Scope of Work and/or Grant Procedures Manual if incorporated by reference to this Agreement as an attachment.

23. Equipment

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

24. Closeout

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

25. Confidential and Public Records

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

26. Amendments

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

EXHIBIT C

PAYMENT AND BUDGET PROVISIONS

1. Invoicing and Payment

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

2. Allowable Expenses and Fiscal Documentation

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

3. Prompt Payment Clause

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

4. Budget Contingency Clause

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

SCOPE OF WORK
Bee Safe Program
July 1, 2021 – June 30, 2022

The county agrees to perform and provide the following apiary related activities for the California Department of Food and Agriculture (CDFA) in compliance with the requirements imposed by (FAC §§ 29000-29322).

This agreement is inclusive of the County's agreement to perform activities approved by the CDFA as described in the attached Work Plan (budget) and by this reference made a part hereof.

This Scope of Work will provide direction for the Counties that engage in apiary registration, training, and outreach, as well as the following activities that are designed to protect bees and beekeepers:

- 1) Theft of apiary and apiary equipment.
- 2) Colony weakness or loss due to inadequate foraging opportunities.
- 3) Colony weakness or loss due to pest and disease pressure.
- 4) Colony weakness, distress, or loss due to pesticide exposure.

Authorized expenses under this Bee Safe Program agreement include:

- I. Personnel Activities**
 - A. Apiary Field Activities**
 - 1. Apiary Theft Prevention**
 - i. Assisting Law Enforcement
 - ii. Apiary Compliance
 - 2. Mitigating Colony Loss from Pesticide Exposure**
 - i. Pesticide Notifications
 - 3. Mitigating Colony Loss from Inadequate Forage**
 - i. Survey for Safe Forage
 - 4. Mitigating Colony Loss from Pests and Diseases**
 - i. Abatement and Treatment
 - 5. Inspection**
 - i. Apiary Markings
 - ii. Pest Inspection
 - iii. Health Certificate Inspection
 - B. Apiary Administrative/Other Activities**
 1. Program Development and Management
 2. Data Entry
 3. Training
 4. Outreach
 - C. Apiary Registration**
 1. Registration
 2. Survey for Unregistered Colonies
- II. Operating Expenses**
 - A. Supplies**
 - B. Travel and Vehicle Mileage**
 - C. Printing, Postage, and Other Expenses**
- III. Reporting/Invoicing/Reimbursement**

- A. Monthly Activity Report**
- B. Invoicing/Reimbursement**

I. **Personnel Activities:** The County agrees to perform the listed Bee Safe Program activities required by this agreement. This agreement is inclusive of the following:

A. Apiary Field Activities

1. Apiary Theft Prevention

i. Assisting Law Enforcement

Personnel hours associated with working with law enforcement on apiary theft incidents. This includes meetings with law enforcement, investigation assistance, including information sharing, apiary theft incidence reporting, and documentation as requested by County Sheriff's Offices, Rural Crimes Task Forces, and District Attorney Offices.

ii. Apiary Compliance

Personnel hours associated with following up on local apiary-related ordinances, issuing violations, and information regarding non-compliance. This includes enforcing proper apiary markings.

2. Mitigating Colony Loss from Pesticide Exposure

i. Pesticide Notifications

Personnel hours associated with pesticide notification.

3. Mitigating Colony Loss from Inadequate Forage

i. Survey for Safe Forage

Counties can survey for potential safe forage space for honey bee colonies, maintain a list of these areas, and provide this information to beekeepers. If counties have grower incentive programs for forage purposes and would like to include this as an option, please contact Patricia Bohls (Patricia.Bohls@cdfa.ca.gov) for approval prior to submission.

4. Mitigating Colony Loss from Pests and Diseases

i. Abatement and Treatment

Personnel hours associated with abatement and treatment of apiaries may be billed as necessary. This includes serving notices to beekeepers, corresponding with beekeepers, communicating with local fire department and air quality management districts, sample submissions, destroying necessary apiary equipment, disinfecting equipment, treatment, and abatement of the equipment.

5. Inspection

i. Apiary Markings

Counties will strive to perform a minimum of one compliance visit per apiary per year. In addition, when an unregistered hive is found a compliance inspection should be conducted. This is to determine if apiaries are being appropriately marked and if apiaries have opted to use branded equipment to ensure branded apiaries and apiary equipment are being handled by the lawful owners.

ii. Pest Inspection

Inspections will be conducted when receiving and processing a bee colony shipment, including when receiving a notice of apiary shipment from the border station, when surveying the county and finding an unregistered hive, as requested by a beekeeper, and as required by need for apiaries requiring certification. American Foulbrood suspected samples should be sent to the Beltsville Bee Lab and prepared according to <https://www.ars.usda.gov/northeast-area/beltsville-md-barc/beltsville-agricultural-research-center/bee-research-laboratory/docs/how-to-submit-samples/>. They should be sent within 24 hours of obtaining the sample. Notify Patricia Bohls via email (patricia.bohls@cdfa.ca.gov) of sample submission.

iii. Health Certificate Inspection

A colony health assessment can be done for certification or inspection reasons. For further instructions on colony health assessments email Patricia Bohls at patricia.bohls@cdfa.ca.gov.

B. Apiary Administrative/Other Activities

1. Program Development and Management

Personnel hours associated with further developing the program. This includes county and state level meetings discussing the Bee Safe Program or apiary related issues. This category amount is not to exceed 25% of the total county budget.

2. Data Entry

Personnel hours associated with completion of Monthly Report 10, Bee Safe Invoice, and other data entry directly related to the Bee Safe Program. Monthly Report 10 can be found at <https://secure.cdfa.ca.gov/egov/crs/login.aspx?> and Bee Safe Invoice can be found at: <http://phpps.cdfa.ca.gov/pbuilder/FileReader.asp?pageid=1464>

3. Training

Personnel hours associated with learning about apiary issues. Inspectors can be reimbursed for trainings. Semi-annual trainings will be offered regionally through the Bee Safe Program. This can also include internal county agricultural mentoring and trainings regarding the Bee Safe Program.

4. Outreach

Personnel hours associated with developing or distributing apiary related outreach material. This includes preparation and conducting outreach meetings, developing outreach materials related to the Bee Safe Program or apiary issues, distributing Bee Safe or apiary outreach materials, and attending beekeeper or apiary industry meetings to provide outreach materials or education.

C. Apiary Registration

1. Registration

Personnel hours associated with registering honey bee colonies, collecting the annual assessment fee, and notification of movement. Registration includes a beekeeper paying a single county a fee of \$10 per year (multiple registrations and fee charges per beekeeper are not

allowed). Counties not utilizing BeeWhere must identify another resource for tracking registered colonies, such as a county spreadsheet or database, and use that resource. Counties may assist beekeepers in utilizing the BeeWhere software program. Counties may send postcards or emails to beekeepers to remind them to register.

2. Survey for Unregistered Colonies

Counties can survey for unregistered apiaries. All unregistered apiaries are to be inspected, and a notice must be served to the apiary operator or posted at the apiary regarding the importance and legal need of registering the apiary. Inspections must be performed by a certified County Agricultural Commissioners' inspector. Depending on the inspector's judgement of the state of the apiary the inspection can be either an external hive or internal one. External inspections should check for any hitchhiking pests. Internal inspections should examine for potential American Foulbrood.

II. Operating Expenses

A. Supplies: Supplies are tangible items having a useful life of less than one year or a value of less than \$5,000. Only supplies directly related to administering and conducting Bee Safe related activities will be reimbursed. All records substantiating that the supplies are used for the Bee Safe Program must be maintained by the county.

B. Travel and Vehicle Mileage Travel costs pertaining to the Bee Safe Program (lodging, meals, per diem, etc.) are allowable. All records substantiating travel used for the Bee Safe Program must be maintained by the county. Mileage reimbursement is allowable at the standard mileage rate established by the U.S. Internal Revenue Service (<https://www.irs.gov/newsroom/irs-issues-standard-mileage-rates-for-2021>) and in effect at the time of travel. Travel logs shall be utilized to substantiate mileage costs. If the County plans to seek reimbursement for vehicle mileage, the documentation for mileage reimbursement must be tracked separately from all other programs and documentation must be available to support the reimbursement. In addition, all invoiced vehicle costs must match the scope of work (work plan).

C. Printing, Postage, and Other (

All other expenses (printing, postage, communications, etc.) for which the County will seek reimbursement under this agreement must be directly related to the cost of administering and conducting the program.

III. Reporting/Invoicing/Reimbursement: Personnel hours associated with the compilation, submittal and maintenance of the following:

A. Monthly Activity Report: The County must submit Monthly Report 10 utilizing the on-line County Monthly Report system (<https://secure.cdfa.ca.gov/egov/crs/login.aspx?>) to report authorized Bee Safe Program activities, no later than the first day of the second month following when the activities took place. The County Monthly Report 10 includes the following fields and these items must be filled out each month:

1. Number of registered colonies and apiaries.
2. Number of stolen colonies and apiary equipment.
3. Number of registered assessment fees.
4. Number of inspected colonies and apiaries.

5. Number of colonies and apiaries found with American Foulbrood.
Questions about reporting can be directed to Patricia Bohls (patricia.bohls@cdfa.ca.gov) or by calling (916) 330-5337.

B. Invoicing/Reimbursement: The county must submit a monthly itemized invoice, on county letterhead, using the provided invoice template. Invoices must be emailed to BeeSafe Invoices@cdfa.ca.gov. Invoices must be submitted to CDFA **no later than 30 days** after the end of the coinciding reporting period.

1. Allowable Costs: All invoiced expenses must fall within the parameters of this "Scope of Work" and must be directly related to administering and conducting Bee Safe Program activities.

2. Monthly Activity Report Required for Reimbursement: Invoices will not be paid until submission of Monthly Report 10 on the county reporting website (<https://secure.cdfa.ca.gov/egov/crs/login.aspx?>) for the invoicing period, which has been submitted by the County.

3. Hourly Rate(s) on Invoices: Invoices must reflect the actual hourly rates (salary and benefits) for each personnel classification listed on the Work Plan (budget) that conducted Bee Safe Program activities.

4. Personnel on Invoice Must Match Work Plan (Budget): Invoices must reflect work performed by personnel classifications listed on the Work Plan (budget).

5. Documentation: Documentation (including purchase receipts) for expense reimbursement does not need to be submitted to CDFA but must be retained by the County and shall be made available upon request for audit purposes.

6. Substantiation of Costs: Please be sure that personnel costs can be traced back to original documents detailing the account to which personnel hours are billed.

INSERT COUNTY
LETTERHEAD HERE

SECTION I: COUNTY INFORMATION

Name of County: _____
 Grant Manager: _____
 Address: _____
 Phone: _____
 Email: _____

Invoice Date: _____
 Invoice Number: _____
 Invoice Period: _____
 Agreement Number: _____

SECTION II: PERSONNEL COSTS - Please input hours per category per classification.

Aplary Field Activities	Theft Prevention			Pesticide Exposure		Safe Forage		Pests and Diseases		Inspection			Personnel Rate Information			
	Assisting Law Enforcement	Aplary Compliance	Notifications	Survey for Safe Forage	Abatement and Treatment	Aplary Markings	Pest Inspection	Health Certificate Inspection	Total Hours per Invoice Period	Hourly Wage	Hourly Benefit	Total Hourly Rate	Cost per Title			
Employee Classification									0			\$0.00	\$0.00			
Employee Classification									0			\$0.00	\$0.00			
Employee Classification									0			\$0.00	\$0.00			
Employee Classification									0			\$0.00	\$0.00			
Total Hours	0	0	0	0	0	0	0	0	0			Total Aplary Field Activities Cost	\$0.00			

***Send information for all samples submitted to Beltsville and CDFA-PPDL to Patricia Bohls (patricia.bohls@cdfa.ca.gov)**

Aplary Administrative/Other Activities and Aplary Registration	Aplary Administration / Other			Aplary Registration			Personnel Rate Information				
	Program & Management	Data Entry	Training	Outreach	Registration	Survey for Unregistered	Total Hours per Invoice Period	Hourly Wage	Hourly Benefit	Total Hourly Rate	Cost per Title
Employee Classification							0			\$0.00	\$0.00
Employee Classification							0			\$0.00	\$0.00
Employee Classification							0			\$0.00	\$0.00
Employee Classification							0			\$0.00	\$0.00
Employee Classification							0			\$0.00	\$0.00
Total Hours	0	0	0	0	0	0	0			Total Aplary Admin/Other and Registration Cost	\$0.00

Total Hours (All Activities)	0	Total Cost (All Activities)	\$0.00
		Overhead Rate: 25%	\$0.00
		Total Personnel Cost	\$0.00

Outreach Reporting	Theft	Inspection	Bee Health	Program Reporting	Total
Number of Classes					
Beekeeper			Number in Attendance		
County Staff					
Law Enforcement					
Other					
Total Attendance	0	0	0	0	0

Hive Compliance Reporting	Aplary Markings	Aplary Brand	Aplianes	Colonies
Hives in Compliance			Registered	
Hives not in Compliance			Inspected	
Total Hives Inspected	0	0	With AFB	

SECTION II: OPERATING EXPENSES

Supplies	Total
Bee Sulls	
Aplary Insepection Equipment & Tools	
Supplies 3	
Supplies 4	
Supplies 5	
Total Supplies	\$0.00
Printing	
Travel (lodging, meals, per diem)	
Other	
Postage	
Vehicle Use	
Miles:	Rate: \$0.56
Total Operating Expenses	\$0.00

Total Cost for Invoice Period:	\$0.00
---------------------------------------	---------------

FY 21/22 Bee Safe Program Work Plan
July 1, 2021 - June 30, 2022

SECTION I: COUNTY INFORMATION

Name of County: KINGS
 Grant Manager: JIMMY HOOK
 Address: 680 N. Campus Dr. Ste B., Hanford, CA 93230
 Phone: 559-852-2830
 Email: agstaff@co.kings.ca.us

SECTION II: PERSONNEL COSTS - Please provide estimated hours per category per classified

Apiary Field Activities	Theft Prevention			Pesticide Exposure		Safe Forage		Pests and Diseases		Total Hours per Invoice Period	Hourly Wage	Hourly Benefit	Total Hourly Rate	Cost per Title
	Assisting Law Enforcement	Inspection	Pesticide Notifications	Colony Strength	Survey for Safe Forage	Inspection	Abatement and Treatment							
Ag & Standards Aide					5	5				10	\$20.38	\$8.15	\$28.53	\$285.30
Ag & Standards Inspector	2	20	10	30	5	100	4			171	\$34.20	\$13.68	\$47.88	\$8,187.48
Deputy Ag Commissioner-Sealer	8	14			3		4			29	\$43.87	\$17.55	\$61.42	\$1,781.18
Ag & Standards Aide Over-Time Rate					10	5				15	\$30.59	\$12.24	\$42.83	\$642.45
Ag & Standards Insp Over-Time Rate		80			30	50	4			164	\$51.30	\$20.52	\$71.82	\$11,778.48
Classification										0			\$0.00	\$0.00
Classification										0			\$0.00	\$0.00
Total Hours	10	114	10	30	53	160	12			389				\$22,674.89

Apiary Administrative/Other Activities and Apiary Registration	Apiary Administrative/Other			Apiary Registration		Total Hours per Invoice Period	Hourly Wage	Hourly Benefit	Total Hourly Rate	Cost per Title
	Program Development and Management	Data Entry	Training	Outreach	Registration					
Ag & Standards Aide						5	\$20.38	\$8.15	\$28.53	\$142.65
Ag & Standards Inspector	50	5	8	8	32	59	\$34.20	\$13.68	\$47.88	\$7,517.16
Deputy Ag Commissioner-Sealer	80	5	6	20		4	\$43.87	\$24.24	\$68.11	\$7,832.65
Clerical		20			15	35	\$26.40	\$14.59	\$40.99	\$1,434.65
Ag & Standards Aide Over-Time Rate						5	\$30.59	\$12.24	\$42.83	\$214.15
Ag & Sids Inspector Over-Time Rate						50	\$51.30	\$20.52	\$71.82	\$3,591.00
Classification						0			\$0.00	\$0.00
Classification						0			\$0.00	\$0.00
Total Hours	80	75	14	28	47	123				\$20,732.26
Total Apiary Admin/Other and Registration Cost										\$43,407.15
Overhead Rate: 25%										\$10,851.79
Total Personnel Cost										\$54,258.94

SECTION III: OPERATING EXPENSES

Supplies	Miles:	Rate:	Total Operating Expenses
ArcGIS Survey 123 software 1 yr subscription renewal			\$600.00
Supplies 3			\$0.00
Supplies 4			\$0.00
Supplies 5			\$0.00
Total Supplies			\$600.00
Printing			\$100.00
Travel (lodging, meals, per diem)			\$1,000.00
Other			\$0.00
Postage			\$50.00
Vehicle Use	6000	\$0.56	\$3,360.00
Total FY 21/22 Bee Safe Program Cost			\$59,368.94



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM August 3, 2021

SUBMITTED BY: Fire Department– William Lynch/Rick Levy

SUBJECT: OUT-OF-STATE TRAVEL REQUEST

SUMMARY:

Overview:

The Fire Department is requesting approval for Assistant Fire Chief Joshua Cunningham, Battalion Chief Rick Levy, Fire Captain Derek Dominguez, and Fire Captain Ryan Dunehew to attend the 2021 International Association of Fire Fighters (IAFF) Fallen Firefighter Memorial Ceremony in Colorado Springs, Colorado from September 16-19, 2021.

Recommendation:

Approve out-of-state travel for Assistant Fire Chief Joshua Cunningham, Battalion Chief Rick Levy, Fire Captain Derek Dominquez, and Fire Captain Ryan Dunehew to attend the International Association of Fire Fighters Fallen Firefighter Memorial Ceremony in Colorado Springs, Colorado from September 16-19, 2021.

Fiscal Impact:

There is no impact to General Fund with this recommendation. Expenses for the Fallen Firefighter Memorial Ceremony, including airfare, hotel, per diem and other miscellaneous costs for the four employees are estimated at approximately \$5,478, and will be paid through the Fire Fund. Sufficient appropriations for travel and registration have been accounted for in the Department's Fiscal Year (FY) 2021-2022 Recommended Budget (Budget Unit 241000).

BACKGROUND:

The International Association of Fire Fighters (IAFF) Fallen Fire Fighter Memorial Ceremony is held annually in Colorado Springs, Colorado. The names of all members who have passed from Line of Duty Deaths (LODD)

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2021.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

OUT-OF-STATE TRAVEL REQUEST

August 3, 2021

Page 2 of 2

are added to the memorial wall the year after their passing. Fire Apparatus Engineer Keith Hernandez's LODD in 2019 would have resulted in the addition of his name to the International Fallen Fire Fighter Memorial wall during the annual Fallen Firefighter Memorial Ceremony in 2020. Due to significant health concerns and restrictions related to COVID-19 across the United States and Canada, the IAFF Executive Board approved a motion on May 14, 2020, to conduct the 2020 Fallen Fire Fighter Memorial Ceremony without attendees, broadcasting it as a respectful virtual ceremony on September 19, 2020. All 2020 wall additions have been extended to an in-person ceremony held September 18, 2021, in Colorado Springs, Colorado.

The Fire Department's participation during the Fallen Firefighter Memorial Ceremony will include escorting the family member during the ceremony, carrying the department flag in place of the fallen during their name presentation, and presentation of a flag to the family member. Honor guard and department staff are required to attend a ceremony practice at the ceremony site on September 17, 2021.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM August 3, 2021

SUBMITTED BY: Job Training Office – Lance Lippincott

SUBJECT: AGREEMENT FOR SPECIAL SERVICES

SUMMARY:

Overview:

Pursuant to a Memorandum of Understanding, the California Employment Development Department is required to pay reasonable cost for utilization of telephones and equipment that are made available to them at the Kings County One Stop Job Center. The contract provides the terms of reimbursement to the Kings County Job Training Office that bears the initial cost of supplying this equipment.

Recommendation:

Approve the Standard Agreement with the California Employment Development Department to provide reimbursement to the Job Training Office for the utilization of telephones and associated equipment, retroactively effective from July 1, 2021 to June 30, 2022.

Fiscal Impact:

There is no fiscal impact to the County General Fund. The contract provides for reimbursement payments to the Job Training Office not to exceed \$8,520 for the term starting July 1, 2021 through June 30, 2022.

BACKGROUND:

In order to establish a high quality employment assistance delivery system and enhance collaboration among partner programs, the Workforce Innovation and Opportunity Act requires local areas to develop Memorandums of Understanding (MOUs) with mandated partners. Included in these MOUs are agreements for all collected partners in the local One Stop Job Center to contribute to the cost of the system through an Infrastructure Funding Agreement. However, in order to facilitate payment of amounts negotiated, a reimbursement contract is necessary, which is being requested for approval. The agreement has been reviewed and approved by County Counsel as to form.

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2021.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER M63964-7100	PURCHASING AUTHORITY NUMBER (If Applicable) EDD-7100
--	--

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

CONTRACTING AGENCY NAME
Employment Development Department

CONTRACTOR NAME
Kings County Job Training Office

2. The term of this Agreement is:

START DATE
July 1, 2021, or upon final approval

THROUGH END DATE
June 30, 2023

3. The maximum amount of this Agreement is:
\$8,520.00 Eight Thousand Five Hundred Twenty Dollars and No Cents

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

Exhibits	Title	Pages
Exhibit A	Scope of Work	1
Attachment A-1	Specifications	1
Exhibit B	Budget Detail and Payment Provisions	1
+ - Attachment B-1	Budget Breakdown	1
+ - Exhibit C*	General Terms and Conditions	GTC 04/2017
+ - Exhibit D	Special Terms and Conditions	1

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

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

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

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)
Kings County Job Training Office

CONTRACTOR BUSINESS ADDRESS 124 N. Irwin Street	CITY Hanford	STATE CA	ZIP 93230
--	-----------------	-------------	--------------

PRINTED NAME OF PERSON SIGNING Craig Pedersen	TITLE Chair, Kings County Board of Supervisors
---	---

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED
---------------------------------	-------------

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER M63964-7100	PURCHASING AUTHORITY NUMBER (If Applicable) EDD-7100
---------------------------------	---

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME Employment Development Department				
CONTRACTING AGENCY ADDRESS 722 Capitol Mall, MIC 62-C		CITY Sacramento	STATE CA	ZIP 95814
PRINTED NAME OF PERSON SIGNING Sheri L. Collins		TITLE Manager, Contract Services Group		
CONTRACTING AGENCY AUTHORIZED SIGNATURE		DATE SIGNED		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL		EXEMPTION (If Applicable) DGS Exemption Letter No. 54.5		

EXHIBIT A
SCOPE OF WORK
(Standard Agreement)

1. This Agreement is entered into by and between the Employment Development Department, hereinafter referred to as the EDD, and the Kings County Job Training Office, hereinafter referred to as the Contractor, for the purpose of reimbursing the Contractor for the EDD's share of the telephone service costs at 124 N. Irwin Street, Hanford, CA 93230. The EDD is co-located at this site under the Workforce Innovation and Opportunity Act mandate.
2. The Project Representatives during the term of this Agreement will be:

State Agency

Employment Development Department
Attn: Wendy Lomeli
124 N. Irwin Street
Hanford, CA 93230
Phone: (559) 445-5980

Contractor

Kings County Job Training Office
Attn: Lance Lippincott
124 N. Irwin Street
Hanford, CA 93230
Phone: (559) 852-4960

3. The services shall be reimbursed in accordance with Attachment A-1, Specifications, and Attachment B-1, Budget Breakdown, which are incorporated as part of this Agreement.

**ATTACHMENT A-1
SPECIFICATIONS
(Standard Agreement)**

1. The EDD agrees to utilize the Contractor's telephone services at the Kings County Job Training Office located at 124 N. Irwin Street, Hanford, CA 93230.
2. The Contractor agrees to provide the EDD's staff with proprietary telephone system instruments attached. Telephone services shall include, instrument, installation, cross connects, dial tone access, long distance access, programming, voicemail, maintenance, and shared incoming trunk cost.
3. The Contractor agrees to coordinate the specific line appearance and ring programming of the EDD staff's telephone instruments with the EDD Voice Operations Unit Analyst and the local office manager. The EDD staff's instruments shall restrict 900, 976, 3rd party, caller ID, and international calls.
4. The Contractor agrees to perform Moves, Adds, and Changes, (MAC's) to EDD assigned system instruments. The Contractor also agrees to perform MAC's for peripheral EDD lines and instruments not connected to the Contractor's telephone system. Peripheral lines are identified as fax, modem, Unemployment Insurance direct connects, etc.
5. The Contractor agrees to invoice the EDD, in arrears, for applicable one-time charges.
6. The Contractor agrees to invoice the EDD monthly, in arrears, for the agreed upon ongoing telephone service charges, actual long distance charges, and toll charges incurred by the EDD's staff using the Contractor's telephone system. Long distance and toll charges shall be itemized by station number in a monthly cost accounting report that will be made available to the EDD Manager.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS
(Standard Agreement)

I. Invoicing and Payment

The EDD agrees to pay the Contractor for the EDD's share of the telephone service costs. The total amount of this Agreement shall not exceed **Eight Thousand Five Hundred Twenty Dollars and No Cents (\$8,520.00)**, in accordance with the rates specified in Attachment B-1, Budget Breakdown, which is attached hereto and made part of this Agreement.

Invoices, in triplicate, in arrears shall be forwarded to:

Employment Development Department
124 N. Irwin Street
Hanford, CA 93230
Attn: Wendy Lomeli

The invoice must reference the following:

- The EDD Contract Number **M63964-7100**
- Identifies the services provided
- Accurate billing address as stated on the Purchase Order or Contract
- Supplier invoice date
- Company name and remittance address

II. Budget Contingency Clause

It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional and legislative appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.

This Agreement is valid and enforceable only if (1) sufficient funds are made available by the State Budget Act of the appropriate State Fiscal Year(s) covered by this Agreement for the purposes of this program; and (2) sufficient funds are made available to the State by the United States Government or by the State of California for the Fiscal Year(s) covered by this Agreement for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations or conditions established by the United States Government and/or the State of California, or any statute enacted by the Congress and Legislature, which may affect the provisions, terms or funding of the Agreement in any manner.

The parties mutually agree that if the Congress and/or Legislature does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.

The EDD has the option to terminate the Agreement under the 30-day termination clause or to amend the Agreement to reflect any reduction of funds.

III. California Prompt Payment Clause

Payment will be made in accordance with and within the time specified in Government Code section 927 et seq.

**ATTACHMENT B-1
BUDGET BREAKDOWN
(Standard Agreement)**

ITEM	DESCRIPTION	MONTHLY COST	ANNUAL COST	COST CENTER	PROJ/ACT CODE	EXPENSE CODE	COMMENTS
Hanford WSB							
Telephones	Equipment/line rental, ongoing. Includes long distance and toll charges, moves, add, changes.	\$301	\$3,612	01260	205/610	410	\$27.33 per line (11) per month
Telephones	Shared equipment/line rental for Career Center Fax for Clients, Reception, and Conf Rm 1, ongoing.	\$54	\$648	01260	205/610	410	EDD's portion of shared costs is 45% \$17 per mo Career Ctr Fax, \$25 per mo for (2) Reception, \$12 per mo for Conf Rm
Telephones	Installation, One-time	\$0	\$0	01260	205/610	410	Not Applicable
Telephones	Long distance and toll (estimate)	\$0	\$0	01260	205/610	410	Included in basic
Telephones	Moves, Adds, Changes, (estimate)	\$0	\$0	01260	205/610	410	Included in basic
	SUB-TOTAL	\$355	\$4,260				
FISCAL YEARS							
		21/22	22/23	24 MONTH TOTAL			
Telephones	All Charges by F/Y	\$4,260	\$4,260			Total	\$8,520

NOTE: All dollar amounts are rounded to the nearest dollar.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS
(Standard Agreement)

1. Settlement of Disputes

Any dispute concerning a question of fact arising under the term of this Agreement which is not disposed of within a reasonable period of time (ten days) by the Contractor and the EDD employees normally responsible for the administration of this Contract shall be brought to the attention of the Chief Executive Officer (or designated representative) of each organization for joint resolution.

2. Workforce Innovation and Opportunity Act

- A. The Contractor agrees to conform to nondiscrimination provisions of the Workforce Innovation and Opportunity Act (WIOA) and other federal nondiscrimination requirements as referenced in 29 C.F.R. parts 37 and 38.
- B. The Contractor agrees to conform to the provisions of the WIOA and the Contract requirements as referenced in 29 C.F.R. part 200 and 2 C.F.R. part 2900.

3. Termination

This Agreement may be terminated by the EDD giving written notice to the Contractor 30 days prior to the effective date of such termination.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM August 3, 2021

SUBMITTED BY: Probation Department – Kelly Vernon/Leonard A. Bakker II

SUBJECT: AGREEMENT WITH CHAMPIONS RECOVERY ALTERNATIVE PROGRAMS, INC. FOR RESIDENTIAL SUBSTANCE USE TREATMENT AND OTHER REHABILITATIVE SERVICES

SUMMARY:

Overview:

The Kings County Probation Department is requesting the renewal of a Contract with Champions Recovery Alternative Programs, Inc. to provide residential substance use treatment and other rehabilitative services.

Recommendation:

Approve an Agreement with Champions Recovery Alternative Programs, Inc. for residential substance use treatment and other rehabilitative services, retroactively effective from July 1, 2021 to June 30, 2022.

Fiscal Impact:

No impact to the County's General Fund. The amount of the contract is not to exceed \$300,000 which is included in the Proposed Budget for Fiscal Year (FY) 2021-2022 from Probation through Budget Unit 233200, Account 92037, Professional and Specialized Services.

BACKGROUND:

Following Public Safety Realignment in October 2011, the Community Corrections Partnership (CCP) issued a Request for Proposal (RFP); a contract was awarded to Champions to provide residential substance use disorder treatment through Samuel's House, their 12-bed residential treatment program. In April 2015, Champions Recovery Alternative Programs, Inc. expanded Samuel's House from a 12-bed to a 49-bed facility in Lemoore.

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2021.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

AGREEMENT WITH CHAMPIONS RECOVERY ALTERNATIVE PROGRAMS, INC. FOR RESIDENTIAL SUBSTANCE USE TREATMENT AND OTHER REHABILITATIVE SERVICES

August 3, 2021

Page 2 of 2

The Probation Department supported the expansion by providing funds received from 2011 Public Safety Realignment and Senate Bill (SB) 678 Funds. The project was designed to house male offenders with substance abuse disorders. The expansion assisted in relieving jail overcrowding, reducing recidivism rates in Kings County and by providing much needed residential substance use disorder treatment for men in Kings County. Historically, Samuel's House had been funded by the Probation Department using 2011 Public Safety Realignment and SB 678 Funds. Beginning July 2013, the funding source for Samuel's House changed from a combination of 2011 Public Safety Realignment and SB 678 to solely SB 678. Due to reduced funding and the uncertainty of funding in the future in regard to SB 678, the Probation Department had decreased funding from \$500,000 for fiscal year 2019-2020 to \$300,000 allocated to Samuel's House for FY 2020-2021. The request for FY 2021-2022 will remain at \$300,000.

Samuel's House offers temporary housing in conjunction with treatment focused on family reunification to help individuals reduce their substance use, criminal thinking and associated behaviors. Participants, including clients from Probation, Behavioral Health and State Parole receive services that are designed to help them abstain from alcohol and other drugs, while increasing structure and stability. During FY 2020-2021, Samuel's House serviced 29 Probationers with Withdrawal Management; of which 17 successfully completed and 31 in the residential Substance Abuse Disorder Treatment; of which 10 successfully completed. Currently, there are a total of nine Probationers in the residential program.

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

Agreement No. _____

**AGREEMENT BETWEEN THE COUNTY OF KINGS AND CHAMPIONS
RECOVERY ALTERNATIVE PROGRAMS, INC. FOR THE
PROVISION OF RESIDENTIAL SUBSTANCE USE DISORDER TREATMENT
AND OTHER REHABILITATIVE SERVICES**

THIS AGREEMENT is made and entered into as of the 3rd day of August, 2021, by and between the County of Kings, a political subdivision of the State of California (hereinafter "County") and Champions Recovery Alternative Programs, Inc., a non-profit organization licensed to operate in California (hereinafter "Contractor").

R E C I T A L S

WHEREAS, the County requires residential substance use treatment and other rehabilitative services; 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 to 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 any applicable 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 that as set forth herein. It is mutually agreed that the County shall pay Contractor no more than a maximum amount of **\$300,000** for all services rendered under this Agreement which will be provided by Kings County Probation Department.

Should no funds or insufficient funds be appropriated for this Agreement or prove unavailable to fund services under 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 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 be in full force and effect from July 1, 2021, through June 30, 2022, unless otherwise terminated in accordance with its terms. The parties understand and agree that this Agreement to have retroactive application to ratify the payment for services rendered from July 1, 2021 through the remainder of the term.

5. RECORDS AND INSPECTIONS.

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

6. AMENDMENTS

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

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.

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, fax, overnight carrier, e-mail or by prepaid first-class mail addressed as follows:

**COUNTY: KINGS COUNTY PROBATION DEPARTMENT
ATTN: LEONARD A. BAKKER II
1424 FORUM DRIVE
HANFORD, CA 93230**

**CONTRACTOR: CHAMPIONS RECOVERY ALTERNATIVE PROGRAMS, INC.
ATTN: FRANK RUIZ
311 NORTH DOUTY STREET
HANFORD, CA 93230**

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

20. CHOICE OF LAW

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

21. SEVERABILITY

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

22. SURVIVAL

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

///
///

23. NO THIRD PARTY BENEFICIARIES.

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

24. 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.

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. In the event of an inconsistency between this Agreement and an Exhibit, the terms of this Agreement shall prevail.

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

[SIGNATURES ON FOLLOWING PAGE]

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

COUNTY OF KINGS

CHAMPIONS RECOVERY ALTERNATIVES, INC.

By: _____
Craig Pedersen, Chairperson

By: Frank Ruiz
Frank Ruiz, Executive Director

ATTEST:

Approved and Endorsements Received:

Catherine Venturella, Clerk to the Board

Sande Huddleston
Sande Huddleston, Risk Manager

APPROVED AS TO FORM:
Lee Burdick, County Counsel

By: Tan Nguyen
Tran H. Nguyen, Deputy County Counsel

Exhibits/Attachments:
Exhibit A: Scope of Work
Exhibit B: HIPAA Business Associate Agreement

COUNTY OF KINGS

&

Champions Recovery Alternative Programs, Inc.

Samuel's House

SCOPE OF WORK

July 1, 2021 to June 30, 2022

Champions Recovery Alternative Programs, Inc. (“Champions”) is a non-profit agency, governed by a Board of Directors, with oversight by an Executive Director. Under the Executive Director, there are various program managers, Clinical Supervisor, Human Resources Director, administrative staff, a Medical Director, a Certified Public Accountant, substance use counselors, general facility monitors, clerical staff, and interns. Champions provides a wide array of behavioral health services, reentry services, and family programming. The mission of Champions is to “Put into order, disordered lives,” focusing on the strengths and resiliency of clients to work collaboratively to rebuild broken lives, provide essential treatment and services to address robust and often complex behavioral health needs. Champions strives to create a chance for positive change in the lives of the clients and their families through trauma-informed, strength-based, innovative, and comprehensive delivery models.

A. Description of Samuel's House

Samuel's House is a Department of Health Care Services (DHCS) licensed residential substance use disorder (SUD) treatment program for adult males and is Drug Medi-Cal (DMC) approved. Samuel's House provides clinically managed residential services in a 24-hour living support environment by certified and licensed providers. SUD treatment services focus on:

- a. Relapse prevention,
- b. Medication compliance,
- c. Life skills,
- d. Education and vocation,
- e. Health and wellness, and
- f. Specialized groups that can include but is not limited to:
 - i. Parenting,
 - ii. Community engagement,
 - iii. Employment training,
 - iv. Job readiness, and
 - v. Other classes per individualized need.

Samuel's House is a child-friendly program; therefore, child visitation and opportunities are welcomed. Withdrawal Management is also available when deemed clinically necessary per the American Society of Addiction Medicine (ASAM).

B. Samuel's House Service Agreement

1. Samuel's House will provide Kings County Probation Department (Probation) up to seven (7) beds for residential SUD treatment. The number of beds available to Probation may be decreased if Contractor determines that temporary safety protocols are needed to prevent the spread of COVID-19 or any other

contagious disease. All male defendants identified by Probation, who meet medical necessity and are categorized as medium to high risk of re-offending, per the SRNA, shall be eligible for services at Samuel's House.

- a. Samuel's House will serve male defendants referred by the Probation Department who have been determined by Probation Department as likely to benefit from the interventions available through Samuel's House.
- b. Samuel's House and the Probation Department will staff low risk male defendants to determine if they are suitable for the services provided through Samuel's House.
- c. Probation will not place participants identified as Sex Offender Registrants pursuant to California Penal Code 290-290.023.
- d. Serious/Violent offenders may be excluded from Samuel's House program based upon the recentness of the offense and the nature of the current/prior offense, as a means to ensure the safety of Samuel's House staff, partners, and other participants.
- e. The Probation Department shall utilize Samuel's House referral packet, to refer defendants for residential treatment services; the referral packet will include:
 - i Release of Information (ROI),
 - ii SRNA Assessment, and the
 - iii Probation Department Pre-Sentencing Report.
- f. Probation Department shall utilize the SRNA to identify and screen potential Samuel's House program participants and work collaboratively with Champions to ensure clients interventions align with the SRNA report.
- g. Probationers shall participate in Samuel's House services for a minimum of 90 days and maximum of 180 days (which includes aftercare), dependent upon their sentencing to the program, unless otherwise Court ordered.
- h. The Probation Department will make Probation Officers available onsite:
 - i Assigned Samuel's House Probation Officers may work on site during the hours of operation,
 - ii The period must not exceed 8 hours in a day, Monday through Friday.
 - iii The intent of the assignment is to provide supervision and monitor probationers' participation in the Samuel's House program.
- i. The Probation Department and Champions' staff may meet weekly on site as part of a Multi-disciplinary Treatment Team (MDTT) to address any participant's risk of recidivism or program progress.

C. Screening & Assessment

Screening and assessment for SUD symptomology and treatment dosage are essential components of the American Society of Addiction Medicine (ASAM) system adopted by Champions. The ASAM criteria is a comprehensive set of guidelines for assessment, service planning, placement, continued stay and transfer/discharge of patients with addiction and co-occurring conditions. Using the criteria as a guide to: 1) assist clients from assessment through treatment, 2) work with the client to determine goals, 3) help rank and rate the client's risks, using the criteria's multidimensional approach to determine where to focus treatment and services, and 4) determine intensity and frequency of service needed using the criteria's detailed guides to levels of care.

Champions specifically utilizes the *Matrix for Matching Adult Severity and Level of Function with Type and Intensity of Service* per ASAM and the *Diagnostic and Statistical Manual of Mental Disorders-5* (and IV-TR) to assess client symptomology, level of treatment dosage (level of care determined at screening

with an ASAM screening tool), and diagnosis. Clients must meet criteria for Medical Necessity in order to be admitted into treatment. Residential clients will be reassessed at least every 90 days.

D. Treatment Services at Samuel's House

Samuel's House offers individualized treatment within a secure, home-like & monitored setting that can provide the following services to clients serving local custody time and those requiring higher intensity of treatment services:

- a. ASAM Level 3.1 Clinically Managed Low Intensity Residential Treatment,
- b. ASAM Level 3.2 Residential/ Inpatient Withdrawal Management Treatment
- c. ASAM Assessment of SUD
- d. Residential SUD Treatment Services:
 - i. Individual counseling,
 - ii. Group counseling,
- e. Employability Services:
 - i. Interviewing skills,
 - ii. Resume building,
 - iii. Computer literacy,
 - iv. Work attire etiquette,
 - v. Job search assistance
- f. Coordination and/or referrals to community support services, including:
 - i. Mental health services,
 - ii. Primary care providers,
 - iii. Job training, and
 - iv. Job placement services,
- g. Other strength & evidence-based services focused on individualized needs, which may include the following:
 - i. The Matrix Model: Intensive Outpatient Alcohol & Drug Treatment Program. Utilizes several modules within this curriculum as applicable to the client's needs.
 - ii. Living in Balance. Incorporates the Twelve Steps and Cognitive Behavioral Learning principles. Utilizes several modules within this curriculum as applicable to the client's needs.
 - iii. Beyond Violence. Addresses traumatization, victimization, and perpetration.
 - iv. Seeking Safety. Present-focused counseling model to address trauma and substance use.
 - v. Early Recovery Skills
 - vi. Criminal & Addictive Thinking. Identify maladaptive patterns, cues, and triggers and problem-solve solutions.
 - vii. Socialization. Identifying prosocial opportunities for engagement.
 - viii. A New Direction: A Cognitive Behavioral Treatment
 - ix. Family Ties. Reparation of support systems and improvement of boundaries.
 - x. Nurturing Parenting. Parenting program for fathers.
 - xi. Relapse Prevention
 - xii. Case Management. Enrollment documentation, activation of benefits, linkages and referrals, and care coordination. More intensive case management, inclusive of psychoeducation: budgeting and finance, employability skills, health & wellness.
 - xiii. Critical component in assisting clients to achieve recovery goals, maintain recovery, and achieve recovery goals.

- xiv. Client Review Team Meeting: all referring and involved partners, client, and staff can attend. Review client needs, progress, setting goals, and collaborative agreements.
- xv. Individual sessions.
- xvi. Managing Co-Occurring Disorders. Change Companies program focused on co-occurring symptomology and coping skills.
- xvii. Thinking for a Change. Changing cognitive responses to cues and triggers for antisocial behaviors. Identifying choices and consequences. Strengthening skills and decision making.
- xviii. Recovery Support Services- following intensive levels of care discharge as deemed medically necessary. Inclusive of support to maintain recovery, peer to peer services, self-management support.
- xix. Health & Wellness-contagious illness content require by DHCS.
- xx. Treatment Planning
- xxi. Assessment, Eligibility, and Screening.
- xxii. Discharge and Transition Planning. Inclusive of step-up or step-down per ASAM.
- xxiii. Urine Analysis & Alcohol BAC
- xxiv. Linkage to Medication Assisted Treatment (MAT) via partnerships with Aria Health Clinic and Adventist Health.
- xxv. Outreach- inclusive of community based events and psychoeducation for community and partners.
- xxvi. Employability -linkages to employment training opportunities and/ or school, assistance in interview skill building, resume building, work experience, and employment attainment.
- xxvii. Budgeting & Finance- focused on budgeting skills, cleanup of negative credit history.
- xxviii. Anger Management. Addresses the underlying issues surrounding anger, anger management skills, and refocusing.
- xxix. Exercise and other physical health activities-as appropriate.
- xxx. Coordination of care and transportation for NTP services.
- xxxi. Coordination of transportation (combination of transportation service and transportation benefit).
- xxxii. Coordination of care for mental health services for clients with partner agencies for Serious Mental Illness within Kings County.
- xxxiii. Coordination of care for physical health services with partnering health providers within Kings County.

E. Waitlist

Samuel’s House has the capacity to serve up to seven (7) Probationers per day.

- a. Samuel’s House shall maintain a waiting list once all service slots are full. Upon discharge of one participant, Samuel’s House will work with our Probation liaison to enroll a new probationer from the waiting list.
- b. Samuel’s House stakeholders are available to meet monthly to address issues of operation, program implementation and any other logistical needs.

F. Program Setting/Hours of Operation

- a. Program Facility Location: 11517 15th Ave., Lemoore, CA 93245
- b. Samuel’s House shall be operational 24 hours per day, 7 days per week, including holidays.

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 Champions Recovery Alternative Programs, 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, the Business Associate provides services, arranges, performs or assists in the performance of functions or activities on behalf of the 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) ***Provision of residential substance use disorder treatment for adult males.*** Use PHI to provide residential substance use disorder treatment services to participants in its Samuel's House on behalf of the County. 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: Larry Spikes, Interim 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 twenty (20) 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 August 3, 2021

SUBMITTED BY: Administration – Larry Spikes/Sande Huddleston

SUBJECT: CLAIM FOR DAMAGES FOR CARLOS ROBLEDO

SUMMARY:

Overview:

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

Recommendation:

Deny the Claim for Damages filed by Carlos Robledo.

Fiscal Impact:

None with this action.

BACKGROUND:

On June 11, 2021, a claim for damages was filed by Carlos Robledo, claiming that the Kings County Sheriff Special Weapons and Tactics (SWAT) Team damaged the lock of his travel trailer and windshield of his Volkswagen Jetta vehicle during the execution of a search warrant. 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 _____, 2021.

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM August 3, 2021

SUBMITTED BY: Child Support Services – Marie Waite

SUBJECT: PROCLAMATION ESTABLISHING AUGUST AS CHILD SUPPORT
AWARENESS MONTH

SUMMARY:

Overview:

The annual observance of Child Support Awareness Month began in 1983 by Congress. Proclamation 6814, by President William J. Clinton in 1995, recognized the importance of child support programs and the professionals who operate them – ensuring children receive the necessary financial support to lead secure and healthy lives. Twenty-six years later, child support professionals are still celebrating August as Child Support Awareness Month.

Recommendation:

Adopt a Resolution declaring August 2021 as Child Support Awareness Month in Kings County.

Fiscal Impact:

None.

BACKGROUND:

In California Governor Gavin Newsom's 2021 Child Support Awareness Month Proclamation, he states that "Child Support Awareness Month underscores the critical importance of supporting families and connecting them with the vital resources they need to get by, especially amid the unprecedented pandemic challenges faced over the past year." Governor Newsom recognizes how state agencies have had to adapt swiftly to offer improved services prompting him to take executive action last year to shift the priority for payment on overdue child support collections to families, as opposed to reimbursing the State first. Governor Newsom encourages Californians to get the facts about California Child Support Services and all the ways their programs can assist parents and legal guardians in providing a stable and supportive environment to their children.

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2021.

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.

Agenda Item

PROCLAMATION ESTABLISHING AUGUST AS CHILD SUPPORT AWARENESS MONTH

August 3, 2021

Page 2 of 2

California's child support program works with parents and guardians to ensure children and families receive the support they need during these difficult times. Today's California's child support program is using new technology, expanding the ability of child support staff to assist child support customers. Working collaboratively with local child support agencies, the courts, county health and human services entities, employers and various state and federal agencies, the Department of Child Support Services is using technology to make it easier and faster to locate individuals and collect child support – reducing delays for families.

The staff of Kings County Department of Child Support Services requests that your Board adopt a Resolution declaring August as Child Support Awareness Month.

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

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

August 3, 2021

IN THE MATTER OF PROCLAIMING
AUGUST 2021 AS CHILD SUPPORT
AWARENESS MONTH IN KINGS COUNTY _____/

Resolution No. _____

WHEREAS, California's children have a right to receive emotional and financial support from both of their parents;

WHEREAS, California is strongly committed to promoting the health and well-being of all of California's children by ensuring co-parents pay child support on a regular and timely basis, and encouraging all parents to have a loving and supportive relationship with their children;

WHEREAS, California is a national leader in the amount of child support collected from co-parents, establishing paternity and caseload size, resulting in the distribution of more than \$1.6 billion in child support in 2019, thereby benefitting the children involved in 1,130,263 child support cases;

WHEREAS, "Child Support Awareness Month" celebrates California's nationally recognized record of providing services for co-parents and their children;

WHEREAS, awareness of the needs of children and the responsibility of their parents to provide for the support of their children benefits all Californians; and

WHEREAS, we must rededicate ourselves to the task of putting our youngest and most vulnerable citizens first.

NOW, THEREFORE, IT IS HEREBY RESOLVED as follows:

1. The Kings County Board of Supervisors proclaims the month of August 2021 to be Child Support Awareness Month.

The foregoing resolution was adopted upon motion by Supervisor _____, seconded by Supervisor _____ at a regular meeting held on the ___ day of __, 2021, by the following vote:

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

Craig Pedersen, Chairman of the Board of Supervisors
County of Kings, State of California

IN WITNESS WHEREOF, I have set my hand this ____ day of _____, 2021.

Clerk of said Board of Supervisors



OFFICE OF THE GOVERNOR

June 2021

Child Support Awareness Month

Child Support Awareness Month underscores the critical importance of supporting families and connecting them with the vital resources they need to get by, especially amid the unprecedented pandemic challenges faced over the past year.

During this time, state agencies have adapted swiftly to offer improved services to families of all shades, shapes and sizes, providing them with resources for immediate relief and into the future – and the Child Support program is no exception. I took executive action last year to shift the priority for payment of overdue child support collections to families instead of first reimbursing the state. At my direction, California Child Support Services is also revising the state's program for reducing overdue child support obligations in ways that will expand the eligibility of many parents struggling with government-owed debt.

This Child Support Awareness Month, I encourage Californians to get the facts about California Child Support Services and all the ways their programs can assist parents and legal guardians in providing a stable and supportive environment to their children. A child support case can be opened by either parent, the legal guardian or custodial grandparent. If your circumstances change, child support payments can change as well. And in many cases, attendance at court can be avoided and services are completely free or very close to it.

The state is committed to offering services that are more flexible and responsive to the needs of California's diverse families than ever before. California Child Support Services is here to help you better understand your rights and responsibilities, assist you with the complexities of the system and foster your best connection to your kids. I thank all of the parents and child support professionals who are working together to ensure a bright future for California's children.

Sincerely,

A handwritten signature in black ink, appearing to read "Gavin Newsom", written over a horizontal line.

Gavin Newsom

*Kings County
Department of
Child Support Services*

*August is Child Support Awareness
Month*

“Get the **FACTS** About California
Child Support Services”





OFFICE OF THE GOVERNOR

June 2021

Child Support Awareness Month

Child Support Awareness Month underscores the critical importance of supporting families and connecting them with the vital resources they need to get by, especially amid the unprecedented pandemic challenges faced over the past year.

During this time, state agencies have adapted swiftly to offer improved services to families of all shades, shapes and sizes, providing them with resources for immediate relief and into the future – and the Child Support program is no exception. I took executive action last year to shift the priority for payment of overdue child support collections to families instead of first reimbursing the state. At my direction, California Child Support Services is also revising the state's program for reducing overdue child support obligations in ways that will expand the eligibility of many parents struggling with government-owed debt.

This Child Support Awareness Month, I encourage Californians to get the facts about California Child Support Services and all the ways their programs can assist parents and legal guardians in providing a stable and supportive environment to their children. A child support case can be opened by either parent, the legal guardian or custodial grandparent. If your circumstances change, child support payments can change as well. And in many cases, attendance at court can be avoided and services are completely free or very close to it.

The state is committed to offering services that are more flexible and responsive to the needs of California's diverse families than ever before. California Child Support Services is here to help you better understand your rights and responsibilities, assist you with the complexities of the system and foster your best connection to your kids. I thank all of the parents and child support professionals who are working together to ensure a bright future for California's children.

Sincerely,



Gavin Newsom

GOVERNOR GAVIN NEWSOM • STATE CAPITOL • SACRAMENTO, CALIFORNIA 95814 • (916) 445-2841



Statewide Strategic Plan

- Goal 1 – Facilitate consistent support for children
- Goal 2 – Strengthen customer engagement
- Goal 3 – Enhance program performance
- Goal 4 – Build collaborative partnerships to benefit families
- Goal 5 – Foster innovation and improve service delivery





DEPARTMENT OF CHILD SUPPORT SERVICES MISSION

To promote brighter futures for children by helping families provide consistent financial and medical support.

VISION

To meet the evolving needs of the community by improving access to programs that positively impact families.

VALUES

COMMUNICATION

Establish reliable and open discussions

HONESTY

Focus on openness and transparency in all circumstances

INNOVATION

Maximize the use of technology to transform and elevate the program while expanding the presence on social media platforms

LISTENING

Actively receive information while embracing a wide variety of concepts and ideas

DEPENDABILITY

Make a difference by helping families secure financial and medical support

RELATIONSHIPS

Develop and maintain healthy and trustworthy partnerships

EDUICATION

Provide outreach and knowledge to current and future customers

NURTURING

Work within program parameters, maintain integrity, display empathy and remain accountable to the public

Did you know Child Support Services....



Reduces the need for public assistance



Increases parental involvement



Higher test scores, higher percentage finish high school/attend college

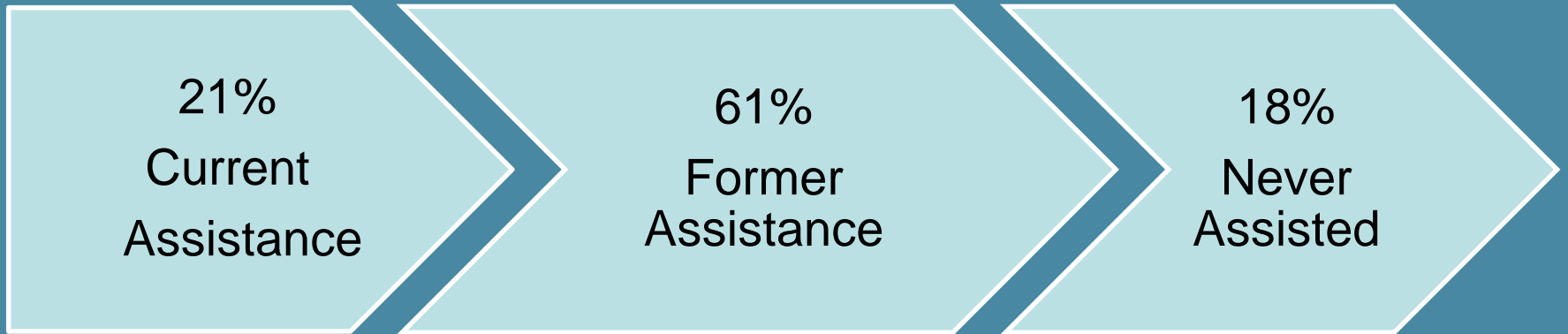


Reduces poverty rate by 25%



Case Count 8,534

Case Types



As of June 30, 2021



Funding

- State and Federally mandated safety net program
- 2019-20 Kings County Allocation
 - \$4,253,265
- Funding ratio
 - 64% Federal
 - 36% State



Collections

Federal Fiscal Year (Oct-Sept)	Total Statewide Collections*	Kings County Collections
2019-20	\$3,045,337,825**	\$17,922,617
2018-19	\$2,698,460,145	\$15,465,087
2017-18	\$2,477,563,626	\$15,084,990
3 Year Total	\$8,221,361,596	\$48,472,694

* Current support and arrears

** Due to pandemic stimulus funding, UI collections increased statewide.



KCDCSS Facts

Federal Fiscal Year - October 2019 through September 2020

- Ranked number **8** of 49 Statewide
- Customers Served: 17,374
- Children Served: 8,687
- 47 Staff: 540 Years of County Service
 - 25% of staff have 20+ Years of County Service



Contacts

- Marie Waite, Director
 - Marie.Waite@co.kings.ca.us
 - 559.852.2467
- Olivia Rodriguez, Program Manager
 - Olivia.Rodriguez@co.kings.ca.us
 - 559.852.4197





COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM August 3, 2021

SUBMITTED BY: Human Resources – Henie Ring/Carolyn Leist

SUBJECT: REVISED JOB SPECIFICATION AND SALARY RANGE ADJUSTMENT FOR CHILD SUPPORT ASSISTANT

SUMMARY:

Overview:

The Child Support Services Agency requested that Human Resources modify the job specification and salary range for the Child Support Assistant classification in preparation of their Fiscal Year (FY) 2021/2022 budget request for a reorganization in the department. The Child Support Assistant classification is only utilized in the Child Support Agency. The Administrative Office and Human Resources supports the recommendation discussed below.

Recommendation:

- a. Approve the revised job specification for Child Support Assistant; and
- b. Approve a salary adjustment of 5 salary ranges (approximately 5%) for the Child Support Assistant classification, from range 145.5 (\$2,555 -\$3,120) to range 150.5 (\$2,687- \$3,278), effective Pay Period 17-2021 (beginning August 9, 2021).

Fiscal Impact:

There is no fiscal impact with this change.

BACKGROUND:

Through the FY 2021/2022 budget process, the Director of Child Support Services (Director) requested the deletion of four (4) Department Specialist I/II positions and the addition of four (4) Child Support Assistant positions as part of a reorganization within the Department of Child Support Services. As a result of this

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2021.

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.

Agenda Item

REVISED JOB SPECIFICATION AND SALARY RANGE ADJUSTMENT FOR CHILD SUPPORT ASSISTANT

August 3, 2021

Page 2 of 2

reorganization, the Department requested a study of the Department Specialist and Child Support Assistant classifications. Based on the review, Human Resources recommends the Child Support Assistant classification be modified to incorporate the duties and responsibilities of the Department Specialist I/II classification and increase the salary by 5 ranges (approximately 5%) to range 150.5 (\$2,687 - \$3,278). The Department Specialist II's are currently at range 150.5, so there will be no fiscal impact with this change. The Child Support Agency has one current vacant Child Support Assistant position, which is currently vacant.

The Child Support Assistant specification was modified to better describe the breadth of responsibilities and duties. Additionally, changes were made to the experience to align with the new organization structure and to broaden the education substitution to increase the applicant pool. Lastly, consistent with current Human Resources practices, a work conditions and physical requirements section was also added. Both Human Resources and Administration support the job requirement changes. The Union has reviewed the proposed changes in support of the requested changes. The revised job specification for Child Support Assistant is attached.

CHILD SUPPORT ASSISTANT

DEFINITION

Under general supervision, to perform a variety of specialized clerical functions in the Child Support Office; to assist the public; to assist professional staff in the delivery of Child Support related services; to perform basic case management tasks; and to perform related duties as required.

DISTINGUISHING CHARACTERISTICS

The Child Support Assistant classification is utilized in the Department of Child Support Services. Child Support Assistants report to a Child Support Office Supervisor and are responsible for assisting the public and performs basic case management tasks, including the initial interviewing to open new child support cases, locate absent parents, and perform locate activities. This classification is distinguished from the Child Support Specialist classification series in that incumbents in the latter series perform all aspects of technical child support case management work.

EXAMPLES OF DUTIES

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

Performs a variety of general and/or department-specific clerical office and staff support duties; maintains and manages front reception; assists the public by phone and in-person regarding child support matters; provides direct services to internal and external customers, including coordinating with other employees, departments and outside agencies; assists with preparation and maintenance of legal documents, reports, manuals, and files; answers correspondences, including entering and retrieving data from automated systems; picks-up and drops off mail and legal documents to and from post office, government center, courthouse and/or other county departments daily; distributes mail to appropriate personnel; scans documents and attaches to appropriate cases. Within limited scope of assigned responsibility, interviews case participants in child support matters; collects information from individuals at the initial interview; provides information to parents; locates absent parents; obtains and verifies information by mail, telephone, office interviews, and electronic devices; accesses criminal records, credit reports, tax records and other resources. Within assigned authority, explains office policies and legal procedures; learns to interpret and apply Federal/State rules and regulations on child support matters relating to assigned duties; utilizes computer terminal to establish case record and logs caseload activity, work tasks, lists, and case cleanup activities; refers cases to Child Support Specialists or supervisor for complex actions and actions beyond assigned authority as appropriate; and performs related work as required.

MINIMUM QUALIFICATIONS

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

Education: Equivalent to completion of high school.

Experience: One year of full-time, paid public contact work experience, either performing general clerical work or six months of full-time, paid public contact work experience involving interviewing and obtaining information from the public, conducting financial calculations and/or transactions. (Substitution: Completion of one year of college (thirty (30) semester units) from an accredited college or university with coursework in business, office practices may substitute for the required experience.)

Special Requirements: Ability to: (1) qualify for security clearance through a background investigation which includes fingerprinting; (2) travel frequently within the County and occasionally outside of the County; and (3) type and use a computer keyboard with speed and accuracy at a level sufficient to perform the duties of the position. Certain positions in this classification may be designated as bilingual requiring fluency in a foreign language.

License: Possess and maintain a valid appropriate California driver's license issued by the State Department of Motor Vehicles.

MINIMUM QUALIFICATIONS (continued)

Knowledge of: Basic case management procedures and techniques of interviewing and gathering information; basic locate procedures; proper techniques for dealing effectively with members of the public, in person, through correspondence and over the telephone; office practices, procedures and terminology; modern office equipment, including computers and other automated office systems; record keeping principals and procedures; basic mathematical concepts; proper use of the English language, including grammar, spelling, punctuation, and sentence structure.

Ability to: Learn and apply the policies and procedures of the Department of Child Support Services; learn and properly apply fact finding techniques and perform interactive interviewing; maintain confidentiality of sensitive information; demonstrate accurate, precise attention to detail; organize, research and coordinate files and databases; interpret, apply and explain technical terms, laws, rules regulations polices and procedures; develop sound recommendations based on information or data collected, compiled organized or reviewed; research and extract factual information from a variety of records and other sources; prepare clear, concise, grammatically correct reports, letter, notes, narratives and memos; navigate through computer screens and complete and review basic computer documents and other forms; enter data accurately into a computerized system; safely and efficiently operate office equipment, including computers and other related peripheral equipment; maintain records and perform a variety of mathematical computations accurately and rapidly; understand and follow written or verbal instructions; work and communicate effectively and tactfully with people of various education and socioeconomic backgrounds by respecting beliefs, interpersonal styles and behaviors of both customers and co-workers; promote and support an environment of cooperation and respect; provide prompt efficient and responsive service; effectively handle adversarial situations and hostile people; determine appropriate course of action in emergency situations; travel to, within and outside the County as required; follow and comply with established rules, regulations, policies, procedures and work standards.

Work Environment/Physical Requirements: Primarily works in a secured office environment, with frequent off-site travel to and from post office, government center, courthouse and/or other county departments; frequent exposure to outdoor conditions with varying temperatures and climate; walking on hard or uneven surfaces. Requires mobility and dexterity to work in a standard office environment and use standard office equipment, including typing and sitting at a computer for extended periods; hearing and speech to communicate orally, in person and on the phone; vision to read things up close and far away, and to read handwritten, printed material and computer screen; hand/eye coordination for use of computer/office equipment and files; may involve public interactions that may include dealing with erratic and on rare occasions threatening behavior; safely operate a motor vehicle; ability to lift and carry light to heavy objects; manipulate papers, files and other equipment; and climb stairs and step stools.

Overtime Status: Non-Exempt Medical Group: C Probationary Period: One (1) year.

CHILD SUPPORT ASSISTANT

DEFINITION

Under general supervision, to perform a variety of specialized clerical functions in the Child Support Office; to assist the public; to ~~translates for and~~ assists professional, ~~technical and clerical~~ staff in the delivery of Child Support related services; to perform basic case management tasks in office investigations to locate absent parents; and to performs related duties as required.

DISTINGUISHING CHARACTERISTICS

The Child Support Assistant classification is utilized in the Department of Child Support Services. ~~Child Support Assistants reports~~ to a Child Support Office Supervisor and is are responsible for ~~translating and assisting the public and~~ performs basic case management tasks, including the initial interviewing to open new child support cases, locate absent parents, and perform locate activities. ~~This classification is distinguished from the Office Assistant classification series in that incumbents in the latter classification perform general clerical work.~~ This classification is distinguished from the Child Support Specialist Officer classification series in that incumbents in the latter series perform all aspects of technical child support case management work.

EXAMPLES OF DUTIES

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

Performs a variety of general and/or department-specific clerical office and staff support duties; maintains and manages front reception; assists the public by phone and in-person regarding child support matters; provides direct services to internal and external customers, including coordinating with other employees, departments and outside agencies; assists with preparation and maintenance of legal documents, reports, manuals, and files; answers correspondences, including entering and retrieving data from automated systems; picks-up and drops off mail and legal documents to and from post office, government center, courthouse and/or other county departments daily; distributes mail to appropriate personnel; scans documents and attaches to appropriate cases. ~~Translate information for non-English speaking parents during interviews, court hearings, and telephone calls with Child Support Specialists, Attorneys and the Department; translate written information and documents; verbally translate legal documents and information; may perform written translation of legal documents and information.~~ Within limited scope of assigned responsibility, interviews case parents in participants in child support matters; collects information from individuals at the initial interview; provides information to parents; locates absent parents; obtains and verify-verifies information by mail, telephone, office interviews, and electronic devices; accesses criminal records, credit reports, tax records and other resources. Within assigned authority, explains office policies and ~~office~~ legal procedures; learns to interpret and apply Federal/State rules and regulations on child support matters relating to assigned duties; utilizes computer terminal to establish case record and logs caseload activity, work tasks, lists, and case cleanup activities; refers cases to Child Support Specialists or supervisor for complex actions and actions beyond assigned authority as appropriate; and performs related work as required. ~~image documents, assist at front reception counter.~~

MINIMUM QUALIFICATIONS

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

Education: Equivalent to completion of graduation from high school.

Experience: ~~Three months clerical support or public contact experience in the Kings County Department of Child Support Services or equivalent experience in another IV-D child support agency. One year of increasingly responsible full-time, paid public contact work experience, either performing general clerical experience work or six months of full-time, paid public contact work experience involving interviewing~~

and obtaining information from the public, conducting financial calculations and/or transactions. preferably working with a variety of legal documents. (Substitution: Completion of one year of college (thirty (30) semester units) from an accredited college or university with coursework in business, office practices may substitute for the required experience.)

Special Requirements: Fluency in English and required alternate language.—Ability to: type with speed and accuracy at a level sufficient to perform the duties of the position; ability to (1) qualify for security clearance through a background investigation and which includes fingerprinting—cheek; (2) travel frequently within the County and occasionally outside of the County; and (3) type and use a computer keyboard with speed and accuracy at a level sufficient to perform the duties of the position. Certain positions in this classification may be designated as bilingual requiring fluency in a foreign language.—Note: Certain positions in this classification may be required to work irregular hours as assigned.

License: Possession and maintain of a valid appropriate California driver's license issued by the State Department of Motor Vehicles. may be required for some assignments.

MINIMUM QUALIFICATIONS (continued)

Knowledge of: Basic case management procedures and techniques of Effective interviewing and/or investigating and gathering information—ve techniques; recording and reporting information pertaining to specific cases; basic locate methods—procedures and related legal limitations; telephone and correspondence methods of soliciting specific information; proper techniques for dealing effectively with members of the public, in person, through correspondence and over the telephone; advanced office practices, procedures and terminology; modern office equipment, including computers and other automated office systems—general office practices—systems; record keeping principals and procedures; basic mathematical concepts; proper use of the English language, including grammar, spelling, punctuation, and sentence structure.

Ability to: Learn and apply the policies and procedures of the Department of Child Support Services; Communicate effectively with and translate for non-English speaking clients in required alternative language on a regular and sustained basis. Elicit information through office or telephone interviews or correspondence; learn and properly apply fact finding techniques and perform interactive interviewing; maintain confidentiality of sensitive information; demonstrate accurate, precise attention to detail; organize, research and coordinate files and databases; interpret, apply and explain technical terms, laws, rules regulations polices and procedures; develop sound recommendations based on information or data collected, compiled organized or reviewed; research and extract factual information from a variety of records and other sources; document data systematically; analyze and interpret findings; develop sound recommendations based on information or data collects, compiled, organized and reviewed; research and extract factual information from a variety of records and other sources; prepare clear, concise, grammatically correct reports, letter, notes, narratives and memos; navigate through computer screens and complete and review basic computer documents and other forms; enter data accurately into a computerized system; process cases manually as required; safely and efficiently operate office equipment, including computers and other related peripheral equipment; maintain records and perform a variety of mathematical computations accurately and rapidly; document data systematically; analyze and interpret findings; learn to apply rules and regulations; understand and follow written or verbal instructions; make accurate mathematical calculations and maintain records; communicate effectively; work and communicate effectively and tactfully with people of various education and socioeconomic backgrounds by respecting beliefs, interpersonal styles and behaviors of both customers and co-workers; promote and support an environment of cooperation and establish cooperative working relationships with others; respect; provide prompt efficient and responsive service; effectively handle adversarial situations and hostile people; maintain confidentiality of office and case file information and records; determine appropriate course of action in emergency situations; regularly work with files and general office equipment; travel to, within and outside the County as required; follow and comply with established rules, regulations, policies, procedures and work standards.

Work Environment/Physical Requirements: Primarily works in a secured office environment, with frequent off-site travel to and from post office, government center, courthouse and/or other county departments;

frequent exposure to outdoor conditions with varying temperatures and climate; walking on hard or uneven surfaces. Requires mobility and dexterity to work in a standard office environment and use standard office equipment, including typing and sitting at a computer for extended periods; hearing and speech to communicate orally, in person and on the phone; vision to read things up close and far away, and to read handwritten, printed material and computer screen; hand/eye coordination for use of computer/office equipment and files; may involve public interactions that may include dealing with erratic and on rare occasions threatening behavior; safely operate a motor vehicle; ability to lift and carry light to heavy objects; manipulate papers, files and other equipment; and climb stairs and step stools.

Overtime Status: Non-Exempt
Medical Group: C
Probationary Period: One (1) year.

CHILD SUPPORT ASSISTANT

DEFINITION

Under general supervision, to perform a variety of specialized clerical functions in the Child Support Office; to assist the public; to assist professional staff in the delivery of Child Support related services; to perform basic case management tasks; and to perform related duties as required.

DISTINGUISHING CHARACTERISTICS

The Child Support Assistant classification is utilized in the Department of Child Support Services. Child Support Assistants report to a Child Support Office Supervisor and are responsible for assisting the public and performs basic case management tasks, including the initial interviewing to open new child support cases, locate absent parents, and perform locate activities. This classification is distinguished from the Child Support Specialist classification series in that incumbents in the latter series perform all aspects of technical child support case management work.

EXAMPLES OF DUTIES

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

Performs a variety of general and/or department-specific clerical office and staff support duties; maintains and manages front reception; assists the public by phone and in-person regarding child support matters; provides direct services to internal and external customers, including coordinating with other employees, departments and outside agencies; assists with preparation and maintenance of legal documents, reports, manuals, and files; answers correspondences, including entering and retrieving data from automated systems; picks-up and drops off mail and legal documents to and from post office, government center, courthouse and/or other county departments daily; distributes mail to appropriate personnel; scans documents and attaches to appropriate cases. Within limited scope of assigned responsibility, interviews case participants in child support matters; collects information from individuals at the initial interview; provides information to parents; locates absent parents; obtains and verifies information by mail, telephone, office interviews, and electronic devices; accesses criminal records, credit reports, tax records and other resources. Within assigned authority, explains office policies and legal procedures; learns to interpret and apply Federal/State rules and regulations on child support matters relating to assigned duties; utilizes computer terminal to establish case record and logs caseload activity, work tasks, lists, and case cleanup activities; refers cases to Child Support Specialists or supervisor for complex actions and actions beyond assigned authority as appropriate; and performs related work as required.

MINIMUM QUALIFICATIONS

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

Education: Equivalent to completion of high school.

Experience: One year of full-time, paid public contact work experience, either performing general clerical work or six months of full-time, paid public contact work experience involving interviewing and obtaining information from the public, conducting financial calculations and/or transactions. (Substitution: Completion of one year of college (thirty (30) semester units) from an accredited college or university with coursework in business, office practices may substitute for the required experience.)

Special Requirements: Ability to: (1) qualify for security clearance through a background investigation which includes fingerprinting; (2) travel frequently within the County and occasionally outside of the County; and (3) type and use a computer keyboard with speed and accuracy at a level sufficient to perform the duties of the position. Certain positions in this classification may be designated as bilingual requiring fluency in a foreign language.

License: Possess and maintain a valid appropriate California driver's license issued by the State Department of Motor Vehicles.

MINIMUM QUALIFICATIONS (continued)

Knowledge of: Basic case management procedures and techniques of interviewing and gathering information; basic locate procedures; proper techniques for dealing effectively with members of the public, in person, through correspondence and over the telephone; office practices, procedures and terminology; modern office equipment, including computers and other automated office systems; record keeping principals and procedures; basic mathematical concepts; proper use of the English language, including grammar, spelling, punctuation, and sentence structure.

Ability to: Learn and apply the policies and procedures of the Department of Child Support Services; learn and properly apply fact finding techniques and perform interactive interviewing; maintain confidentiality of sensitive information; demonstrate accurate, precise attention to detail; organize, research and coordinate files and databases; interpret, apply and explain technical terms, laws, rules regulations polices and procedures; develop sound recommendations based on information or data collected, compiled organized or reviewed; research and extract factual information from a variety of records and other sources; prepare clear, concise, grammatically correct reports, letter, notes, narratives and memos; navigate through computer screens and complete and review basic computer documents and other forms; enter data accurately into a computerized system; safely and efficiently operate office equipment, including computers and other related peripheral equipment; maintain records and perform a variety of mathematical computations accurately and rapidly; understand and follow written or verbal instructions; work and communicate effectively and tactfully with people of various education and socioeconomic backgrounds by respecting beliefs, interpersonal styles and behaviors of both customers and co-workers; promote and support an environment of cooperation and respect; provide prompt efficient and responsive service; effectively handle adversarial situations and hostile people; determine appropriate course of action in emergency situations; travel to, within and outside the County as required; follow and comply with established rules, regulations, policies, procedures and work standards.

Work Environment/Physical Requirements: Primarily works in a secured office environment, with frequent off-site travel to and from post office, government center, courthouse and/or other county departments; frequent exposure to outdoor conditions with varying temperatures and climate; walking on hard or uneven surfaces. Requires mobility and dexterity to work in a standard office environment and use standard office equipment, including typing and sitting at a computer for extended periods; hearing and speech to communicate orally, in person and on the phone; vision to read things up close and far away, and to read handwritten, printed material and computer screen; hand/eye coordination for use of computer/office equipment and files; may involve public interactions that may include dealing with erratic and on rare occasions threatening behavior; safely operate a motor vehicle; ability to lift and carry light to heavy objects; manipulate papers, files and other equipment; and climb stairs and step stools.

Overtime Status: Non-Exempt Medical Group: C Probationary Period: One (1) year.

Department Head Signature

Date

Human Resources Director Approval

Date



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM August 3, 2021

SUBMITTED BY: Department of Public Health - Edward Hill/Michelle Bieber

SUBJECT: NATIONAL BREASTFEEDING MONTH PROCLAMATION

SUMMARY:

Overview:

The Kings County Breastfeeding Coalition and the Department of Public Health Women, Infant's and Children Program request the Board proclaim the month of August 2021 as "National Breastfeeding Month" in Kings County. By joining the nation in observing this month, the County will bring awareness to the importance of breastfeeding for the health of infants, children and the community.

Recommendation:

Adopt a resolution proclaiming the month of August 2021 as National Breastfeeding Month in Kings County.

Fiscal Impact:

There is no impact to the General Fund with this action.

BACKGROUND

Every year since 2011, the United States Breastfeeding Committee has requested a Congressional Proclamation to declare August as National Breastfeeding Month in the United States (U.S.). Unlike most health observances aimed at raising awareness, National Breastfeeding month is also an opportunity for action. The proclamation lifts up National Breastfeeding Month as an opportunity to advance breastfeeding on our national and local agenda through collaboration, leadership and advocacy so that all U.S. families will have the opportunity to breastfeed. Breastfeeding, or human milk feeding, is the biological norm for infant feeding, and demonstrated by research to be an important primary prevention strategy that builds a foundation for life-long health and wellness.

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2021.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

NATIONAL BREASTFEEDING MONTH PROCLAMATION

August 3, 2021

Page 2 of 2

Unfortunately, barriers in healthcare, community and the workplace have created an environment where most infants are breastfed for only a short time during infancy or not at all, in spite of parents' intentions to breastfeed longer. Policy, systems and environmental changes are needed to make it feasible for families to achieve their breastfeeding goals.

National Breastfeeding Month activities planned by the Kings County Breastfeeding Coalition include, presenting a Study Session to the Board, hosting a webinar on how to support breastfeeding families and hanging an awareness banner on 7th Street in Hanford.

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

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

August 3, 2021

IN THE MATTER OF PROCLAIMING
THE MONTH OF AUGUST AS
NATIONAL BREASTFEEDING MONTH

Resolution No. _____

WHEREAS, all major medical authorities recommend exclusive human milk feeding for the first six months of life, with continued human milk feeding for at least one year;

WHEREAS, the U.S. Breastfeeding Committee designates August as “National Breastfeeding Month” and the World Alliance for Breastfeeding Action designates August 1-7 as “World Breastfeeding Week”;

WHEREAS, National Breastfeeding Month focuses on the use of data and measurement to build and reinforce the connections between human milk feeding and a broad spectrum of other health topics and initiatives;

WHEREAS, National Breastfeeding Month and World Breastfeeding Week provide important opportunities to address barriers to human milk feeding faced by families across the United States and around the world;

WHEREAS, human milk feeding is the biological norm for infant feeding and a proven primary prevention strategy that builds a foundation for life-long health and wellness;

WHEREAS, the evidence of the value of human milk feeding to the health of the birthing parent and the child is scientific, solid, and continually reaffirmed by new research;

WHEREAS, the Centers for Disease Control and Prevention publishes an annual Breastfeeding Report Card that consistently shows suboptimal breastfeeding initiation rates and substantial declines in continued and exclusive breastfeeding as babies grow;

WHEREAS, there are substantial racial and ethnic disparities in access to lactation support resulting in reduced breastfeeding rates and an associated increase in risk for a variety of negative health outcomes;

WHEREAS, in recognition of these disparities, the second week of August is celebrated as Native Breastfeeding Week, the third week of August is celebrated as Asian American Native Hawaiian Pacific Islander Breastfeeding Week, and the fourth week of August is celebrated as Black Breastfeeding Week;

WHEREAS, the Healthy People 2030 initiative consistently identifies breastfeeding as a national health priority;

WHEREAS, the great majority of new parents want their infants to receive human milk, but face significant barriers in community, health care, and employment settings;

WHEREAS, some people may choose not to breastfeed or are unable to do so; however, all parents benefit from access to infant nutrition and wellness education;

WHEREAS, studies confirm human milk is the most developmentally appropriate nourishment for infants;

WHEREAS, protecting and supporting human milk feeding is essential to ensuring critical food security and immunologic protection for Kings County's youngest people; and

WHEREAS, the consistent and well-documented health, economic, and environmental benefits of human milk feeding shows support for breastfeeding is an investment that will continue to produce measurable dividends across the country, and many times over for families, employers, and the government.

NOW, THEREFORE, BE IT PROCLAIMED, by the Board of Supervisors of the County of Kings, State of California, does hereby proclaim the month of August is National Public Breastfeeding Month and urges all citizens to observe this week.

The foregoing resolution was adopted upon motion by Supervisor _____, seconded by Supervisor _____ at a regular meeting held on the ____ day of _____, 2021, by the following vote:

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

Craig Pedersen, Chairman
Board of Supervisors, County of Kings

IN WITNESS WHEREOF, I have set my hand this _____ day of _____, 2021.

Catherine Venturella, Clerk
Board of Supervisors, County of Kings



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM August 3, 2021

SUBMITTED BY: Department of Public Health –Edward Hill/Heather Silva
SUBJECT: RESOLUTION PROCLAIMING AUGUST 2021 AS VALLEY FEVER
AWARENESS MONTH IN KINGS COUNTY

SUMMARY:

Overview:

The State of California has proclaimed the month of August 2021 as Valley Fever Awareness Month. The Kings County Department of Public Health is requesting this Board of Supervisor proclaim August 2021 as Valley Fever Awareness Month in Kings County.

Recommendation:

Adopt a resolution proclaiming August 2021 as Valley Fever Awareness Month in Kings County.

Fiscal Impact:

Not Applicable

BACKGROUND:

Valley Fever (Coccidioidomycosis), a progressive, multi-symptom respiratory disorder, can be a debilitating disease. Valley Fever is caused by the inhalation of tiny airborne fungi that live in the soil but are released into the air by soil disturbance or wind. It attacks the respiratory system, causing infections that can lead to symptoms that resemble a cold, influenza, or pneumonia. If left untreated or mistreated, infection can spread from the lungs into the bloodstream, causing inflammation to the skin, permanent damage to lung and bone tissue, and swelling of the membrane surrounding the brain, leading to meningitis, which can be devastating and even fatal.

Within California alone, Valley Fever is found in portions of the Sacramento Valley, all of the San Joaquin Valley, desert regions, and portions of southern California. California does not have an official Statewide method of tracking the rate of Valley Fever infections. Researchers estimate that the fungus infects more than

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2021.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

RESOLUTION PROCLAIMING AUGUST 2021 AS VALLEY FEVER AWARENESS MONTH IN KINGS COUNTY

August 3, 2021

Page 2 of 2

150,000 people each year who either suffer serious ailments without knowing the cause of their illness or escape detection of the disease. In 2019, 18,407 cases of Valley Fever were reported in the United States (U.S.), and 40% of those cases were reported in California. In California, the rate of infection of Valley Fever nearly tripled from the 2008 case total of 2,597 to 7,408 cases in 2019. According to the Centers for Disease Control and Prevention, in 2019, 7,408 cases of Valley Fever were reported in California. This is a decrease of 138 cases from the reported 7,546 cases in 2018. Misdiagnosis of Valley Fever is so pervasive that experts say some people suffer and even die from Valley Fever without knowing they ever had the disease. Valley Fever kills between 100 and 200 more Americans every year than tuberculosis, and most seriously affects the young, the elderly, those with lowered immune systems, and those of African American and Filipino descent. There is no known cure for Valley Fever, but researchers are closer than ever to finding a much-needed vaccine against this devastating disease. Staff recommends the Board approve the resolution proclaiming August 2021 as Valley Fever Awareness month in Kings County.

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

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

August 3, 2021

IN THE MATTER OF PROCLAIMING
THE MONTH OF AUGUST 2021 AS
VALLEY FEVER AWARENESS MONTH /

RESOLUTION NO. _____

WHEREAS, the State of California proclaimed August 2021 as Valley Fever Awareness Month;

WHEREAS, Valley Fever (Coccidioidomycosis) is a progressive, multi symptom respiratory disorder and a debilitating disease;

WHEREAS, Valley Fever is caused by the inhalation of tiny airborne fungi that live in the soil and are released into the air by soil disturbance or wind;

WHEREAS, Valley Fever attacks the respiratory system and causes infections that produce symptoms resembling colds, influenza and pneumonia;

WHEREAS, if left untreated or mistreated, the infection can spread from the lungs to the bloodstream, causing inflammation of the skin, permanently damaging lungs and bone tissue, and causing the membrane surrounding the brain to swell, which can lead to meningitis, a potentially devastating and even fatal disease;

WHEREAS, once serious symptoms of Valley Fever appear, including pneumonia and labored breathing, prompt treatment with often toxic antifungal drugs is required, an especially disagreeable treatment for patients needing administration of the medication by injection beneath the skull, which can cause side effects, such as nausea, fever and kidney damage;

WHEREAS, within California Valley Fever is found in portions of the Sacramento Valley, all of the San Joaquin Valley, desert regions and portions of southern California;

WHEREAS, California does not have an official statewide method for tracking Valley Fever infections;

WHEREAS, according to the Centers for Disease Control and Prevention (CDC), Valley Fever infection rates rose twelvefold nationwide from 1995 to 2009, and researchers estimate the fungus infects more than 150,000 people each year, who either suffer serious ailments without knowing the cause, or the disease escapes detection;

WHEREAS, according to the CDC, between 1999 and 2011, the rate of Valley Fever infections in California rose more than 600 percent, from 939 cases in 1999 to 5,697 cases in 2011, before declining to 2,243 in 2014, increasing again to 3,053 in 2015, and thereafter rising to 7,408 cases in 2019;

WHEREAS, according to the CDC, Valley Fever infection rates declined in the years 2011 through 2014, infections more than tripled between 2014 and 2018;

WHEREAS, according to the CDC, 7,408 cases of Valley Fever were reported in California in 2019, a decrease of 138 cases reported from the previous year;

WHEREAS, misdiagnosis of Valley Fever is so pervasive that experts conclude some people suffer and even die from it without ever knowing they had the disease;

WHEREAS, dry conditions and lack of precipitation present urgent problems regarding Valley Fever;

WHEREAS, Valley Fever is usually found in soil two to eight inches from the ground's surface, where drought causes extremely dry conditions, thus multiplying the chance of exposure to airborne Coccidiomycosis fungi;

WHEREAS, inmates incarcerated in prisons located in the Central Valley have been infected by Valley Fever at epidemic rates, contributing significantly to the State's prison healthcare costs;

WHEREAS, the rapid spread of Valley Fever at state prisons in the Central Valley caused multiple inmate deaths and prompted calls to close certain affected prisons, further exacerbating efforts to comply with federal orders to reduce prison overcrowding;

WHEREAS, Valley Fever kills between 100 to 200 more Americans every year than tuberculosis;

WHEREAS, Valley Fever most seriously affects the young, the elderly, those with lowered immune systems, and those of African American and Filipino descent;

WHEREAS, although Valley Fever has been studied for the past 100 years, the disease remains impossible to control and difficult to treat;

WHEREAS, no known cure for Valley Fever exists; however, researchers are closer than ever to developing a much-needed vaccine to prevent this devastating disease; and

WHEREAS, a primary responsibility of the County of Kings is working to ensure the health and well-being of Kings County's residents of all ages.

NOW, THEREFORE, BE IT RESOLVED, as follows:

The Board of Supervisors for the County of Kings, State of California, does hereby proclaim AUGUST 2021 as “VALLEY FEVER AWARENESS MONTH” in Kings County in recognition of the important work performed on a daily basis by dedicated professionals in communities throughout our State.

The foregoing Resolution was adopted upon motion by Supervisor _____, seconded by Supervisor _____ at a regular meeting held on the ___ day of _____, 2021, by the following vote:

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

Craig Pedersen, Chairperson
Board of Supervisors, County of Kings

IN WITNESS WHEREOF, I have set my hand this _____ day of _____, 2021.

Catherine Venturella, Clerk
Board of Supervisor, County of Kings



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM August 3, 2021

SUBMITTED BY: Administration –Larry Spikes/ Matthew Boyett

SUBJECT: RESPONSE TO GRAND JURY REPORT ENTITLED “PEDESTRIAN SAFETY IN KETTLEMAN CITY: A COMMUNITY’S LONG-STANDING PLEA FOR IMPROVEMENTS”

SUMMARY:

Overview:

Pursuant to Section 933 of the California Penal Code, the Board and Kings County Association of Governments (KCAG) are required to respond to the findings and recommendations. The Response from the KCAG was prepared for Board review as well as consideration for the Board to use as its response.

Recommendation:

- a. Review the Kings County Association of Governments response to the Grand Jury report titled Pedestrian Safety in Kettleman City: A Community’s Long-Standing Plea for Improvements; and
- b. Approve the Kings County Association of Governments response as the Board response to the Grand Jury.

Fiscal Impact:

There is no fiscal impact.

BACKGROUND:

KCAG is a metropolitan planning organization for Kings County that serves as a pass-through agency for funding local transportation projects. KCAG’s member agencies include Kings County and the cities of Avenal, Corcoran, Lemoore, and Hanford. Cal-Trans staff also serve in an advisory capacity. The 2020-2021 Grand Jury investigated pedestrian crossing safety concerns in Kettleman City at General Petroleum Avenue and State

(Cont’d)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2021.

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.

Agenda Item

RESPONSE TO GRAND JURTY REPORT ENTITLED “PEDESTRIAN SAFETY IN KETTLEMAN CITY: A COMMUNITY’S LONG-STANDING PLEA FOR IMPROVEMENTS”

August 3, 2021

Page 2 of 2

Route (SR) 41. The findings in the report include identification of evidence supporting needed improvements for pedestrian crossing at SR 41 and General Petroleum Avenue, lack of warning signage for motorists approaching the crosswalk, and proposing a pedestrian bridge be constructed for long-term safety for the residents of Kettleman City, particularly schoolchildren.

KCAG and the Board were provided with the *Pedestrian Safety in Kettleman City: A Community’s Long-Standing Plea for Improvements* report on May 19, 2021. KCAG’s response to the Grand Jury report addressing pedestrian safety in Kettleman City was drafted and subsequently approved by their legal counsel. KCAG’s draft response was provided to the County on July 25, 2021 for review. KCAG is responding in accordance with California Penal Code Sections 933 and 933.5. The Board must also draft and submit a formal response to the report under the same statute.

Attached is KCAG’s proposed response to the Grand Jury report titled *Pedestrian Safety in Kettleman City: A Community’s Long-Standing Plea for Improvements*.



July 23, 2021

The Honorable Shane Burns, Presiding Judge
Kings County Superior Court
1640 Kings Court Drive
Hanford, CA 93230

SUBJECT: Grand Jury Report, Dated April 23, 2021
Response to "Pedestrian Safety in Kettleman City: A Community's Long Standing
Plea for Improvements"

Dear Judge Burns:

The Kings County Association of Governments (KCAG) appreciates the opportunity to respond to the Kings County Grand Jury's report dated April 23, 2021 "Pedestrian Safety in Kettleman City: A Community's Long Standing Plea for Improvements" received on May 19, 2021. The Grand Jury has identified KCAG as a "Required Response". As such, this response is being submitted as required by California Penal Code Section 933.

The KCAG Commission would like to thank the members of the 2020-2021 Grand Jury for their participation and effort in preparing their Reports, and their participation in the Grand Jury process.

Respectfully submitted,

KINGS COUNTY ASSOCIATION OF GOVERNMENTS

Terri King, Executive Director

General Comments

KCAG is the state designated Regional Transportation Planning Agency (RTPA) and the federally designated Metropolitan Planning Organization (MPO) for the Kings County region. Some of KCAG's responsibilities as an RTPA/MPO is to prepare the Regional Transportation Plan (RTP) and Sustainable Communities Strategy (SCS), Regional Transportation Improvement Program (RTIP), Federal Transportation Improvement Program (FTIP), and other documents such as the Regional Active Transportation Plan.

The KCAG Commission has seven members including one city council representative from each city within the county and two Board of Supervisor representatives from the County of Kings. The KCAG Commission has oversight responsibility of the work performed by KCAG, the agency.

Regional transportation planning is the largest single function of KCAG. KCAG provides a coordinated planning and policy development forum between the needs of the KCAG local government members and the State of California (Caltrans). KCAG is not involved with the internal decisions of each local government member, but develops policy statements and recommendations for the improvement of the state highway system, public transportation needs, regional routes, and coordination with other regions and the state.

The Grand Jury's report states "KCAG carries out planning responsibilities for the Kettleman City area and works to secure funds from federal, state, and local source for projects." Although KCAG does assist local agencies in securing funds for projects, it is the County of Kings Community Development Agency that has the planning responsibilities for the Kettleman City area.

Although KCAG prepares various transportation planning and programming documents that include financially constrained priority transportation projects proposed by our member agencies, KCAG does not implement transportation construction projects, as that is the responsibility of local agencies or owners of those facilities on which improvements would be made.

Response to Findings and Recommendations

Finding #1 – Over the past 16 years, the discussions, studies, and resulting documents addressing Kettleman City have produced few tangible improvements toward reducing the danger faced daily by pedestrians of all ages crossing SR 41 in Kettleman City.

KCAG Response: Partially agree.

The Kettleman City Safety and Community Study undertaken by KCAG in 2010 identified design concept drawings for pedestrian improvements on General Petroleum Avenue and SR 41 from 25th Avenue to the proposed North Street. This and other studies noted have led to funds being awarded by Caltrans to two County of Kings applications for projects to construct pedestrian and bicycle improvements on General Petroleum Avenue and on SR 41. KCAG staff supported a statewide coalition effort to submit a budget proposal to the Governor's administration for a \$2 billion one-time augmentation for the Active Transportation Program from the state's significant unanticipated General Fund surplus. This proposal could have funded the County of Kings' ATP 2021 Cycle 5 application for the Becky Pease Street Sidewalk Improvements intended to address the pedestrian concerns in Kettleman City. Unfortunately the Governor's FY 2021-22 May Revise Budget did not include sufficient funding to be able to award this project as it did not score high enough by the State to meet the funding threshold.

Finding #2 – The signage along SR 41 approaching the Kettleman City residential area is inadequate to alert drivers to a crosswalk ahead.

KCAG Response: Partially agree.

KCAG believes that any improvement in signage would be a significant benefit to improve the safety of pedestrians. Signage along SR 41 is Caltrans' responsibility to determine what is considered adequate signage in accordance with the State standards and guidance as Caltrans is the owner and operator of the state highway facility.

Finding # 3 – The safest, long-term solution to reducing the danger for pedestrians, particularly schoolchildren, in Kettleman City is the construction of a pedestrian bridge spanning SR 41.

KCAG Response: Agree; however, as with any transportation improvement plan, the cost of the improvement is always a factor for the local agencies.

Recommendation #1 – The Kings County Board of Supervisors should direct the Kings County Department of Public Works and Kings County Community Development Agency to submit their recommendations for the next step to be taken by the County of Kings toward making a tangible improvement in the danger faced daily by pedestrians, particularly schoolchildren, in Kettleman City.

KCAG Response: Agree.

KCAG would be supportive of the Kings County Department of Public Works and Kings County Community Development Agency efforts in seeking recommendations for next steps to be taken to make pedestrian improvements in Kettleman City. KCAG would be pleased to submit letters of support for any grant application the County of Kings chooses to submit to construct pedestrian improvements in Kettleman City. KCAG recommends that the County of Kings meet with Caltrans staff to discuss the issue to determine the process that is to be undertaken in order to construct improvements on a state highway facility.

Recommendation #2 – The Kings County Department of Public Works should strongly advocate for any and all pedestrian warning signage, including solar-powered flashing beacons, used by Caltrans on the state highway system to be installed along the northbound and southbound approaches to the residential area and crosswalk on SR 41 at General Petroleum Avenue.

KCAG Response: Agree.

KCAG would be supportive of the Kings County Department of Public Works efforts to advocate for any and all pedestrian warning signage. KCAG staff meets with Caltrans staff on a quarterly basis to discuss currently programmed projects on the State Highway system and provides comments on other transportation related issues. KCAG routinely invites local agency Public Works Department staff to attend these meetings, where they can advocate for improvements under consideration.

Recommendation #3 – The Kings County Board of Supervisors should direct relevant County departments and agencies to actively seek funding from all potential funding sources identified in the noted studies and plans to support the construction of a pedestrian bridge in Kettleman City.

KCAG Response: Agree.

KCAG is here to and will assist County departments in seeking funding from various sources to construct pedestrian improvements. KCAG would be pleased to submit letters of support for any grant application the County of Kings chooses to submit to construct pedestrian improvements in Kettleman City.

**PEDESTRIAN SAFETY IN KETTLEMAN CITY:
A COMMUNITY'S LONG-STANDING PLEA FOR IMPROVEMENTS**

APRIL 23, 2021

RECEIVED

MAY 19 2021

BOARD OF SUPERVISORS

SUMMARY

The 2020-2021 Kings County Grand Jury conducted a review of issues surrounding pedestrian safety in the community of Kettleman City. The focus of the review was the danger faced by residents of the community, particularly schoolchildren in grades K-8, crossing State Route 41 (SR 41) at an unsignalized crosswalk in a 45-mile-per-hour speed zone. To complete the review, the Grand Jury researched what actions have been taken by county government agencies to address the danger.

Throughout the time period reviewed, the County of Kings (County), Kings County Board of Supervisors, County departments, and other government agencies have partnered with regional organizations, state agencies, and even a private business in the Kettleman City area, to secure funds for studies of the Kettleman City community. In each of those studies, the unsignalized crosswalk over SR 41 being used by schoolchildren to and from school was identified as a critical safety concern. Each final document produced from those studies confirmed the danger and validated the concerns of the community. While the work to secure grants has indeed resulted in numerous studies, plans, and goals, the Grand Jury found the work has produced few tangible improvements toward reducing the risks faced daily by pedestrians, particularly schoolchildren.

The Grand Jury found the concern and frustration expressed by community members to be warranted and recommends the Kings County Board of Supervisors, through collaboration with relevant County departments and other local, state, and federal agencies, determine and implement the next step toward improving the safety of pedestrians, particularly schoolchildren, in Kettleman City.

BACKGROUND

Kettleman City is an unincorporated community within Kings County. With the exception of water services provided by the Kettleman City Community Services District, municipal services are provided by the County. These municipal services include, but are not limited to fire protection, sheriff patrol, libraries, planning, and roads. The Kings County Board of Supervisors is the governing body for Kettleman City and oversees the operations and budgets of County departments which provide services to Kettleman City.

The Kings County Association of Governments (KCAG) is a government agency that serves as the transportation planning organization for the Kings County region. KCAG is a joint powers authority whose members include the County of Kings and the cities of Avenal, Corcoran,

Hanford, and Lemoore. KCAG carries out planning responsibilities for the Kettleman City area and works to secure funds from federal, state, and local sources for projects. KCAG has been instrumental in securing grant funds for studies and developing plans for the Kettleman City community.

The Kings County Community Development Agency is a County agency directly accountable to the Kings County Board of Supervisors. The agency manages zoning permits, land divisions, and Community Development Block Grant (CDBG) programs in the unincorporated areas of Kings County. Federal CDBG programs are an important source of funds for developing sustainable communities by providing improvements in the quality of life for residents and expanding economic opportunities, particularly for low-to-moderate-income populations. This government agency has been an active participant in securing grant funds for studies and developing plans for the Kettleman City community.

A discussion of pedestrian safety issues in Kettleman City must include the acknowledgement of the California Department of Transportation (Caltrans) as the owner and operator of SR 41 through Kettleman City. Consequently, signs, roadway painting, lights, etc., may not be installed on the roadway or along the right-of-way of SR 41 without Caltrans approval.

As part of this review, the Grand Jury reviewed published documents generated by the work of these government agencies spanning a period of 16 years, from 2005 through the present. During that period, the danger for pedestrians crossing SR 41 was repeatedly discussed, reported on by numerous media outlets, verified by studies, and published in multiple documents.

The following four photos illustrate the current signage used for the SR 41 crosswalk in Kettleman City:



Figure 1 - Northbound Advance Warning Signage



Figure 2 - Southbound Advance Warning Signage



Figure 3 - Southbound View of Crosswalk



Figure 4 - Northbound View of Crosswalk

METHODOLOGY

This review was completed using three primary methods: interviews, on-site visits, and online research. Interviews were conducted with community stakeholders and government representatives. On-site visits were made to the Kettleman City community and crosswalk locations throughout Kings County.

Extensive online research was conducted to review relevant documents. Documents reviewed include newspaper articles, Kings County Board of Supervisors meeting agenda packets and minutes, Kettleman City Community Plan as part of the Kings County 2035 General Plan, Kettleman City Safety and Community Study, Smart Growth SR 41 Corridor Improvement Plan, Kings County Regional Transportation Plan, Kings County Regional Active Transportation Plan, 2020 California Manual for Setting Speed Limits, status reports of Caltrans Active Transportation Program projects, California Office of Traffic Safety reports, and the California Manual on Uniform Traffic Control Devices.

DISCUSSION

Residents of all ages in the small Kettleman City community have long used walking and biking as transportation. Covering less than a square mile of land, all points within the community are easily within walking distance. The Kettleman City community includes a park with a playground, grocery store, convenience store, auto parts store, restaurants, elementary school for grades K-8, fire station, library, post office, churches, community health clinic, family resource center, and offices for the Kettleman City Community Services District.

Persons interviewed by the Grand Jury reported that residents would prefer to walk to most of the destinations within the small community, but also reported the fear of residents about crossing SR 41 to do so.

Over the past two decades, federal, state, county, and local government transportation policies have placed increased emphasis on encouraging walking and biking. These activities were encouraged as modes of transportation and not simply as a means of recreation. Towards that goal, federal and state grants were made available to perform studies, develop plans, and fund new pedestrian infrastructure projects.

As a result of these grants, multiple studies and plans have been produced addressing the Kettleman City area. The studies and resulting documents include: Kettleman City Community Plan, Kettleman City Safety and Community Study, Smart Growth SR 41 Corridor Improvement Plan, and Kings County Regional Active Transportation Plan.

Information on each of these studies follows:

1. KETTLEMAN CITY COMMUNITY PLAN

In 2006, as part of the development of this plan, a series of ten community meetings were held in Kettleman City. Residents, community stakeholders, and representatives from state and

county government agencies attended each meeting. This plan was prepared by the Kings County Community Development Agency. It was approved by the Kings County Board of Supervisors as part of the Kings County 2035 General Plan in January, 2010.

Chapter 1, Section D, of this plan states:

State Highway 41 divides the residential community. Kettleman residents have complained of the safety issues related to the speeds that highway traffic travels through the community. This traffic is strongly viewed by residents as a detrimental factor for the community, and have noted the decreased safety for pedestrians and children that must cross the highway. The Kettleman Elementary School is located on the west side of the highway, which often requires that students cross an unsafe intersection that provided little to no warning for drivers to slow down.

Chapter 7, Objective 7C.1, of this plan states:

Safety features should be implemented along critical pedestrian crossings, with the State Highway 41 crossing at General Petroleum Avenue made a priority.

2. KETTLEMAN CITY SAFETY AND COMMUNITY STUDY

This study was funded by a Transportation Planning Grant from Caltrans with a matching grant from Waste Management. This study was prepared for the Kings County Association of Governments and Kings County Community Development Agency. Potential funding sources were identified as part of this study. The final report was issued in October, 2010.

The Executive Summary of this study states:

The purpose of the study is to develop community identified design concepts for General Petroleum Avenue and State Route 41 (SR 41) that will enhance mobility, access, and safety for vehicles, bicyclists, and pedestrians.

Section 1.3 of this study states:

Most of the residential area, retail services, and primary commercial and service facilities are located west of SR 41. The service facilities include grocery stores, the post office, the elementary school, the library, the Family Resource Center, Community Hall Building, Fire Station, and the Community Services District office. A significant residential area is located east of SR 41 . . . these east-side residents, including many elementary school students must cross the busy SR 41 at least twice a day if not more to access the school and other community and retail services. Currently there is only a single painted crosswalk on SR 41 located just south of General Petroleum Avenue. Speed limits entering and exiting the community are currently posted at 45 mph, but this speed is frequently exceeded by through-traffic. The current lack of meaningful speed enforcement and traffic control contributes to the community concern that the crossing

for pedestrians and bicyclists at SR 41 and General Petroleum Avenue is not as safe as it should be.

3. SMART GROWTH SR 41 CORRIDOR IMPROVEMENT PLAN

This plan was funded by a grant from Caltrans with a cash match from the County. The plan was prepared for the Kings County Development Agency and Kings County Department of Public Works. Potential funding sources were identified as part of this plan. The final plan was presented to the Kings County Board of Supervisors in January, 2018.

This plan addressed deficiencies along the SR 41 corridor in Kettleman City. One of the four key deficiencies identified states:

SR 41 is a two-lane highway with a posted speed limit of 55 miles per hour (mph) slowing to 45 mph at 25th Avenue. Traffic calming measures to slow traffic during the 1.2-mile segment transitioning from I-5 to the community do not exist. Residents must cross the busy highway regularly, yet there are no signalized crosswalks for children walking or biking to Kettleman City Elementary School or to one of the three bus stops on the west side of SR 41. During the past 10 years, eight people were killed on SR 41 in Kettleman City, including one pedestrian (Statewide Integrated Traffic Records System 2003-2012). A head-on collision in 2003 killed three people and injured seven on SR 41 at 25th Avenue.

4. KINGS COUNTY REGIONAL ACTIVE TRANSPORTATION PLAN

This plan was prepared for the Kings County Association of Governments and was presented to the Kings County Board of Supervisors in January, 2019.

Chapter 1 of this plan states:

. . . interest in walking and biking has increased in many communities, including in Kings County, and there have been growing calls by both decision-makers and the broader public to promote and encourage these forms of transportation. For people to choose active transportation as a way of getting around, communities must provide a network of sidewalks, bike lanes, paths and trails, safe crossings, traffic-calmed streets and other pedestrian and bicycle facilities that connect the places where people live, work, study, shop, play, and visit.

Each of these four studies and resulting documents are indeed important, in that they confirmed the daily danger faced by the residents of Kettleman City. However, they produced only one grant award since 2005 for any tangible improvement along SR 41 in the residential area.

CALTRANS ACTIVE TRANSPORTATION PROGRAM

During the time period reviewed by the Grand Jury, the only grant awarded for an improvement project along SR 41 in the residential area of Kettleman City was awarded to the Kings County Department of Public Works in January, 2019. This grant was awarded as a part of Caltrans' Active Transportation Program (ATP).

The 2020 Caltrans ATP Fact Sheet states:

The purpose of the ATP is to encourage an increased use of active modes of transportation, such as biking and walking, by achieving the following goals:

- Increase the proportion of trips accomplished by biking and walking.
- Increase the safety and mobility of non-motorized users.
- Advance the active transportation efforts of regional agencies to achieve greenhouse gas reduction.
- Enhance public health, including reduction of childhood obesity through the use of programs including, but not limited to, projects eligible for Safe Routes to School Program funding.
- Ensure that disadvantaged communities fully share in the benefits of the program.
- Provide a broad spectrum of projects to benefit many types of active transportation users.

These stated goals of the ATP are perfectly suited for assisting county and local governments with funding pedestrian projects in small, rural communities such as Kettleman City. At the same time, these grants are highly competitive. In 2019, over 500 applications were received from throughout California in the small urban and rural category, yet only 60 were recommended for funding.

This project in Kettleman City will include the installation of two solar-powered, pedestrian-activated signs with Rectangular Rapid Flashing Beacons (RRFB) at the existing pedestrian crosswalk over SR 41 at General Petroleum Avenue and two "Pedestrian Crossing Ahead" signs with RRFB. In addition, a 6-foot-wide asphalt pedestrian pathway will be constructed on the west side of SR 41 between General Petroleum Avenue and Edwards Street. The pedestrian pathway will include flexible, reflective posts to delineate the path from the roadway.



Figure 5 – RRFB Example



Figure 6 – Flexible Delineators Example

On March 24, 2021, the California Transportation Commission allocated funding for construction of this project. The next step in the process toward completion of this project is to seek the authorization to advertise for contractors from the Kings County Board of Supervisors. As of the date of this report, that step was pending.

This project is an improvement the community members of Kettleman City have sought throughout the entire time period reviewed by this report - 16 years. The Grand Jury commends the Kings County Department of Public Works for pursuing this ATP project for Kettleman City. This higher visibility crosswalk will help to alert drivers to the presence of pedestrians and will make an appreciable difference in the lives of all citizens in the community.

SPEED LIMIT

Residents and community stakeholders, particularly elementary school officials, have long expressed their concerns with the speed of traffic flowing through the residential area of Kettleman City. The speed limit on SR 41 through the residential area is 45 miles per hour. All studies reviewed identified concerns with pedestrians, particularly schoolchildren in grades K-8, navigating an unsignalized crosswalk in this 45-mile-per-hour speed zone.

Caltrans has the authority to set the speed limit on all California state highways. Generally, speed limits are set by using the *85th percentile speed*. The Caltrans 2020 California Manual for Setting Speed Limits, Section 1.2, states:

Speed limit determinations rely on the premise that a reasonable speed limit is one that conforms to the actual behavior of the majority of drivers; one will be able to select a speed limit that is both reasonable and effective by measuring drivers' speeds. Speed limits set by Engineering and Traffic Studies are normally set near the 85th percentile speed. The 85th percentile speed is the speed at or below which 85 percent of the traffic is moving. . .

Any variation to setting the speed limit at the 85th percentile speed is addressed in Section 3.4.4 of the manual and states:

When roadside development results in traffic conflicts and conditions which are not readily apparent to drivers, speed limits somewhat below the 85th percentile may be justified; however, speed limits shall not be lowered more than 5mph less than the nearest increment to the 85th percentile speed.

Several factors combine in Kettleman City resulting in an 85th percentile speed of 45 miles per hour through the residential area. Factors include the close proximity to an interstate highway where drivers become accustomed to traffic flowing at speeds in excess of the speed limit, the location along a rural stretch of SR 41 where drivers become accustomed to traffic flowing at speeds in excess of the speed limit, and the lack of pedestrian infrastructure in Kettleman City, i.e., sidewalks and pedestrian signage, which would alert drivers to the possibility of pedestrians utilizing a crosswalk in the area. The combination of these factors results in traffic speeds which

are dangerous for all pedestrians, but are particularly hazardous for young schoolchildren walking to and from school.

While government agencies in Kings County do not have the authority to reduce the speed limit on SR 41, they can strongly advocate for Caltrans to use all available measures to alert drivers to the presence of pedestrians, particularly schoolchildren.

PEDESTRIAN BRIDGE

A pedestrian bridge spanning SR 41 in the residential area of Kettleman City has long been discussed by residents, school officials, and community leaders as the best solution to solving the dangers faced by pedestrians, particularly schoolchildren.

The Grand Jury found the discussion of a pedestrian bridge in documents from a January, 2011, Kings County Board of Supervisors meeting at which Caltrans officials were in attendance. The position of Caltrans officials was that the volume of pedestrian traffic crossing SR 41 did not warrant the expense of a pedestrian bridge.

The discussion of a pedestrian bridge again appeared in documents as part of a community workshop held in Kettleman City in November, 2016. The desire for a pedestrian bridge was made by community members as part of the public outreach and public input process leading up to the development of the Smart Growth SR 41 Corridor Improvement Plan. The position of Caltrans was again that the volume of pedestrian traffic crossing SR 41 did not warrant the expense of a pedestrian bridge.

In interviews conducted as part of this review, representatives from Kettleman City Elementary School relayed their constant worry for the students and their families who must rely on all traffic to stop while they cross SR 41 at least twice each day. All of those interviewed expressed their hope for a pedestrian bridge which would eliminate those dangers faced by students daily.

On March 17, 2021, a vote by the 117th United States Congress reinstated the *earmark* process after a 10-year ban. Earmarks allow individual legislators to target federal spending for specific community projects in their congressional districts. Following that vote, Congressman David Valadao, the congressman for California's 21st congressional district, which includes all of Kings County, solicited requests for community projects from throughout the district.

On March 23, 2021, the County Administrative Officer presented the Kings County Board of Supervisors with a list of community-project requests submitted from department heads and others. The Kings County Department of Public Works submitted a request for a pedestrian bridge spanning SR 41 in Kettleman City.

On March 30, 2021, the Kings County Board of Supervisors voted to submit the request for a pedestrian bridge spanning SR 41 in Kettleman City as their number one priority earmark request to Congressman Valadao.

The Grand Jury commends the Kings County Department of Public Works and Kings County Board of Supervisors for taking this step of advocating for this long-term solution of a pedestrian bridge.

State and County government representatives have repeatedly held the position that the cost of a pedestrian bridge was not feasible or not warranted for the volume of pedestrian traffic in Kettleman City. On the one hand, pedestrian bridges are unquestionably an expensive solution to reducing dangers faced by pedestrians. On the other hand, the Grand Jury finds delaying the pursuit of a pedestrian bridge at this location until after a tragedy occurs would also come with an extremely high cost.

FINDINGS

F1. Over the past 16 years, the discussions, studies, and resulting documents addressing Kettleman City have produced few tangible improvements toward reducing the danger faced daily by pedestrians of all ages crossing SR 41 in Kettleman City.

F2. The signage along SR 41 approaching the Kettleman City residential area is inadequate to alert drivers to a crosswalk ahead.

F3. The safest, long-term solution to reducing the danger for pedestrians, particularly schoolchildren, in Kettleman City is the construction of a pedestrian bridge spanning SR 41.

RECOMMENDATIONS

R1. The Kings County Board of Supervisors should direct the Kings County Department of Public Works and Kings County Community Development Agency to submit their recommendations for the next step to be taken by the County of Kings toward making a tangible improvement in the danger faced daily by pedestrians, particularly schoolchildren, in Kettleman City.

R2. The Kings County Department of Public Works should strongly advocate for any and all pedestrian warning signage, including solar-powered flashing beacons, used by Caltrans on the state highway system to be installed along the northbound and southbound approaches to the residential area and crosswalk on SR 41 at General Petroleum Avenue.

R3. The Kings County Board of Supervisors should direct relevant County departments and agencies to actively seek funding from all potential funding sources identified in the noted studies and plans to support the construction of a pedestrian bridge in Kettleman City.

REQUIRED RESPONSES:

California Penal Code §933 provides in part: "...within 90 days of receipt of a report the public agency shall submit its response to the presiding judge. If the report is on an elected public official, the response shall be submitted to the presiding judge within 60 days of receipt..."

Kings County Association of Governments
Kings County Board of Supervisors

INVITED RESPONSES:

Kings County Community Development Agency
Kings County Department of Public Works

SEND FINAL REPORT RESPONSES TO:

Original to:
Shane Burns, Presiding Judge
Kings County Superior Court
1640 Kings Court Drive
Hanford, CA 93230

Copy to:
Kings County Grand Jury
P. O. Box 1562
Hanford, CA 93232

REFERENCES

California Manual for Setting Speed Limits, 2020

<https://dot.ca.gov/-/media/dot-media/programs/safety-programs/documents/2020-california-manual-for-setting-speed-limits-all.pdf>

Caltrans ATP Fact Sheet, January, 2020

<https://dot.ca.gov/-/media/dot-media/programs/local-assistance/documents/atp/2020/atpfactsheet20202024.pdf>

Kettleman City Community Plan, 2009

<https://www.countyofkings.com/Home/ShowDocument?id=3130>

Kettleman City Safety and Community Study, 2010

https://www.kingscog.org/vertical/sites/%7BC427AE30-9936-4733-B9D4-140709AD3BBF%7D/uploads/Kettleman_City_Safety_and_Community_Study_Vol_1.pdf

Kings County 2035 General Plan, 2010

<https://www.countyofkings.com/departments/community-development-agency/information/2035-general-plan>

Kings County Regional Active Transportation Plan, 2019

https://www.kingscog.org/vertical/Sites/%7BC427AE30-9936-4733-B9D4-140709AD3BBF%7D/uploads/2019-03_KCAG_RATP_Final.pdf

Kings County Smart Growth SR 41 Corridor Improvement Plan, 2018

<https://www.countyofkings.com/Home/ShowDocument?id=17179>



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM August 3, 2021

SUBMITTED BY: Department of Public Health – Edward Hill

SUBJECT: NOVEL CORONAVIRUS 2019 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:

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.

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 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 are vaccines for antiviral treatment of 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.

BOARD ACTION:

APPROVED AS RECOMMENDED: ____ OTHER: ____

I hereby certify that the above order was passed and adopted
on _____, 2021.

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM August 3, 2021

SUBMITTED BY: Department of Public Health - Edward Hill/Michelle Bieber
SUBJECT: BREASTFEEDING, HUMAN MILK AND HEALTH EQUITY STUDY SESSION
SUMMARY:

Overview:

August is “National Breastfeeding Month” in Kings County. This study session is to provide the Board information concerning the relationship between human milk feeding and health equity, where Kings County stands with breastfeeding rates, and what the county can do to improve its rates.

Recommendation:

Receive a presentation on the status of Kings County’s breastfeeding rates and strategies to improve them.

Fiscal Impact:

There is no fiscal impact to the County General Fund associated with acceptance of this presentation.

BACKGROUND

Major medical authorities such as the American Academy of Pediatrics, as well as the World Health Organization (WHO) and the Centers for Disease Control (CDC), recommend breastfeeding because it is the most developmentally appropriate nourishment for infants. Human milk feeding provides short and long-term health benefits that reduce health care costs and increase longevity.

Support for breastfeeding families starts before the baby is born with education and information. The birthing hospital is the first place where the new family will have a chance to experience feeding the infant. In 2018, Kings County ranked 46th in the state for hospital breastfeeding. The birthing hospital in Kings County was recently designated breastfeeding friendly. The Health Department hopes to see increased breastfeeding rates as a result of this designation.

(Cont’d)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2021.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

BREASTFEEDING, HUMAN MILK AND HEALTH EQUITY STUDY SESSION

August 3, 2021

Page 2 of 2

Women, especially low wage earners, are likely to quit breastfeeding upon return to work. Although lactation accommodation is required by law and the California Labor Code, many employers are unaware of this and have not made arrangements to accommodate breastfeeding workers.

Providing sufficient information and support to all families to breastfeed requires a system of care that encompasses all sectors in the community. The Women, Infant, and Children's (WIC) program provides program participants with information about all aspects of infant feeding and lactation, however, families who do not participate in WIC may not consistently get accurate, evidence-based information.

The Healthy People Initiative consistently identifies breastfeeding as a national health priority and sets national goals that the county is far from meeting. Meeting these goals is anticipated to save billions of dollars in health care expenditures in the United States (U.S.). The U.S. Surgeon General has called for increased breastfeeding support from communities, health care workers, public health agencies, and employers. Now is the time to start to focus on efforts that will achieve better health for the county's youngest residents, and improve the quality of life for the community as a whole.

On August 24, 2021, the National Association of County and City Health Officials is launching a Blueprint for the Continuity of Care in Breastfeeding Support. This will be an eight-part webinar series focused on helping communities learn what they can do to build a strong system of support for breastfeeding families. It is an opportunity to learn how the county can build a local system of support, and the Department recommends participation in the series.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM August 3, 2021

SUBMITTED BY: Administration – Larry Spikes/Kyria Martinez

SUBJECT: AMERICAN RESCUE PLAN ACT STUDY SESSION

SUMMARY:

Overview:

The State and Local Coronavirus Fiscal Recovery Funds legislation, part of the American Rescue Plan Act (ARPA), was signed into law by President Biden on March 11, 2021. The bill includes \$65.1 billion in direct, flexible aid to every county in America. An additional \$65.1 billion has been allocated to States, metropolitan cities, and nonentitlement units of local government. Kings County is allocated to receive \$29,706,802. The funds are intended to provide support in responding to the impact of COVID- 19 and their efforts to contain COVID-19 on their communities, residents, and businesses.

Recommendation:

Study Session on American Rescue Plan Act funding.

Fiscal Impact:

The County has received \$14,853,401 directly from the U.S. Treasury. A new budget unit was created, budget unit 110910. As of today, the funds sit in fund 100015 in order for it to not fall into general fund balance. The Department of Finance will transfer the revenue to budget unit 110910 as requested. Administration has identified some imminent need for use of the funds to be recommended to be included in the FY 21/22 Final Proposed Budget during budget hearings. The current proposed amount for ARPA fund use at this time is \$9,409,567.

BACKGROUND:

On May 17, 2021 the U.S. Department of the Treasury published guidance that governs the implementation of the American Rescue Plan Act's (ARPA) COVID-19 State and Local Fiscal Recovery Funds. While the Interim Final Rule became effective immediately, the Department of Treasury accepted comments on all aspects of the proposal up until July 16, 2021.

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: ____ OTHER: ____

I hereby certify that the above order was passed and adopted
on _____, 2021.

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.

Agenda Item

AMERICAN RESCUE PLAN ACT STUDY SESSION

August 3, 2021

Page 2 of 2

The final rules have not been adopted as final however, the County does not anticipate the amounts allocated will change rather the final rules will provide more comprehensive clarification on certain categories. Counties will receive the funding in two tranches, with 50 percent provided in Fiscal Year 21/22 and the balance distributed roughly 12 months later.

Administration is recommending phasing the allocated funds as items are identified through the County internal ARPA Committee. These items include revenue loss, costs to Public Health department due to the programs and services necessary to continue efforts in addressing, mitigating, and responding to COVID-19, including efforts in continued testing and increased vaccination capacity, funds for businesses in the unincorporated areas, Board Chambers upgrades, funds for community service districts and their arrears utility payments, County Emergency preparedness (Personal Protective Equipment, cleaning supplies, mask supplies, etc. for County staff and offices), revenue loss for parks due to not collecting fees, and information technology upgrades to existing network due to added network pressures, and two generators for campus ground to maintain public service levels which have shown reached capacity.

Pursuant to the Treasury guidance, Fiscal Recovery Funds can be used to cover costs incurred beginning on March 3, 2021, with the exception to some categories, and all funds must be obligated by December 31, 2024. All funds must be spent and all work completed by December 31, 2026.

On June 22, 2021 Administration brought a study session to give an overview presentation to describe the initial categories of funding and proposals submitted by County staff for consideration. From those items presented staff has been working to prioritize the items presented.

Today, staff is presenting some initial items to be recommended in the FY 21/22 Proposed Budget at the Final Budget hearings commencing August 17, 2021.

Staff anticipates to return in future Board meetings to discuss how to allocate the additional remaining \$20,297,235 of ARPA funds.

Local relief funds are described in four primary categories which are as followed:

- Respond to the public health emergency and address its negative economic effects;
- Provide premium pay for essential workers;
- Replace lost public sector revenue; and,
- Invest in water, sewer, and broadband infrastructure.

Within these broad expenditure categories, counties have flexibility to decide how best to use the funding to meet specific community needs with the ultimate goal to respond to the COVID-19 public health emergency and its economic impacts. The items presented today fall in categories of responding to the COVID-19 public health emergency, its negative economic effects, and replace lost in public sector revenue.

Categories for the initial spending are listed in Exhibit A.

Exhibit A

Proposal	Purpose Detail	Category	Total
Revenue Loss	Revenue Loss to County due to COVID-19	Revenue Loss	\$ 4,281,131
Public Health Emergency Preparedness	Combating COVID-19	Emergency Response	\$ 2,035,126
Businesses - unincorporated	Business support and retention	Emergency Response	\$ 500,000
Board Chambers Upgrades	Upgrade technology in chambers	Emergency Response	\$ 150,000
Community Service Districts	Utility back bills, Armona CSD, Home Garden CSD, Kettleman City CSD, Stratford PUD	Emergency Response	\$ 500,000
County Emergency Preparedness	PPE County Wide, Public Works, Jail, Juvenile Hall, County, Jail Kitchen	Emergency Response	\$ 438,000
Parks Revenue	Revenue Loss, gate fees	Revenue Loss	\$ 46,286
Information Technology	Upgrades to current IT	Emergency Response	\$ 1,064,024
Generators	Dispatch/IT	Emergency Response	\$ 395,000
Total:			\$ 9,409,567
Available			\$ 29,706,802
Balance:			\$ 20,297,235