

Board Members

Joe Neves, District 1
Richard Valle, District 2
Doug Verboon, District 3 - Chairman
Rusty Robinson, District 4 – Vice-Chairman
Richard Fagundes, District 5



Staff

Kyria Martinez, County Administrative Officer
Diane Freeman, County Counsel
Catherine Venturella, Clerk of the Board

Board of Supervisors Regular Meeting Agenda

Date: Tuesday, August 6, 2024
Time: 9:00 a.m.
Place: BOARD of SUPERVISORS CHAMBERS, Kings County Government Center
1400 W. Lacey Boulevard, Hanford, California 93230

☎ (559) 852-2362 ❖ bosquestions@co.kings.ca.us ❖ [website: https://www.countyofkingsca.gov](https://www.countyofkingsca.gov)

The meeting can be attended on the Internet by clicking this link:

<https://countyofkings.webex.com/countyofkings/j.php?MTID=mcff0c611d09e538b1cf55035daa561ff>

or 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 link information. Members of the public attending via WebEx will have the opportunity to provide public comment during the meeting. Remote WebEx participation for members of the public is provided for convenience only. In the event that the WebEx connection malfunctions or becomes unavailable for any reason, the Board of Supervisors reserves the right to conduct the meeting without remote access. *WebEx will be available for access at 8:50 a.m.*

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<https://youtube.com/live/Ws7GobGgGFg?feature=share>

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- I. 9:00 AM **CALL TO ORDER**
ROLL CALL – Clerk of the Board
INVOCATION – Pastor Andrew Cromwell – Koinonia Church
PLEDGE OF ALLEGIANCE



II. UNSCHEDULED APPEARANCES

Any person may directly address the Board at this time on any item on the agenda, or on any other item of interest to the public, that is within the subject matter jurisdiction of the Board. Two (2) minutes are allowed for each item.

III. APPROVAL OF MINUTES

A. Approval of the minutes from the regular meeting for July 30, 2024.

IV. CONSENT CALENDAR

A. Agriculture Department:

1. Consider approving the Cooperative Agreement with the California Department of Food and Agriculture for the County's Nursery Inspection Program retroactively effective from July 1, 2024 through June 30, 2025.

B. Public Works Department:

1. Consider approving the Agreement with Nova Geotechnical and Inspection Services – So Cal, doing business as Universal Engineering Sciences to provide construction inspections and material testing services for the Avenal Cutoff Roadway Improvements Project.

V. REGULAR CALENDAR

A. Community Development Agency – Chuck Kinney

1. Consider accepting the monthly report of Planning Commission's actions from their August 5, 2024 meeting.

B. District Attorney's Office – Sarah Hacker

1.
 - a. Consider adopting a Resolution authorizing the District Attorney's Office to receive additional funds for fiscal year 2023-24 for the Workers' Compensation Insurance Fraud Program;
 - b. Adopt a Resolution authorizing the District Attorney's Office to receive additional funds for fiscal year 2023-24 for the Auto Insurance Fraud Program;
 - c. Adopt a Resolution authorizing the District Attorney's Office to receive additional funds for fiscal year 2024-25 for the Workers' Compensation Insurance Fraud Program;
 - d. Adopt a Resolution authorizing the District Attorney's Office to receive additional funds for fiscal year 2024-25 for the Auto Insurance Fraud Program.

C. Job Training Office – Julieta Martinez/Laura Magana

1.
 - a. Consider approving the first amendment to the Agreement with the County of Stanislaus to implement the Regional Equity and Recovery Partnerships Grant for Kings County effective August 6, 2024;
 - b. Authorize the Economic and Workforce Development Director to sign the amendment to the Agreement with the County of Stanislaus to implement the Regional Equity and Recovery Partnerships Grant for Kings County.



D. Public Works Department – Dominic Tyburski

1. a. Consider approving the consultant services Agreement with Chas Rhoads Architecture to perform Architectural Design Services for the Kings County Department of Public Health Building 3 Fire Damage Restoration Project;
- b. Authorize the Public Works Director to sign the Agreement.

VI.

BOARD MEMBER ANNOUNCEMENTS OR REPORTS

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

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

VII.

CLOSED SESSION

- ◆ **Personnel Matter: [Govt. Code Section 54957]**
Public Employee Performance Evaluation: Community Development Director
- ◆ **Significant exposure to litigation: (1 Case) [Govt. Code Section 54956.9 (d)(2)(e)(1)]**
- ◆ **Conference with Labor Negotiator: [Govt. Code Section 54957.6]**
Negotiators: Kyria Martinez, Carolyn Leist, Che Johnson of Liebert Cassidy Whitmore
 - General Unit - CLOCEA
 - Supervisor's Unit - CLOCEA
 - Blue Collar - SEIU
 - Detention Deputy's Association
 - Firefighter's Association
 - Deputy Sheriff's Association
 - Probation Officer's Association
 - Prosecutor's Association
 - Unrepresented Management
- ◆ **Litigation initiated formally. Title:**
Gomez v. Kings County, et al. U.S. District Court Case No. 1:21-CV-01170-JLT-BAM
[Govt. Code Section 54956.9(d)(1)]



VIII. ADJOURNMENT

The next regularly scheduled meeting will be held on August 13, 2024 at 9:00 a.m.

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

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

FUTURE MEETINGS AND EVENTS

August 13	9:00 AM	Regular Meeting
August 13	2:00 PM	Board of Equalization Regular Meeting
August 20	9:00 AM	Regular Meeting
August 27	9:00 AM	Regular Meeting
September 3	---	Regular Meeting Canceled due to Labor Day Holiday on September 2, 2024
September 10	9:00 AM	Regular Meeting
September 10	2:00 PM	Board of Equalization Regular Meeting

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Board Members

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Doug Verboon, District 3 - Chairman
Rusty Robinson, District 4 – Vice-Chairman
Richard Fagundes, District 5



Staff

Matthew Boyett, Deputy Co. Admin. Officer
Diane Freeman, County Counsel
Catherine Venturella, Clerk of the Board

Board of Supervisors Regular Meeting Action Summary

Date: Tuesday, July 30, 2024
Time: 9:00 a.m.
Place: BOARD of SUPERVISORS CHAMBERS, Kings County Government Center
1400 W. Lacey Boulevard, Hanford, California 93230

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- I. 9:00 AM **CALL TO ORDER**
ROLL CALL – Clerk of the Board
INVOCATION – Rusty Robinson – District 4 Supervisor
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 item of interest to the public, that is within the subject matter jurisdiction of the Board. Two (2) minutes are allowed for each item.

Jonathan Brewster, Kings County Deputy Sheriff's Association, gave the Board an update on projects they have been working on, including a golf fundraiser where \$20,000 was raised and will be distributed to all 22 students who applied from Kings County. He stated that they also sponsored a day at The Plunge for all residents under 18 years of age and sponsored a Babe Ruth baseball team who made it to the finals in Branson, Missouri.

III. APPROVAL OF MINUTES

A. Report out of Closed Session from the regular meeting for July 23, 2024.

REPORT OUT: Diane Freeman, County Counsel, stated the Board took no reportable action in closed session at their July 23, 2024 meeting.

B. Approval of the minutes from the regular meeting for July 23, 2024.

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

IV. CONSENT CALENDAR

A. **Public Health Department:**

1. Consider approving the Memorandum of Understanding to partner with the Central California Food Bank Diaper Distribution Program effective July 30, 2024 through July 29, 2025. **[AGMT 24-143]**
2. Consider authorizing the Advanced Step Hire of Priyanka Parikh as an Epidemiologist at Range 237.5, Step 4.

B. **Public Works Department:**

1. Consider approving the Agreement with Bedrock Engineering, Inc. to provide construction staking services for Phase I of the Avenal Cutoff Roadway Improvements Project.
[AGMT 24-144]

C. **Administration:**

1. Consider rejecting the Claim for Damages filed by O'Hara Law, a Professional Corporation, on behalf of the Heirs of William Turner.
2. Consider approving the Agreement with Kings County Superior Court for the use of office equipment effective August 1, 2024 through June 30, 2025. **[AGMT 24-145]**
3. a. Consider approving the reserve allocation from Fund 7019 in the amount of \$120,295 for the operation and maintenance expenses at the Kettleman City Community Services District Surface Water Treatment Plant;
b. Adopt the Budget Change. **(4/5 Vote Required)**

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

V. REGULAR CALENDAR

A. **Behavioral Health – Lisa Lewis/Christi Lupkes**

1. Consider approving the Agreement with GHC of Anberry, LLC dba Anberry Nursing & Rehabilitation Center licensed skilled nursing facility and specialty treatment program to provide mental health services for Kings County adults with serious mental illness effective July 30, 2024 through June 30, 2026. **[AGMT 24-146]**

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



2. Consider approving the Agreement with Kings Community Action Organization to provide Behavioral Health Bridge Housing program services effective July 30, 2024 through June 30, 2027. **[AGMT 24-147]**

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

B. Child Support Services – Marie Waite

1. Consider adopting a Resolution proclaiming August 1, 2024 through August 31, 2024 as Child Support Awareness Month in Kings County. **[RESO 24-041]**

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

C. Public Health Department – Rose Mary Rahn/Heather Campos

1. Consider approving a second Amendment to the Memorandum of Understanding with Heluna Health for contracted staff to provide epidemiology, laboratory, and informatics services to the Kings County Department of Public Health through June 30, 2025. **[AGMT 23-042.2]**

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

D. Public Works Department – Dominic Tyburski

1. a. Consider approving the consultant services Agreement with Chas Rhoads Architecture to perform Architectural Design Services for the Kings County Department of Public Health Building 3 Fire Damage Restoration Project;
b. Authorize the Public Works Director to sign the agreement.

ITEM WAS PULLED BY STAFF AND WILL BE BROUGHT BACK ON A FUTURE AGENDA

VI.

BOARD MEMBER ANNOUNCEMENTS OR REPORTS

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

Supervisor Neves stated that he participated in the Kings County Employee Wellness Blood Draw, attended the Housing Authority of Kings County meeting, attended the Local Agency Formation Commission meeting, attended the Kings County Area Public Transit Agency meeting, attended the Kings County Association of Governments meeting, attended the Cabrillo Club scholarship luncheon where 13 students received awards, attended the Babe Ruth tournament, and stated that the next Kings County Blood Drive will be held on September 5, 2024.

Supervisor Fagundes stated that he was at the Central Coast last week and attended the joint Mid-Kings River Groundwater Sustainability Agency meeting.

Supervisor Valle stated that he was out of the office last week but did attend the joint Mid-Kings River Groundwater Sustainability Agency meeting.

Supervisor Robinson stated that he attended the Rural County Representatives of California meeting in Sacramento and reported on meetings that he attended. He stated that he took his son, Patrick, to an indoor skydiving experience, attended a meeting with Hanford City Council members Martin Devine and Travis Paden to discuss several topics, and attended the joint Mid-Kings River Groundwater Sustainability Agency meeting.

Supervisor Verboon thanked County staff for all the work that went into planning and preparing for the joint Mid-Kings River Groundwater Sustainability Agency meeting, and that coordinating four separate entities into one meeting was no easy task.



- ◆ **Board Correspondence:** Matthew Boyett stated that the Board received Resolution No. R20-2324 from the Kingsburg Joint Union High School District ordering an election to authorize the issuance of General Obligation Bonds. The Board also received Declarations by Authors of Arguments or Rebuttals from Rufino Ucello Jr. All documents relating to this matter were received on July 23, 2024. The Board received correspondence from the California Highway Patrol dated July 18, 2024 which contained the HazMat Report pursuant to Health and Safety Code Section 25180. The Board received a Notice of Intent to Update the Groundwater Sustainability Plan from the Central Kings Groundwater Sustainability Agency dated July 22, 2024. The Board received a Notice of Public Hearing regarding the 6th Cycle Draft Housing Element and Fair Housing Analysis from the Planning Commission on July 26, 2024. The Board received a Letter of Support of the Kings County District Attorney's Office from the Avenal Chief of Police, Cecilio Velasco, dated July 26, 2024. The Board received a Notice of Proposed Amendment of the Groundwater Sustainability Plan pursuant to Water Code Section 10728.4 from the Southwest Kings Groundwater Sustainability Agency dated July 25, 2024. The Board received an invitation from United Health Centers dated July 22, 2024 to participate in their National Health Centers Week event which will take place on August 8, 2024. The Board received correspondence from the Hanford Elementary School District dated July 29, 2024 regarding the General Obligation Bond Elections for November 5, 2024.
- ◆ **Upcoming Events:** Matthew Boyett stated that the Kings County Library kicked off its Compute Craft event at its various branch libraries where you are invited to some hands-on fun disassembling and reassembling computers. Sign ups are required as space is limited. This event will continue today at the Avenal Branch Library at 11:00 a.m. and then at the Kettleman City Branch Library today at 2:30 p.m. Tomorrow the event will be at the Lemoore Branch Library at 11:00 a.m. and at the Stratford Branch Library at 2:30 p.m. Finally, the event will conclude this week on Thursday, August 1, 2024 at 10:00 a.m. at the Hanford Branch Library and 1:00 p.m. at the Armona Branch Library. Cal Trans will host a Press Conference celebrating the reopening of State Route 41 from Quail Avenue to State Route 198 in Kings County. The event will take place on Thursday, August 1, 2024 at 9:00 a.m. at the Kings River Bridge along State Route 41 just south of Stratford. The Department of Child Support Services will host a Kids Day event to celebrate Child Support Awareness Month on Thursday, August 1, 2024 from 3:00 p.m. – 7:00 p.m. at 312 W. 7th Street in Hanford. This outreach event is for families in our community to provide back to school items for kids along with information on services available to our community. Behavioral Health will host its Family Member Support Group next Tuesday, August 6, 2024 from 5:30 p.m. – 7:30 p.m. at the Kings Building located on our campus. Behavioral Health will host its Veteran's Support Group on Tuesday, August 13, 2024 from 5:30 p.m. – 7:30 p.m. at the Veterans Memorial Hall in Hanford.
- ◆ **Information on Future Agenda Items:** Matthew Boyett stated that the following items would be on a future agenda: Agricultural Department – Cooperative Agreement for their Nursery Inspection Program; Community Development Agency – monthly reporting of Planning Commission actions; District Attorney – acceptance of additional grant funds for Insurance Fraud Programs; Job Training Office – amendment to the Agreement with the County of Stanislaus to implement the Regional Equity and Recovery Partnerships Grant for Kings County; and Public Works Department – Avenal Cutoff Roadway Improvements Project – Phase I.



VII. ADJOURNMENT

The next regularly scheduled meeting will be held on August 6, 2024 at 9:00 a.m.

FUTURE MEETINGS AND EVENTS

August 6	9:00 AM	Regular Meeting
August 13	9:00 AM	Regular Meeting
August 13	2:00 PM	Board of Equalization Regular Meeting
August 20	9:00 AM	Regular Meeting
August 27	9:00 AM	Regular Meeting

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COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM August 6, 2024

SUBMITTED BY: Agriculture Department – Jimmy Hook/Lynda Schrupf

SUBJECT: COOPERATIVE AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE FOR THE COUNTY’S NURSERY INSPECTIONS PROGRAM

SUMMARY:

Overview:

The Agricultural Commissioner-Sealer provides services in cooperation with the California Department of Food and Agriculture for the County’s Nursery Inspection program. The agreement continues the County’s Nursery Inspection program which expired June 30, 2023.

Recommendation:

Approve the Cooperative Agreement with the California Department of Food and Agriculture for the County’s Nursery Inspection Program retroactively effective from July 1, 2024 through June 30, 2025.

Fiscal Impact:

Revenue of \$500 for this program is included in the Fiscal Year 2024-25 Recommended Budget, in Budget Unit 260000, and will offset the department’s expenses for providing the inspections under the agreement.

BACKGROUND:

The cooperative agreement with the California Department of Food and Agriculture is for nursery inspections. The County will inspect all nursery stocks at producer/wholesale nursery locations within the county according to the protocol established by this cooperative agreement. The term of this cooperative agreement is from July 1, 2024 through June 30, 2025. This is an ongoing program; however, the current agreement was not offered to the County until July 2, 2024 from the California Department of Food and Agriculture. As such, this agreement is retroactive.

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 _____, 2024.

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.

**COOPERATIVE AGREEMENT
SIGNATURE PAGE**

AGREEMENT NUMBER

24-0273-000-SA

1. 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

2. The Agreement Term is: July 1, 2024 through June 30, 2025

3. The maximum amount of this Agreement is: \$500.00

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

Exhibit A: Recipient and Project Information 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 Legal Name*)

COUNTY OF KINGS

BY (*Authorized Signature*)



DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

680 N Campus Drive, Suite B, Hanford, CA 93230-3556

STATE OF CALIFORNIA

AGENCY NAME

CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY (*Authorized Signature*)



DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

KRISTI DUPREY, STAFF SERVICES MANAGER II, OFFICE OF GRANTS ADMINISTRATION

ADDRESS

1220 N STREET, ROOM 120
SACRAMENTO, CA 95814

LB

EXHIBIT A

RECIPIENT AND PROJECT INFORMATION

1. CDFA hereby awards an Agreement to the Recipient for the project described herein:
County will prevent the introduction and spread of agricultural pests through nursery stock inspection. This will help protect agriculture and the consumer against economic losses resulting from the sales of inferior, defective, or pest-infested nursery stock.

Project Title: Nursery Inspection Program

2. The Managers for this Agreement are:

FOR CDFA:	FOR RECIPIENT:
Name: Jasmine Minhas	Name: Jimmy Hook
Division/Branch: PHPPS / Pest Exclusion	Organization: County of Kings
Address: 1220 N Street, Room 221	Address: 680 N Campus Drive, Suite B
City/State/Zip: Sacramento, CA 95814	City/State/Zip: Hanford, CA 93230-3556
Phone: 916-654-0435	Phone: 559-852-2830
Email Address: jasmine.minhas@cdfa.ca.gov	Email Address: agstaff@co.kings.ca.us

3. The Grant Administrative Contacts for this Agreement are:

FOR CDFA:	FOR RECIPIENT:
Name: Michael Paule	Name:
Division/Branch: PHPPS / Pest Exclusion	Organization:
Address: 1220 N Street, Room 221	Address:
City/State/Zip: Sacramento, CA 95814	City/State/Zip:
Phone: 916-654-0435	Phone:
Email Address: michael.paule@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, and the agents and employees of Recipient, in the performance of this Agreement, are not officers, employees, or agents of the CDFA. The Recipient's obligation to pay its Contractors/Consultants is an independent obligation from the CDFA's obligation to make payments to the Recipient. Recipient agrees to comply with all applicable State and local laws and regulations during the term of this Agreement. 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 Contractors/Consultants shall not affect the Recipient's overall responsibility for the management of the project, and the Recipient shall reserve sufficient rights and control to enable it to fulfill its responsibilities under this Agreement.

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 10000 *et seq.*). The applicable regulations of the Fair Employment and Housing Council implementing Government Code section 12990 (a-f), set forth in Division 4.1 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. If the breach is not cured to the satisfaction of the non-breaching party, 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. Timelines associated with notice and curing of material breaches shall be consistent with the timelines outlined in paragraph 17.

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, 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

The parties may be in material breach under this Agreement if they fail to comply with any term of this Agreement, or a party determines that the other party is not implementing the Project in accordance with the provisions of this Agreement, or that a party has failed in any other respect to comply with the provisions of this Agreement. In the event of a material breach, the party identifying the breach shall provide a Notice of Material Breach to the breaching party within fifteen (15) calendar days upon discovery of breach. The breaching party shall have fifteen (15) calendar days from receipt of the notice to notify how it intends to cure the breach. Upon receipt of the proposed cure, the non-breaching party has fifteen (15) days to accept or reject the proposed cure. Upon the non-breaching party's approval of the cure, the breaching party has thirty (30) days to implement the cure. If the breaching party fails to cure the breach within thirty (30) days of the non-breaching party's approval of the cure, the non-breaching party may take the following respective actions:

- A. CDFA may suspend payments;
- B. CDFA may demand repayment of all funding;
- C. Either party may terminate the Agreement
- D. CDFA may debar Recipient; or
- E. Either party may take any other action deemed necessary to recover costs.

The non-breaching party shall send a Notice of Failure to Cure Material Breach upon its decision to carry out any of these actions. These actions are effective upon issuance of the Notice of Failure to Cure Material Breach, unless the Recipient appeals a Notice of Failure to Cure Material Breach, in which case the effective date falls on the issuance of a final decision on the appeal.

Where CDFA notifies the Recipient of its decision to demand repayment pursuant to this paragraph, the funds that are subject to the demand shall be repaid immediately. CDFA may consider the Recipient's refusal to repay the requested disbursed amount a material breach.

A Notification of Failure to Cure Material Breach may be appealed to CDFA. The appeal must be post marked within ten (10) calendar days of the date the Recipient received the Notice of Failure to Cure

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

All notices, communications, and appeals described in this paragraph must be received in writing to be considered timely.

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.

18. Publicity and Acknowledgement

The Recipient agrees that it will acknowledge CDFA's support whenever projects funded, in whole or in part, by this Agreement are publicized in any news media, brochures, publications, audiovisuals, presentations or other types of promotional material 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.

19. News Releases/Public Conferences

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

20. Scope of Work and Budget Changes

Changes to the Scope of Work, Budget, or the Project term, must be requested in writing to CDFA Grant Administrative Contact no 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.

21. 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.

22. Equipment

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

23. Closeout

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

24. Confidential and Public Records

The Recipient and CDFA understand that each party may come into possession of information and/or data which may be deemed confidential or proprietary by the person or organization furnishing the information or data. Such information or data may be subject to disclosure under the California Public Records Act or the Public Contract Code. To the extent allowed by law, CDFA determines 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.

25. 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.

26. Executive Order N-6-22 Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate agreements with, and to refrain from entering any new agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Recipient is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Recipient advance written notice of such termination, allowing Recipient at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

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. If mileage is a reimbursable expense, 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

Recipient agrees to provide to the California Department of Food and Agriculture (CDFA) all equipment and labor necessary to perform inspection and enforcement activities. The activities under this Agreement shall be completed within the timeframe outlined. Recipient shall inspect all nursery stock at all producer/wholesale nursery locations within the County (specifically not included is nursery stock in the first year of a two-year production cycle, plant materials in parent stock or propagative stock beds or blocks that are not to be inspected and nursery stock that is entered in one of the State's registration or certification programs and is inspected by State staff).

Recipient is expected to enforce all laws and regulations pertaining to nursery stock, including licensing requirements, in accordance with the Memorandum of Understanding between CDFA and the California Agricultural Commissioners and Sealers Association entitled "State-County Nursery Inspection Program." Recipient shall respond to complaints against nursery establishments. The MOU can be accessed here: https://www.cdfa.ca.gov/exec/county/documents/CACASA_MOU_Nursery_Inspection.pdf

Recipient may assist in performing Systems Approach to Nursery Certification (SANC) certification duties when requested by industry, on behalf of CACASA, CDFA and the National Plant Board. Activities performed in relation to the SANC program are not reimbursable under the contract allocations and are subject to County service request fees.

Recipient is expected to submit Quarterly Invoices and all supporting documentations within 30 days of the conclusion of each quarter. All invoice payments shall be made quarterly, in arrears, upon submission and approval of an itemized invoice which includes Report Number 7 Summary and Supplemental Forms (see attached sample invoice, Report Number 7). Recipient shall submit the itemized invoice on County letterhead referencing the Cooperative Agreement Number by email to nurseryservices@cdfa.ca.gov.

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. Recipient is expected to clearly mark final invoice with "Final Invoice", thus indicating that all payment obligations from CDFA under this Agreement have ceased and that no further payments are due or outstanding. Any encumbered funds remaining on the contract agreement after the final invoice has been processed, will be disencumbered on the 31st day of October or the next business day.

Scope of Work

Recipient shall be paid based on the Recipient's actual hourly staff rate for the current Fiscal Year for nursery investigative work on enforcement actions, such as administrative hearings, court hearings, and disciplinary actions including abatement related to nursery laws provided such investigative work is approved in advance by the CDFA Grant Manager. Payments made for enforcement activity invoices shall be paid out from the county contract amount. Please note that all types invoicing cannot exceed total contracted amount.

Nursery compliance reinspections may be reported for invoicing at the applicable acreage reimbursement rate per this agreement. Reinspection is defined as the time spent on follow-up inspections of nurseries where pests had been found to determine compliance with pest cleanliness requirements, trace backs/trace forwards, nursery licensing, complaints, spot checks, reconditioning nursery stock, and release or disposition of lots placed on hold for noncompliance. These inspections must be indicated under 'Reinspection for Noncompliance' on Supplemental 3 form. Indicate only the acreage that was reinspected and include the time spent conducting the reinspection. All reinspection activities are to be documented using the Supplemental 3 form of the Report 7.

County Letterhead

Date: _____

To: California Department of Food and Agriculture
 Pest Exclusion Branch, Nursery Services
 1220 N Street, Room 221
 Sacramento, CA 95814

County of _____

Cooperative Agreement Number 24- XXXX-XXX- SA

Fiscal Year 24/25

Invoice for _____ Quarter

Invoice Number _____

Invoice(s) must be accompanied by Report 7 Summary and Supplemental Page(s).

Please submit Invoices and Report 7 Quarterly.

Invoice Detail	Amount	Reimbursement Rate	Totals
Paid from Cooperative Agreement Balance			
Type 1 Acres = (includes re-inspection acres)	100 Acres X	\$16.05 =	\$1,605.00
Type 2 and 4 Acres = (includes re-inspection acres)	100 Acres /4 = 25 X	\$16.05 =	\$401.25
Enforcement Activities =	Reference Case ID #	Up to \$35 an hour	\$0.00
Licensing Activities (not deducted from Cooperative Agreement Balance)			
NEW Nursery License =	2 X	\$75.00 each license =	\$150.00
RENEWAL Nursery License =	0 X	\$75.00 each license =	
		Total Invoiced	\$2,021.25

Please remit payment to County of _____
 Address line 1
 Address Line 2
 Address line 3

Signature Block

 (Original / Electronic Signature and Title)

REPORT NUMBER 7



NURSERY INSPECTION REPORT

SUBMIT QUARTERLY

COUNTY:	MONTH/YEAR:
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A. NURSERY INSPECTIONS				
TYPE	NUMBER OF LOCATIONS INSPECTED	TOTAL ACRES INSPECTED	NUMBER OF NON-COMPLIANCES	HOURS
PRODUCTION - WHOLESALE *				
REINSPECTION FOR NONCOMPLIANCE				
- RETAIL and WHOLESALE				
- TRACE F/B REINSPECTIONS				
NEMATODE CERTIFICATION				
OTHER - Special Survey				
TOTAL HOURS SECTION A				

B. LICENSING ACTIVITIES				
TYPE	NEW LICENSES	RENEWALS		HOURS
NUMBER OF NURSERIES LICENSED *				
FEE EXEMPT LICENSES				
OTHER Issued temporary license to retailer				
TOTAL HOURS SECTION B				

C. ENFORCEMENT ACTIONS (Office, Administrative, Court Hearings)			
ACTIVITY	TYPE	NUMBER	HOURS
TOTAL HOURS SECTION C			

D. PROGRAM SUPPORT ACTIVITIES (Planning, Training, Administration, etc.)	
ACTIVITY	HOURS
TOTAL HOURS SECTION D	

E. COMMENTS

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* SEE SUPPLEMENTAL SHEET(S) FOR DETAILED LISTING OF ACTIVITIES.

SAMPLE BILLING

THIS SUPPLEMENTAL SHEET TO REPORT 7 SHALL BE USED FOR
NURSERY INSPECTION REIMBURSEMENT BILLING
 BY THE COUNTIES

CDFA USE ONLY	
APPROVED BY:	
NURSERY REIMBURSEMENT:	
LICENSE REIMBURSEMENT:	
TOTAL REIMBURSEMENT:	

COUNTY: Sacramento	AGREEMENT NUMBER: 20-XXXX-XXX-SA	MONTH/YEAR: July - June 2020-2021
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PRODUCTION / WHOLESALE INSPECTIONS						
NAME OF NURSERY	LICENSE NUMBER	DATE(S) INSPECTED	NO. OF ACRES			CDFA USE ONLY
			TYPE 1*	TYPE 2*	TYPE 4*	
ABC Nursery	A1110.01	1/1/2020	10	3	20	
XYZ Nursery	D2345.G01	3/28/2020	100			

NUMBER OF LOCATIONS INSPECTED		TOTAL ACRES:	110.00	3.00	20.00	
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NURSERY LICENSE ACTIVITY			
NAME OF NURSERY LICENSED (Use firm name)	NEW (LICENSE NUMBER)	RENEWAL (LICENSE NUMBER)	CDFA USE ONLY
Exclude retail only nurseries			

SIGNATURE:	TITLE:	DATE:
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* **Type 1** = Nursery production acreage consisting of nursery stock for farm and landscape planting, ornamentals in containers, and potted plants. Reimbursement rate is the number of acres inspected multiplied by the hourly rate as stated in the contract.
 * **Type 2 & 4** = Turf, cut flowers, and cut greens. Reimbursement rate is the number of acres inspected divided by four and multiplied by the hourly rate as stated in the contract.

THIS SUPPLEMENTAL SHEET TO REPORT 7 SHALL BE USED FOR
NURSERY INSPECTION REIMBURSEMENT BILLING
 BY THE COUNTIES

CDFA USE ONLY	
APPROVED BY:	
NURSERY REIMBURSEMENT:	
LICENSE REIMBURSEMENT:	
TOTAL REIMBURSEMENT:	

COUNTY:	AGREEMENT NUMBER:	MONTH/YEAR:
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PRODUCTION / WHOLESALE INSPECTIONS

NAME OF NURSERY	LICENSE NUMBER	DATE(S) INSPECTED	NO. OF ACRES			CDFA USE ONLY
			TYPE 1*	TYPE 2*	TYPE 4*	

NUMBER OF LOCATIONS INSPECTED:		TOTAL ACRES:				
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NURSERY LICENSE ACTIVITY

NAME OF NURSERY LICENSED (Use firm name)	NEW (LICENSE NUMBER)	RENEWAL (LICENSE NUMBER)	FEE EXEMPT (LICENSE NUMBER)	CDFA USE ONLY

SIGNATURE:	TITLE:	DATE:
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* **Type 1** = Nursery production acreage consisting of nursery stock for farm and landscape planting, ornamentals in containers, and potted plants. Reimbursement rate is the number of acres inspected multiplied by the hourly rate as stated in the contract.

* **Type 2 & 4** = Turf, cut flowers, and cut greens. Reimbursement rate is the number of acres inspected divided by four and multiplied by the hourly rate as stated in the contract.

REPORT NUMBER 7
 (Supplemental Sheet 2)



COUNTY:	AGREEMENT NUMBER:	MONTH/YEAR:
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PRODUCTION / WHOLESALE INSPECTIONS

NAME OF NURSERY	LICENSE NUMBER	DATE(S) INSPECTED	NO. OF ACRES			CDFA USE ONLY
			TYPE 1*	TYPE 2*	TYPE 4*	

NUMBER OF LOCATIONS INSPECTED:		TOTAL ACRES:	0.00	0.00	0.00	
---------------------------------------	--	---------------------	-------------	-------------	-------------	--

* **Type 1** = Nursery production acreage consisting of nursery stock for farm and landscape planting, ornamentals in containers, and potted plants. Reimbursement rate is the number of acres inspected multiplied by the hourly rate as stated in the contract.
 * **Type 2 & 4**= Turf, cut flowers, and cut greens. Reimbursement rate is the number of acres inspected divided by four and multiplied by the hourly rate as stated in the contract.

COUNTY:	AGREEMENT NUMBER:	MONTH/YEAR:
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REINSPECTIONS						
NAME OF NURSERY	LICENSE NUMBER	DATE 1st Inspection	DATE 2nd Inspection	NO. OF ACRES REINSPECTED		
				TYPE 1*	TYPE 2*	TYPE 4*
NO. LOCATIONS INSPECTED:			TOTAL ACRES:			

* **Type 1** = Nursery production acreage consisting of nursery stock for farm and landscape planting, ornamentals in containers, and potted plants. Reimbursement rate is the number of acres inspected multiplied by the hourly rate as stated in the contract.
 * **Type 2 & 4**= Turf, cut flowers, and cut greens. Reimbursement rate is the number of acres inspected divided by four and multiplied by the hourly rate as stated in the contract.

INSTRUCTIONS FOR REPORT NUMBER 7 (Form 64-057)

Nursery Inspection Report - Submit Quarterly

Include time spent on activities related to enforcement of State Nursery Laws and Regulations. *Do not report time spent on inspections of nursery stock shipments in transit or at destination, or inspections conducted to certify for export. These are quarantine activities.*

Section A. Nursery Inspections

Report in this section the number of regulatory inspections and the total time spent for such inspections. Regulatory inspections include inspecting nurseries for pest cleanliness, labeling, and grades and standards. Several partial inspections may be required to complete a required inspection at a given location. Such inspections should be counted as one inspection at a given location. Time spent by county personnel in nurseries for collecting, preparing and submitting pest specimens and/or plant samples for identification by the CDFA Diagnostics Lab (Activity code 70 in Form 65-020, Pest and Damage Record), and for providing information on pest control operations for pest cleanliness may be included for determining the hours for a given location. Details of the nursery, such as name of nursery, license number, acreage used for production, storage and sale of nursery stock, type of nursery stock, etc., must be entered on the supplemental sheet for report number 7.

The time spent on follow-up inspections of nurseries to determine compliance with pest cleanliness requirements, complaints, spot checks, reconditioning nursery stock, and release or disposition of lots placed on hold for noncompliance, etc., must be indicated under 'reinspection for noncompliance.'

Nursery inspection for nematode certification at a given location, such as for supervision of soil fumigation, sampling for nematodes, etc., must be reported on a different form (Form 64-054, NURSERY STOCK NEMATODE CERTIFICATION). However, the total time spent on nursery inspections for nematode certification during the month must be included in the last column of Report 7 and in the total hours for section A.

Section B. Licensing Activities

Report in this section the time spent by county personnel in nurseries for initial inspection of new applicants for a License to Sell Nursery Stock, or for verifying a License to Sell Nursery Stock. Indicate the number of nurseries licensed under the column 'new' or 'renewals' as appropriate, and the time spent on such activity in the last column (hours). Name(s) of nursery must be entered on the supplemental sheet for report number 7

Section C. Enforcement Actions

Report in this section the time spent by county personnel on enforcement actions, such as administrative hearings, court hearings, and disciplinary actions related to nursery laws.

Section D. Program Support Activities

Report in this section the time spent by county personnel on program support activities such as planning, training, administration, etc., that are essential for enforcement of nursery laws and regulations.

Section E. Comments

Use this section to report any additional information regarding regulatory nursery inspections and/or related activities, which is pertinent but not reported in the sections above.

Budget

The amount payable under this agreement shall not exceed **\$500.00**.

Recipient shall be paid based on the Recipient's actual hourly staff rate for the current Fiscal Year for nursery investigative work on enforcement actions, such as administrative hearings, court hearings, and disciplinary actions including abatement related to nursery laws provided such investigative work is approved in advance by the CDFA Grant Manager. Payments made for enforcement activity invoices shall be paid out from the county contract amount. Please note that all types invoicing cannot exceed total contracted amount.



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 6, 2024

SUBMITTED BY: Public Works Department – Dominic Tyburski/Mitchel Cabrera
SUBJECT: AVENAL CUTOFF ROADWAY IMPROVEMENTS PROJECT – PHASE I
SUMMARY:

Overview:

On March 5, 2024, the Board approved the revised plans and specifications for construction of the Avenal Cutoff Roadway Improvements Project – Phase I. The work consists of the Full Depth Reclamation with Cement (FDR-C) and new asphalt pavement of approximately 4.5 miles of the Avenal Cutoff from State Route (SR) 198 to a point 4.5 miles southward. Completion of this work will require a consultant to provide inspections and materials testing services during construction. Through the Request for Proposals (RFP) process, Nova Geotechnical and Inspection Services – So Cal, doing business as Universal Engineering Sciences was selected as the top ranked consultant based on their project understanding, professional presentation, and previous success with similar projects.

Recommendation:

Approve the agreement with Nova Geotechnical and Inspection Services – So Cal, doing business as Universal Engineering Sciences to provide construction inspections and material testing services for the Avenal Cutoff Roadway Improvements Project.

Fiscal Impact:

The project will not impact the General Fund. The project will be funded through the County’s Road Fund and will utilize Senate Bill 1 (SB-1) resources. Funds for the project are accounted for in the Fiscal Year 2024-25 Recommended Budget under Budget Unit 311000. The total amount for construction inspections and material testing services is \$131,335.

(Cont’d)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2024.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

AVENAL CUTOFF ROADWAY IMPROVEMENTS PROJECT – PHASE I

August 6, 2024

Page 2 of 2

BACKGROUND:

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

Funding from SB-1 will be utilized for the re-construction of the Avenal Cutoff Roadway using FDR-C as well as new asphaltic concrete pavement from SR 198 to the California Aqueduct (approximately 15 miles). The project will be constructed in five phases with the first phase encompassing a centerline length of approximately 4.5 miles. The County selected the project segment based on review by County staff as well as the use of the County's Pavement Management System which is used to index the pavement condition of all county roadways and project needs based on use and deterioration factors.

A consultant is necessary to provide construction and materials testing services for the project. On April 15, 2024, the Public Works Department released an RFP requesting proposals from interested consultants to provide construction inspections and materials testing for the project. A total of eight proposals were received and evaluated by staff. Proposals were evaluated based on the criteria listed in the RFP with Nova Geotechnical and Inspection Services – So Cal, doing business as Universal Engineering Sciences listed as the top ranked consultant. The County will utilize SB-1 funds to cover the three main components of the project construction, construction staking services, and materials testing/inspections as all components are tied to the construction activities already using SB-1 funding.

Ranking for construction inspections and materials testing services was as follows:

1. Nova Geotechnical and Inspection Services – So Cal, doing business as Universal Engineering Sciences.
2. NV5 West, Inc.
3. Kleinfelder, Inc.
4. BSK and Associates, Inc.
5. Salem Engineering Group, Inc.
6. Moore Twining Associates, Inc.
7. RMA GeoScience
8. Krazan & Associates, Inc.

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

PROFESSIONAL SERVICES AGREEMENT



CONSTRUCTION TESTING AND INSPECTION SERVICES

**AVENAL CUTOFF ROADWAY IMPROVEMENTS
PHASE I
RFP # 2024-43**

, 2024

ISSUED BY:

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

Agreement No. _____

**COUNTY OF KINGS
AGREEMENT FOR SERVICES**

THIS AGREEMENT is made and entered into on _____, 2024, between the County of Kings, a political subdivision of the State of California (“County”) and Nova Geotechnical and Inspection Services – So Cal, doing business as Universal Engineering Sciences (“Consultant”) (singularly a “Party,” collectively the “Parties”).

R E C I T A L S

WHEREAS, the County requires construction inspection and materials testing services for the construction of the Avenal Cutoff Roadway Improvements Phase I project; and

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

NOW, THEREFORE, the Parties agree as follows:

1. SCOPE OF SERVICES

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

2. RESPONSIBILITIES OF CONSULTANT

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

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

3. COMPENSATION

County shall pay Consultant in accordance with the attached **Exhibit B**. Consultant is not entitled to, nor will County pay any additional consideration, compensation, or other remuneration.

Upon approval of County, County shall pay Consultant monthly in arrears, up to the maximum amount reflected in **Exhibit B**, within thirty (30) days of receipt of timely invoices. Consultant shall submit invoices to County describing the services rendered, to whom, the date(s) of service and the charges in a form approved by the County. Invoices must be documented in such reasonable detail as required by the County's Auditor to determine the funds were expended for the intended purposes. Consultant shall support its costs by properly executed payrolls, time records, attendance records, billing statements, contracts, detailed ledgers, vouchers, orders or any other documents pertaining in whole or in part to this Agreement.

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

4. TERM

Time is of the essence in this Agreement. Consultant shall not commence performance of work or services until this Agreement has been fully executed by both parties and the County has issued a Notice to Proceed. The services as set forth in **Exhibit A** will commence within five (5) business days of the Consultant's receipt of County's written Notice to Proceed and remains in full force and effect until both Parties have completed performance or the Agreement is otherwise terminated in accordance with its terms.

5. RECORDS AND INSPECTIONS

Consultant shall maintain full, complete, and accurate records with respect to all matters covered under this Agreement. Consultant shall: a) prepare all records in accordance with generally accepted accounting procedures; b) clearly identify the records; c) keep said records readily accessible; and d) maintain the records for seven (7) years after the termination of this Agreement. 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.

6. AMENDMENTS

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

7. TERMINATION

The right to terminate this Agreement 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 may terminate this Agreement without cause by giving the other Party thirty (30) calendar days' written notice of its intention to terminate pursuant to this provision, specifying the date of termination. If the County's funding for services under this Agreement becomes unavailable, the County may terminate this Agreement effective immediately.

B. With Cause. This Agreement may be terminated by either Party should the other Party materially breach its duties or responsibilities hereunder. Upon determining a material breach has occurred, the non-defaulting Party shall provide written notice to the defaulting Party of its intention to terminate this Agreement and inform the defaulting Party whether the breach is able to be cured or not.

1) Breach Subject to Cure. Unless otherwise specifically noted in the Notice of Default, all Notices of Breach shall be deemed subject to this provision. If the non-defaulting Party deems the breach of a nature subject to cure, said Party shall allow the defaulting Party a period of at least ten (10) calendar days to cure the breach. If the breach is not remedied within the period specified in the Notice of Default, the non-defaulting Party may terminate the Agreement upon further written notice specifying the date of termination.

a. In the event the nature of the breach requires more time than allowed in the Notice of Default to cure, the defaulting Party may submit a written proposal to the non-defaulting Party within that period, setting forth a specific plan to remedy the default and the date certain for completion. If the non-defaulting Party assents to the proposed plan in writing, the defaulting Party shall immediately commence curing the breach. If the defaulting Party fails to cure the breach within said period, the non-defaulting Party may terminate this Agreement: i) immediately; ii) on the date specified in the Notice of Default; or iii) grant the defaulting Party additional time to cure.

b. Alternatively, the County may elect to cure the default and Consultant shall bear all expenses incurred the County in curing the breach.

2) Breach Not Subject to Cure. If the non-defaulting Party deems the breach is of such a nature as it is not subject to or is incapable of being cured, it shall provide a Notice of Default to the defaulting Party of its intent to terminate this Agreement, in which it shall include a date upon which the Agreement terminates.

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

D. No Waiver of Breach or Default by Forbearance. In no event will either Parties' act of forbearance regarding previous acts by the other Party: i) constitute a breach or default of the Party's obligations under this Agreement; ii) waive a Party's right to assert breach or default; nor iii) impair or prejudice any remedy available to the non-breaching Party.

8. INSURANCE

A. Requirement to Obtain, Maintain, and Deliver Proof of Insurance. Without limiting the County's right of indemnification from Consultant or any third parties, Consultant shall purchase and maintain the insurance policies described below (collectively, the "Insurance Policies") prior to the commencement of work or execution of this Agreement. Consultant shall maintain the Insurance Policies throughout the term of this Agreement.

B. Consultant shall deliver an Endorsed Additional Insured page from Consultant's insurance carrier to the County's Risk Manager guaranteeing said coverage to the County prior to the execution of this Agreement. Consultant shall deliver proof of insurance and all endorsements in accordance with this Agreement's Notice Section, or as otherwise agreed between the Parties. Failure to obtain, maintain, or provide the Insurance Policies or proof of the same is a material breach of this Agreement and may result in the immediate suspension or termination of this Agreement for cause, in addition to any other remedies the County may have under the law.

C. Endorsement of Policies. Consultant shall cause each of the Insurance Policies to be endorsed designating the County and its Board members, officials, officers, employees, and agents as additional insureds, 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.

D. Waiver of Subrogation Rights against the County. To the extent possible, each insurance policy must include a waiver of the insurer's subrogation rights against the County.

E. Insurance Limits. Consultant shall obtain the insurance policies in the amounts set forth below, unless the County's Risk Manager approves other limits, in writing, prior to the execution of this Agreement:

1. Commercial General Liability covering bodily injury, personal injury and property damage with minimum limits of Two Million Dollars (\$2,000,000) per occurrence and Five Million Dollars (\$5,000,000) annual aggregate.

2. Comprehensive Automobile Liability covering a) bodily injury of not less than Five Hundred Thousand Dollars (\$500,000) per person and One Million Dollars

(\$1,000,000) per accident and property damage of not less than One Hundred Thousand Dollars (\$100,000); or b) coverage with a combined single limit of One Million Dollars (\$1,000,000). The Comprehensive Automobile Liability must cover owned and non-owned vehicles used in connection with this Agreement.

3. Workers Compensation as required by the California Labor Code. Consultant shall cause said Insurance Policy to be endorsed to waive the insurer's subrogation rights against the County.

4. Professional Liability covering Consultant's wrongful acts, errors, and omissions with limits not less than One Million Dollars (\$1,000,000) per occurrence or claim, and Three Million Dollars (\$3,000,000) annual aggregate limit.

F. Rating of Insurers. Consultant shall obtain insurance placed with admitted insurers rated by A.M. Best Co. as A:VII or higher.

G. Notice of Cancellation to the County and Payment of Premiums. Consultant shall cause each of the above insurance policies to be endorsed to provide the County with thirty (30) days' prior written notice of cancellation. The County is not liable for the payment of premiums or assessments on the policy. No cancellation provisions in the insurance policy shall be construed in derogation of the continuing duty of the Consultant to furnish insurance during the term of this Agreement.

9. INDEMNIFICATION

A. Professional Services. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant 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 Consultant is responsible for such damages, liabilities, and costs on a comparative basis of fault between Consultant and the County in the performance of professional services under this Agreement. Consultant shall not be obligated to defend or indemnify the County for its own negligence or for the negligence of third parties.

B. All Other Services. Other than in the performance of professional services, including agreements where professional services will be provided along with other types of services, and to the fullest extent permitted by law, Consultant shall indemnify, defend, and hold harmless the County, and any and all of its Board members, officials, employees, and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or

in part, any act, omission, fault or negligence, whether active or passive, by Consultant or by any individual or entity for which Consultant is legally liable, including, but not limited to, officers, agents, employees, or subcontractors of Consultant.

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

10. INDEPENDENT CONTRACTOR

Consultant is an independent contractor and not an agent, officer, or employee of the County. This Agreement is by and between two independent contractors and is not intended to, nor will it be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

11. COMPLIANCE WITH LAW

Consultant shall comply with all federal, state, and local laws and regulations applicable to its performance including, but limited to, Government Code section 8350 *et seq.* regarding a drug free workplace, all health and safety standards set forth by the State of California and County, and the California Public Records Act, Government Code section 7920.000 *et seq.*

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

12. CONFIDENTIALITY

Consultant shall not use County's confidential information ("Confidential Information") for any purpose other than performing under this Agreement, and Consultant shall prevent the unauthorized disclosure of Confidential Information. Upon receipt of third party's request to disclose Confidential Information, Consultant shall promptly submit said request to County.

13. CONFLICT OF INTEREST

Consultant warrants that its board of directors, employees, officers, including the immediate families of each have no financial interest, direct or indirect, that conflicts with rendering services under this Agreement and will not acquire any such financial interest. Consultant shall not employ, nor retain any such person during the term of this Agreement. Consultant is not relieved from personal responsibility under this Section 13 by their associates and employees rendering services. Consultant has an affirmative duty to and shall disclose 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, Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, gender identity, gender expression, sexual orientation, military status, or any other protected basis.

Further, Consultant 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

Consultant shall include the following provisions from this Agreement in any and all agreements between Consultant and any subcontractors: a) Section 5, Records and Inspections; b) Section 8, Insurance; c) Section 9, Indemnification; d) Section 11, Compliance with Law; e) Section 12, Confidentiality; f) Section 13, Conflict of Interest; g) Section 14, Nondiscrimination; and h) Section 24, ADA Compliance.

16. ASSIGNMENT

Consultant shall not assign this Agreement without first obtaining the written consent of the County, subject to any required state or federal approval. Assignment by Consultant of any monies due does not constitute an assignment of this Agreement.

17. UNFORESEEN CIRCUMSTANCES

Neither Party shall be responsible for any delay caused by natural disaster, epidemic, pandemic, war, civil disturbance, labor dispute, or other cause beyond the reasonable control of a Party, on the condition the affected Party notices the other Party in writing of the delay's cause within ten (10) of the date the delay began. Thereafter, the Parties shall meet and confer as to whether to amend, suspend, or terminate this Agreement.

18. OWNERSHIP OF DOCUMENTS

The County owns and is entitled to possess all computations, plans, correspondence, pertinent data and information gathered by or computed by Consultant prior to this Agreement's termination or upon completion of the work under this Agreement. County's reuse of any such materials in a manner other than originally intended is at the County's sole risk. Material prepared in connection with this Agreement is not subject to copyright in the United States of American, or in any foreign state.

19. NOTICE

The Parties shall give any notice necessary to the performance of this Agreement in writing, and delivered by personal delivery, fax, overnight carrier, e-mail with read receipt acknowledgment, or by prepaid first-class mail addressed as follows:

County
Mitchel Cabrera, Chief Engineer
Department of Public Works
1400 West Lacey Blvd., Building 6
Hanford, CA 93230

UES
Richard Henderson, Branch Manger
3600 Pegasus Drive, Suite 11
Bakersfield, CA 93308

Notice given by: a) personal delivery is effective on the date of personal delivery; b) fax is effective on date of transmittal; c) overnight carrier is effective on the date of delivery; d) email is effective on the date of delivery, with a read receipt; e) first-class mail is effective five (5) days after the date of mailing, or the delivery date on the return receipt, whichever occurs first.

20. CHOICE OF LAW

The Parties executed and delivered this Agreement in the Kings County, State of California. The laws of the State of California governs the validity, enforceability, and interpretation of this Agreement. The Parties entered into this Agreement in Kings County, rendering Kings County the appropriate venue for bringing any action in connection with this Agreement, whether in law or equity. Consultant waives any rights it may possess under Code of Civil Procedure Section 394 to transfer any action arising out of this Agreement to a neutral county, or alternate venue.

21. SEVERABILITY

If a court of competent jurisdiction finds any of the provisions of this Agreement unenforceable, the remaining provisions remain enforceable and the unenforceable provisions constitute an amendment to the limited extent required to permit enforcement of the Agreement as a whole.

22. SURVIVAL

The following sections of this Agreement survive its termination: a) Section 5,

Records and Inspections; b) Section 8, Insurance; c) Section 9, Indemnification; and d) Section 12, Confidentiality.

23. NO THIRD PARTY BENEFICIARIES

Unless otherwise specifically stated in this Agreement, the County and Consultant are the only Parties to this Agreement and the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or will be construed to grant any right or benefit to a third party, directly, indirectly, or otherwise.

24. ADA COMPLIANCE

Consultant 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.

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

25. ENTIRE AGREEMENT; CONTRIBUTIONS OF BOTH PARTIES

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

Each Party had an opportunity to review this Agreement, consult with legal counsel, and negotiate terms. Consultant waives the rule under Civil Code section 1654, that ambiguities in a contract should be construed against the drafter. Civil Code section 1654 has no application to the construction of this Agreement.

26. ELECTRONIC SIGNATURES; COUNTERPARTS

The Parties may execute this Agreement by electronic means, and in tow (2) or more counterparts that together constitute one (1) Agreement.

The Parties may execute this Agreement by electronic means. The electronic signatures affixed by the Parties respective signatories give rise to a valid, enforceable, and fully effective agreement. An original, executed Agreement may be imaged and electronically stored ("Electronic Copy"). The Parties may use an Electronic Copy in the same manner and for the same purposes as the original. Neither Party may object to the admissibility of the Electronic Agreement under the claim it was not originated or

maintained in paper form.

27. AUTHORITY

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

REMAINDER OF PAGE INTENTIONALLY BLANK

SIGNATURES ARE ON FOLLOWING PAGE

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

COUNTY OF KINGS

UES

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


By:  _____
Trent Anderson, CEO/President

ATTEST

By: _____
Catherine Venturella, Clerk of the Board

By:  _____
Richard Henderson, Branch Manager

Approved as to Endorsements Received

By:  07/18/2024
Sarah Poots, Risk Manager

APPROVED AS TO FORM
Diane Freeman, County Counsel

By:  _____
Willie Barrera, Deputy County Counsel

Exhibits/Attachments:

- Exhibit A:** Scope of Work
- Exhibit B:** Compensation/Fees
- Exhibit C:** Kings County ADA Grievance Procedures



EXHIBIT A - SCOPE OF WORK

PROJECT DESCRIPTION

The project will consist of Full Depth Reclamation with cement for roughly 15 miles of roadway segment at Avenal Cutoff Road. There will be roughly 4.5 miles of improvement at Avenal Cutoff Road from SR 198 to just south of 25th Avenue. (Phase I). Compaction testing on FDR-C subgrade will need to be at 95% or greater based on CTM 216 or ASTM Test Method D1557 and processed per Caltrans Standard Specifications Section 30-4. Compressive strength cylinder of mix will be taken to ensure strength test meets the 300 to 500 PSI minimum given in Moore Twining Associates, Inc Geotechnical report and Krazan and Associates, Inc. Geotechnical Report.

UES’s preparation for this proposal is based on the following:

- The County of Kings will serve as the governing jurisdiction for this project.
- No construction schedule was provided.
- UES recommends a pre-construction meeting to go over inspection requirements and procedures.
- Krazan and Associates Inc. Geotechnical Report dated August 31, 2022.
- Moore Twining Associates, Inc. Geotechnical Report dated August 20, 2020

Documents Reviewed		
Document	Created by	Dated
Construction Plans	County of Kings Department of Public Works	February 21, 2024
Specifications	County of Kings Department of Public Works	April 13, 2024, and May 04, 2024

SCOPE OF SPECIAL INSPECTION AND MATERIALS TESTING SERVICES

The following inspections and testing will be provided by an inspector(s)/technician(s) certified by the American Concrete Institute (ACI), International Code Council (ICC), and/or the American Welding Society (AWS) and in accordance with the requirements of Chapter 17 of the applicable California Building Code, Governing Agency Technical Guidelines, and project plans and specifications.

Special Inspections anticipated are soils and asphalt. The following is a description of the anticipated services.

SOIL COMPACTION AND TESTING

The on-site inspector will observe and test soil excavation and structural compaction fills. Soils and base materials will be sampled for laboratory analysis for compliance with the project specifications. Laboratory analysis can typically include maximum dry density determination (Proctor) and grain size distribution (sieve). For Cement Treated Soil inspector will be taking samples for 7-day breaks on the cement treated soil to ensure proper PSI was reached and ensure that if grindings are being used from grind and overlay ensure that contractor is adhering to the geotechnical reports mentioned above.

ASPHALT COMPACTION

The on-site inspector will monitor delivery of hot mix asphalt and verify tickets for compliance with the approved mix design. The hot mix asphalt will be monitored for temperature as delivered and placed. During placement of hot mix asphalt the on-site inspector will perform in-place compaction by use of a nuclear densometer. Samples of the hot mix asphalt delivered to the site will be tested for the Theoretical Maximum Specific Gravity.

PROJECT MANAGEMENT AND TECHNICAL ENGINEERING SERVICES

REPORT DISTRIBUTION

Reports will be distributed within 24 hours of completion of the inspection following review by the project manager/professional engineer. One copy will be delivered to the owner, one copy to the engineer of record, and one copy to the contractor.

NON-COMPLIANCE

The on-site inspector will notify the contractor immediately on-site of any work that is non-compliant. The project manager will simultaneously notify the owner. All efforts will be made to satisfy non-compliance issues on-site.

PROJECT MANAGEMENT

A project manager will be assigned to review the daily activity of inspectors/technicians, monitor the budget for special inspection services, and oversee the preparation of the final report(s) if required. All field and laboratory tests will be reviewed prior to submittal.

FINAL REPORTS

Final summary report(s) will be prepared for each permit as required by the governing jurisdiction. The final report(s) will include the daily inspection reports, field tests and a summary of the laboratory tests performed and documentation of corrective action in response to non-compliant reports. Final reports will be reviewed by a State of California Registered Professional Civil Engineer and wet stamped and signed by the registered engineer.



Anticipated Construction Materials Testing & Inspection Services					
Project: Avenal Cutoff Roadway Improvements					
		Unit	Quantity	Unit Price	Item Total
Soil Testing and Inspection					
Engineering Technician (In-place Density Testing) CT231/ASTM D6938/CT 125		Per Hour	220	\$115.00	\$25,300.00
Laboratory Moisture Density Relationship (CT216/CT231)ASTM1557		Each	20	\$240.00	\$4,800.00
Sieve Analysis including Percent Passing No. 200 Sieve ASTM		Each	20	\$140.00	\$2,800.00
Cemented Treated Soil Cylinders 7-days @ 400 to 600 PSI		Each	80	\$35.00	\$2,800.00
Moisture Content ASTM D2216		Each	80	\$55.00	\$4,400.00
Spread Rate		Each	40	\$60.00	\$2,400.00
Sample Pick-Up		Per Hour	15	\$75.00	\$1,125.00
		Sub-Total			\$43,625.00
Asphalt Testing and Inspection					
Engineering Technician (In-place Density Testing) CT 375/ CT 125 HMA		Per Hour	220	\$115.00	\$25,300.00
Batch Plant Inspection (CT 125 HMA)		Per Hour	40	\$115.00	\$4,600.00
Core Sampling (CT375)		Per hour	180	\$115.00	\$20,700.00
Aggregate Gradation (CT202)		Each	15	\$160.00	\$2,400.00
Sand Equivalent (CT217)		Each	15	\$160.00	\$2,400.00
Asphalt Binder Content (CT382)		Each	15	\$325.00	\$4,875.00
Theoretical Maximum Specific Gravity and Density (Rice)		Each	15	\$325.00	\$4,875.00
HMA Moisture Content		Each	15	\$360.00	\$5,400.00
Bulk Specific Gravity (CT308)		Each	15	\$80.00	\$1,200.00
AASHTO T210 Fine and Course Durability Index		Each	20	\$180.00	\$3,600.00
Stabilometer Value		Each	10	\$400.00	\$4,000.00
Sample Pick-Up		Each	10	\$75.00	\$750.00
		Sub-Total			\$79,350.00
Project Management and Technical Services					
Project Manager/Engineer Review		Per Hour	24	\$140.00	\$3,360.00
Geotechnical Engineer		Per Hour	20	\$180.00	\$3,600.00
Project Coordination		Per Hour	20	\$70.00	\$1,400.00
		Sub-Total			\$8,360.00
Construction Material Testing and Inspection Total					\$131,335.00

EXHIBIT C

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

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

NOTE: Discrimination complaints by applicants for, and recipients of, public benefits administered by the County are handled by the Human Services Agency, pursuant to state law and the Human Services Agency's Administrative Policy and Procedure No. 23. Notice of this fact is provided to all applicants and recipients. For more information, please contact the Program Manager/Civil Rights Coordinator for the Human Services Agency at (559) 852-2201. If you submit a complaint to the ADA Coordinator that should be directed to the Human Services Agency, your complaint will be forwarded to the Human Services Agency, and will be deemed received by the Human Services Agency upon actual receipt by it for purposes of the filing and response deadlines stated in Policy and Procedure No. 23. Please also note that the County's Personnel Rules govern employment related complaints of disability discrimination. Please refer to sections 10200 to 10250 of the Personnel Rules regarding the County's grievance procedure, as well as Chapter 14 of the Personnel Rules regarding discrimination complaints. The process described in either part may be relied upon to make a complaint of disability discrimination.

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

The complaint should be submitted by the complainant and/or his/her designee as soon as possible, but no later than 60 calendar days after the alleged violation to:

**ADA Coordinator
Dominic Tyburski
County Government Center
1400 West Lacey Blvd
Hanford CA 93230**

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

My complaint relates to circumstances that occurred:

- On the following date:
- At the following location:

My complaint is as follows:

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



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 6, 2024

SUBMITTED BY: Community Development Agency – Chuck Kinney

SUBJECT: MONTHLY REPORT OF THE PLANNING COMMISSION'S ACTIONS

SUMMARY:

Overview:

Staff will report any actions taken by the Planning Commission during the most recent meeting.

Recommendation:

Accept the monthly report of Planning Commission's actions from their August 5, 2024 meeting.

Fiscal Impact:

None.

BACKGROUND:

At a regular meeting held Monday, August 5, 2024, the Kings County Planning Commission held a meeting and any actions taken will be reported to the Board by the Director of the Community Development Agency.

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2024.

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 6, 2024

SUBMITTED BY: District Attorney – Sarah Hacker
SUBJECT: APPLICATION TO ACCEPT ADDITIONAL GRANT FUNDING
SUMMARY:

Overview:

This District Attorney seeks the Board’s approval of resolutions for applications to accept additional grant funding for fiscal years 2023-24 and 2024-25 for both the Workers’ Compensation and Auto Insurance Fraud Programs.

Recommendation:

- a. Adopt a resolution authorizing the District Attorney’s Office to receive additional funds for fiscal year 2023-24 for the Workers’ Compensation Insurance Fraud Program;
- b. Adopt a resolution authorizing the District Attorney’s Office to receive additional funds for fiscal year 2023-24 for the Auto Insurance Fraud Program;
- c. Adopt a resolution authorizing the District Attorney’s Office to receive additional funds for fiscal year 2024-25 for the Workers’ Compensation Insurance Fraud Program;
- d. Adopt a resolution authorizing the District Attorney’s Office to receive additional funds for fiscal year 2024-25 for the Auto Insurance Fraud Program.

Fiscal Impact:

In fiscal year 2023-24, the District Attorney’s Office received an initial award of \$254,502 from the Department of Insurance for its Workers’ Compensation Insurance Fraud Program. The District Attorney’s Office expects to receive additional grant funding in the amount of \$4,408 for the Workers’ Compensation Insurance Fraud Program for fiscal year 2023-24. For fiscal year 2023-24, the District Attorney’s Office received an initial award of \$77,697 for its Auto Insurance Fraud Program. The District Attorney’s Office expects to receive additional grant funding in the amount of \$5,906 for the Auto Insurance Fraud Program for fiscal year 2023-24.

(Cont’d)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2024.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

APPLICATION TO ACCEPT ADDITIONAL GRANT FUNDING

August 6, 2024

Page 2 of 2

For fiscal year 2024-25, the District Attorney's Office received an initial award of \$219,644 from the Department of Insurance for its Workers' Compensation Fraud Program. It is unknown whether the District Attorney's Office will receive any additional funding for the Workers' Compensation Insurance Fraud Program for fiscal year 2024-25 because the original grant has recently been disbursed and it is unknown if any additional funding will be available at the end of fiscal year 2024-25. For fiscal year 2024-25, the District Attorney's Office applied for a grant from the Department of Insurance for its Auto Insurance Fraud Program. An award has not yet been determined. For fiscal year 2024-25 it is unknown whether the District Attorney's Office will receive any additional funding for the Auto Insurance Fraud Program after the initial disbursement.

BACKGROUND:

Each year, the District Attorney's Office submits an application to the Department of Insurance for a grant to fund its Workers' Compensation and Auto Insurance Fraud programs. Due to the complexities involved with an insurance fraud case, the District Attorney's Office must hire additional staff devoted to the prosecution of insurance fraud cases. As such, the District Attorney's Office uses the grant funding to offset the salaries for an attorney, an investigator, and a clerk.

In every year, the Board votes on whether to pass a resolution for an application for grant funding through the Department of Insurance. In fiscal years 2023-24 and 2024-25, the Board approved resolutions to apply for the grants, but the resolutions did not authorize the District Attorney's Office to receive any further funding after the initial reward. At the end of fiscal year 2023-24, the Department of Insurance provided an additional award to the District Attorney's Office of \$4,408 for the Workers' Compensation Insurance Fraud Program and \$5,906 for the Auto Insurance Fraud Program. The District Attorney's Office cannot accept the additional funds because the original 2023-24 resolutions did not authorize any further amendments or additions to the grant. Rather than declining the additional funds, the District Attorney's Office is bringing forward resolutions to accept the additional funds.

While the District Attorney's Office does not know if the Department of Insurance will provide any additional grant funding for fiscal year 2024-25, if such a case arises, then the resolutions will allow the District Attorney to accept the additional funds for both the Workers' Compensation and Auto Insurance Fraud Programs.

The District Attorney's Office requests the Board approve the new resolutions for both the Workers' Compensation and Auto Insurance Fraud Programs to accept the additional funds for fiscal year 2023-24 and to authorize acceptance of any additional future funds for fiscal year 2024-25.

The resolutions have been reviewed and approved by County Counsel as to form.

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

IN THE MATTER OF AN APPLICATION
FOR ADDITIONAL 2023/2024 GRANT
FUNDING FOR THE AUTO INSURANCE
FRAUD PROGRAM /

RESOLUTION NO. _____

WHEREAS, the California Frauds Prevention Act (California Insurance Code sections 1871-1879.8) makes funding available through the California Department of Insurance to investigate and prosecute auto insurance fraud; and

WHEREAS, such funding must be applied for on an annual basis; and

WHEREAS, the Kings County Board of Supervisors resolved to accept grant funds for the fiscal year 2024-2025 under Resolution No. 23-006; and

WHEREAS, the Kings County Board of Supervisors desires, through the office of the Kings County District Attorney Office, to continue the Auto Insurance Fraud Program undertaken by the Kings County District Attorney's Office as a result of prior grants received; and

WHEREAS, the California Department of Insurance offered additional grant funding for the fiscal year 2023/2024 to the Kings County District Attorney's Office to investigate and prosecute Auto Insurance fraud; and

WHEREAS, Resolution No. 23-006 did not include nor authorize the Kings County District Attorney's Office to receive extensions or amendments to the grant award agreement; and

WHEREAS, the Kings County Board of Supervisors desires to accept the additional grant funding offered by the California Department of Insurance for the fiscal year 2023/2024.

WHEREAS, grant eligibility guidelines require that the County indemnify the State against liability that may stem from the grant award; and

WHEREAS, the grant award may not be used to supplant expenditures controlled by the Board; and

NOW, THEREFORE, BE IT RESOLVED by the Kings County Board of Supervisors as follows:

1. The recitals above are true and correct.
2. The Kings County District Attorney is hereby authorized to submit an Auto Insurance Fraud Program application to the California Department of Insurance and to execute a grant award agreement to accept the additional funding, including any extensions or amendments thereof.

3. The Grant Award funds received shall not be used to supplant expenditures controlled by this Board.

4. Any liability arising out of the performance of the grant award agreement, including civil court actions for damages, shall be the responsibility of the County of Kings as the grant recipient and authorizing agency; and understands and agrees that the State of California and the California Department of Insurance disclaim responsibility for any such liability.

The foregoing Resolution was adopted upon motion by Supervisor _____, seconded by Supervisor _____, at a regular meeting held on the 6th day of August 2024 by the following vote:

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

Doug Verboon, Chairperson of the
Board of Supervisors,
County of Kings, State of California

WITNESS my hand and seal of said Board of Supervisors this 6th day of August 2024.

Catherine Venturella
Clerk of the Kings County Board of Supervisors

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

IN THE MATTER OF AN APPLICATION
FOR ADDITIONAL 2024/2025 GRANT
FUNDING FOR THE AUTO INSURANCE
FRAUD PROGRAM _____/

RESOLUTION NO. _____

WHEREAS, the California Frauds Prevention Act (California Insurance Code sections 1871-1879.8) makes funding available through the California Department of Insurance to investigate and prosecute auto insurance fraud; and

WHEREAS, such funding must be applied for on an annual basis; and

WHEREAS, the Kings County Board of Supervisors resolved to accept grant funds for the fiscal year 2024-2025 under Resolution No. 24-011; and

WHEREAS, the Kings County Board of Supervisors desires, through the office of the Kings County District Attorney Office, to continue the Auto Insurance Fraud Program undertaken by the Kings County District Attorney's Office as a result of prior grants received; and

WHEREAS, the California Department of Insurance offered additional grant funding for the fiscal year 2024/2025 to the Kings County District Attorney's Office to investigate and prosecute Auto Insurance fraud; and

WHEREAS, Resolution No. 24-011 did not include nor authorize the Kings County District Attorney's Office to receive extensions or amendments of the grant award agreement; and

WHEREAS, the Kings County Board of Supervisors desires to accept the additional grant funding offered by the California Department of Insurance for the fiscal year 2024/2025.

WHEREAS, grant eligibility guidelines require that the County indemnify the State against liability that may stem from the grant award; and

WHEREAS, the grant award may not be used to supplant expenditures controlled by the Board; and

NOW, THEREFORE, BE IT RESOLVED by the Kings County Board of Supervisors as follows:

1. The recitals above are true and correct.
2. The Kings County District Attorney is hereby authorized to submit an Auto Insurance Fraud Program application to the California Department of Insurance and to execute a grant award agreement to accept the additional funding, including any extensions or amendments thereof.

3. The Grant Award funds received shall not be used to supplant expenditures controlled by this Board.

4. Any liability arising out of the performance of the grant award agreement, including civil court actions for damages, shall be the responsibility of the County of Kings as the grant recipient and authorizing agency; and understands and agrees that the State of California and the California Department of Insurance disclaim responsibility for any such liability.

The foregoing Resolution was adopted upon motion by Supervisor _____, seconded by Supervisor _____, at a regular meeting held on the 6th day of August 2024 by the following vote:

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

Doug Verboon, Chairperson of the
Board of Supervisors,
County of Kings, State of California

WITNESS my hand and seal of said Board of Supervisors this 6th day of August 2024.

Catherine Venturella
Clerk of the Kings County Board of Supervisors

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

IN THE MATTER OF AN APPLICATION FOR RESOLUTION NO. _____
ADDITIONAL 2023/2024 GRANT FUNDING
FOR WORKERS' COMPENSATION INSURANCE
FRAUD INVESTIGATIONS PROGRAM /

WHEREAS, the California Frauds Prevention Act (California Insurance Code Sections 1871-1879.8) makes grant funding available through the California Department of Insurance to investigate and prosecute Workers' Compensation Insurance fraud; and

WHEREAS, such funding must be applied for on an annual basis; and

WHEREAS, The Kings County Board of Supervisors resolved to accept grant funds for the fiscal year 2023/2024 under Resolution No. 23-007; and

WHEREAS, the Kings County Board of Supervisors desires, through the office of the District Attorney, to continue the Workers' Compensation Insurance Fraud Program undertaken by the District Attorney's office as a result of prior grants received; and

WHEREAS, the California Department of Insurance offered t additional grant funding to the Kings County District Attorney's Office to investigate and prosecute Workers' Compensation Insurance fraud, and

WHEREAS, Resolution No. 23-007 did not include or authorize the Kings County District Attorney's Office to receive extensions or amendments of the grant award agreement; and

WHEREAS, the Kings County Board of Supervisors desires to accept the additional grant funding offered by the California Department of Insurance for the fiscal year 2023/2024.

WHEREAS, grant eligibility guidelines require that the County to indemnify the State against liability that may stem from the grant award; and

WHEREAS, the grant award may not be used to supplant expenditures controlled by the Board; and

NOW, THEREFORE, BE IT RESOLVED by the Kings County Board of Supervisors, as follows:

1. The recitals above are true and correct.
2. The Kings County District Attorney is hereby authorized to submit a Workers' Compensation Insurance Fraud Program application to the California Department of Insurance and execute a grant award agreement to accept the additional funding, including any extensions or amendments thereof.

3. The grant award funds received shall not be used to supplant expenditures controlled by the Kings County Board of Supervisors.

4. Any liability arising out of the performance of the Grant Award Agreement, including civil court actions for damages, shall be the responsibility of the County of Kings as the grant recipient and authorizing agency and understands and agrees that the State of California and the California Department of Insurance disclaim responsibility for any such liability.

The foregoing Resolution was adopted upon motion by Supervisor _____, seconded by Supervisor _____, at a regular meeting held on the 6th day of August 2024, by the following vote:

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

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

IN WITNESS WHEREOF, my hand and seal of the Kings County Board of Supervisors this 6th day of August 2024.

Catherine Venturella
Clerk of the Kings County Board of Supervisors

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

IN THE MATTER OF AN APPLICATION FOR
ADDITIONAL 2024/2025 GRANT FUNDING
FOR WORKERS' COMPENSATION INSURANCE
FRAUD INVESTIGATIONS PROGRAM /

RESOLUTION NO. _____

WHEREAS, the California Frauds Prevention Act (California Insurance Code Sections 1871-1879.8) makes grant funding available through the California Department of Insurance to investigate and prosecute Workers' Compensation Insurance fraud; and

WHEREAS, such funding must be applied for on an annual basis; and

WHEREAS, the Kings County Board of Supervisors resolved to accept grant funds for the fiscal year 2024-2025 under Resolution No. 24-012; and

WHEREAS, the Kings County Board of Supervisors desires, through the Kings County District Attorney's Office, to continue the Workers' Compensation Insurance Fraud Program undertaken by the Kings County District Attorney's Office as a result of prior grants received; and

WHEREAS, the California Department of Insurance offered additional grant funding for the fiscal year 2024/2025 to the Kings County District Attorney's Office to investigate and prosecute Workers' Compensation Insurance fraud; and

WHEREAS, Resolution No. 24-012 did not include nor authorize the Kings County District Attorney's Office to receive extensions or amendments of the grant award agreement; and

WHEREAS, the Kings County Board of Supervisors desires to accept the additional grant funding offered by the California Department of Insurance for the fiscal year 2024/2025.

WHEREAS, grant eligibility guidelines require the County of Kings to indemnify the State against liability that may stem from the grant award; and

WHEREAS, the grant award may not be used to supplant expenditures controlled by the Kings County Board of Supervisors; and

NOW, THEREFORE, BE IT RESOLVED by the Kings County Board of Supervisors, as follows:

1. The recitals above are true and correct.
2. The Kings County District Attorney is hereby authorized to submit a Workers' Compensation Insurance Fraud Program application to the California Department of Insurance and to execute a grant award agreement to accept the additional grant funding, including any extensions or amendments thereof.

3. The grant award funds received shall not be used to supplant expenditures controlled by the Kings County Board of Supervisors.

4. Any liability arising out of the performance of the grant award agreement, including civil court actions for damages, shall be the responsibility of the County of Kings as the grant recipient and authorizing agency and understands and agrees that the State of California and the California Department of Insurance disclaim responsibility for any such liability.

The foregoing Resolution was adopted upon motion by Supervisor _____, seconded by Supervisor _____, at a regular meeting held on the 6th day of August 2024 by the following vote:

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

Doug Verboon, Chairperson of the
Board of Supervisors,
County of Kings, State of California

IN WITNESS WHEREOF, my hand and seal of the Kings County Board of Supervisors this 6th day of August 2024.

Catherine Venturella
Clerk of the Kings County Board of Supervisors



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM August 6, 2024

SUBMITTED BY: Job Training Office – Julieta Martinez/Laura Magana

SUBJECT: AMENDMENT TO AGREEMENT WITH THE COUNTY OF STANISLAUS
FOR THE REGIONAL EQUITY AND RECOVERY PARTNERSHIPS GRANT

SUMMARY:

Overview:

The Kings County Job Training Office and the County of Stanislaus entered into an independent contractor agreement to address the occupational skills gap and create quality jobs in the San Joaquin Valley and Associated Counties (SJVAC) Regional Planning Unit (RPU) under the Regional Equity and Recovery Partnerships (RERP) grant. The SJVAC received RERP funding from the California Workforce Development Board (CWDB) and chose Stanislaus County Workforce Development as the administrator with the Job Training Office as the contractor for Kings County.

Recommendation:

- a. Approve the first amendment to the agreement with the County of Stanislaus to implement the Regional Equity and Recovery Partnerships Grant for Kings County effective August 6, 2024;
- b. Authorize the Economic and Workforce Development Director to sign the amendment to the agreement with the County of Stanislaus to implement the Regional Equity and Recovery Partnerships Grant for Kings County.

Fiscal Impact:

There is no impact to the County General Fund. Funding for this program is provided pursuant to a competitive grant awarded to the SJVAC RPU. Kings County was awarded \$131,342. The proposed grant funding is processed through invoice/reimbursement between the County of Stanislaus and the Kings County Job Training Office with the County of Stanislaus administering the reimbursement.

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2024.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

AMENDMENT TO AGREEMENT WITH THE COUNTY OF STANISLAUS FOR THE REGIONAL EQUITY AND RECOVERY PARTNERSHIPS GRANT

August 6, 2024

Page 2 of 2

BACKGROUND:

In June 2022, The Labor and Workforce Development Agency and the CWDB announced \$24,050,000 in competitive grants to fund RERP between Local Workforce Development Boards and Community College Regional Consortia. The SJVAC Skills to Success project received funding after submission of an application and a competitive process through the RERP grant on August 1, 2022.

RERP represents an acceleration and deepening of the existing Regional Plan Implementation efforts and will support and invest in partnerships attempting to add high road approaches to existing sector strategies and career pathway programs. “High Road” is a set of economic and workforce development strategies to achieve economic growth, economic equity, shared prosperity, and a clean environment. The strategies include, but are not limited to interventions that:

- Improve job quality and job access, including for women and people from underserved and underrepresented populations.
- Meet the skill and profitability needs of employers.
- Meet the economic, social, and environmental needs of the community.

The SJVAC RPU was granted these funds with the intent that Stanislaus County Workforce Development will serve as the administrator for the region. Kings County Job Training Office will work as the contractor in partnership with industry, education, economic development, and other community partners across the RPU to build skills through training and to provide work-based learning opportunities that will lead to sustainable quality jobs.

In conjunction with local industry, educational institutions, and community partners, the project will serve 15 participants from the 12 targeted populations identified in the grant, which includes English Language Learners, Homeless and Housing Insecure, Immigrants, Justice-Involved Individuals, People with Disabilities, Veterans, Out-of-School Youth, First Generation College Students, Residents of Disadvantaged Communities, Low-Income Communities, Low-Income Households, and Dislocated Workers. The Skills to Success project will focus on building skills in the manufacturing industry through training and work-based opportunities that will lead to sustainable quality jobs.

The initial agreement for the Regional Equity and Recovery Partnerships Grant was retroactively approved by the Board of Supervisors on February 7, 2023 effective December 1, 2022 through September 30, 2025 (Reference: Agreement No. 23-011). This agreement was signed by the Job Training Office Director with the approval of the Board, and the Kings County Job Training Office would like the approval for the Director to sign this amendment also.

The County of Stanislaus was granted a request from the State of California to extend the end date of the RERP grant to December 31, 2025 to coincide with the extended end date of the source of funding. The Job Training Office would like to amend the agreement to reflect the new end date of December 31, 2025. The amendment has no impact to the budget portion of the agreement.

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

**FIRST AMENDMENT TO AGREEMENT BETWEEN
STANISLAUS COUNTY WORKFORCE DEVELOPMENT
AND
KINGS COUNTY JOB TRAINING OFFICE
“Regional Equity and Recovery Partnerships Grant”**

Reference is made to the Regional Equity and Recovery Partnerships (RERP) Agreement (the “Agreement”) dated December 1, 2022 by and between the County of Stanislaus (“County”) and Kings County Job Training Office (“Contractor”).

WHEREAS, the term of the contract between the County and the Contractor is December 1, 2022 through September 30, 2025;

WHEREAS, County requested and was granted an extension to the end date of the RERP grant from the State of California;

WHEREAS, both parties have agreed to extend the end date of the contract to December 31, 2025 to coincide with the extended end date of the source of funding;

WHEREAS, Section 17 of the Agreement allows the contract to be amended or modified by the mutual consent of the parties;

NOW THEREFORE, the agreement is amended to read as follows:

1. Section 3.1 Term:

The term of this AGREEMENT shall be from December 1, 2022 through December 31, 2025 unless sooner terminated as provided below or unless some other method or time of termination is listed in Exhibit A.

2. Exhibit A § G (2):

The Term of this agreement will be from December 1, 2022 to December 31, 2025.

3. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, Stanislaus County has executed this First Amendment as of the 1st day of June, 2024.

SIGNATURES ARE SET FORTH ON THE FOLLOWING PAGE

COUNTY OF STANISLAUS “County”

By: _____
Doris Foster, Director

APPROVED: BOS Resolution #2023-0296


APPROVED AS TO FORM:
COUNTY OF STANISLAUS
Thomas E. Bose, County Counsel

By:  _____
Donya Nunes, Deputy County Counsel


KINGS COUNTY JOB TRAINING OFFICE
“Contractor”

By: _____
Julieta Martinez, Economic &
Workforce Development Director

APPROVED AS TO FORM:
KINGS COUNTY
Diane Freeman, County Counsel

By:  _____
Willie Barrera, Deputy County Counsel

APPROVED:
KINGS COUNTY, RISK MANAGEMENT

By:  _____ 07/15/2024
Sarah Poots , Risk Kings County



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM August 6, 2024

SUBMITTED BY: Public Works Department – Dominic Tyburski

SUBJECT: KINGS COUNTY PUBLIC HEALTH BUILDING 3 FIRE DAMAGE RESTORATION PROJECT

SUMMARY:

Overview:

The Public Works Department is recommending Chas Rhoads Architecture, through the emergency procurement of goods/services process, to perform Architectural Design Services for Building 3 of the Kings County Department of Public Health that was damaged due to a fire. Chas Rhoads Architecture was selected due to their project understanding, professional presentation, and previous successful projects with the County.

Recommendation:

- a. Approve the consultant services agreement with Chas Rhoads Architecture to perform Architectural Design Services for the Kings County Department of Public Health Building 3 Fire Damage Restoration Project;
- b. Authorize the Public Works Director to sign the agreement.

Fiscal Impact:

The agreement amount is \$192,000 and will be paid with Public Health Realignment funds. Sufficient appropriations for this agreement will be included in the Fiscal Year 2024-25 Final Budget in Budget Unit 700000 (Capital).

BACKGROUND:

On April 29 of this year, the Kings County Public Health Complex was closed due to a fire which significantly impacted Building 3. The fire started in a shed adjacent to the building which housed the laboratory water filtration system. This resulted in significant structural damage forcing the Kings County Department of Public Health to temporarily relocate to an off-site facility. Public Works has utilized the emergency procurement of goods/services as outlined in the Kings County Purchasing Policy to expedite the restoration.

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2024.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

CONSULTANT SERVICES AGREEMENT



ARCHITECTURAL DESIGN SERVICES

**KINGS COUNTY PUBLIC HEALTH DEPARTMENT
BUILDING NUMBER 3
FIRE DAMAGE RESTORATION PROJECT**

July 30, 2024

ISSUED BY:

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

KCPH – Building Number 3 Fire Damage Restoration Project

THIS AGREEMENT is made and entered into as of the 30th day of July, 2024 (“Effective Date”), by and between the County of Kings, a political subdivision of the State of California (hereinafter “County”) and Chas. Rhoads Architecture, (hereinafter “Contractor”).

RECITALS

WHEREAS, the County requires services related to architectural design services for the Kings County Public Health – Building Number 3 Fire Damage Restoration Project.

WHEREAS, Contractor is qualified to perform such services;

NOW, THEREFORE, County and Contractor mutually agree as follows:

1. SCOPE OF SERVICES

County hereby engages Contractor, and Contractor agrees to perform the services described in the scope of services attached as **Exhibit A**, incorporated herein by reference as though fully set forth.

2. COMPENSATION

Total compensation shall be **\$192,000.00** for the project which is tentatively scheduled to be completed over eight (8) months. Consultant shall not be entitled to nor receive from County any additional consideration, compensation or other remuneration for services rendered under this Agreement.

3. METHOD OF PAYMENT

Upon submission of an invoice by Contractor, and upon approval of the County's representative, County shall pay Contractor monthly in arrears for fees and expenses incurred the prior month, up to the maximum amount provided for in Section 2. Each invoice must include a description of services rendered, to whom, date of service and the charges according to the agreed upon method.

4. TIME OF PERFORMANCE

This Agreement commences on the Effective Date and remains in full force and effect until both parties have completed performance.

Work shall not begin, nor claims paid for services under this Agreement until all Certificates of Insurance, a Signing Authority Form, By-Laws, Business and Professional Licenses/Certificates, Verification of Non-Profit status, IRS ID number or other applicable licenses or certificates, as required, are on file with the Department's representative.

KCPH – Building Number 3 Fire Damage Restoration Project

5. MODIFICATION AND TERMINATION WITHOUT CAUSE

This Agreement may be modified only by a written amendment signed by the parties.

This Agreement may be terminated by County or Contractor, at any time, without cause, upon thirty (30) days written notice to the other party. Following termination, Contractor shall turn over to the County all completed deliverables and then shall be reimbursed for all expenditures made in good faith that are due and unpaid at the time of termination not to exceed the maximum amount payable under this Agreement.

6. TERMINATION BY DEFAULT

If Contractor defaults in its performance, County shall promptly notify Contractor in writing. If Contractor fails to cure a default within ten (10) days after notification or if the default requires more than ten (10) days to cure and Contractor fails to commence to cure the default within ten (10) days after notification, then Contractor's failure shall terminate this Agreement.

Alternatively, County may elect to cure the default and any expense incurred shall be payable by Contractor to County. If this Agreement is terminated because of Contractor's default, County shall be entitled to recover from Contractor all damages allowed by law.

7. CLOSING OUT

Contractor is responsible for County's receipt of a final claim for payment by completion of work. County shall promptly pay Contractor's final claim for payment providing Contractor has provided all obligations undertaken pursuant to this Agreement. If Contractor has failed to perform all such outstanding obligations, County shall withhold from Contractor's final claim for payment the amount of such services owed by Contractor.

8. WARRANTY

County relies upon Contractor's professional ability and training as a material inducement to enter into this Agreement. Contractor warrants that it will perform its work according to generally accepted professional practices and standards and the requirements of applicable federal, state and local laws. County's acceptance of Contractor's work shall not constitute a waiver or release of Contractor from professional responsibility.

Contractor further warrants that it possesses current valid appropriate licensure, including, but not limited to, drivers license, professional license, certificate of tax-

KCPH – Building Number 3 Fire Damage Restoration Project

exempt status, or permits, required to perform the work under this Agreement.

9. STANDARD OF PERFORMANCE

Contractor warrants that it will, at all times utilizing its ability, experience and talent, faithfully, industriously and professionally perform to County's reasonable satisfaction.

10. 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 a Certificate of Endorsement from Contractor's Insurance Carriers guaranteeing such coverage to County prior to the County's signing 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. The policy limits set forth, below, are subject to modification on a case-by-case basis upon the written concurrence of the County's Risk Manager.

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

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

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

KCPH – Building Number 3 Fire Damage Restoration Project

prior approval is given by the 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 policies. No cancellation provisions in the insurance policies shall be construed in derogation of the continuing duty of Contractor to furnish insurance during the term of this Agreement.

11. 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, protect, 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 the Contractor are responsible for such damages, liabilities, and costs on a comparative basis of fault between the 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 employees, officials 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, the performance of this Agreement 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. Definition of “Hazardous Materials. As used in this Agreement, the term hazardous materials shall mean any substance, including but not limited to asbestos, toxic or hazardous materials or by-products, combustible gases and materials, mold or fungus, or any other substances under any condition and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site.

D. Hazardous Materials Indemnity. The County agrees, notwithstanding any other provisions of the Agreement, to the fullest extent permitted by law, to indemnify and hold harmless the Contractor, its officers, partners, employees, and consultants, (collectively, Contractor) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorney’s fees and defense costs arising

KCPH – Building Number 3 Fire Damage Restoration Project

out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any hazardous materials, substances, products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other causes of action, except for the sole negligence or willful misconduct of the Contractor.

E. Waiver of Claims for Hazardous Materials. In consideration of the substantial risks to the Contractor in rendering its services in connection with the Project due to the presence or suspected presence of hazardous materials at or near the jobsite, the County agrees to make no claim and hereby waives, to the fullest extent permitted by law, any claim or cause or causes of action of any kind, including but not limited to negligence, breach of contract or warranty, either expressed or implied, strict liability or any other causes, against the Contractor, its officers, directors, partners, employees or consultants (collectively, Contractor), which may arise out of or may in any way be connected to the presence of such hazardous materials. The County acknowledges that the Contractor is not and shall not be required to be in any way an “arranger”, “generator”, “operator”, or “transporter” of hazardous materials present at or near the Project site, as these terms are defined in applicable federal or state statutes.

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

G. These indemnification obligations shall survive the termination of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

12. INDEPENDENT CONTRACTOR

Contractor is an independent contractor and not an agent, officer or employee of County. The parties mutually understand 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.

13. RESPONSIBILITIES OF CONTRACTOR

A. Contractor possesses the requisite skills necessary to perform the work under this Agreement and County relies upon such skills. Contractor pledges to perform its work skillfully and professionally. County's acceptance of Contractor's work does not constitute a release of Contractor from its professional responsibility.

B. Contractor verifies that it has reviewed the scope of work to be performed under this Agreement and agrees that in its professional judgment, the work can and shall

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be completed for costs within the maximum amount set forth in this Agreement.

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

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

2. Submit monthly cost reimbursement claims. Documented verification of actual expenditures must support each claim. Reimbursement shall only be for expenditures that directly benefit Kings County.

3. Retain financial, programmatic, client data and other service records for three years from the date of the end of the contract award or for three years from the date of termination.

14. 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 acknowledges receipt of all health and safety information and training.

15. CONFIDENTIALITY

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

16. CONFLICT OF INTEREST

Contractor warrants that its employees or their immediate families or Board of Directors or officers have no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any 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.

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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.

17. INSPECTION

Authorized representatives of County, the state and/or the federal government may inspect and/or audit Contractor's performance, place of business and/or records pertaining to this Agreement.

18. 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 or sexual orientation.

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.

Further, Contractor shall include this provision in all its subcontracts to perform work under this Agreement.

19. SUBCONTRACTOR AND ASSIGNMENT

Services under this Agreement are deemed to be personal services. Contractor shall not subcontract any work under this Agreement nor assign this Agreement or monies due without the prior written consent of the departmental contract manager, department head or his or her designee and the County Administrative Officer subject to any required state or federal approval.

Assignment by Contractor of any monies due shall not constitute an assignment of the Agreement.

20. UNFORSEEN 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.

21. OWNERSHIP OF DOCUMENTS

County shall be the owner of and shall be entitled to possession of any

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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.

22. NOTICE

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

COUNTY:
PUBLIC WORKS DEPARTMENT
1400 WEST LACEY BOULEVARD
HANFORD, CALIFORNIA 93230

CONSULTANT:
CHAS. RHOADS ARCHITECTURE
128 KATHERINE STREET
HANFORD, CA 93230

If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail, notice is effective as of three (3) days following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

23. CHOICE OF LAW

The parties have executed and delivered this agreement in the County of Kings, State of California. The laws of the State of California shall govern the validity, enforceability or interpretation of this Agreement. 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.

24. 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.

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

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

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

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

30. AUTHORITY

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

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


COUNTY OF KINGS

CONSULTANT

By: _____
Dominic Tyburski
Director of Public Works

By: _____
Chas. Rhoads, Architect

RISK MANAGEMENT APPROVED
AS TO INSURANCE

By:  07/15/2024
Sarah Poots
Risk Manager

Approved as to Form
Diane Freeman, County Counsel

By:  7/1/2024
Cindy Crose-Kliever, Deputy County Counsel

Chas. Rhoads Architecture

128 Katherine Street - Hanford - California - 93230

Mr. Dominic Tyburski
Director - Public Works Department
County Of Kings
1400 West Lacey Blvd.
Hanford, CA 93230

June 3, 2024

Via Email

Re: Proposal for Design Services
Reconstruction of Health Building 3

Dear Mr. Tyburski:

I am very pleased to be considered to assist the County with the reconstruction of those portions of Health Building 3 affected by the recent fire. Per your request, I offer the following fee proposal for this project.

Scope of Work

The project involves the design of reconstruction for approximately 2,400 square feet of building space damaged by fire, and approximately 3,200 square feet of building space damaged by water from the automatic sprinkler system. This office believes a conceptual estimate of the reconstruction budget to be between \$1.6 million and \$1.8 million.

Scope of Services

Needs Assessment: We will tour the building to gauge the evident reconstruction requirements. These on-site investigations should be in the company of a representative of the County's selected builder, and a member of the Building Department staff. We encourage the County to retain the separate services of an environmental specialist to perform any surveys and testing they deem necessary.

Preliminary Design: We will meet with County representatives to determine the desired use and layout of the reconstructed areas. It is understood that the damaged laboratory spaces will not be returned to laboratory use.

Contract Documents: Based on approved Preliminary Design, full contract documents will be prepared. All drawings will be prepared utilizing Autocad, and all documents will be prepared in Microsoft Word. Drawings will include Architectural; Structural; Mechanical; Plumbing; Fire Sprinklers; Electrical; and Alarm.

Construction: The architect will review submittals and shop drawings, issue clarifications as required. The proposed flat fee includes twenty-four (24) site visits to review general

Exhibit A

compliance of the work, based on an average of one visit per week for the anticipated six month reconstruction schedule.

Not Included: The County will be responsible for providing the following –

All available record drawings and specifications for the affected areas - to be delivered as paper prints and Acrobat files;

All required environmental surveys, testing, and remediation work;

Materials testing and special inspections during reconstruction;

All required document reproduction for agency reviews and construction.

In addition, should additional improvements be needed to address any discovered environmental hazards, site deficiencies, or non-standard agency requirements, or to bring additional required utilities to the site, the design of such improvements shall be considered an additional expense and is not included in this proposal.

Fee Proposal

For Outlined Services: A flat fee of one hundred ninety two thousand dollars (\$192,000). This fee will be allocated over the following phases as follows-

Need Assessment	15%	\$ 28,800
Preliminary Design	15%	\$ 28,800
Contract Documents	60%	\$115,200
Construction	10%	\$ 19,200
	-----	-----
	100%	\$192,000

For Additional Work: An hourly fee based on the current rate of one hundred eighty dollars (\$180) per hour.

Invoices to be submitted monthly based on percentage of completion for each phase of the work. It is estimated that our design work will take between four and six months to complete.

Special Conditions

The fire and related fire sprinkler discharge resulted in the wide-spread distribution of smoke, fumes and water. While this office will endeavor to identify that damage that is readily evident, it is outside the scope of this proposal for this office to perform detailed inspections and/or testing in order to fully determine the actual degree and extent of contamination resulting from the fire incident.

Exhibit A

If you find this proposal acceptable, I will anticipate reviewing the County's standard agreement, including the limits of liability outlined above. My schedule will allow me to begin work on this project within two weeks of a Notice to Proceed. Thank you for your time and consideration.

Sincerely,

A handwritten signature in black ink, appearing to be 'Chas Rhoads', with a stylized flourish extending to the right.

Chas Rhoads
Architect C14926